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Date: 2021.09.08

City of McKinney  
222 N. Tennessee Street  
McKinney, TX 75069

County: Collin  
Highway No.: FM 1461  
Location: From Wet of CR166 to CR  
to CR123  
Project No.: None  
ROW CSJ No.: 1392-03-015  
District: Dallas  
Parcel No.: 2

Dear City of McKinney:

You have indicated a willingness to sign a deed for your property which consists of 37,051 SF of land situated in the Joel F Stewart Survey, Abstract No. 838, City of McKinney and City of McKinney Extra Territorial Jurisdiction, Collin County, Texas located at 3332 FM 1461, Collin County, Texas.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$81,514.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State. The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceeding and the added expense of litigation.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

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

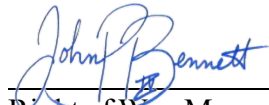
The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed

with the issuance of a State warrant which will be made out jointly to you and to WFG National Title Company, agent for Texas Department of Transportation.

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



Right of Way Manager, John Bennett  
Texas Department of Transportation

9/9/21

Date

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

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

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date