



## MPO POLICY COMMITTEE MEETING

www.laredompo.org

**Meeting Date & Time:** March 22, 2023 at 1:30 p.m.

**Meeting Location:** City of Laredo Council Chambers, 1110 Houston St., Laredo, Texas 78040

**Meeting Link:** <http://laredotx.swagit.com/live>

**Laredo TV:** Spectrum TV channel 1300

### AGENDA:

REC'D CITY SEC OFF  
MAR 17 '23 AM 10:08

- I. CHAIRPERSON TO CALL MEETING TO ORDER
- II. CHAIRPERSON TO CALL ROLL
- III. CITIZEN COMMENTS

Speakers are required to fill out witness cards, which must be submitted to MPO Staff no later than 1:45 p.m. the day of the meeting. Speakers shall identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a specific issue, they should select not more than three (3) representatives to speak on their behalf. The presiding officer may further limit public on the interest of order or time. Speakers may not transfer their minutes to any other speaker. Comments should be relevant to MPO business and delivered in a professional manner. No derogatory remarks shall be permitted.

### IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:

- A. Approval of the minutes for the meeting held on February 15, 2023.
- B. Discussion with possible action on potential future amendments to the MPO Bylaws regarding the structure and terms of the Policy Committee Chairperson and Vice-Chairperson. Note: A change in the structure and terms of Policy Committee membership will require a future MPO Bylaws amendment and 10-day public comment and review period.



## MPO POLICY COMMITTEE MEETING AGENDA

- C. Discussion with possible action on the Hachar-Reuthinger Road project, including the allocation and programming of additional Category 7 funds in the amount of \$47.79 million, bringing the Category 7 total to \$100 million, for the construction of Hachar-Reuthinger Road four lane divided highway (CSJ 0922-33-165 and 0922-33-166).
  - D. Discussion with possible action on Resolution No. MPO 2023-04 prioritizing the construction of Hachar-Reuthinger Road and supporting TxDOT's allocation of Category 2 funds in the amount of \$26.5 million, and Category 4U funds in the amount of \$17.9 million to CSJ 0922-33-165 and CSJ 0922-33-166 for the 2024 Unified Transportation Program (UTP). Allocation of Category 4U funds is contingent upon Texas Transportation Commission Minute Order Approval to designate Hachar Reuthinger as a State Highway. In addition, TxDOT-Laredo district will allocate \$ 2.2 million of other funding categories to completely fund the project estimated at \$ 146.6 million.
  - E. Discussion with possible action on the coordination and strategy related to sending a delegation of MPO Policy Committee members to future Texas Transportation Commission public meetings, and any other matters incident thereto.
  - F. Presentation and discussion with possible action to enter into a non-financial partnership agreement with the Rio Grande International Study Center (RGISC) and provide a Letter of Commitment for the submission of their grant application to the EPA's Environmental Justice Collaborative Problem Solving (EJCPS) Program, for a project to potentially focus on reducing heat island effects, the installation of air quality monitors, or similar scopes of effort that benefit downtown Laredo. (Presentation to be provided by a representative from RGISC).
- V. REPORT(S) AND PRESENTATIONS (No action required).
- A. Status report by the Regional Mobility Authority (RMA).

### VI. DIRECTOR'S COMMENTS

### VII. EXECUTIVE SESSION

The Policy Committee reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and/or 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

- A. Request for Executive Session regarding personnel matters pursuant to Texas Government Code Section 551.074 to establish an annual salary amount for the full-time



## MPO POLICY COMMITTEE MEETING AGENDA

MPO Director, return to open session for possible action, and any other matters incident thereto.

### VIII. ADJOURNMENT

#### **NOTICE INFORMATION:**

Notice of this meeting was posted at the municipal government offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted 72 hours before the meeting date and time. The agenda and meeting information was also posted online at <http://www.laredompo.org/agendas-minutes/>.

All meetings of the MPO Committee are open to the public. Persons who plan to attend this meeting and who may need auxiliary aid or services such as: interpreters for persons who are deaf or hearing impaired, readers of large print or Braille, or a translator for the Spanish language are requested to contact MPO Staff at 956-794-1605, or via email at [aavigil@ci.laredo.tx.us](mailto:aavigil@ci.laredo.tx.us) at least two working days prior to the meeting so that appropriate arrangements can be made. Materials in Spanish may also be provided upon request.

Disability Access Statement: This meeting is wheelchair accessible. The accessible ramps are located at 1110 Victoria and 910 Flores. Accessible parking spaces are located at City Hall, 1110 Victoria.

Ayuda o Servicios Auxiliares: Todas las reuniones del Comité del MPO están abiertas al público. Personas que planean asistir a esta reunión y que pueden necesitar ayuda o servicios auxiliares como: interpretes para personas con discapacidad auditiva, lectores de letra grande o en Braille, o un traductor para el idioma español deben comunicarse con el personal del MPO al 956-794-1605 o por correo electrónico [aavigil@ci.laredo.tx.us](mailto:aavigil@ci.laredo.tx.us) por lo menos dos días laborales antes de la reunión para que se puedan hacer los arreglos apropiados. Material en español está disponible mediante una petición.

Declaración de Acceso a la Discapacidad: Esta reunión permite el acceso a personas en silla de ruedas. Las rampas de acceso están ubicadas en 1110 Victoria y 900 Flores. Los espacios de estacionamiento para discapacitados se encuentran por la calle Victoria.

Información en español: Si usted desea esta información en español o si desea explicación sobre el contenido, por favor llámenos al teléfono (956) 794-1605 o comunicarse con nosotros mediante correo electrónico a [aavigil@ci.laredo.tx.us](mailto:aavigil@ci.laredo.tx.us).

#### **POLICY COMMITTEE MEMBERSHIP:**

##### City of Laredo Representatives:

Honorable Dr. Victor Treviño, Mayor and LWCAMPO Chairperson  
Honorable Ruben Gutierrez, Jr., City Councilmember, District V



MPO POLICY COMMITTEE MEETING AGENDA

Honorable Melissa R. Cigarroa, City Councilmember, District III

County of Webb Representatives:

Honorable Tano E. Tijerina, Webb County Judge and LWCAMPO Vice-Chairperson

Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1

Honorable John Galo, Webb County Commissioner, Pct. 3

Laredo Mass Transit Board Representative:

Honorable Vanessa Perez, City Councilmember, District VII

State Representative:

Mr. Epigmenio "Epi" Gonzalez, P.E., TxDOT District Engineer

Member at Large Representative:

Jed A. Brown

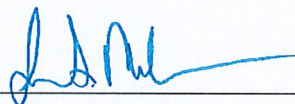
Ex-Officio Representatives:

Honorable Judith Zaffirini, State Senator, District 21

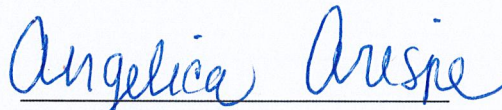
Honorable Richard Raymond, State Representative, District 42

Honorable Tracy O. King, State Representative, District 80

**AGENDA REVIEWED:**



Juan S. Mendive, AICP  
LWCAMPO Director

  
*for:* Jose A. Valdez, Jr.  
Laredo City Secretary





# **LAREDO & WEBB COUNTY**

**AREA METROPOLITAN PLANNING ORGANIZATION**

## **Item IV. A.**

**Approval of minutes for the meeting held on February 15, 2023.**





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### POLICY COMMITTEE

#### MEETING MINUTES

FEBRUARY 15, 2023

LIVE WEB LINK: <http://laredotx.swagit.com/live>  
PUBLIC ACCESS CHANNEL: Spectrum TV channel 1300

#### I. CHAIRPERSON TO CALL MEETING TO ORDER

Mayor Dr. Victor D. Treviño called the meeting to order at 1:34 P.M.

#### II. CHAIRPERSON TO CALL ROLL

Graciela Briones, MPO Staff, called roll and verified a quorum existed.

##### **Regular members present:**

Honorable Dr. Victor D. Treviño, Mayor and LWCAMPO Chairperson  
Honorable Tano E. Tijerina, Webb County Judge  
Honorable Ruben Gutierrez, Jr., City Councilmember, District V  
Honorable Jesse Gonzalez, Webb County Commissioner, Pct. 1 (joined meeting at 2:09 P.M.)  
Honorable Vanessa Perez, City Councilmember, District VII (joined meeting at 1:36 P.M.)  
Honorable John Galo, Webb County Commissioner, Pct. 3  
Mr. Epigmenio "Epi" Gonzalez, P.E., TxDOT District Engineer  
Mr. Jed A. Brown, RMA

##### **Ex-Officio members not present:**

Honorable Judith Zaffirini, State Senator, District 21  
Honorable Richard Raymond, State Representative, District 42  
Honorable Tracy O. King, State Representative, District 80

##### **LWCAMPO Staff present:**

Juan S. Mendive, LWCAMPO Interim Director  
Graciela Briones, LWCAMPO Planner III  
Julio Niño, LWCAMPO Planner III

##### **Others:**

Sara Garza, TxDOT  
Ana Duncan, TxDOT  
Jesus Saavedra, TxDOT



Jose D. Vargas, TxDOT  
Jason Hinojosa, TxDOT  
Orlando Navarro, COL Planning  
Angie Quijano, COL Planning  
Ramon Chavez, COL Engineering  
Jaime Garcia, COL Engineering  
Luis Perez Garza, Webb County Engineering  
Guillermo Cuellar, Webb County Engineering  
Victoria Villarreal, Webb County Planning  
Lalo Uribe, Webb County, Judge's Office  
Roberto J. Garza, Transit, El Metro  
Eduardo Bernal, Transit, El Metro  
Monica Meza, Transit, El Metro  
Melissa Montemayor, HNTB, Inc.  
Jose Ceballos, Fasken Development  
Anthony Garza, GDJ Engineering

**III. CITIZEN COMMENTS**

Speakers are required to fill out witness cards, which must be submitted to MPO Staff no later than 1:45 P.M. the day of the meeting. Speakers shall identify themselves at the microphone. Comments are limited to three (3) minutes per speaker. No more than three (3) persons will be allowed to speak on any side of an issue. Should there be more than three (3) people who wish to speak on a specific issue, they should select not more than three (3) representatives to speak on their behalf. The presiding officer may further limit public on the interest of order or time. Speakers may not transfer their minutes to any other speaker. Comments should be relevant to MPO business and delivered in a professional manner. No derogatory remarks shall be permitted.

**IV. ITEMS REQUIRING POLICY COMMITTEE ACTION:**

**A. Approval of the minutes for the meetings held on January 18, 2023.**

Judge, Tano Tijerina made a motion to approve the minutes of January 18, 2023.

Second: CM. John Galo  
For: 6  
Against: 0  
Abstained: 0

Motion carried unanimously



**B. Discussion with possible action on the selection and funding of projects submitted through the MPO Transportation Alternatives Set-Aside Program (TA) 2022 Call for Projects.**

Juan Mendive, Interim MPO Director made a presentation on the applications submitted for the Transportation Alternative Set-Aside program (TA) to the committee. The two projects received were *“El Metro ADA Bus Stops and Bicycle Plazas Enhancement Project”* and *“Downtown Safe Sidewalk Improvements”*. Mr. Mendive proceeded in advising the Committee that the Technical Committee and staff have reviewed the applications received and recommended to approve the funding for both projects in the amount of \$1 million in Category 9 funds for each project. If funding was awarded, the next step would be to enter into an Advance Funding Agreement (AFA) with TxDOT and after that, they will have 3 years to get projects off the ground.

CM John Galo asked if those monies could be used for any other projects.

Mr. Mendive stated that these Category 9 funds are specifically set for transportation alternatives related and they had to go through this call for projects to award the funds.

CM. John Galo made a motion to approve both projects submitted through the MPO Transportation Alternative Set-Aside Program (TA) 2022 Call for Projects.

Second: Judge, Tano Tijerina  
For: 7  
Against: 0  
Abstained: 0

Motion carried unanimously

**C. Discussion with possible action on potential future amendments to the MPO Bylaws regarding the structure and terms of the Policy Committee Chairperson and Vice-Chairperson. Note: A change in the structure and terms of Policy Committee membership will require a future MPO Bylaws amendment and 10-day public comment and review period.**

Juan Mendive, Interim MPO Director stated that the committee requested this item be presented in order to discuss the structure and terms of the Chairperson and Vice-Chairperson. Mr. Mendive presented some data he gathered from other MPOs across the state. He explained to the committee how each MPO worked, the method they follow and the terms they serve.

Mr. Mendive, continued by stating the item was not being presented for a Bylaws amendment at the moment, but to get direction from the committee on how they would like to proceed.

Judge Tijerina commented that he appreciated the information presented. He stated that he believed the idea of rotating the Chairperson and Vice-Chairperson was good and it was a healthy business practice. He recommended it should be the Mayor and the County Judge the ones rotating, but the board members could vote however, they would like. He further stated that it should be a two-year term for each.

CM Perez asked Judge Tijerina if it would be a rotation between the Mayor and the County Judge every year one and one.

CM. Galo answered by saying it could be every year or as the Judge had suggested two years each.

Judge Tijerina, stated that it could be however they decided, but he believed that out of the four-year term it should be two years for the Mayor and the same for the County Judge. He further stated that other than rotating the chair he did not have any other concerns.

Mayor Treviño asked if there were any other comments.

CM. Perez stated how she thought it was a fair idea and not a bad change; she also asked if a motion or a vote needed to be made.

Mayor Treviño stated that before a motion was made, they needed more information on the number of projects that were for each, the City of Laredo and the Webb County, and the respective dollar amounts. He also asked Mr. Mendive if the City Charter had to be changed as well.

Mr. Mendive stated that to his understanding there was nothing in the City Charter about the Mayor being the MPO Policy Committee Chairperson. He further stated that it was not something he looked at since the MPO had its own governing body and its own set of rules.

Mayor Treviño stated that he required more information before they act on the item.

CM. Galo expressed how this was not an action item for that day.

Mr. Mendive stated that the action could be just to direct staff and do more research and to bring back a certain language for the amendment of the Bylaws. He further stated that the idea for the item was only to present and compare how other MPOs were structured. It was also intended to get direction from the Policy Committee and how they could proceed. If the Committee decided to make the change, some language could be brought back in next month's meeting for their review. Mr. Mendive also



reminded the committee that a 10-day comment period will have to be opened, and after that, the changes for the Bylaws amendments could be made.

CM. Ruben Gutierrez Jr. made a motion to bring back the item for next month's meeting, with a recommendation on the number of terms for each, the Mayor and the County Judge should serve.

Second: CM. Galo  
For: 7  
Against: 0  
Abstained: 0

Motion carried unanimously

**D. Discussion with possible action on the ongoing restructuring of the MPO including the appointment of a permanent MPO Director, and any other matters incident thereto.**

Juan Mendive, MPO Interim Director gave a quick overview on the item. He stated that since May 2021 the MPO had been undergoing a restructure, which separated the MPO from the City of Laredo Planning Department. Since then, there had been a number of changes including some to the Bylaws, where the MPO Director is currently a separate full-time position and no longer the same Director for the Planning Dept.

Judge Tano Tijerina made a motion to appoint Mr. Juan Mendive as permanent MPO Director, and to bring recommendation for salary adjustment for next meeting.

Second: CM. John Galo  
For: 7  
Against: 0  
Abstained: 0

Motion carried unanimously

**E. Discussion with possible action on the Hachar-Reuthinger Road project.**

Ana Duncan, TxDOT, gave a brief presentation on Hachar-Reuthinger road project. She asked Ramon Chavez to join her for her presentation. She stated that this was just a follow up on what had been discussed in last month's meeting. She presented an updated schedule of the project. She explained how they had completed the right-of-way map.

CM. Galo asked if the metes and bounds had been provided from TxDOT.

Ms. Duncan, confirmed that TxDOT had submitted them to the City in final draft and the signed documents were submitted on February 10<sup>th</sup>.

CM. Galo asked Mr. Chavez, City Engineer how long it would take to convey the tracks as per the meets and bounds provided.

Mr. Chavez stated that they had discussed with TxDOT to have four months to be able to acquire the properties. He further stated that they had received seven parcels, and they had already contacted the owners of all the properties.

CM. Galo questioned why they needed four more months.

Mr. Chavez stated that the four months were as of when the project was received, and it was included in the schedule presented to them, it was set within the timeline for the letting of the project.

CM. Galo expressed how he understood what Mr. Chavez was explaining, but that with every day that was saved there was potential of receiving additional funds from TxDOT.

Mr. Chavez explained they were trying for less than the estimated four months; he stated that he and the Real Estate Division were already in contact with the owners.

CM. Galo asked what the next step was in the process. He asked TX Dot for clarification.

Ms. Duncan stated that they were required to follow the Title 3 checklist for federal projects, because this project is federally funded for construction.

Mr. Chavez asked to be given the opportunity to present a full report of the process in next month's meeting. In the meantime, they would continue to work on the project and they would keep the committee updated.

Mr. Brown asked if the meets and bounds were for full right-of-way acquisition and not necessarily for option 3A, which was the reduced scope project.

Mr. Chavez stated it was for the full right-of-way.

Mr. Brown asked if the seven different property owners had agreed to donate the property or if some were expecting to be paid.

Mr. Chavez stated how one of the owners actually owns five of the properties and another owns the other two properties. He further stated that part of the parcels belongs to Hachar and the others belong to Reuthinger. He stated that he was already in contact with Mr. Gilpin who represents the Reuthinger portion.



Mr. Mendive stated the City of Laredo was asking for full funding for the project. He further stated that in the time he has been with the MPO Division he's seen the project move forward. The time line presented by TxDOT will help stay on track of the process.

No Action was taken.

**V. REPORT(S) AND PRESENTATIONS (No action required)**

**A. Status report by the Regional Mobility Authority (RMA).**

Mr. Jed Brown provided the following report:

1. FM 1472 and Killam Industrial Blvd. Turn Lanes – The commencement of work at Killam Industrial Blvd. at FM 1472 occurred in early May 2022. Construction of the pavement widening components have been ongoing. Concrete pouring for FM 1472 and Killam Industrial Blvd. was ongoing in late December through 1/6/23. Construction of the traffic signal and median islands are complete. Main outstanding components are the sidewalk along Killam Industrial Blvd. and the driveway off of Killam Industrial Blvd. **Project is close to 90% complete and substantial completion is scheduled for early March.**
2. Los Presidentes (Cuatro Vientos to Brownwood) – The final walkthrough of the project occurred on 12/8/22. Paving of the street is 100% complete. Drainage is 100% complete. The work for the 18-inch water line is complete. The outstanding items are the lighting and irrigation. **Ribbon cutting of the project occurred on 2/1/23 and is now open to traffic. Overall the project is 99% complete.**
3. Loop 20 South (Cuatro Vientos) Acceleration/ Deceleration Lane Project - The project was awarded to Anderson Columbia in October 2021. Construction to commenced on the week of the 14th of March. The roadway and traffic items are all complete. The illumination poles will be complete. Traffic delineators at the intersection of Los Presidentes are in process to be reset. **The project is now open to traffic. Overall the project is 99% complete.**
4. Springfield Phase III – Final walkthrough of the project occurred on 12/9/22. The major outstanding items are the completion of the lighting and traffic improvements. Substantial completion is scheduled for late February/ March 2023. **Overall, the project is approximately 95% complete.**
5. Webb County Fair Grounds TIA – **The TIA report is complete and submitted to the County.**
6. River Road Corridor Study – The WCCL RMA has completed the stakeholder meetings on the Study. The traffic analysis, cost estimating and report development are

ongoing. Total duration of the study is 12 months. **Completion of the study is anticipated in June 2023.**

7. Safe Streets and Roads for All (SS4A) Grant – In partnership with the MPO and the City of Laredo, the RMA developed a \$2M grant application to develop an action to prevent roadway deaths and serious injuries. The application was successfully submitted on September 9, 2022 which was 6 days prior to the due date of the application. On the 30<sup>th</sup> of January, the RMA was informed by US Congressman Cuellar’s Office that the grant was approved for \$1.6M. Following the notification, the Federal Highway Administration notified the RMA that the Grant Agreement process between the RMA and the Federal Government will begin in the following weeks. A formal announcement by Congressman Cuellar is scheduled for 2/21/23.
8. Vallecillo Road – In the August MPO Policy Committee meeting, funding for construction of the project was concluded. Subsequent to the dedication of \$16.5M dollars of Category 7 funds from the MPO, US Congressman Henry Cuellar has pledged \$3M of federal earmark funds. These monies are in addition to the \$16.24M dedicated to the project by the RMA, City of Laredo and the Killam Company. Congressman Cuellar had a joint press conference with the City and State officials to announce the funding of the project. Approval of the \$3M funds were included as part of the Omnibus Bill that was approved by Congress at the end of December 2022. Now that the project is funded for construction, the RMA has submitted the appropriate paperwork to TxDOT for the draft Advanced Funding Agreement (AFA) and Funding Assistance Agreement (FAA) and begin design of the project. The RMA is currently awaiting receipt of the draft AFA and FAA from TxDOT.
9. Concord Hills (Wormser Road/ Lomas Del Sur to Los Presidentes) - Similar to the Los Presidentes project, the WC-CL RMA will sponsor and lead the design and construction of a new location 1.3 mile, 2-lane minor arterial roadway extension from Los Presidentes to Wormser Road/ Lomas Del Sur within a nominal ROW width of 90’ in partnership with the City of Laredo. The WC-CL RMA has committed \$1 million to the development of the project. The project will provide a parallel route to Cuatro Vientos and provide additional access to the new Laredo Sports Complex and the Municipal Water Park. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement between the City of Laredo and the WC-CL RMA.
10. Springfield Phase I, II, and IV – Similar to Springfield Phase III, the WC-CL RMA has committed up to \$1 million to the City of Laredo to assist with the funding of the construction of the next Phase of the project.

Other Items:

- The next WC-CL RMA Board of Directors meeting will be in March.



## **VI. DIRECTOR'S COMMENTS**

Juan Mendive, MPO Interim Director provided the following comments/report:

1. On February 8<sup>th</sup>, TxDOT's Transportation Planning & Programming Division held a meeting with MPOs, Districts, and Divisions to discuss Category 7 balances, utilization, and opportunities to maximize the State's August Re-distribution request. MPO staff were in attendance and will use the information and resources provided to continue effectively leveraging Category 7 funding. Staff were also informed about the new federal Carbon Reduction Program (CRP) funding that will be allocated to MPOs. Additional information will be shared with the Policy Committee as more details about CRP funding becomes available.
2. The RMA, in partnership with the City of Laredo and MPO, successfully developed and submitted a grant application to the Safe Streets and Roads for All program. The RMA was awarded a grant of \$1.6M to develop a safety action plan to prevent roadway deaths and serious injuries. The MPO looks forward to the continued collaboration with the RMA in the development of the safety action plan.
3. We would like to welcome our newest team member, Adriana A. Vigil, Administrative Secretary for the MPO.
4. Upcoming regularly scheduled meetings:
  - Active Transportation Committee – February 22, 2023
  - MPO Technical Committee – March 7, 2023
  - MPO Policy Committee – March 15, 2023

## **VII. EXECUTIVE SESSION**

The Policy Committee reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any posted agenda item when authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.086 (Economic Development). Following closed session, the open meeting will reconvene at which time action, if any, may be taken.

The Committee did not adjourn into executive session.

**VIII. ADJOURNMENT**

CM. Galo made a motion to **adjourn** the meeting at 2:27 P.M.

Second: Judge Tijerina

For: 8

Against: 0

Abstained: 0

Motion carried unanimously

---

Juan S. Mendive  
LWCAMPO Director

---

Dr. Victor D. Treviño, Mayor and  
LWCAMPO Chairperson



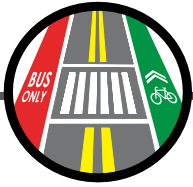
# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV. B.**

**Discussion with possible action on potential future amendments to the MPO Bylaws regarding the structure and terms of the Policy Committee Chairperson and Vice-Chairperson. Note: A change in the structure and terms of Policy Committee membership will require a future MPO Bylaws amendment and 10-day public comment and review period.**





# LAREDO & WEBB COUNTY

## AREA METROPOLITAN PLANNING ORGANIZATION

### **Proposed Bylaws Amendment Regarding the Chair and Vice-Chairperson**

#### **Summary:**

At the request of the Policy Committee, staff initiated a review of potential changes to the MPO bylaws regarding the structure and terms of the Chairperson and Vice-Chairperson. Staff conducted a peer-review of the bylaws of other MPOs in Texas and is providing its recommendation based on the findings and structure of other MPOs serving a Transportation Management Area (TMA), an urbanized area with a population of over 200,000.

As per CFR 450.310 (d)(1), each metropolitan planning organization that serves a designated TMA, shall consist of local elected officials, officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation, and appropriate state officials. As per CFR 450.310 (d)(3), the designation or selection of officials or representatives of MPOs serving a TMA shall be determined by the MPO according to the bylaws or enabling statute of the organization.

The existing bylaws of the Laredo Webb County Area MPO designates the City of Laredo Mayor as the Chairperson and the Webb County Judge as the Vice-Chairperson.

#### **Recommended Bylaw Amendment:**

- The Chairperson and Vice-Chairperson shall rotate every two years between the City of Laredo Mayor and Webb County Judge. The term of office for each shall begin the 1<sup>st</sup> of January in odd numbered years.

#### **Recommended timeline for implementation:**

- Open 10-day Public Review and Comment Period (May 2023)
- Final approval by Policy Committee (June 2023)
- City of Laredo Mayor will serve as Chair through end of December 2024. County Judge will serve as Vice-Chair during this period.
- County Judge will serve as Chair beginning January 1, 2025 through end of December 2026; Mayor will serve as Vice-Chair during this period.

**Chair and Vice-Chairperson Structure - Select Texas MPOs**

<b>MPO</b>	<b>Method</b>	<b>Term</b>
Alamo Area MPO	Chair, Chair Elect, and Vice-Chair rotate between three constituencies (City of San Antonio, Urban County/Suburban Cities and Rural Counties/Rural Cities); by election.	1 two-year term
Amarillo MPO	Mayor of the City of Amarillo serves as Chairperson.	N/A
Byran/College Station MPO	Chairperson and Vice-Chairperson are elected by majority vote of membership present.	unlimited two-year terms
Capital Area MPO	Chair and Vice-Chairperson are elected in even numbered years; each must be from different counties.	two-year terms
Corpus Christi MPO	Chairperson and Vice-Chairperson are elected by majority vote of membership.	unlimited one-year terms
El Paso MPO	Chair and Vice-Chairperson are elected annually ; each much be from different entities.	unlimited one-year term
Killen-Temple MPO	Chairperson and Vice-Chairperson are elected by a simple majority vote of membership present.	up to 2 consecutive one-year terms
Longview MPO	Mayor of the City of Longview serves as Chairperson.	N/A
Lubbock MPO	Chair and Vice-Chairperson are elected by majority vote of the membership.	unlimited two-year terms
Permian-Basin MPO	Chair and Vice-Chairperson are elected in even numbered years by majority vote of the membership present.	unlimited two-year terms
RGVMPO	Chair and Vice-Chairperson must come from different counties and rotate; elected by simple majority of membership present.	two-year term
Texarkana MPO	Chairperson and Vice-Chairperson are elected by a majority of membership present; each must be elected official.	up to 2 consecutive two-year terms
Tyler MPO	Mayor of the City of Tyler serves as Chairperson.	N/A
Waco MPO	Chairperson and Vice-Chairperson are elected annually by majority vote of membership present.	1 one-year term



**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

**MISSION STATEMENT**

To set transportation related policy, identify existing and future local transportation needs in cooperation with TxDOT, and propose and recommend projects for all modes of transportation including mass transit and active transportation, with special attention to freight

**ARTICLE I  
DEFINITIONS, PURPOSE AND AUTHORITY**

**Section 1.1 Definitions**

- **Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO)** – is the organization, formerly known as the Laredo Urban Transportation Study, designated by the Governor of the State of Texas, to serve as the Metropolitan Planning Organization for the Laredo Urbanized Area. It shall be hereinafter referred to as the “MPO.”
- **Metropolitan Planning Area-** The geographic area for which the MPO is responsible and in which the metropolitan transportation planning process must be carried out pursuant to Title 23 USC Section 134 and Title 49 USC Section 5303.
- **Metropolitan Planning Organization (MPO)** - The forum for cooperative transportation decision-making, as designated by the Governor, and units of general-purpose local government representing 75 percent of the affected metropolitan population. The MPO is responsible for identifying local transportation needs, in cooperation with the Texas Department of Transportation (TxDOT), following a "Continuing, Comprehensive, and Cooperative" transportation planning process pursuant to 23 USC 134. The MPO is also responsible for proposing and recommending projects for all modes of urban transportation to those governmental units that are responsible for program development and project implementation.
- **Metropolitan Planning Organization Policy Committee (Policy Committee)** - The policy body, established pursuant to 23 USC 134, with the responsibility for establishing overall transportation for, and taking the required approval actions as the Metropolitan Planning Organization. The Policy Committee is comprised of those governmental agencies identified in the original designation agreement and those agencies or organizations subsequently added to the membership of the board. The Policy Committee shall have decision-making authority over issues such as the Unified Planning Work Program (UPWP), the Transportation Improvement Program (TIP) and the Metropolitan Transportation Plan (MTP).
- **Metropolitan Planning Organization Technical Review Committee (Technical Committee)** - The body of the MPO responsible for professional and technical review of work programs, policy recommendations and transportation planning activities. The Technical Committee shall review issues for accuracy and advise the Policy Committee on recommended actions. The Technical Committee is composed of representatives of the City

**BYLAWS AND OPERATING PROCEDURES**  
**LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

of Laredo, the County of Webb, the Texas Department of Transportation and private sector representatives.

- **Metropolitan Planning Organization Active Transportation Committee** – the body of the MPO responsible for improving and promoting active modes of mobility in the MPO study area by monitoring the implementation of the Laredo Webb County Active Transportation Plan, and providing recommendations on MPO active transportation related activities.
- **Fiscal Agent for the Metropolitan Planning Organization (Fiscal Agent)** – The governmental entity or agency designated by written agreement between the MPO Policy Committee and the governmental entity or agency providing fiscal administrative services and other services (which may include personnel and staff support) to the MPO Policy Committee and the Staff of the MPO.
- **Laredo Metropolitan Transportation Plan (MTP)** - The MTP is an official, comprehensive, intermodal transportation plan developed and adopted for the Laredo Metropolitan Area through the transportation planning process. The MTP identifies the existing and future transportation needs and develops coordinated strategies to provide the necessary transportation facilities essential for the continued mobility and economic vitality of Laredo. These coordinated transportation strategies include roadway development and operations, truck and rail freight movement, transit operations, bikeways and pedestrian facilities. The development of the MTP is required under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) to assure the continuation of federal transportation funds. The plan shall address a continuous twenty-year planning horizon.
- **Transportation Improvement Program (TIP)** - A staged, multiyear, intermodal program, of transportation projects which is consistent with the metropolitan transportation plan and which is also financially constrained.
- **Unified Planning Work Program (UPWP)** - Shall mean the program of work that includes goals, objectives and/or tasks required by each of the several agencies involved in the metropolitan transportation planning process. The UPWP shall describe metropolitan transportation and transportation-related planning activities anticipated in the area during the next one-year period and reflect transportation planning work to be funded by federal, state or local transportation or transportation-related planning funds.

**Section 1.2 Purpose**

The MPO is the designated organization responsible for identifying local transportation needs in cooperation with the Texas Department of Transportation (TxDOT). The MPO is also the entity responsible for proposing and recommending projects for all modes of urban transportation to those governmental units that are responsible for program development and project implementation.

**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

**Section 1.3 Authority**

The MPO shall have the following authority pursuant to 23 CFR Part 450:

- (a) To develop and establish policies, procedures, plans and programs for the metropolitan area.
- (b) To certify such actions as may be necessary to comply with state and federal regulations.
- (c) To establish such rules of procedure and approve such actions as it deems necessary to fulfill its purposes.
- (d) To ensure those requirements of 23 USC 134 and 135 and 49 USC, Chapter 53, 5301, et seq. are carried out.
- (e) To use federal transportation planning funds, as well as in-kind matching funds as authorized by the Texas Transportation Commission, to develop and maintain a comprehensive regional transportation planning program in conformity with requirements of 23 USC 135 and 49 USC 5303.
- (f) To adopt a Metropolitan Transportation Plan (MTP) for the metropolitan planning area that will complement the Statewide Transportation Plan required by state and federal laws, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.
- (g) To establish one or more advisory committees to assist in the transportation planning process and/or assist in promoting the implementation of approved plans. The Policy Committee may create ad-hoc committees or other technical subcommittees.

**ARTICLE II  
MEMBERSHIP, TERMS AND ADMINISTRATION**

**Section 2.1 Membership and Qualifications**

- (a) The MPO shall be comprised of a Policy Committee and a Technical Committee. The Policy Committee shall include the following members:

City of Laredo:

**Mayor (Chairperson)**

Two City Councilmembers, as appointed by the Mayor in his/her sole discretion.



**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

Laredo Mass Transit Board      One Laredo Mass Transit Board member as appointed by the Board's presiding officer/Mayor in his/her sole discretion.

County of Webb:      **County Judge (Vice-Chairperson)**  
Two County Commissioners as appointed by the Webb County Judge in his/her sole discretion.

State of Texas:      TxDOT District Engineer

Member at Large      Member to be appointed by the Policy Committee

\*\*\* EX-OFFICIO \*\*\*

State of Texas:      State Senator(s)  
State Representative(s)

- (b) Members shall serve until a replacement is qualified pursuant to section 2.1 Subsection (e).
- (c) The Mayor of the City of Laredo shall appoint the two City Councilmembers that represent the City of Laredo.
- (d) Laredo Mass Transit Board's presiding officer/Mayor shall appoint one member to represent the Laredo Mass Transit Board.
- (e) The County Judge of the County of Webb shall appoint the two County Commissioners that represent the County of Webb.
- (f) Appointments to the Policy Committee shall be for a period of two years. A member may be reappointed with no limitation to number of terms, except that such term will not continue in the event an officer becomes ineligible for membership on the Policy Committee.

**Section 2.2 Meetings, Quorum and Voting**

- (a) The Policy Committee shall meet at least twice per year or as often as necessary to fulfill its purposes.
- (b) Quorum shall consist of four (4) members of the voting membership.
- (c) The use of proxies by the voting members of the Policy Committee is prohibited.
- (d) The official actions of the Policy Committee shall be by affirmative action of the majority of the voting membership present and voting at public meetings. All meetings are to be held as

**BYLAWS AND OPERATING PROCEDURES**  
**LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

open meetings as defined in Chapter 551, Texas Government Code (Texas Open Meetings Act), and the Transportation Planning Director of the MPO shall insure that the written notice of the meeting is posted at City of Laredo City Hall and Webb County Commissioners Court Building at least 72 hours prior to the meeting. Additionally, the notice may be posted at TxDOT Laredo District Office, and on the City of Laredo and Webb County website. The Transportation Planning Director shall insure that at least two copies of the agenda and such supporting documentation as is available to the Policy Committee are made available for public inspection in the MPO offices at the same time they are made available to the Policy Committee members.

(e) All official actions of the Policy Committee shall be duly recorded in the minutes of the meeting.

(f) The Mayor of the City of Laredo shall serve as Chairperson of the Policy Committee. The responsibilities of the Chairperson shall include, but are not limited to the following:

1. Preside at all meeting of the Policy Committee.
2. Authenticate, by signature, all resolutions adopted by the Policy Committee.
3. Serve as chief policy advocate for the Policy Committee.
4. Represent the committee at hearings, conferences, and other events as required or designate another member of the Committee or the Chairperson of the Technical Committee to represent the Chairperson.

(g) The County Judge of the County of Webb shall serve as Vice Chairperson of the Policy Committee. During the absence of the Chairperson, the Vice Chairperson shall preside over meetings and shall exercise all the duties of the Chairperson.

(h) In the absence of the Chairperson and Vice Chairperson from a Policy Committee meeting at which a quorum is present, the remaining members present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.

**Section 2.3 Administration**

(a) The MPO shall be led by a full-time MPO Transportation Planning Director. The responsibilities of the Director shall include, but are not limited to the following:

1. All staff support for the Policy Committee, oversight and coordination of MPO administration and transportation planning activities, grant administration, maintaining records and providing notice of meetings as required by the Public Participation Process.
2. Shall act as Chairperson of the Technical Committee with responsibility for drafting findings and recommendations of the Technical Committee for review by the Policy Committee.

**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

3. Shall be responsible for all plans and reports prepared by and for the review and consideration of the Policy Committee and for submitting the recommended policies, procedures and programs of the Technical Committee to the Policy Committee.
4. Supervise the MPO staff.
5. Serve as a liaison to the Texas Department of Transportation's planning program through the department's district office and the department's Transportation Planning and Programming Division's representative.
6. In cooperation with the Texas Department of Transportation, collect, maintain, forecast, and report to the department appropriate socioeconomic, roadway, and travel data.
7. Prepare and submit all required plans, reports, programs, data, and certifications.
8. Develop and present to the MPO Policy Committee a Metropolitan Transportation Plan for the metropolitan planning area, a Transportation Improvement Program and a Unified Planning Work Program and such other planning documents and reports that may be required by state or federal laws or regulations.

(b) The Technical Committee shall include the following:

1. City Representatives:  
Laredo City Planner  
The General Manager of the City Transit System  
Laredo Director of Traffic Safety  
Laredo Airport Manager  
Laredo City Engineer  
Laredo Bridge Director
2. County and Regional Representatives:  
Webb County Planning Director  
South Texas Development Council Regional Planning Director  
The General Manager of the Rural Transit System  
Webb County Engineer
3. State Representatives:  
TxDOT Planning Representative (Vice-Chairperson)  
TxDOT Planning Representative  
TxDOT Area Engineer  
TxDOT TPP Field Representative



**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

4. Federal representatives:  
FHWA Planning Representative (Austin)
  
5. Private Sector Representatives:  
A representative of the Kansas City Southern Railroad Company  
A representative of the Union Pacific Railroad Company  
A representative of the Laredo Transportation Association  
A Transportation Provider Representative who shall also serve on the Laredo Transportation & Traffic Safety Advisory Committee
  
6. School system representatives  
A representative of the Laredo Independent School District  
A representative of the United Independent School District  
A representative of Texas A&M International University  
A representative of Laredo Community College

- (c) Each voting member of the Technical Committee may have a designated alternate member to serve on the committee in the member's absence. Appointed alternate members will have the voting rights and privileges of members when serving in the absence of the Technical Committee member.

The responsibilities of the Technical Committee include technical review of work programs, policy recommendations and transportation planning activities.

- (d) The Active Transportation Committee (ATC)

1. The responsibilities of the Active Transportation Committee shall include the following:
  - a. Monitor the implementation of the Laredo and Webb County Active Transportation Plan.
  - b. Recommend active transportation related planning studies to be conducted.
  - c. Provide recommendations to the MPO Policy Committee regarding active transportation planning activities.
  - d. Advise the MPO Policy Committee on active transportation related technical and policy issues.
  - e. Explore and recommend funding options and opportunities for active transportation related projects.
  - f. Promote community outreach efforts such as bicycle and pedestrian safety campaigns and educational programs.

2. Membership

- a. The Active Transportation Committee shall be composed of a broad group of representatives from the regional community.

**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

- b. Members shall be selected by MPO staff.
- c. The MPO Director shall select the Active Transportation Committee Chair.

**Section 2.4 Ethic Policy for MPO Policy Members and Employees**

(a) A policy board member or employee of a metropolitan planning organization may not:

- (1) accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct; or,
- (2) accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position; or,
- (3) accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties; or,
- (4) make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or,
- (5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.


**BYLAWS AND OPERATING PROCEDURES  
LAREDO WEBB COUNTY AREA METROPOLITAN PLANNING ORGANIZATION**

**ARTICLE III  
AMENDMENTS**

**Section 3.1 Bylaw Revisions**

The Bylaws may be revised or amended by approval of the Policy Committee at a meeting at which a quorum, as defined herein, is present.

PASSED AND APPROVED, on this the 15th day of Sept. 2021.

  
*Kol:* ~~Honorable Pete Saenz~~  
Mayor of Laredo and Chairperson of the  
LWCAMPO Transportation Planning Committee

We certify that the LWCAMPO By-laws were revised at a public meeting of the Policy Committee of the Laredo Webb County Area Metropolitan Planning Organization.

  
\_\_\_\_\_  
Juan S. Mendive  
Interim MPO Director

  
\_\_\_\_\_  
David M. Salazar  
TxDOT District Engineer

This content is from the eCFR and is authoritative but unofficial.

## Title 23 - Highways

### Chapter I - Federal Highway Administration, Department of Transportation

#### Subchapter E - Planning and Research

#### Part 450 - Planning Assistance and Standards

#### Subpart C - Metropolitan Transportation Planning and Programming

**Authority:** 23 U.S.C. 134 and 135; 42 U.S.C. 7410 *et seq.*; 49 U.S.C. 5303 and 5304; 49 CFR 1.85 and 1.90.

**Source:** 81 FR 34135, May 27, 2016, unless otherwise noted.

#### § 450.310 Metropolitan planning organization designation and redesignation.

- (a) To carry out the metropolitan transportation planning process under this subpart, an MPO shall be designated for each urbanized area with a population of more than 50,000 individuals (as determined by the Bureau of the Census).
- (b) MPO designation shall be made by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law.
- (c) The FHWA and the FTA shall identify as a TMA each urbanized area with a population of over 200,000 individuals, as defined by the Bureau of the Census. The FHWA and the FTA shall also designate any urbanized area as a TMA on the request of the Governor and the MPO designated for that area.
- (d) **TMA structure:**
  - (1) **Not later than October 1, 2014, each metropolitan planning organization that serves a designated TMA shall consist of:**
    - (i) **Local elected officials;**
    - (ii) **Officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and**
    - (iii) **Appropriate State officials.**
  - (2) An MPO may be restructured to meet the requirements of this paragraph (d) without undertaking a redesignation.
  - (3) **Representation .**
    - (i) **Designation or selection of officials or representatives under paragraph (d)(1) of this section shall be determined by the MPO according to the bylaws or enabling statute of the organization.**
    - (ii) Subject to the bylaws or enabling statute of the MPO, a representative of a provider of public transportation may also serve as a representative of a local municipality.
    - (iii) An official described in paragraph (d)(1)(ii) shall have responsibilities, actions, duties, voting rights, and any other authority commensurate with other officials described in paragraph (d)(1) of this section.



- (4) Nothing in this section shall be construed to interfere with the authority, under any State law in effect on December 18, 1991, of a public agency with multimodal transportation responsibilities -
  - (i) To develop the plans and TIPs for adoption by an MPO; and
  - (ii) To develop long-range capital plans, coordinate transit services and projects, and carry out other activities pursuant to State law.
- (e) To the extent possible, only one MPO shall be designated for each urbanized area or group of contiguous urbanized areas. More than one MPO may be designated to serve an urbanized area only if the Governor(s) and the existing MPO, if applicable, determine that the size and complexity of the urbanized area make designation of more than one MPO appropriate. In those cases where two or more MPOs serve the same urbanized area, the MPOs shall establish official, written agreements that clearly identify areas of coordination, and the division of transportation planning responsibilities among the MPOs.
- (f) Nothing in this subpart shall be deemed to prohibit an MPO from using the staff resources of other agencies, non-profit organizations, or contractors to carry out selected elements of the metropolitan transportation planning process.
- (g) An MPO designation shall remain in effect until an official redesignation has been made in accordance with this section.
- (h) An existing MPO may be redesignated only by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population (including the largest incorporated city, based on population, as named by the Bureau of the Census).
- (i) For the purposes of redesignation, units of general purpose local government may be defined as elected officials from each unit of general purpose local government located within the metropolitan planning area served by the existing MPO.
- (j) Redesignation of an MPO (in accordance with the provisions of this section) is required whenever the existing MPO proposes to make:
  - (1) A substantial change in the proportion of voting members on the existing MPO representing the largest incorporated city, other units of general purpose local government served by the MPO, and the State(s); or
  - (2) A substantial change in the decisionmaking authority or responsibility of the MPO, or in decisionmaking procedures established under MPO by-laws.
- (k) Redesignation of an MPO serving a multistate metropolitan planning area requires agreement between the Governors of each State served by the existing MPO and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population (including the largest incorporated city, based on population, as named by the Bureau of the Census).
- (l) The following changes to an MPO do not require a redesignation (as long as they do not trigger a substantial change as described in paragraph (j) of this section):
  - (1) The identification of a new urbanized area (as determined by the Bureau of the Census) within an existing metropolitan planning area;
  - (2) Adding members to the MPO that represent new units of general purpose local government resulting from expansion of the metropolitan planning area;

- (3) Adding members to satisfy the specific membership requirements described in paragraph (d) of this section for an MPO that serves a TMA; or
  - (4) Periodic rotation of members representing units of general-purpose local government, as established under MPO by-laws.
- (m) Each Governor with responsibility for a portion of a multistate metropolitan area and the appropriate MPOs shall, to the extent practicable, provide coordinated transportation planning for the entire MPA. The consent of Congress is granted to any two or more States to:
- (1) Enter into agreements or compacts, not in conflict with any law of the United States, for cooperative efforts and mutual assistance in support of activities authorized under 23 U.S.C. 134 and 49 U.S.C. 5303 as the activities pertain to interstate areas and localities within the States; and
  - (2) Establish such agencies, joint or otherwise, as the States may determine desirable for making the agreements and compacts effective.

*[81 FR 34135, May 27, 2016, as amended at 81 FR 93470, Dec. 20, 2016; 82 FR 56543, Nov. 29, 2017]*



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV. C.**

**Discussion with possible action on the Hachar-Reuthinger Road project, including the allocation and programming of additional Category 7 funds in the amount of \$47.79 million, bringing the Category 7 total to \$100 million, for the construction of Hachar-Reuthinger Road four lane divided highway (CSJ 0922-33-165 and 0922-33-166).**



1817 BOB BULLOCK LOOP, LAREDO, TEXAS 78043-9770 | 956.712.7400 | WWW.TXDOT.GOV

March 6, 2023

Juan Mendive  
 Director  
 Laredo & Webb County Area MPO  
 1413 Houston St.  
 Laredo, Texas 78040

Dear Mr. Mendive:

The Texas Department of Transportation is committed to bring Hachar-Reuthinger project to fruition and continues to actively work on this and seek solutions to meet the FY 2024 letting date. A request to designate this road as part of the State Highway system has been submitted to administration and will be presented to the Texas Transportation Commission in an upcoming meeting. This action will allow this project to be eligible for other funding categories only available to On-System roadway projects. We are optimistic our request will be approved and have prepared a plan of action to fund the \$94,377,121.00 deficit on this project.

As part of this plan, we recommend that additional \$47,786,219.00 Category 7 funds be allocated to this project. The remaining deficit will be funded with Category 2, Category 4U (contingent upon approval of this project being designated as On-System) and Cat 11 BSIF. Please note, this additional allocation will not affect projects currently programmed with Category 7.

The table below depicts the recommended funding strategy.

	Programmed Cat 7	Proposed Changes		Total
		Add'l Cat 7	Cat 2/ Cat 4/ Cat 11 BSIF	
Hachar 0922-33-165	30,773,113.00	47,786,219.00	7,265,098.00	85,824,430.00
Reuthinger 0922-33-166	21,440,668.00	-	39,325,804.00	60,766,472.00
	\$ 52,213,781.00	\$ 47,786,219.00	\$ 46,590,902.00	146,590,902.00

**Revised Cat 7      \$ 100,000,000.00**

We are confident that these changes will bring us closer to the finish line and successfully achieve our common goal of bringing this much expected project to fruition for the benefit of the community.

OUR VALUES: *People • Accountability • Trust • Honesty*


OUR MISSION: *Connecting You with Texas*

An Equal Opportunity Employer



Let us know if you would like to meet to further discuss or if you need more information from us.

Sincerely,

DocuSigned by:  
  
B6BEDC41D58848E...  
Roberto Rodriguez III., P.E.  
Director of Transportation Planning & Development

cc: Epigmenio "Epi" Gonzalez, P.E., District Engineer, TxDOT  
Dr. Victor D. Treviño, Mayor of Laredo, MPO Policy Committee  
Tano Tijerina, Webb County Judge, MPO Policy Committee  
Vanessa Perez, City Councilmember, MPO Policy Committee  
Jed A. Brown, MPO Policy Committee

Laredo Webb County Area MPO Category 7 Funding												
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033*	Total
<b>Total Targets</b>	\$56,794,853	\$8,154,760	\$8,317,866	\$8,484,234	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,959	\$8,157,956	\$138,857,423
<b>MPO Programmed</b>	\$52,213,781	\$1,000,000	\$7,030,287	\$8,484,234	\$8,015,766	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$77,744,068
<b>Balance</b>	<b>\$4,581,072</b>	<b>\$7,154,760</b>	<b>\$1,287,579</b>	<b>\$0</b>	<b>\$142,193</b>	<b>\$7,157,959</b>	<b>\$8,157,959</b>	<b>\$8,157,959</b>	<b>\$8,157,959</b>	<b>\$8,157,959</b>	<b>\$8,157,956</b>	<b>\$61,113,355</b>

CSJ	MPO Programmed Projects	Programmed (\$)	Fiscal Year (FY)
0922-33-165	Hachar Roadway**	\$30,773,113	FY 23
0922-33-166	Reuthinger Road	\$21,440,668	FY 23
0922-33-213	World Trade Bridge Expansion	\$1,000,000	FY 24
0086-16-008	Interchange at Lomas del Sur & SL 20	\$7,030,287	FY 25
0922-33-205	Vallecillo Road	\$16,500,000	FY 26-27
TBD	Outer Loop south segments ROW Phase	\$1,000,000	FY 2028
<b>MPO Total Programmed</b>		<b>\$77,744,068</b>	

\*Proposed funding target in Draft 2024 Unified Transportation Program (UTP)

\*\*Programmed amount includes CAT 7 CRRSAA Funds allocated on November 17, 2021.

# **Hachar-Reuthinger Road Project**

**Right-of-Way Acquisition Information  
provided by City of Laredo**

**March, 2023**

## Hachar-Reuthinger Road Project

Property Owner	Parcel	Survey Received	Interest Letter Sent	Appraisal	Offer Letter	Title Commitment Requested	City Council	Closing
N D Hachar Trust	1	2/7/2023	3/7/2023			3/3/2023		
N D Hachar Trust	2	2/7/2023	3/7/2023			3/3/2023		
N D Hachar Trust	5	3/6/2023	3/7/2023			3/3/2023		
Property Owner	Parcel	Survey Received	Interest Letter Sent	Appraisal	Offer Letter	Title Commitment Requested	City Council	Closing
FM 1472 Investments Inc	3	2/7/2023	3/3/2023			3/3/2023		
Property Owner	Parcel	Survey Received	Interest Letter Sent	Appraisal	Offer Letter	Title Commitment Requested	City Council	Closing
Indra Inc	4	2/7/2023	3/7/2023			3/3/2023		
Property Owner	Parcel	Survey Received	Interest Letter Sent	Appraisal	Offer Letter	Title Commitment Requested	City Council	Closing
Reuthinger Living Trust	6	2/7/2023	3/3/2023			3/3/2023		
Property Owner	Parcel	Survey Received	Interest Letter Sent	Appraisal	Offer Letter	Title Commitment Requested	City Council	Closing
North Laredo Industrial Park Ltd	7	2/7/2023	ON HOLD					



**CITY OF LAREDO**  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
REAL ESTATE DIVISION

---

March 3, 2023

FM 1472 Investments Inc  
182 Stable Road  
Laredo, Texas 78045

**Certified Mail: 7021197000055651898**

County: Webb  
Highway: Hachar-Reuthinger Road  
CSJ: 0922-33-165 Limits: From F.M. 1472 To IH-35  
RCSJ: N/A  
Parcel No: 3

Dear FM 1472 Investments Inc.,

In an effort to address the continued growth and development in north Laredo, the City of Laredo is pursuing the construction of a new controlled-access facility "Hachar-Reuthinger Road" as a mean to improve traffic flow and congestion issues in the area of FM 1472 (Mines Road) to IH35. A portion of your property with Property ID#307025 legally described as ABST 278 POR 12 S Sanchez 17.508 ACS is of primary interest to the City for the development of said road.

In acquiring real estate property, you as property owner have specific rights as per Texas State statutes, included for your information is the Texas Landowner's Bill of Rights and When a Public Agency Acquires your Property.

If you should have further questions or need additional information on this matter, please feel free to contact me at the Department of Community Development Real Estate Division at (956) 795-5706 or via email at [nmartinez@ci.laredo.tx.us](mailto:nmartinez@ci.laredo.tx.us).

Sincerely,

Norma Martinez  
Real Estate Manager

Encl.

- Webbcad Property Information
- Texas Landowner's Bill of Rights
- When a Public Agency Acquires Your Property
- Survey (Parcel Plat)



**GENERAL INFO**

**ACCOUNT**

Property ID: 307025  
 Geographic ID: 900-90121-055  
 Type: R  
 Zoning: M-1  
 Agent:  
 Legal Description: ABST 278 POR 12 S SANCHEZ  
 17.508 ACS

**OWNER**

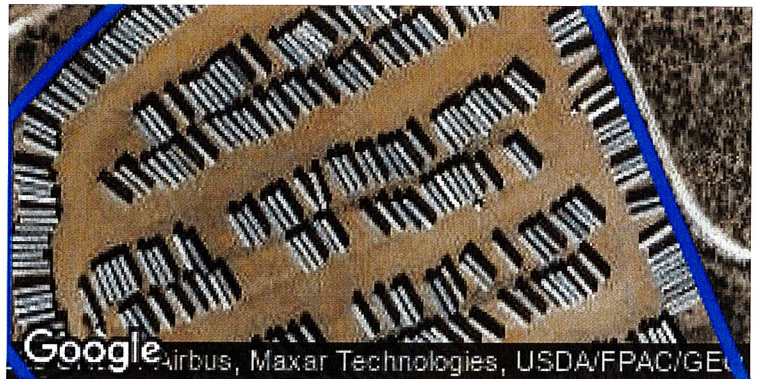
Name: FM1472 INVESTMENTS INC  
 Secondary Name:  
 Mailing Address: 182 STABLE RD LAREDO TX US 78045-3406  
 Owner ID: 10177162  
 % Ownership: 100.00  
 Exemptions:

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R37  
 Zoning: M-1

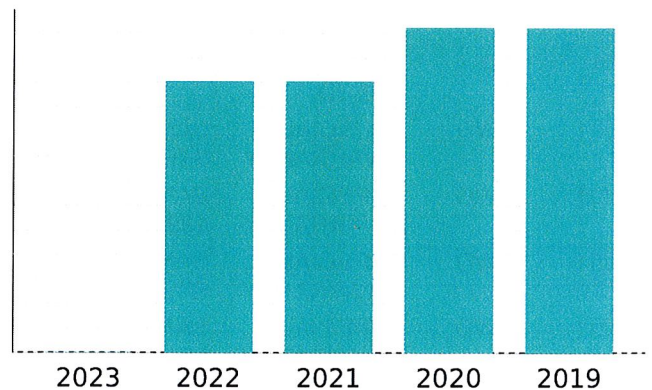


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$276,444	\$0	\$0	\$276,444	\$0	\$276,444
2021	\$276,444	\$0	\$0	\$276,444	\$0	\$276,444
2020	\$331,310	\$0	\$0	\$331,310	\$0	\$331,310
2019	\$331,310	\$0	\$0	\$331,310	\$0	\$331,310





THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

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

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





## CONDEMNATION PROCEDURE

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

### WHO CAN I HIRE TO HELP ME?

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

### WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

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

### WHAT IS ADEQUATE COMPENSATION?

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

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

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

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

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

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

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



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

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

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

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

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

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

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

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

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



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

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

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

Yes. The special commissioners are tasked only with determining

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

### **WHO CAN BE A SPECIAL COMMISSIONER?**

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

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

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



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

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

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

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

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

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

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

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

**OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD**

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

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

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

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

**WHO PAYS FOR TRIAL?**

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

**IS THE TRIAL VERDICT THE FINAL DECISION?**

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





## DISMISSAL OF THE CONDEMNATION ACTION

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL RESOURCES AND ADDENDA

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

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

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM A:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

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

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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



THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM B:**

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

### ADDENDUM C:

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

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

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

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

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

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

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

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

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

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



## **WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY**

**U.S. Department of Housing  
and Urban Development**  
Office of Community Planning  
and Development

[www.hud.gov/relocation](http://www.hud.gov/relocation)

### **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

### **General Questions**

#### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

#### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

## **How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

## **What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

## **How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

## **Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## **How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

## **What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

## **Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

## **May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

## **If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the

title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

## **Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

## **May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

## **Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

## **Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

## **How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

## **Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

## **My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

## **I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.



### **Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

### **Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: City of Laredo

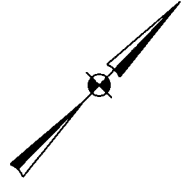
Address: 1301 Farragut

Office Hours: 8:00a.m.-5:00p.m.

Telephone Number: 956-795-5706

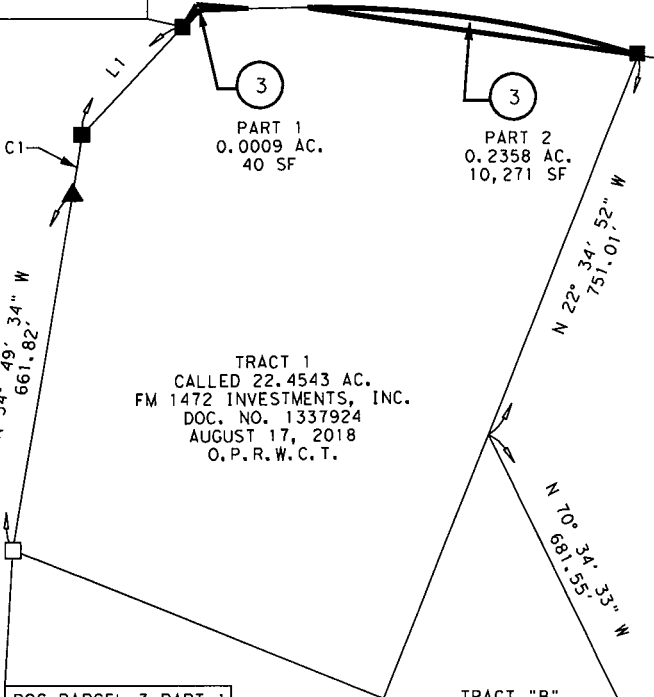
Person to Contact: Norma Martinez

N:\Entech 278\21948002\CAD\Parcel Plats\MRF092233165\*PARCEL 3\*8.dgn



POB PARCEL 3 PT 1  
N=17,128,543.75  
E= 641,016.69  
STA=14+80.15  
O/S=216.65' RT  
SET

POB PARCEL 3  
PART 2  
N=17,129,075.38  
E= 641,659.76  
STA=23+80.31  
O/S=223.67' RT  
SET



TRACT 1  
CALLED 22.4543 AC.  
FM 1472 INVESTMENTS, INC.  
DOC. NO. 1337924  
AUGUST 17, 2018  
O.P.R.W.C.T.

TRACT "B"  
CALLED 3.380 AC.  
VERDE CORP  
VOL. 1670, PG. 633  
AUGUST 25, 2004  
O.P.R.W.C.T.

POC PARCEL 3 PART 1  
FND TXDOT TYPE II

POC PARCEL 3  
PART 2  
FND CONCRETE  
MONUMENT

PARENT TRACT INSET  
PARCEL 3 PARTS 1 & 2  
N.T.S.

**RODS SURVEYING, INC.**  
6810 LEE ROAD SPRING, TEXAS 77379  
TEL (281) 257-4020 FAX (281) 257-4021  
TBPLS FIRM REGISTRATION # 10030700

PARCEL PLAT  
SHOWING  
**PARCEL P00069080.001 AND  
P00069080.002**  
CS (HACHAR-REUTHINGER HIGHWAY)  
RCSJ 0922-33-218  
PROJECT NO. R00011098  
FEBRUARY 2023



**CITY OF LAREDO**  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
REAL ESTATE DIVISION

---

March 7, 2023

Indra Inc  
6557 Metro Ct Ste 2  
Laredo, Texas 78041

**Certified Mail: 7021197000055651904**

County: Webb  
Highway: Hachar-Reuthinger Road  
CSJ: 0922-33-165 Limits: From F.M. 1472 To IH-35  
RCSJ: N/A  
Parcel No: 4

Dear Indra Inc.,

In an effort to address the continued growth and development in north Laredo, the City of Laredo is pursuing the construction of a new controlled-access facility "Hachar-Reuthinger Road" as a mean to improve traffic flow and congestion issues in the area of FM 1472 (Mines Road) to IH35. A portion of your property with Property ID#792433 legally described as ABST 278 POR 12 S Sanchez 83.45 ACS is of primary interest to the City for the development of said road.

In acquiring real estate property, you as property owner have specific rights as per Texas State statutes, included for your information is the Texas Landowner's Bill of Rights and When a Public Agency Acquires your Property.

If you should have further questions or need additional information on this matter, please feel free to contact me at the Department of Community Development Real Estate Division at (956) 795-5706 or via email at [nmartinez@ci.laredo.tx.us](mailto:nmartinez@ci.laredo.tx.us).

Sincerely,

Norma Martinez  
Real Estate Manager

Encl.

- Webbcad Property Information
- Texas Landowner's Bill of Rights
- When a Public Agency Acquires Your Property
- Survey (Parcel Plat)

**GENERAL INFO**

**ACCOUNT**

Property ID: 792433  
 Geographic ID: 900-90121-084  
 Type: R  
 Zoning: AG  
 Agent: TERESA SANTOS  
 Legal Description: ABST 278 POR 12 S SANCHEZ 83.45 ACRES

**OWNER**

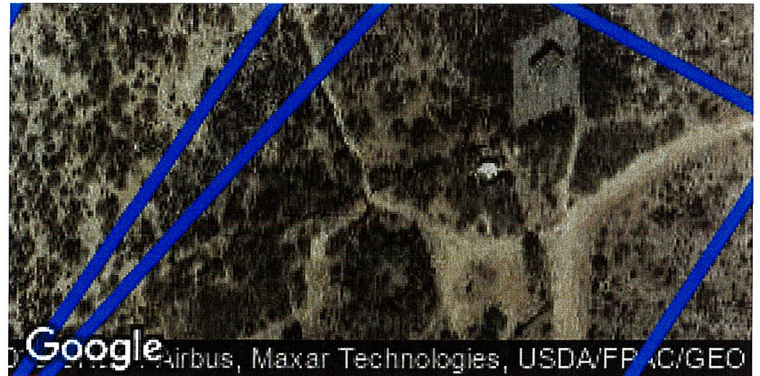
Name: INDRA INC  
 Secondary Name:  
 Mailing Address: 6557 Metro Ct Ste 2 Laredo TX 78041-8000  
 Owner ID: 10207621  
 % Ownership: 100.00  
 Exemptions:

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: AG

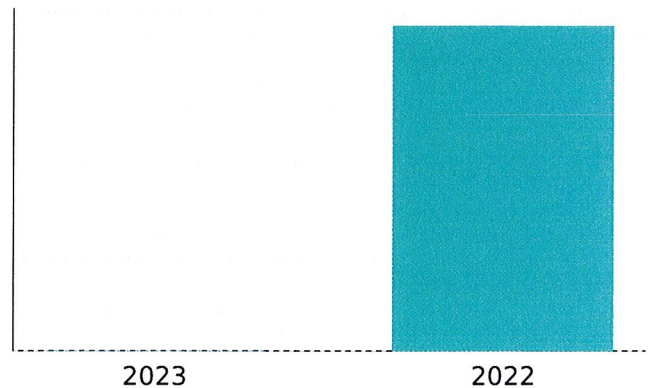


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
  
 Net Appraised: N/A

**VALUE HISTORY**



**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$1,263,850	\$0	\$1,259,511	\$4,339	\$0	\$4,339





THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

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

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





## CONDEMNATION PROCEDURE

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

### WHO CAN I HIRE TO HELP ME?

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

### WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

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

### WHAT IS ADEQUATE COMPENSATION?

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

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

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

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

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

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

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



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

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

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

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

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

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

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

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

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



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

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

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

Yes. The special commissioners are tasked only with determining

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

### **WHO CAN BE A SPECIAL COMMISSIONER?**

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

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

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



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

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

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

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

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

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

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

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

## **OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD**

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

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

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

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

### **WHO PAYS FOR TRIAL?**

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

### **IS THE TRIAL VERDICT THE FINAL DECISION?**

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





## DISMISSAL OF THE CONDEMNATION ACTION

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL RESOURCES AND ADDENDA

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

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

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM A:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

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

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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



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

### ADDENDUM B:

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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



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

### ADDENDUM C:

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

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

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

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

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

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

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

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

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

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

## **WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY**

**U.S. Department of Housing  
and Urban Development**  
Office of Community Planning  
and Development

[www.hud.gov/relocation](http://www.hud.gov/relocation)

### **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

### **General Questions**

#### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

#### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

## **How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

## **What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

## **How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

## **Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## **How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

## **What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

## **Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

## **May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

## **If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the



title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

## **Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

## **May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

## **Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

### **Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

### **How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

### **Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

### **My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

### **I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

### **Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

### **Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: City of Laredo

Address: 1301 Farragut

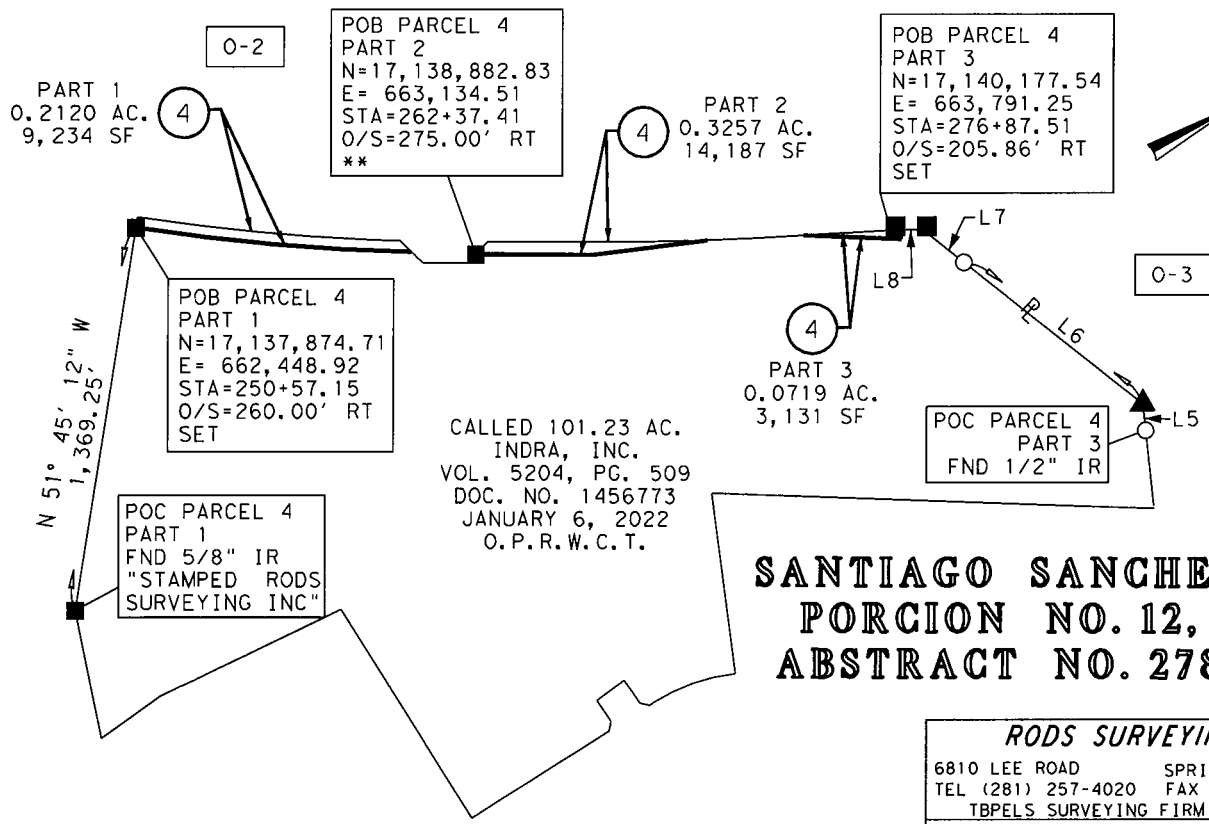
Office Hours: 8:00a.m.-5:00p.m.

Telephone Number: 956-795-5706

Person to Contact: Norma Martinez



N:\Entech 278\21948002\CAD\Parcel 1 Plats\MRF092233165\*PARCEL 4\*9.dgn



POB PARCEL 4  
PART 2  
N=17,138,882.83  
E= 663,134.51  
STA=262+37.41  
O/S=275.00' RT  
\*\*

POB PARCEL 4  
PART 3  
N=17,140,177.54  
E= 663,791.25  
STA=276+87.51  
O/S=205.86' RT  
SET

POB PARCEL 4  
PART 1  
N=17,137,874.71  
E= 662,448.92  
STA=250+57.15  
O/S=260.00' RT  
SET

POC PARCEL 4  
PART 1  
FND 5/8" IR  
"STAMPED RODS  
SURVEYING INC"

CALLED 101.23 AC.  
INDRA, INC.  
VOL. 5204, PG. 509  
DOC. NO. 1456773  
JANUARY 6, 2022  
O. P. R. W. C. T.

POC PARCEL 4  
PART 3  
FND 1/2" IR

**SANTIAGO SANCHEZ  
PORCION NO. 12,  
ABSTRACT NO. 278**

PARENT TRACT INSET  
PARCEL 4 PARTS 1, 2 & 3  
(N. T. S.)

<b>RODS SURVEYING, INC.</b>	
6810 LEE ROAD	SPRING, TEXAS 77379
TEL (281) 257-4020	FAX (281) 257-4021
TBPELS SURVEYING FIRM 10030700	
PARCEL PLAT	
<b>PARCEL P00071435 AND P00071436</b>	
CS (HACHAR-REUTHINGER HIGHWAY)	
CSJ 0922-33-165	
PROJECT NO. R00011098	
FEBRUARY 2023	
SCALE: 1" = 50'	



**CITY OF LAREDO**  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
REAL ESTATE DIVISION

---

March 7, 2023

N D Hachar Trust  
Falcon International Bank  
7718 McPherson Rd Ste. 304  
Laredo, Texas 78045

**Certified Mail: 7021197000055651881**

County: Webb  
Highway: Hachar-Reuthinger Road  
CSJ: 0922-33-165 Limits: From F.M. 1472 To IH-35  
RCSJ: N/A  
Parcel No: 1, 2, & 5

Dear N D Hachar Trust,

In an effort to address the continued growth and development in north Laredo, the City of Laredo is pursuing the construction of a new controlled-access facility "Hachar-Reuthinger Road" as a mean to improve traffic flow and congestion issues in the area of FM 1472 (Mines Road) to IH35. A portion of your properties with Property ID#307026 legally described as ABST 278 POR 12 P Sanchez 3.3856 ACS, Property ID#257754 legally described as ABST 278 POR 12 S Sanchez 96.3211 ACS, Property ID#266201 legally described as ABST 278 POR 12 S Sanchez 79.0518 (Mines Road), Property ID#205662 legally described as ABST 278 POR 12 S Sanchez 284.9127 ACS (Mines Road), Property ID#628736 legally described as ABST 278 POR 12 S Sanchez 1129.5981 ACS, Property ID#787549 legally described as ABST 278 POR 12 S Sanchez 31.16 acres, of primary interest to the City for the development of said road.

In acquiring real estate property, you as property owner have specific rights as per Texas State statutes, included for your information is the Texas Landowner's Bill of Rights and When a Public Agency Acquires your Property.

If you should have further questions or need additional information on this matter, please feel free to contact me at the Department of Community Development Real Estate Division at (956) 795-5706 or via email at [nmartinez@ci.laredo.tx.us](mailto:nmartinez@ci.laredo.tx.us).

Sincerely,

Norma Martinez  
Real Estate Manager



# CITY OF LAREDO

DEPARTMENT OF COMMUNITY DEVELOPMENT  
REAL ESTATE DIVISION

---

Encl.

- Webcad Property Information
- Texas Landowner's Bill of Rights
- When a Public Agency Acquires Your Property
- Survey (Parcel Plat)

**GENERAL INFO**

**ACCOUNT**

Property ID: 307026  
 Geographic ID: 900-90121-054  
 Type: R  
 Zoning: M-1  
 Agent: ZORAIDA JACKSON  
 Legal Description: ABST 278 POR 12 P SANCHEZ  
 3.3856 ACS

Property Use:

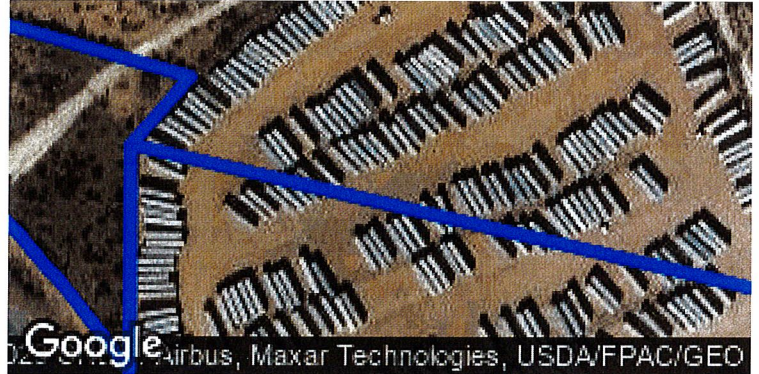
**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: M-1

**OWNER**

Name: N D HACHAR TRUST  
 Secondary Name: FALCON INTERNATIONAL BANK ATTN:  
 Mailing Address: 7718 MCPHERSON RD STE 304 LAREDO  
 TX US 78045-2815  
 Owner ID: 63425  
 % Ownership: 53.67  
 Exemptions:

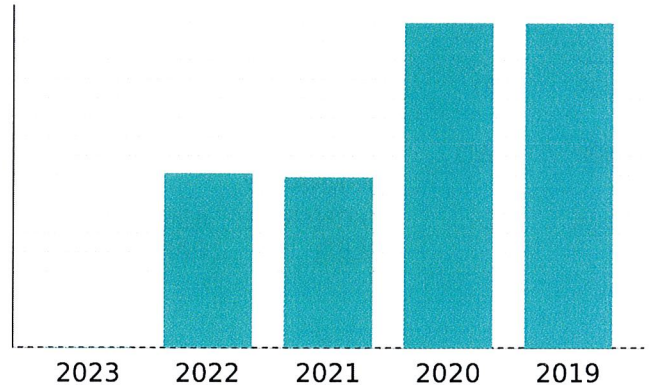


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$5,451	\$0	\$5,360	\$91	\$0	\$91
2021	\$5,451	\$0	\$5,362	\$89	\$0	\$89
2020	\$33,860	\$0	\$33,690	\$170	\$0	\$170
2019	\$33,860	\$0	\$33,690	\$170	\$0	\$170



**GENERAL INFO**

**ACCOUNT**

Property ID: 257754  
 Geographic ID: 900-90121-044  
 Type: R  
 Zoning: M-1  
 Agent: ZORAIDA JACKSON  
 Legal Description: ABST 278 POR 12 S SANCHEZ  
 96.3211 ACS

**OWNER**

Name: N D HACHAR TRUST  
 Secondary Name: FALCON INTERNATIONAL BANK ATTN:  
 Mailing Address: 7718 MCPHERSON RD STE 304 LAREDO  
 TX US 78045-2815  
 Owner ID: 63425  
 % Ownership: 53.67  
 Exemptions:

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: M-1

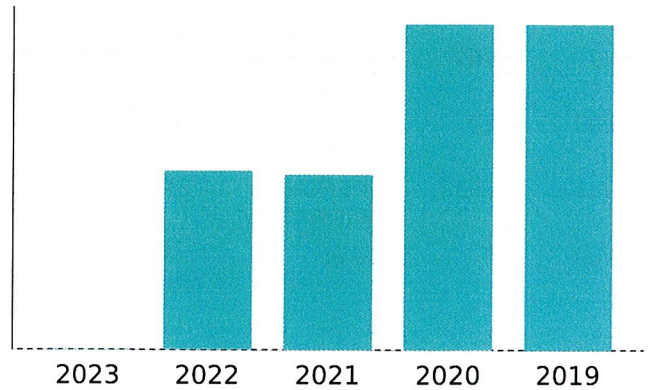


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$155,086	\$0	\$152,501	\$2,585	\$0	\$2,585
2021	\$155,086	\$0	\$152,553	\$2,533	\$0	\$2,533
2020	\$1,483,060	\$0	\$1,478,340	\$4,720	\$0	\$4,720
2019	\$1,483,060	\$0	\$1,478,340	\$4,720	\$0	\$4,720

**GENERAL INFO**

**ACCOUNT**

Property ID: 266201  
 Geographic ID: 900-90121-048  
 Type: R  
 Zoning: M-1  
 Agent: ZORAIDA JACKSON  
 Legal Description: ABST 278 POR 12 S SANCHEZ 79.0518 (MINES ROAD)

**OWNER**

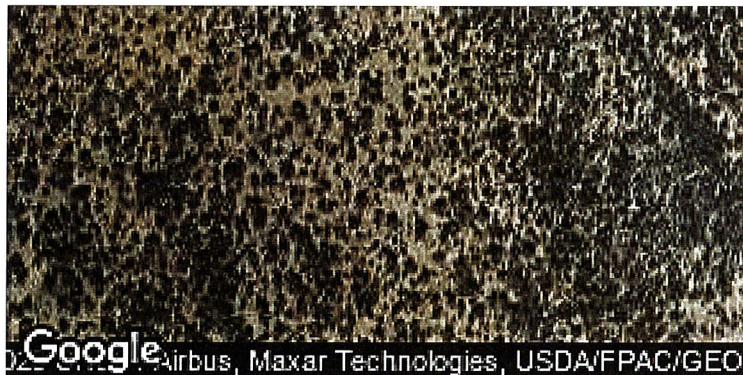
Name: N D HACHAR TRUST  
 Secondary Name: FALCON INTERNATIONAL BANK ATTN:  
 Mailing Address: 7718 MCPHERSON RD STE 304 LAREDO TX US 78045-2815  
 Owner ID: 63425  
 % Ownership: 53.67  
 Exemptions:

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: M-1

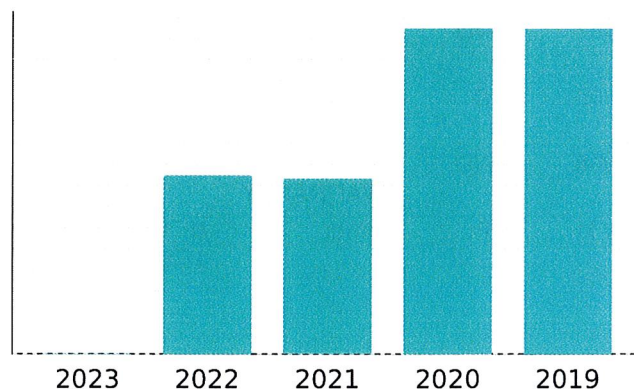


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$127,281	\$0	\$125,159	\$2,122	\$0	\$2,122
2021	\$127,281	\$0	\$125,202	\$2,079	\$0	\$2,079
2020	\$1,027,670	\$0	\$1,023,800	\$3,870	\$0	\$3,870
2019	\$1,027,670	\$0	\$1,023,800	\$3,870	\$0	\$3,870



**GENERAL INFO**

**ACCOUNT**

Property ID: 205662  
 Geographic ID: 900-90121-040  
 Type: R  
 Zoning: M-1  
 Agent: ZORAIDA JACKSON  
 Legal Description: ABST 278 POR 12 S SANCHEZ  
 284.9127 ACS (MINES ROAD)

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: M-1

**OWNER**

Name: N D HACHAR TRUST  
 Secondary Name: FALCON INTERNATIONAL BANK ATTN:  
 Mailing Address: 7718 MCPHERSON RD 304 LAREDO TX  
 US 78045-2815  
 Owner ID: 10048419  
 % Ownership: 53.67  
 Exemptions:

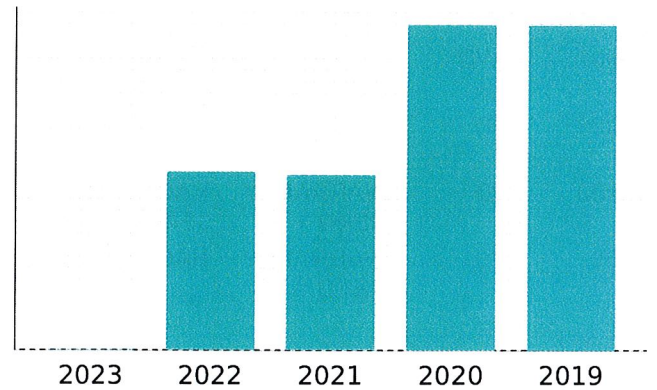


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$458,737	\$0	\$451,092	\$7,645	\$0	\$7,645
2021	\$458,737	\$0	\$451,244	\$7,493	\$0	\$7,493
2020	\$2,028,720	\$0	\$2,014,760	\$13,960	\$0	\$13,960
2019	\$2,028,720	\$0	\$2,014,760	\$13,960	\$0	\$13,960

**GENERAL INFO**

**ACCOUNT**

Property ID: 628736  
 Geographic ID: 900-90121-001  
 Type: R  
 Zoning: AG  
 Agent: ZORAIDA JACKSON  
 Legal Description: ABST 278 POR 12 S SANCHEZ  
 1129.5981 ACS UNDIVIDED  
 INTEREST

Property Use:

**OWNER**

Name: N D HACHAR TRUST  
 Secondary Name: FALCON INTERNATIONAL BANK ATTN:  
 Mailing Address: 7718 MCPHERSON RD STE 304 LAREDO  
 TX US 78045-2815  
 Owner ID: 63425  
 % Ownership: 53.68  
 Exemptions:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: AG

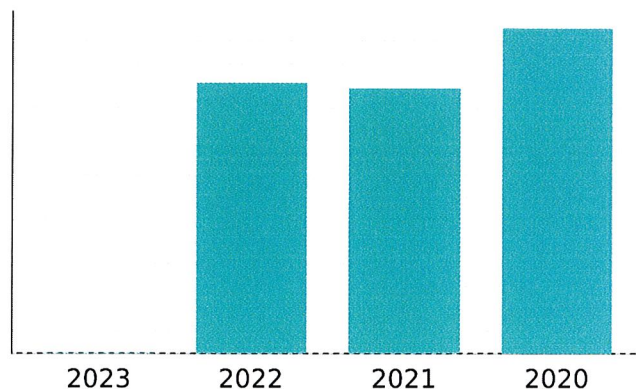


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$1,091,462	\$0	\$1,061,144	\$30,318	\$0	\$30,318
2021	\$1,091,462	\$0	\$1,061,750	\$29,712	\$0	\$29,712
2020	\$1,489,210	\$0	\$1,452,727	\$36,483	\$0	\$36,483



**GENERAL INFO**

**ACCOUNT**

Property ID: 787549  
 Geographic ID: 900-90121-081  
 Type: R  
 Zoning: AG  
 Agent:  
 Legal Description: ABST 278 POR 12 S SANCHEZ 31.16 ACRES

Property Use:

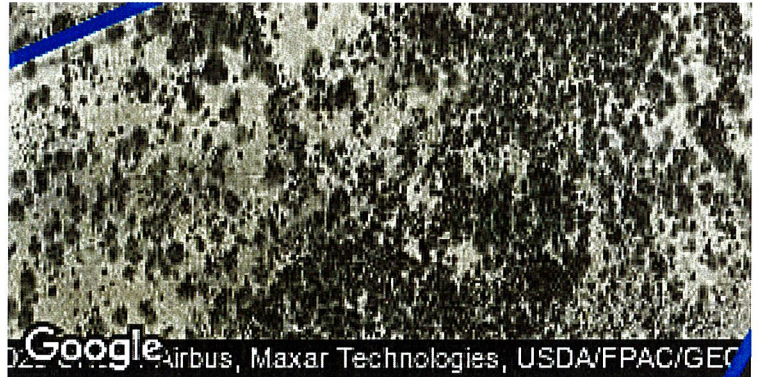
**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning: AG

**OWNER**

Name: N D HACHAR TRUST  
 Secondary Name: FALCON INTERNATIONAL BANK ATTN:  
 Mailing Address: 7718 MCPHERSON RD STE 304 LAREDO TX US 78045-2815  
 Owner ID: 63425  
 % Ownership: 53.67  
 Exemptions:

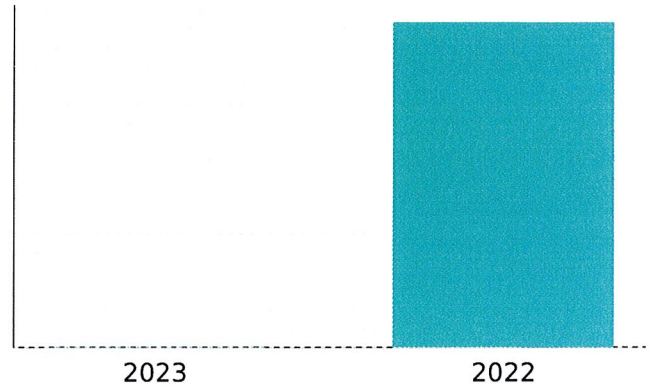


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$261,974	\$0	\$261,105	\$869	\$0	\$869



THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

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

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





# CONDEMNATION PROCEDURE

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

## WHO CAN I HIRE TO HELP ME?

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

## WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

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

## WHAT IS ADEQUATE COMPENSATION?

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

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

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

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

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

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

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



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

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

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

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

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

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

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

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

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



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

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

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

Yes. The special commissioners are tasked only with determining

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

### **WHO CAN BE A SPECIAL COMMISSIONER?**

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

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

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



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

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

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

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

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

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

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

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

## **OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD**

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

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

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

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

### **WHO PAYS FOR TRIAL?**

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

### **IS THE TRIAL VERDICT THE FINAL DECISION?**

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





## DISMISSAL OF THE CONDEMNATION ACTION

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL RESOURCES AND ADDENDA

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

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

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM A:

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

3 "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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



THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM B:**

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

### ADDENDUM C:

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

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

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

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

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

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

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

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

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

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

## **WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY**

**U.S. Department of Housing  
and Urban Development**  
Office of Community Planning  
and Development

[www.hud.gov/relocation](http://www.hud.gov/relocation)

### **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

### **General Questions**

#### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

#### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.



## **How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

## **What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

## **How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

## **Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## **How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

## **What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

## **Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

## **May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

## **If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the

title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

## **Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

## **May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

## **Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.



### **Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

### **How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

### **Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

### **My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

### **I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

### **Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

### **Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: City of Laredo

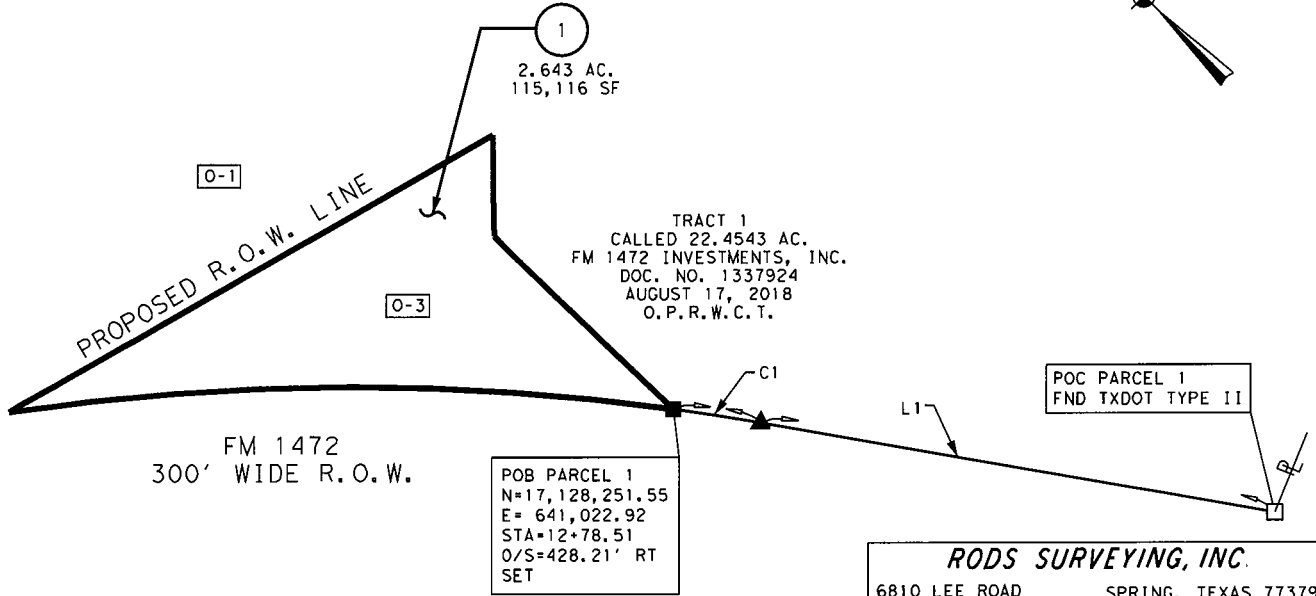
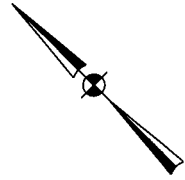
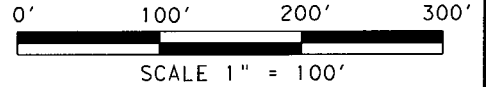
Address: 1301 Farragut

Office Hours: 8:00a.m.-5:00p.m.

Telephone Number: 956-795-5706

Person to Contact: Norma Martinez

**SANTIAGO SANCHEZ  
PORCION NO. 12,  
ABSTRACT NO. 278**

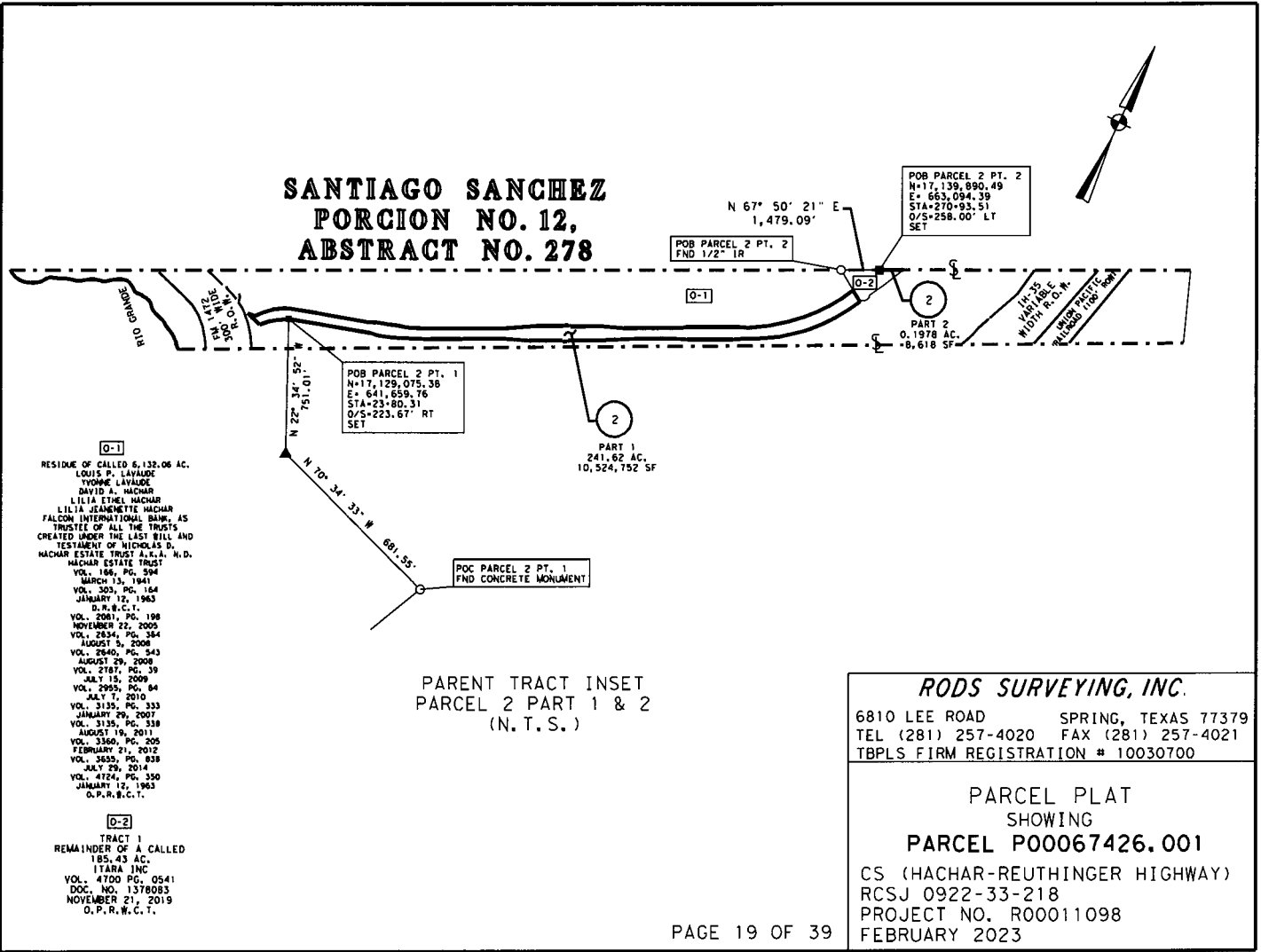


N:\Entech 278\21948002\CAD\Parcel 1 Plats\MRF092233165\PARCEL 1\*7.dgn

SEE PAGE 10 OF 11 FOR LINE TABLE, CURVE TABLE,  
AND OWNERSHIP INFORMATION

N:\Entech 278\21948002\CAD\Parcel Plats\MRF09223165\*PARCEL 2\*19.dgn

# SANTIAGO SANCHEZ PORCION NO. 12, ABSTRACT NO. 278



**0-1**  
RESIDUE OF CALLED 6,132.06 AC.  
LOUIS P. LAVALDE  
YVONNE LAVALDE  
DAVID A. HACHAR  
LILIA ETHEL HACHAR  
LILIA JEANNETTE HACHAR  
FALCON INTERNATIONAL BANK, AS  
TRUSTEE OF ALL THE TRUSTS  
CREATED UNDER THE LAST WILL AND  
TESTAMENT OF NICHOLAS D.  
HACHAR ESTATE TRUST S.L.R.A., H.D.  
HACHAR ESTATE TRUST  
VOL. 166, PG. 594  
MARCH 15, 1941  
VOL. 303, PG. 164  
JANUARY 12, 1963  
D.P.R.C.T.  
VOL. 2081, PG. 198  
NOVEMBER 22, 2005  
VOL. 2854, PG. 364  
AUGUST 9, 2008  
VOL. 2640, PG. 543  
AUGUST 29, 2008  
VOL. 2787, PG. 39  
JULY 15, 2009  
VOL. 2955, PG. 84  
JULY 7, 2010  
VOL. 3135, PG. 333  
JANUARY 29, 2007  
VOL. 3135, PG. 338  
AUGUST 19, 2011  
VOL. 3360, PG. 205  
FEBRUARY 21, 2012  
VOL. 3635, PG. 838  
JULY 29, 2014  
VOL. 4124, PG. 350  
JANUARY 12, 1963  
D.P.R.W.C.T.

PARENT TRACT INSET  
PARCEL 2 PART 1 & 2  
(N. T. S.)

**RODS SURVEYING, INC.**  
6810 LEE ROAD SPRING, TEXAS 77379  
TEL (281) 257-4020 FAX (281) 257-4021  
TBPLS FIRM REGISTRATION # 10030700

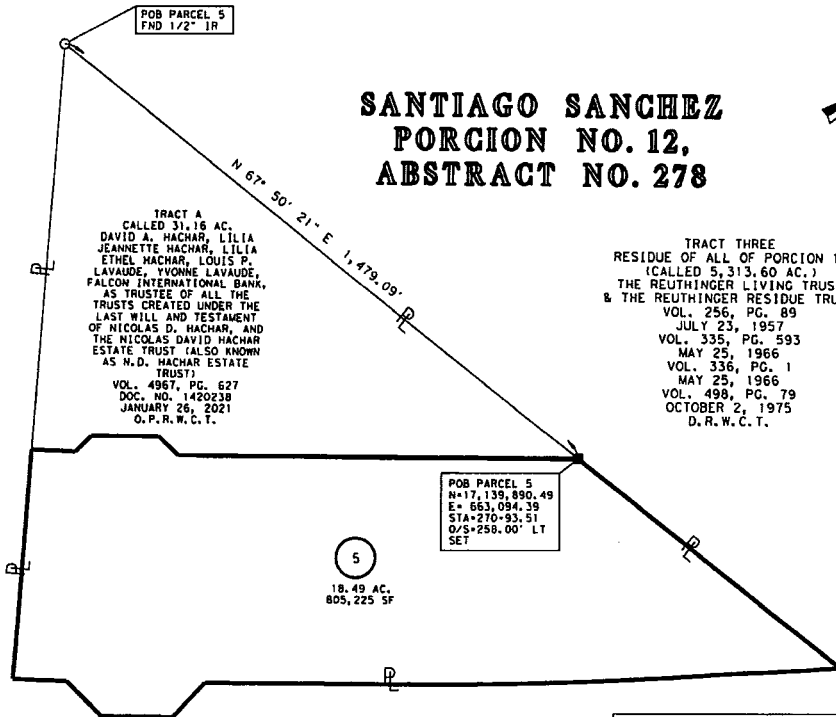
PARCEL PLAT  
SHOWING  
**PARCEL P00067426.001**  
CS (HACHAR-REUTHINGER HIGHWAY)  
RCSJ 0922-33-218  
PROJECT NO. R00011098  
FEBRUARY 2023



N:\Entech 278\21948002\CAD\Parcel 1 Plots\MRF092233165\PARCEL 5\*.dgn



# SANTIAGO SANCHEZ PORCION NO. 12, ABSTRACT NO. 278



POB PARCEL 5  
FND 1/2" IR

TRACT A  
CALLED 31.16 AC.  
DAVID A. HACHAR, LILIA  
JEANNETTE HACHAR, LILIA  
ETHEL HACHAR, LOUIS P.  
LAVAUDE, YVONNE LAVAUDE,  
FALCON INTERNATIONAL BANK,  
AS TRUSTEE OF ALL THE  
TRUSTS CREATED UNDER THE  
LAST WILL AND TESTAMENT  
OF NICOLAS D. HACHAR, AND  
THE NICOLAS DAVID HACHAR  
ESTATE TRUST (ALSO KNOWN  
AS N.D. HACHAR ESTATE  
TRUST)  
VOL. 4967, PG. 627  
DOC. NO. 1420238  
JANUARY 26, 2021  
O. P. R. W. C. T.

TRACT THREE  
RESIDUE OF ALL OF PORCION 11  
(CALLED 5,313.60 AC.)  
THE REUTHINGER LIVING TRUST  
& THE REUTHINGER RESIDUE TRUST  
VOL. 256, PG. 89  
JULY 23, 1957  
VOL. 335, PG. 593  
MAY 25, 1966  
VOL. 336, PG. 1  
MAY 25, 1966  
VOL. 498, PG. 79  
OCTOBER 2, 1975  
D. R. W. C. T.

POB PARCEL 5  
N=17,139,890.49  
E= 663,094.39  
STA=270+83.51  
O/S=250.00' LT  
SET

5  
18.49 AC.  
805,225 SF

PARENT TRACT INSET  
PARCEL 5  
(N. T. S.)

### RODS SURVEYING, INC.

6810 LEE ROAD SPRING, TEXAS 77379  
TEL (281) 257-4020 FAX (281) 257-4021  
TBPLS FIRM REGISTRATION # 10030700

PARCEL PLAT  
SHOWING

**PARCEL P00071437.001**

CS (HACHAR-REUTHINGER HIGHWAY)  
RCSJ 0922-33-219  
PROJECT NO. R00011099  
MARCH 2023



**CITY OF LAREDO**  
**DEPARTMENT OF COMMUNITY DEVELOPMENT**  
**REAL ESTATE DIVISION**

---

March 3, 2023

Reuthinger Living Trust  
V Wynn & H Offerle Trustees  
Po Box 1792  
Laredo, Texas 78044

**Certified Mail: 7021197000055651911**

County: Webb  
Highway: Hachar-Reuthinger Road  
CSJ: 0922-33-165 Limits: From F.M. 1472 To IH-35  
RCSJ: N/A  
Parcel No: 6


Dear Reuthinger Living Trust,

In an effort to address the continued growth and development in north Laredo, the City of Laredo is pursuing the construction of a new controlled-access facility "Hachar-Reuthinger Road" as a mean to improve traffic flow and congestion issues in the area of FM 1472 (Mines Road) to IH35. A portion of your properties with Property ID#561414 legally described as ABST 279 POR 11 T Sanchez 134.3676 Acres, Property ID#561413 legally described as ABST 280 P-10 T Sanchez 215.2634 Acres, and Property ID#561412 legally described as ABST 0041 P 9 B M Diaz 244.5465 Acres are of primary interest to the City for the development of said road.

In acquiring real estate property, you as property owner have specific rights as per Texas State statutes, included for your information is the Texas Landowner's Bill of Rights and When a Public Agency Acquires your Property.

If you should have further questions or need additional information on this matter, please feel free to contact me at the Department of Community Development Real Estate Division at (956) 795-5706 or via email at [nmartinez@ci.laredo.tx.us](mailto:nmartinez@ci.laredo.tx.us).

Sincerely,

  
Norma Martinez  
Real Estate Manager

Encl.

- Webbcad Property Information
- Texas Landowner's Bill of Rights
- When a Public Agency Acquires Your Property
- Survey (Parcel Plat)

**GENERAL INFO**

**ACCOUNT**

Property ID: 561414  
 Geographic ID: 900-90111-017  
 Type: R  
 Zoning:  
 Agent:  
 Legal Description: ABST 279 POR 11 T SANCHEZ  
 134.3676 ACRES

**OWNER**

Name: Reuthinger Living Trust  
 Secondary Name: V Wynn & H Offerle Trustees  
 Mailing Address: PO Box 1792 Laredo TX USA 78044-1792  
 Owner ID: 56295  
 % Ownership: 100.00  
 Exemptions:

Property Use:

**LOCATION**

Address: 13678 W IH 35

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning:

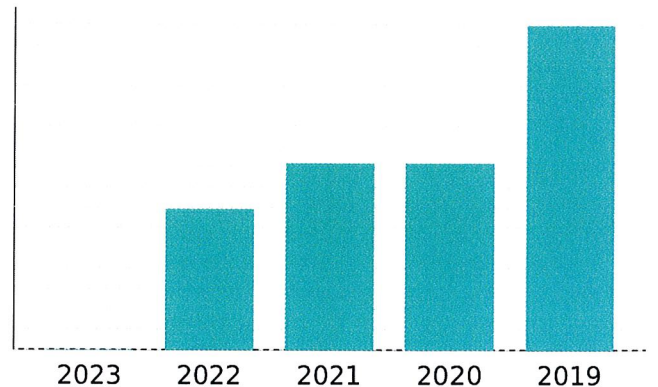


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$194,156	\$0	\$187,222	\$6,934	\$0	\$6,934
2021	\$262,593	\$0	\$253,402	\$9,191	\$0	\$9,191
2020	\$187,570	\$0	\$178,380	\$9,190	\$0	\$9,190
2019	\$231,520	\$0	\$215,540	\$15,980	\$0	\$15,980



**GENERAL INFO**

**ACCOUNT**

Property ID: 561413  
 Geographic ID: 900-90101-156  
 Type: R  
 Zoning:  
 Agent:  
 Legal Description: ABST 280 P-10 T SANCHEZ 215.2634 ACRES

**OWNER**

Name: Reuthinger Living Trust  
 Secondary Name: V Wynn & H Offerle Trustees  
 Mailing Address: PO Box 1792 Laredo TX USA 78044-1792  
 Owner ID: 56295  
 % Ownership: 100.00  
 Exemptions:

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning:

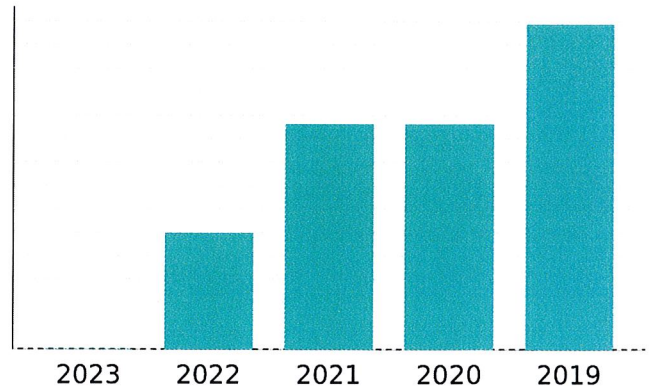


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$347,394	\$0	\$334,987	\$12,407	\$0	\$12,407
2021	\$687,414	\$0	\$663,355	\$24,059	\$0	\$24,059
2020	\$491,010	\$0	\$466,950	\$24,060	\$0	\$24,060
2019	\$709,180	\$0	\$674,430	\$34,750	\$0	\$34,750



**GENERAL INFO**

**ACCOUNT**

Property ID: 561412  
 Geographic ID: 900-90091-122  
 Type: R  
 Zoning:  
 Agent:  
 Legal Description: ABST 0041 P 9 B M DIAZ 244.5465 ACRES

**OWNER**

Name: Reuthinger Living Trust  
 Secondary Name: V Wynn & H Offerle Trustees  
 Mailing Address: PO Box 1792 Laredo TX USA 78044-1792  
 Owner ID: 56295  
 % Ownership: 100.00  
 Exemptions:

Property Use:

**LOCATION**

Address:

Market Area:  
 Market Area CD: RANW1  
 Map ID: R32  
 Zoning:

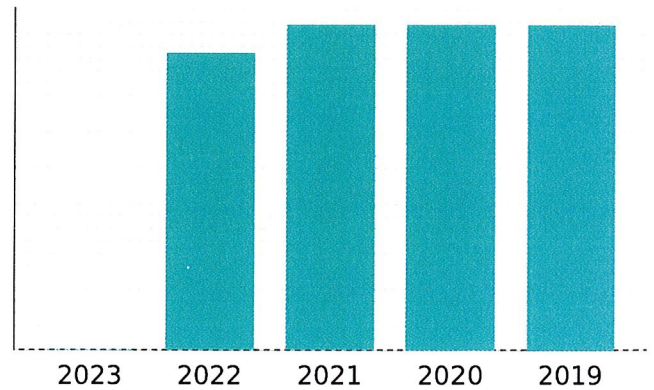


**VALUES**

**CURRENT VALUES**

Land Homesite: N/A  
 Land Non-Homesite: N/A  
 Special Use Land Market: N/A  
 Total Land: N/A  
 Improvement Homesite: N/A  
 Improvement Non-Homesite: N/A  
 Total Improvement: N/A  
 Market: N/A  
 Special Use Exclusion (-): N/A  
 Appraised: N/A  
 Value Limitation Adjustment (-): N/A  
 Net Appraised: N/A

**VALUE HISTORY**



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

**VALUE HISTORY**

Year	Land Market	Improvement	Special Use Exclusion	Appraised	Value Limitation Adj (-)	Net Appraised
2023	N/A	N/A	N/A	N/A	N/A	N/A
2022	\$342,365	\$0	\$330,138	\$12,227	\$0	\$12,227
2021	\$383,026	\$0	\$369,620	\$13,406	\$0	\$13,406
2020	\$273,590	\$0	\$260,180	\$13,410	\$0	\$13,410
2019	\$273,590	\$0	\$260,180	\$13,410	\$0	\$13,410





THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

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

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





## CONDEMNATION PROCEDURE

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

### WHO CAN I HIRE TO HELP ME?

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

### WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

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

### WHAT IS ADEQUATE COMPENSATION?

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

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

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

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

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

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

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



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

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

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

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

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

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

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

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

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



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

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

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

Yes. The special commissioners are tasked only with determining

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

### **WHO CAN BE A SPECIAL COMMISSIONER?**

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

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

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



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

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

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

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

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

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

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

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

**OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD**

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

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

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

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

**WHO PAYS FOR TRIAL?**

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

**IS THE TRIAL VERDICT THE FINAL DECISION?**

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





## DISMISSAL OF THE CONDEMNATION ACTION

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL RESOURCES AND ADDENDA

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

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

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

ADDENDUM A:

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

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

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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



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

### ADDENDUM B:

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM C:**

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

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

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

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

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

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

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

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

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

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

## **WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY**

**U.S. Department of Housing  
and Urban Development**  
Office of Community Planning  
and Development

[www.hud.gov/relocation](http://www.hud.gov/relocation)

### **Introduction**

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you sell your property. Afterwards, it may be too late.

### **General Questions**

#### **What Right Has Any Public Agency To Acquire My Property?**

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

#### **Who Made The Decision To Buy My Property?**

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.



## **How Will The Agency Determine How Much To Offer Me For My Property?**

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

## **What Is Fair Market Value?**

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

## **How Does An Appraiser Determine The Fair Market Value Of My Property?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

## **Will I Have A Chance To Talk To The Appraiser?**

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

## **How Soon Will I Receive A Written Purchase Offer?**

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

## **What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?**

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

## **Must I Accept The Agency's Offer?**

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

## **May Someone Represent Me During Negotiations?**

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

## **If I Reach Agreement With The Agency, How Soon Will I Be Paid?**

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the

title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

### **What Happens If I Don't Agree To The Agency's Purchase Offer?**

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

### **What Happens After The Agency Condemns My Property?**

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

### **What Can I Do If I Am Not Satisfied With The Court's Determination?**

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

## **Will I Have To Pay Any Closing Costs?**

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

## **May I Keep Any Of The Buildings Or Other Improvements On My Property?**

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

## **Can The Agency Take Only A Part Of My Property?**

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.



### **Will I Have To Pay Rent To The Agency After My Property Is Acquired?**

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

### **How Soon Must I Move?**

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

### **Will I Receive Relocation Assistance?**

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

### **My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?**

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

### **I'm A Veteran. How About My VA Loan?**

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

### **Is It Possible To Donate Property?**

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it, unless you release the Agency from these obligations.

### **Additional Information**

If you have any questions after reading this booklet, contact the Agency and discuss your concerns with the Agency representative.

Agency: City of Laredo

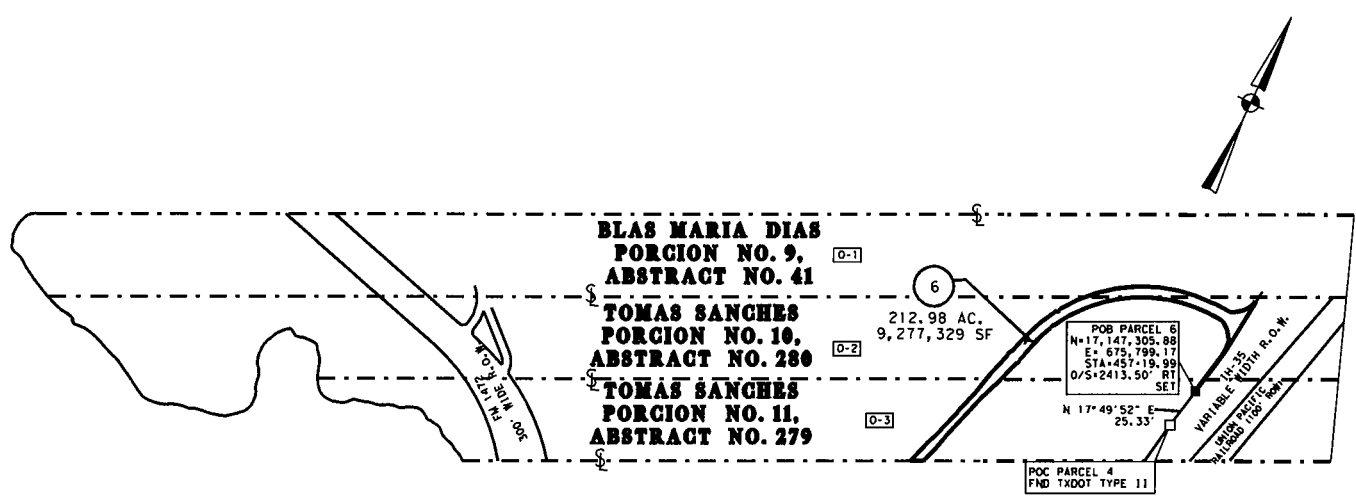
Address: 1301 Farragut

Office Hours: 8:00a.m.-5:00p.m.

Telephone Number: 956-795-5706

Person to Contact: Norma Martinez

N:\Entech 278\21948002\CAD\Parcel 1 Plots\MRF092233165\*PARCEL 6\*17.dgn



PARENT TRACT INSET  
PARCEL 6  
(N. T. S.)

**0-1**

TRACT FOUR  
RESIDUE OF CALLED 3,180 AC.  
THE REUTHINGER LIVING TRUST  
& THE REUTHINGER RESIDUE TRUST  
VOL. 130, PG. 87  
JULY 17, 1933  
VOL. 335, PG. 593  
MAY 25, 1966  
VOL. 336, PG. 1  
MAY 25, 1966  
VOL. 498, PG. 79  
OCTOBER 2, 1975  
D. R. W. C. T.

**0-2**

TRACT FIVE  
RESIDUE OF CALLED 4,106.8 AC.  
THE REUTHINGER LIVING TRUST  
& THE REUTHINGER RESIDUE TRUST  
VOL. 130, PG. 87  
JULY 17, 1933  
VOL. 335, PG. 593  
MAY 25, 1966  
VOL. 336, PG. 1  
MAY 25, 1966  
VOL. 498, PG. 79  
OCTOBER 2, 1975  
D. R. W. C. T.

**0-3**

TRACT THREE  
RESIDUE OF ALL OF PORCION 11  
(CALLED 5,313.60 AC.)  
THE REUTHINGER LIVING TRUST  
& THE REUTHINGER RESIDUE TRUST  
VOL. 256, PG. 89  
JULY 23, 1957  
VOL. 335, PG. 593  
MAY 25, 1966  
VOL. 336, PG. 1  
MAY 25, 1966  
VOL. 498, PG. 79  
OCTOBER 2, 1975  
D. R. W. C. T.

**RODS SURVEYING, INC.**  
6810 LEE ROAD SPRING, TEXAS 77379  
TEL (281) 257-4020 FAX (281) 257-4021  
TBPLS FIRM REGISTRATION # 10030700

PARCEL PLAT  
SHOWING  
**PARCEL P00067424**  
CS (HACHAR-REUTHINGER HIGHWAY)  
RCSJ 0922-33-219  
PROJECT NO. R00011099  
FEBRUARY 2023



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV. D.**

**Discussion with possible action on Resolution No. MPO 2023-04 prioritizing the construction of Hachar-Reuthinger Road and supporting TxDOT's allocation of Category 2 funds in the amount of \$26.5 million, and Category 4U funds in the amount of \$17.9 million to CSJ 0922-33-165 and CSJ 0922-33-166 for the 2024 Unified Transportation Program (UTP). Allocation of Category 4U funds is contingent upon Texas Transportation Commission Minute Order Approval to designate Hachar Reuthinger as a State Highway. In addition, TxDOT-Laredo district will allocate \$ 2.2 million of other funding categories to completely fund the project estimated at \$ 146.6 million.**



**RESOLUTION NO. MPO 2023-04**

**BY THE LAREDO WEBB COUNTY AREA  
METROPOLITAN PLANNING ORGANIZATION  
POLICY COMMITTEE**

**PRIORITIZING THE CONSTRUCTION OF HACHAR-REUTHINGER ROAD AND  
SUPPORTING THE ALLOCATION OF CATEGORY 2 AND 4U FUNDS**

**WHEREAS**, the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO), is the designated Metropolitan Planning Organization, for the Laredo Urbanized Area; and,

**WHEREAS**, LWCAMPO is the entity for cooperative decision making regarding regional transportation issues in Laredo and Webb County; and,

**WHEREAS**, the Texas Department of Transportation (TxDOT) is a valuable partner in planning for and implementing the region’s mobility needs; and

**WHEREAS**, the Hachar-Reuthinger Road project entails constructing a new four-lane divided highway, extending approximately 8.4 miles and connecting FM1472 (Mines Road) to IH-35; and

**WHEREAS**, the Hachar-Reuthinger Road project is important for regional mobility and will alleviate congestion along FM1472 by providing an alternate route to access IH-35; and

**WHEREAS**, TxDOT proposes to allocate \$26.5 million in Category 2 funds, \$17.9 million in Category 4U funds, and \$2.2 million in other funding categories to the Hachar-Reuthinger Road project.

**NOW THEREFORE BE IT RESOLVED**, that the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO) prioritizes the construction of Hachar-Reuthinger Road and supports the allocation of Category 2 and 4U funds for the Hachar-Reuthinger Road project.

We certify that the above resolution was adopted on March 22, 2023, at a public meeting of the Policy Committee of the Laredo Webb County Area Metropolitan Planning Organization (LWCAMPO).

---

Honorable Dr. Victor D. Treviño  
Mayor of Laredo and Chairperson of the  
MPO Policy Committee

---

Juan S. Mendive, AICP  
MPO Director

---

Epigmenio “Epi” Gonzalez, P.E.  
TxDOT, District Engineer



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV. E.**

**Discussion with possible action on the coordination and strategy related to sending a delegation of MPO Policy Committee members to future Texas Transportation Commission public meetings, and any other matters incident thereto.**



# **LAREDO & WEBB COUNTY**

## **AREA METROPOLITAN PLANNING ORGANIZATION**

### **Item IV. F.**

**Presentation and discussion with possible action to enter into a non-financial partnership agreement with the Rio Grande International Study Center (RGISC) and provide a Letter of Commitment for the submission of their grant application to the EPA's Environmental Justice Collaborative Problem Solving (EJCPS) Program, for a project to potentially focus on reducing heat island effects, the installation of air quality monitors, or similar scopes of effort that benefit downtown Laredo. (Presentation to be provided by a representative from RGISC).**

# Partnership Opportunity:

## Environmental Justice Collaborative Problem-Solving Cooperative Program



---

**Laredo MPO Policy Committee Meeting**

**March 22, 2023**

*Presenter: Rio Grande International Study Center*





# Environmental Justice Collaborative Problem-Solving Cooperative Program (U.S. EPA)

---

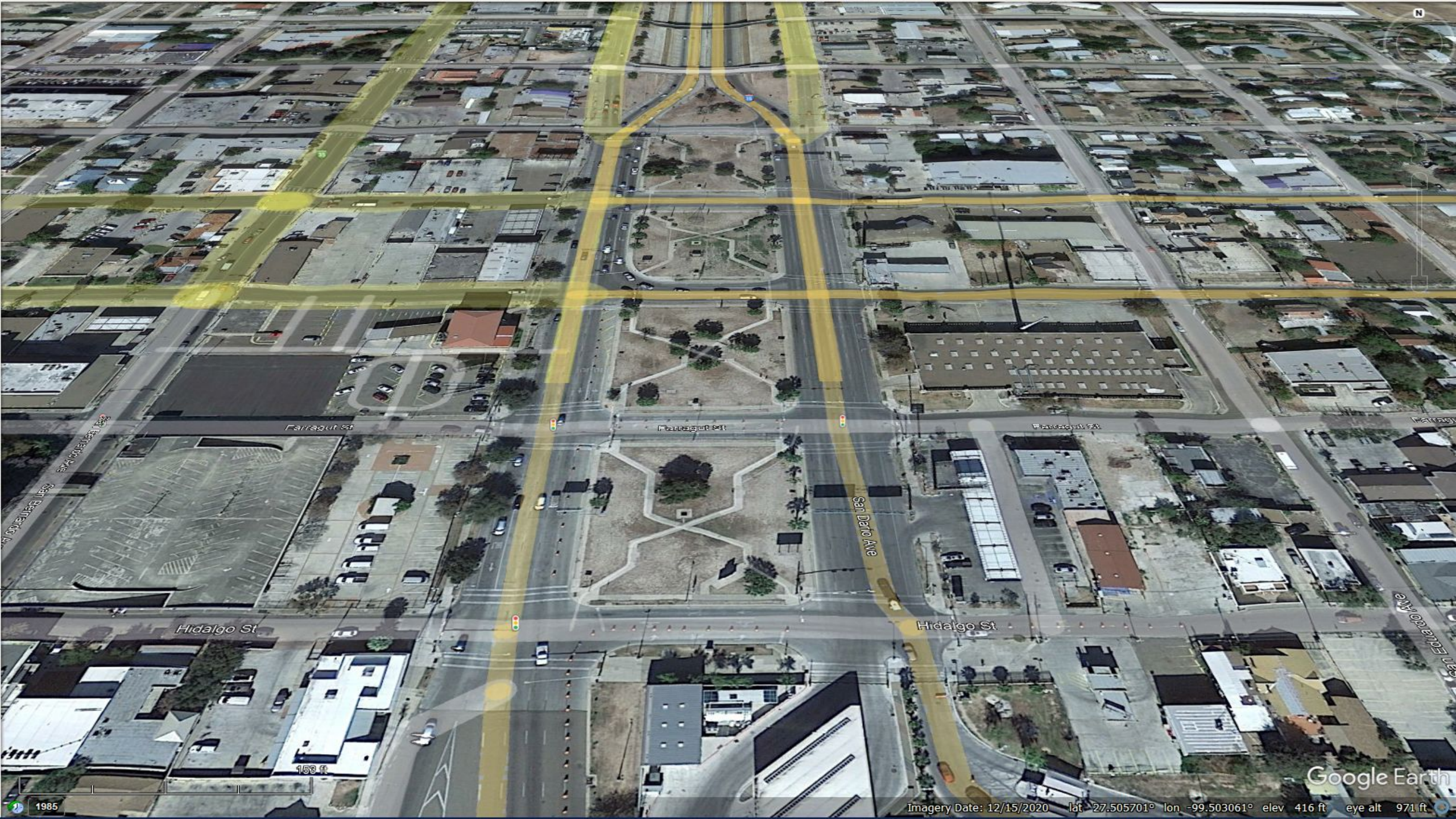
- Provides financial assistance to eligible organizations working to significantly address local environmental or public health issues in their communities.
- Focus on communities disproportionately burdened by environmental harms/risks.
- Purpose: **Build collaborative partnerships** with other stakeholders to develop solutions to these issues at the community level that cannot be addressed by one single entity or group.

# EJ-CPS Program Facts:

---

- Approximately **\$30 million available** in funding for FY23
- **50 projects** to be selected nationally for up to **\$500,000 each**
- Period to complete project: **3 years**
- Application deadline: **April 10, 2023**
- Applicants notified: **September 2023**
- Start date: **October 1, 2023**
- Eligible Candidates: **Community Based Non-Profit Organizations & Tribes**
- **Minimum of 3 partnering organizations** required for application





Farragut St

Farragut St

Farragut St

Hidalgo St

Hidalgo St

San Diego Ave

158 ft

Google Earth

Imagery Date: 12/15/2020 lat 27.505701° lon -99.503061° elev 416 ft eye alt 971 ft

1985



# RGISC Laredo Proposal: GOALS

---

1. **BRIDGE DATA GAPS:** Install Air Quality Monitors next to the port of entry
  2. **CLIMATE MITIGATION:** Carbon Sequestration & Urban Heat Island Effect via tree canopy
  3. **WALKABILITY:** Improve Connectivity between neighborhoods and downtown through the Blvd of the Americas plazas via improvements to the N side of Hidalgo St. (east, west)
- \*Tentative:** Install green infrastructure (i.e. bioswales) for stormwater runoff filtration



# Eligible Project Activities (Laredo proposal)

---

- Research
- Public Education/Outreach
- Small-Scale Construction
- Mitigation of Sources of Pollution
- Installation of Runoff Filtration Systems
- Community Revitalization Planning supporting Climate Resiliency
- Improve mobility for Walking & Biking
- Improve Neighborhood Connectivity with Downtown Laredo

# EJ-CPS Project Proposal

---

- Non-commercial vehicles crossings at Bridge II north-south:
  - 28,000/day
  - 10.2 million/year
- TCEQ air quality monitor at the Laredo Bridge deactivated for CO in 2017 and PM 2.5 in 2002

# Laredo MPO Request: Partnership & Letter of Commitment

---

- Collaborative partnership agreement
- Partnership can be Financial or Non-Financial
- Letter of Commitment should outline terms of partnership (i.e. roles and responsibilities)

# Partnership Requests (Laredo Proposal)

---

1. Tax Increment Reinvestment Zone (TIRZ)
2. City of Laredo
3. Metropolitan Planning Organization (MPO)
4. Able City
5. Azteca Economic Development & Preservation Corporation





# **LAREDO & WEBB COUNTY**

**AREA METROPOLITAN PLANNING ORGANIZATION**

## **Item V. A.**

**Status report by the Regional Mobility Authority (RMA).**

## Regional Mobility Authority (RMA) Status Report

1. **FM 1472 and Killam Industrial Blvd. Turn Lanes** – The commencement of work at Killam Industrial Blvd. at FM 1472 occurred in early May 2022. Construction of the pavement widening components is complete. Construction of the traffic signal is also complete. The traffic signal is fully operational and traffic is now utilizing the new turn lanes on FM 1472 and Killam Industrial Blvd. The main outstanding components are the sidewalk along Killam Industrial Blvd., the retaining wall at the NE corner of Killam Industrial Blvd. and FM 1472 and the driveway off of Killam Industrial Blvd. Project is 90% complete and substantial completion is scheduled for late March.
2. **Los Presidentes (Cuatro Vientos to Brownwood)** – Traffic is now operating on the project. The final outstanding items are the lighting and irrigation. Project is 99+% Complete.
3. **Loop 20 South (Cuatro Vientos) Acceleration/ Deceleration Lane Project** - Traffic is now operating on the project. The final outstanding items are the lighting and irrigation. Project is 99+% Complete.
4. **Springfield Phase III** – Final walkthrough of the project occurred on 12/9/22. The Shiloh Traffic Signal is scheduled for completion by the week of the 24<sup>th</sup> of March. The lighting is scheduled for completion by the end of March. Project is 95% Complete.
5. **Webb County Fair Grounds TIA** – The TIA report is complete. The WC-CL RMA stands ready to provide a presentation to the County at their request.
6. **River Road Corridor Study** – The traffic analysis, cost estimating and report development is ongoing. Total duration of the study is 12 months. Completion of the study is anticipated in June 2023.
7. **Safe Streets and Roads for All (SS4A) Grant** – In partnership with the MPO and the City of Laredo, the RMA developed a \$2M grant application to develop an action to prevent roadway deaths and serious injuries. On the 30<sup>th</sup> of January, the RMA was informed by US Congressman Cuellar’s Office that the grant was approved for \$1.6M. A formal announcement by Congressman Cuellar was conducted at City Hall on 2/21/23. The RMA is awaiting the Draft Grant Agreement between the FHWA and the WC-CL RMA. The Study effort is anticipated to commence in September 2023.
8. **Vallecillo Road** – In the August MPO Policy Committee meeting, funding for construction of the project was concluded. Subsequent to the dedication of \$16.5M dollars of Category 7 funds from the MPO, US Congressman Henry Cuellar has pledged \$3M of federal earmark funds. These monies are in addition to the \$16.24M dedicated to the project by the RMA, City of Laredo and the Killam Company. Congressman Cuellar had a joint press conference with the City and State officials to announce the funding of the

project. Approval of the \$3M funds were included as part of the Omnibus Bill that was approved by Congress at the end of December 2022. The RMA received the draft AFA from TxDOT on 3/2/23. The RMA is completing its review of the AFA and is returning to TxDOT on the week of the 17<sup>th</sup> of March.

9. **Concord Hills (Wormser Road/Lomas Del Sur to Los Presidentes)** – Similar to the Los Presidentes project, the WC-CL RMA will sponsor and lead the design and construction of a new location 1.3 mile, 2-lane minor arterial roadway extension from Los Presidentes to Wormser Road/ Lomas Del Sur within a nominal ROW width of 90' in partnership with the City of Laredo. The WC-CL RMA has committed \$1 million to the development of the project. The project will provide a parallel route to Cuatro Vientos and provide additional access to the new Laredo Sports Complex and the Municipal Water Park. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement between the City of Laredo and the WC-CL RMA. The WC-CL RMA is submitting the paperwork to TxDOT for the AFA development on the week of the 16<sup>th</sup> of March.

10. **Springfield Phase I, II, and IV** – Similar to Springfield Phase III, the WC-CL RMA has committed up to \$1 million to the City of Laredo to assist with the funding of the construction of the next Phase of the project. The sponsorship and implementation are subject to the negotiation of an Inter Local Agreement between the City of Laredo and the WC-CL RMA. The WC-CL RMA is submitting the paperwork to TxDOT for the AFA development on the week of the 16<sup>th</sup> of March.

**Other Items:**

The next WC-CL RMA Board of Directors meeting is March, 2023.



# **LAREDO & WEBB COUNTY**

AREA **M**ETROPOLITAN **P**LANNING **O**RGANIZATION

## **Item VI.**

### **Director's Comments**





# LAREDO & WEBB COUNTY

---

## AREA METROPOLITAN PLANNING ORGANIZATION

### Director's Report March 22, 2023

1. Policy Committee membership update:
  - We would like to welcome Melissa R. Cigarroa, City of Laredo Council Member for District III, to the MPO Policy Committee. Council Member Melissa R. Cigarroa was appointed by Mayor Dr. Victor D. Treviño at the City of Laredo Council Meeting on February 21, 2023.
2. Attendance at the American Planning Association (APA) National Planning Conference in Philadelphia, PA from April 1<sup>st</sup>-April 4<sup>th</sup>, 2023.
3. Upcoming regularly scheduled meetings:
  - Active Transportation Committee – March 29, 2023
  - Technical Committee – April 11, 2023
  - Policy Committee – April 19, 2023



# **LAREDO & WEBB COUNTY**

**AREA METROPOLITAN PLANNING ORGANIZATION**

## **Item VII. A.**

**Request for Executive Session regarding personnel matters pursuant to Texas Government Code Section 551.074 to establish an annual salary amount for the full-time MPO Director, return to open session for possible action, and any other matters incident thereto.**

**Table 6-12 MPO Director Pay Ranges by MPO Population**

Planning Area Population	Mean Minimum	Mean Maximum
All MPOs	\$84,609	\$114,026
Less than 100,000	\$75,158	\$93,612
100,000-200,000	\$78,016	\$102,070
200,000-500,000	\$81,705	\$114,780
500,000-1,000,000	\$95,333	\$131,542
1,000,000 and over	\$114,563	\$154,656

The strongest predictor of MPO director salary is the size of the MPO staff. Table 6-13 summarizes the pay of directors at MPOs by the number of total employees. Directors with more than twenty employees receive the highest compensation.

**Table 6-13 MPO Director Pay Ranges by MPO Staff Size**

Staff Size	Mean Minimum	Mean Maximum
All MPOs	\$84,609	\$114,026
3 or less	\$73,893	\$91,523
4 to 9	\$80,745	\$107,802
10 to 20	\$95,473	\$131,019
20 or more	\$107,609	\$150,957

### Senior Managers

Senior managers were defined as individuals who direct major components of the MPO operation and supervise multiple employees. Over 70 percent of MPOs reported at least one senior manager, and most could respond with salary information for those positions.

Senior managers earn substantially less than the MPO director, but some top senior managers earn six-figure incomes. Among all MPOs, senior managers earn an average minimum salary of \$64,508 and an average maximum of \$90,887. As with MPO directors, salaries are higher at MPOs with larger populations, large staff sizes, and an independent staffing structure. Table 6-14 shows the descriptive statistics of the reported values for Senior Managers.



# **LAREDO & WEBB COUNTY**

AREA **M**ETROPOLITAN **P**LANNING **O**RGANIZATION

## **Item VIII.**

### **ADJOURNMENT**