



Collin County Purchasing

2020-263

**Sale of Real Property: Southeast Corner of Houston St. and
College St., Anna ETJ, Collin County TX - 10,000 SQ. FT.**

Issue Date: 5/5/2020

Questions Deadline: 5/21/2020 02:00 PM (CT)

Response Deadline: 5/21/2020 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Matt Dobecka, CPPO, CPPB, CPCP Functional Analyst

Address: Purchasing
Admin. Building
Ste.3160
2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071

Phone: 1 (972) 548-4103

Fax: 1 (972) 548-4694

Email: mdobecka@co.collin.tx.us

Event Information

Number: 2020-263
Title: Sale of Real Property: Southeast Corner of Houston St. and College St., Anna ETJ, Collin County TX - 10,000 SQ. FT.
Type: Invitation for Bid
Issue Date: 5/5/2020
Question Deadline: 5/21/2020 02:00 PM (CT)
Response Deadline: 5/21/2020 02:00 PM (CT)

Billing Information

Address: Auditor
Admin. Building
Ste. 3100
2300 Bloomdale Rd.
Ste. 3100
McKinney, TX 75071

Bid Attachments

LEGAL NOTICE 2020-263.doc

Legal Notice

[Download](#)

Coversheet.docx

Coversheet

[View Online](#)

General_Instructions_Bid.docx

General Instructions - Bid

[View Online](#)

Terms_of_Contract_Bid_-_3.25.20.docx

Terms of Contract - Bid

[View Online](#)

Special Conditions.docx

Special Conditions

[View Online](#)

Exhibit A.pdf

Exhibit A

[View Online](#)

HB23_CIQ.docx

HB 23 Questionnaire Information

[View Online](#)

CIQ_113015.pdf

Conflict of Interest Questionnaire

[View Online](#)

W9_2014.pdf

W-9

[View Online](#)

Requested Attachments

W-9

Bid Attributes

1	<p>eBid Notice</p> <p>Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>
2	<p>Contact Information</p> <p>List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 4000 characters allowed)</p>
3	<p>Solicitation Submittals</p> <p>In an effort to avoid person-to-person interaction to comply with the latest Order issued to prevent the spread of COVID-19, Collin County Purchasing will temporarily only accept IFB, RFP, RFQ and Quote submittals electronically in Ionwave (eBid) or via parcel carrier until further notice. Please do not deliver your solicitation response in person. All bid openings will be completed on schedule and witnessed by Collin County Purchasing staff to ensure all procurement statutes, policies and state laws are followed. Please initial.</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Required: Maximum 1000 characters allowed)</p>
4	<p>Exceptions</p> <p>Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Required: Check only one)</p>

5 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

6 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.

(Required: Maximum 1000 characters allowed)

7 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

(Required: Maximum 1000 characters allowed)

8 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

(Required: Maximum 1000 characters allowed)

9 Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

10 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

(Required: Maximum 1000 characters allowed)

11 Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

- ☐ Plano Star Courier ☐ Plan Room ☐ Collin County eBid Notification ☐ Collin County Website
☐ Other

(Required: Check only one)

12 Bidder Acknowledgement

Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid. Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1

State Purchase Price of Property, Southeast Corner of Houston St. and College St., Anna ETJ, Collin County TX - 10,000 SQ. FT.
(Response required)

Quantity: 1 UOM: lump sum Unit Price: \$ Total: \$

Item Notes: Minimum Starting Bid of \$10,000. See section 3.6 of the special conditions regarding earnest money.

Supplier Notes:

☐ No bid
☐ Additional notes
(Attach separate sheet)

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Print Name

Signature

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, May 21, 2020** for **SALE OF REAL PROPERTY: SOUTHEAST CORNER OF HOUSTON ST. AND COLLEGE ST., ANNA ETJ, COLLIN COUNTY TX - 10,000 SQ. FT. (IFB 2020-263)**. Bidders shall use lump sum pricing. All Bidders must submit, prior to the bid opening time, a Cashier's Check as Earnest Deposit in the amount of \$1,000 (one-thousand). Bidders may obtain detailed specifications and other documents at Office of the Purchasing Agent: Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, TX 75071, 972-548-4165, or by going to: <https://collincountytx.ionwave.net>. Sealed bids will be opened on **Thursday, May 21, 2020 at 2:00 P.M.** by the Purchasing Agent, 2300 Bloomdale, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all bids.

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ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, May 7, 2020** and **Thursday, May 14, 2020**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Star Courier
DATE: May 5, 2020
FAX: 972-529-1684

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytexas.com>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award

document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

1.25 Bidder shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall

be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.18.1 Collin County Purchase Order Number;

2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.20 All warranties shall be stated as required in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 2.29 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 2.32 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.34 Delays and Extensions of Time when applicable:

2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.34.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

2.35 Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor’s affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County, County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

2.36 Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

2.37 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

2.38 Force Majeure: Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, including, acts of God or the public enemy, fires, floods, earthquakes, hurricanes, failure of transportation, explosion, war, epidemics, quarantine restrictions, strikes, freight embargoes, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

3.0 SPECIAL CONDITIONS AND SPECIFICATIONS

3.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for: **Sale of Real Property: Southeast Corner of Houston St. and College St., Anna ETJ, Collin County TX - 10,000 SQ. FT.**

3.2 Legal Property Description: **Being 0.238 acres 10,000 square foot tract of land located in the Westminster Original Donation Survey, Collin County, Texas.**

3.3 Property Ownership: The owner of record is Collin County.

3.4 General Appraised Value and Cost: Per independent appraisal by Pyles Whatley Corporation (Exhibit A), the .238 acre or 10,000 square foot tract of land appraised for \$10,000.00. The property listed herein is offered for sale, as is. Such sale is for unimproved real property.

3.5 Inspection: Purchaser acknowledges that Purchaser has inspected the Property and is thoroughly familiar with its condition, and Purchaser hereby accepts the Property, in its present condition. It shall be the Purchaser's responsibility to research abstracts, titles, liens, etc., as it pertains to ownership of the property.

3.6 Earnest Deposit: Each bid must be accompanied by an earnest deposit made payable to Collin County in the amount \$1,000.00 and in the form of a Cashier's Check, as a guarantee that the bidder will, in good faith, enter into a closing transaction for the property.

3.6.1 The earnest deposit of the bidder will be retained until such bidder has executed the closing transaction, whereupon, the earnest deposit amount will be deducted from purchase price. If the bidder fails to execute and deliver on the closing date, Owner may annul the award of the bid and the earnest deposit of that bidder will be forfeited. The earnest deposit of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the closing date, whereupon, the earnest deposit furnished by such bidders will be returned. Earnest deposit with offers which are not competitive will be returned within seven (7) consecutive calendar days after the closing date.

3.6.2 Should the bidder to whom the bid is awarded refuse or neglect to execute closing transactions within 60 days, Owner may annul award and the earnest deposit filed with the offer shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled award to next responsible, lowest and best bidder as it deems to be in the best interest of the County.

3.6.3 Owner will have the right to retain the earnest deposit of all bidders until either:
3.6.3.1 the closing transaction has been executed, or
3.6.3.2 the specified time has elapsed so that bids may be withdrawn, or
3.6.3.3 all bids have been rejected.

3.6.4 Cashier's Check may be mailed or hand delivered to the Office of the Collin County Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, and shall be delivered in an envelope, marked plainly on the outside with the IFB Name and

Number.

3.6.5 Regardless of delivery method, all earnest deposits shall be received prior to the bid close date of **Thursday, May 21, 2020 at 2:00 P.M.** to be considered.

3.7 Closing:

3.7.1 The closing transaction shall be held within 60 days after acceptance of the bid at the successful bidder's title company of choice.

3.7.2 Purchaser is responsible for any and all closing costs.

3.7.3 At the closing, Collin County shall deliver to Purchaser:

3.7.3.1 A Deed conveying the Property according to the legal description;

3.7.3.1.1 It shall be the responsibility of the Purchaser to file said deed with the County Clerk of Collin County, Texas and all costs associated with filing of the deed shall be borne by the Purchaser.

3.7.3.1.2 Possession of the Property.

3.7.4 At the closing, Purchaser shall deliver to Collin County:

3.7.4.1 The purchase price as bid; payment shall be by cash, cashier's check or money order.

3.8 Miscellaneous Provisions:

3.8.1 Minimum Starting Bid is \$10,000.00

3.8.2 Zoning: None.

3.8.3 New Construction: Construction can begin on unused land at the location at any time.

3.8.4 Surface only is being sold.

3.8.5 Subject to any easements of record or visible and apparent on the property.

3.8.6 Collin County does not guarantee the accuracy of this information. If you submit a bid, you should determine that the tract meets your requirements regarding access, size, shape, location, environmental standards, and easements.

**APPRAISAL REPORT
SURPLUS LAND
SOUTHEAST CORNER OF HOUSTON AND COLLEGE STREET
ANNA ETJ, COLLIN COUNTY, TEXAS 75409**

PO # 20002564

FOR

**COLLIN COUNTY SPECIAL PROJECTS
4690 COMMUNITY AVENUE, SUITE 200
MCKINNEY, TEXAS 75071**

**PYLES WHATLEY CORPORATION
16910 DALLAS PARKWAY, SUITE 100
DALLAS, TEXAS 75248**



April 9, 2020

Mr. Jeff Durham
Collin County Special Projects
4690 Community Avenue, Suite 200
McKinney, Texas 75071

Re: An appraisal of a tract of surplus land; located between Houston Street, College Street, Austin Street, and Georgia Street, Anna ETJ, Collin County, Texas 75409.

Dear Mr. Durham:

At your request, we submit this appraisal report to estimate the market value of the above referenced property. We have made an on-site inspection of the property and considered factors pertinent to and indicative of value including: the Collin County area characteristics, market area data and trends, locational amenities, highest and best use, and other elements of value. This report conforms to USPAP standards.

Methodology and terminology used throughout the report can be found in The Appraisal of Real Estate, Fourteenth Edition, as published by the Appraisal Institute.

The subject consists of a fee simple tract of land totaling 10,000 square feet, or 0.230 acres. The property is 100 feet by 100 feet. The tract is located in the disincorporated town of Westminster and is used as a parking lot. The land is owned by Collin County, and is located between Houston Street, College Street, Austin Street, and Georgia Street.

This appraisal provides an appraisal report in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), as provided by the Appraisal Foundation. Our opinion of value for the subject is effective as of March 15, 2020, and the methodology and terminology used throughout the report includes the following:

Market Value, As Is on the Appraisal Date – An opinion of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared (refer to the definition of market value).

Our opinion of the market value for the subject is as follows:

Market Value Opinion, Fee Simple	\$10,000
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20-314

Page 2
Mr. Jeff Durham
April 9, 2020

The following report sets forth a description of the subject property, along with a summary of the market data considered and the conclusions derived from such data. Your attention is directed to the general assumptions and limiting conditions of this appraisal.

As of March 2020, the world market has been affected by the Coronavirus Disease 2019 (COVID-19) and the effects on world markets are unknown at this time. This report is based on historical data available and researched up to the date of the report. Although the appraiser has diligently investigated and researched the available data, there is currently insufficient evidence to indicate what effect, if any, the world market will have on the local economy and this report assumes that current conditions will remain unchanged. Should this not be the case, the conclusions and values expressed in this report could change.

If you should have questions concerning any portion of this appraisal, please contact our office.

Respectfully submitted,

A blue ink signature of Jace Whatley, featuring a stylized, cursive script with a long horizontal flourish extending to the right.

Jace Whatley, MAI
State of Texas Certification TX-1380205-G

A blue ink signature of John McGraw, featuring a cursive script with a prominent 'J' and a checkmark-like flourish at the end.

John McGraw
State of Texas Certification #TX-1332873-G

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Name	Surplus land	
	Former Westminster Town Square	
Location	Southeast side of Houston and College Street Anna ETJ, Collin County, Texas	
Mapsco	CO-31-H	
Land Area -	10,000 SF	0.230 AC
Zoning	None	
Reasonable Exposure Time	12 to 24 months	
Land Area - 10,000 SF	\$10,000	or \$1.00 Per SF
Market Value Indicators	<u>As Is</u>	
Cost Approach	N/A	
Sales Comparison Approach (Land)	\$10,000	
Income Capitalization Approach	N/A	
Market Value Opinion, Fee Simple	\$10,000	
Effective Date of Appraisal	March 15, 2020	
Date of Inspection	March 15, 2020	
Date of Appraisal Report	April 9, 2020	

LETTER OF TRANSMITTAL**SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS****PAGE****SCOPE OF THE ASSIGNMENT1****DEFINITION OF MARKET VALUE.....5****GENERAL ASSUMPTIONS AND LIMITING CONDITIONS.....6****EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS.....9****DEFINITIONS AND TERMS10****COLLIN COUNTY ANALYSIS14****REGIONAL MAP.....17****SUBJECT AREA ANALYSIS.....18****LOCATION MAP.....23****SUBJECT PROPERTY.....24****REAL ESTATE TAX ANALYSIS.....26****AERIAL PHOTOGRAPHS27****PLAT MAP.....28****PARCEL MAP29****FLOOD MAP30****SUBJECT PHOTOGRAPHS31****HIGHEST AND BEST USE32****APPRAISAL PROCEDURE34****REASONABLE EXPOSURE TIME.....36****LAND VALUATION.....37****RECONCILIATION47****APPRAISER'S CERTIFICATE48****QUALIFICATIONS OF APPRAISERS.....49****ADDENDA****ENGAGEMENT LETTER****STATE CERTIFICATION**

Purpose of the Appraisal

The purpose of this appraisal is to render an opinion of the market value of the subject property. The report complies with the requirements of the Uniform Standards of Professional Appraisal Practice, the Code of Ethics of the Appraisal Institute, and Texas Real Estate Commission Rules.

Methodology

All methodology utilized to arrive at the estimate of market value can be found in The Appraisal of Real Estate, Fourteenth Edition, as published by the Appraisal Institute.

Effective Date of the Appraisal / Date of Report

The subject property is being appraised as of March 15, 2020, and is subject to the market influences and economic conditions, which existed on that date. This date is also known as the effective date and is the date of the opinions and conclusions found in this report. The property was also inspected and photographed on this date, which included a visual observation of the site and any improvements. The date of this report is April 9, 2020.

Property Rights Appraised

Three primary property rights may typically be appraised. They are fee simple estate, leased fee estate, and leasehold estate. These rights are defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

In this report, we develop a market value opinion of the *fee simple interest* in the real property.

SUBJECT IDENTIFICATION & LEGAL DESCRIPTION

Property Type: Surplus land

Subject Ownership: Collin County

Subject Property Location: Between Houston Street, College Street, Austin Street, and Georgia Street , Collin County, Texas

Zip Code: 75409

Legal Description: Being 0.238 acres 10,000 square foot tract of land located in the Westminster Original Donation Survey, Collin County, Texas.

Subject History

The subject is described as a portion of land in the disincorporated town of Westminster. The property is improved with asphalt paving. and under control of Collin County. The subject is located between Houston Street, College Street, Austin Street, and Georgia Street .

In the analysis, only the underlying land value is appraised. The contributory value of the asphalt is not included in the appraisal.

The County has been contacted by a buyer who is interested in purchasing the property.

Intended Use, Intended User, and Client

The intended use of this report is for internal decision-making and analysis of the surplus tract and sale of the subject property as described in this report for Collin County, Collin County Special Projects officers, administrators, employees, assignees, and appropriate regulatory agencies. The intended users, Collin County and Collin County Special Projects, are also the clients. Any other user or uses are not intended or authorized. Use of this appraisal for any other use or by another user or appraisal date may invalidate the findings and conclusions.

Data Researched

For this report, the subject market was researched for all pertinent data relating to the appraisal problem including: collecting and confirming data through brokers, appraisers, property owners, lessees/lessors, and others familiar with the real estate market. The information provided by these sources is deemed reliable, but is not guaranteed.

In addition, verifiable third party sources were utilized including Costar Realty Information, Roddy Information Services, Loopnet, and the Multiple Listing Service (MLS). Additional market data were extracted from market reports and data circulated and purchased from Robert G. Watts/RealtyRates.com, Real Estate Research Corporation, Price Waterhouse Coopers Korpacz Investor Survey, and M/PF Yieldstar. When third party sources are utilized in the report, a reference to the source is made. The information provided by these sources is deemed reliable, but is not guaranteed.

Competency

The appraisers involved in this assignment have, collectively, considerable experience in appraising this property type. The appraisers are actively engaged in appraisal work in the geographical area of the subject property. The company maintains a database on this area for similar properties. We have adequate knowledge of the property type and location to meet the competency requirements of the Uniform Standards of Professional Appraisal Practice.

In addition, other appraisers in the market would perform similar actions in the appraisal process to fulfill the scope of work in this assignment and the appraisal meets or exceeds the expectations of parties who are regularly intended users for similar assignments.

Procedure

For this report, the area was inspected, and the highest and best use analyzed considering the factors of physically possible, legally permissible, financially feasible, and maximally productive. The subject tract is 10,000 square foot of surplus land owned in fee simple by Collin County.

Scope of the Appraisal

Jace Whatley and/or John McGraw performed all aspects of this report, which included the following:

- Communicated with Jeff Durham, of Collin County Special Projects, regarding the appraisal assignment; a narrative appraisal report meets the client's requirements.
- Researched the public records for data on the subject property, including zoning, assessments, taxes, acreage, buildings and site improvements, and maps.
- A preliminary search of all available resources was made to determine market trends, influences and other significant factors pertinent to the subject property. The property is identified previously in this report.
- Inspected the subject property and subject neighborhood on March 15, 2020; photographs were taken of the subject and comparable sales and income properties. Although due diligence was exercised while inspecting the property, the appraiser is not an expert in such matters as soils, structural engineering, hazardous waste, etc., and no warranty is given as to these elements. The owner or owner's representative was not present during the inspection.
- Research and collection of data (land sales, escrow sales, listings) were performed as present in the market area and of sufficient quality to express an opinion of value as defined herein. The appraiser examined data from the Costar Realty Information, Roddy Information Services, Loopnet, Multiple Listing Service (MLS), county records, and owner interviews.
- An analysis of the highest and best use was completed.
- Gathered and analyzed the market data to reach an estimate of market value for the fee simple interest of the subject, using the sales comparison, approaches to value.
- Assembled and wrote the narrative report, complete with maps, photos, and supporting addenda.

The definition of market value is:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress.” *

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” *

* Uniform Standards of Professional Appraisal Practice, Page A-105, 2018-2019 Edition;
Federal Reserve System, 12 CFR Parts 208 and 225, Sec. 225.62;
Office of the Comptroller of the Currency, 12 CFR Part 34, Sec. 34.42;
FDIC, 12 CFR Part 323, Sec. 323.2;
Department of the Treasury
NCUA, 12 CFR Part 722, Sec. 722.2;
FIRREA, Title XI

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute require the appraiser to "set forth all assumptions and limiting conditions that affect the analyses, opinions, and conclusions in the report". In compliance therewith, and to assist the reader in interpreting this report, such general assumptions and limiting conditions are set forth below. Specific assumptions, if any, are referred to in the transmittal letter and their location in the report detailed.

Title is assumed to be marketable, free, and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, notwithstanding the fact that such matters may be discussed in the report.

No opinion is expressed on the value of subsurface oil, gas or mineral rights, water rights, or whether the property is subject to surface entry for the exploration or removal of such except as expressly stated.

The date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated. The opinion of value is considered reliable only as of the date of the appraisal.

The valuation is reported in dollars of U.S. currency prevailing on the date of the appraisal.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose unless specifically identified as such. *A survey of the subject is recommended by the appraisers.*

All information and comments pertaining to this and other properties included in the report represent the personal opinion of the appraiser, formed after examination and study of the subject and other properties. While it is believed the information, estimates and analyses are correct, the appraiser does not guarantee them and assumes no liability for errors in fact, analysis or judgment.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, sales media or any other public means of communication without written consent and approval of the undersigned.

The appraiser is not required to give testimony or to appear in court by reason of this appraisal, unless prior arrangements have been made.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The distribution of the total valuation in this report between land and improvements applies only under the existing or proposed/completed program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Certain information concerning market and operating data were obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed.

Opinions of value contained herein are opinions only. There is no guarantee, written or implied, that the subject property will sell for such amounts. Prospective values are based on market conditions as of the effective date of the appraisal. The appraiser is not responsible if unforeseeable events alter market conditions subsequent to the effective date of the appraisal. As a personal opinion, valuation may vary between appraisers based on the same facts.

No responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes can be assumed without provision of specific professional or governmental inspections. While the general conditions of the property were observed, no guarantee can be made concerning the individual components of the structures including but not limited to the heating system, plumbing, electrical services, roof, possible termite damage or building foundation. This appraiser is not qualified to make a complete inspection of any well or septic system, consequently, it was beyond the scope of this report and no statements can be made concerning the adequacy or condition of these or other systems.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if asbestos, fiberglass, or synthetic mineral fiber products are present in improved properties. The existence of such products, if any, would have to be determined by a qualified inspector. It is assumed that there is no asbestos, fiberglass, synthetic mineral fiber products, nor other contaminants present that would materially affect value.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if any toxic materials are present on the subject tract. The existence of such materials, if any, would have to be determined by a qualified inspector. It is assumed that no toxic materials are present that would materially affect value or development costs.

A reasonable investigation was made to determine the existence of any underground storage tanks (UST) on the subject site. If USTs are present on the subject site details are provided in other sections of this report.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

In the event the appraisal is based upon proposed improvements, it is assumed that the improvements will be completed in substantial conformity with plans and specifications, which have been furnished to the appraiser, and with good materials and workmanship. It is also assumed that the proposed foundation and construction techniques are adequate for the existing sub-soil conditions.

Personal property, fixtures, or intangible items that are not real property, that are included in the appraisal, are identified as Furniture, Fixtures and Equipment, or FF&E.

Extraordinary Assumptions and Hypothetical Conditions: The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal. As defined in the Uniform Standards of Professional Appraisal Practice, a hypothetical condition is “that which is contrary to what exists but is supposed for the purpose of analysis.” As defined in the Uniform Standards of Professional Appraisal Practice, an extraordinary assumption is “an assumption, directly related to a specific assignment, which if found to be false, could alter the appraiser’s opinions or conclusions.”

EXTRAORDINARY ASSUMPTIONS

As of March 2020, the world market has been affected by the Coronavirus Disease 2019 (COVID–19) and the effects on world markets are unknown at this time. This report is based on historical data available and researched up to the date of the report. Although the appraiser has diligently investigated and researched the available data, there is currently insufficient evidence to indicate what effect, if any, the world market will have on the local economy and this report assumes that current conditions will remain unchanged. Should this not be the case, the conclusions and values expressed in this report could change.

In the analysis, only the underlying land value is appraised. The contributory value of the asphalt is not included in the appraisal.

HYPOTHETICAL CONDITIONS

Various terms and symbols are used throughout the appraisal report. The following are definitions of the terms and explanations of the symbols used:

Anticipation – The perception that value is created by the expectation of benefits to be derived in the future.

Appreciation - Increase in value due to increase in cost to reproduce, value over the cost, or value at some specified earlier point in time, brought about by greater demand, improved economic conditions, increasing price levels, reversal of depreciating environmental trends, improved transportation facilities, direction of community or area growth, or other factors.

Depreciation - A loss of utility and hence value from any cause. An effect caused by physical deterioration and/or obsolescence.

Effective Gross Income Multiplier - The ratio between the sale price (or value) of a property and its effective gross income; a single year's EGI expectancy or an annual average of several years' EGI expectancies.

Excess Land - In regard to an improved site, the land not needed to serve or support the existing improvement. In regard to a site considered as though vacant, excess land is the land not needed to accommodate the site's primary highest and best use. Such land may have its own highest and best use or may allow for future expansion of the existing or anticipated improvement. If the excess land is marketable or has value for a future use, its market value as vacant land is added to the opinion of market value of the economic entity.

Exposure Time - The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

External (Economic) Obsolescence - Impairment of desirability or useful life arising from factors external to the property, such as economic forces or environmental changes, which affect supply-demand relationships in the market. Loss in the use and value of a property arising from the factors of economic obsolescence is to be distinguished from loss in value from physical deterioration and functional obsolescence, both of which are inherent in the property. Also referred to as Location or Environmental Obsolescence.

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Functional Obsolescence - Impairment of functional capacity or efficiency. Functional obsolescence reflects the loss in value brought about by such factors as overcapacity, inadequacy, and changes in the art, that affect the property item itself or its relation with other elements comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed.

Going-concern value (or business enterprise) - The value created by a proven property operation; considered a separate entity to be valued with an established business.

Highest and Best Use - That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Industrial Gross Lease - Tenant pays electrical usage, for increases in property taxes and insurance over a base year, and a pro-rata share of common area maintenance in some instances.

Investment Value - The specific value of an investment to a particular investor or class of investors based on individual investment requirements; distinguished from market value, which is impersonal and detached.

Leased Fee Estate - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

Lessee - One who has the right to use or occupy a property under a lease agreement; the leaseholder or tenant.

Lessee's Interest- See Leasehold Estate

Lessor - One who holds property title and conveys the right to use and occupy the property under a lease agreement; the leased fee owner or landlord.

Market Value - See Definition of Market Value

Market Price - The amount actually paid, or to be paid, for a property in a particular transaction. Differs from market value in that it is an accomplished or historic fact, whereas market value is and remains an estimate until proven. Market price involves no assumption of prudent conduct by the parties, or absence of undue stimulus, or of any other condition basic to the market value concept.

Market Rent - The rental income that a property would most probably command on the open market as indicated by current rentals being paid for comparable space as of the effective date of the appraisal.

Present Value - The current monetary value. It is the today's cash lump sum, which represents the current value of the right to collect future payments. It is the discounted value of aggregate future payments.

Replacement Cost New (RCN) – The estimated cost to construct, as of the effective date of the appraisal, a building with utility equivalent to the building being appraised, using contemporary materials, standards, design and layout. When this cost basis is used, some existing obsolescence in the property is assumed to be cured.

Substitution – The appraisal principle that states when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Surplus Land - In regard to an improved site, the land not necessary to support the highest and best use of the existing improvements, but because of physical limitations, building placement, or neighborhood norms, cannot be sold off separately. Such land may or may not contribute positively to value and may or may not accommodate future expansion of an existing anticipated improvement.

Utility – The ability of a product to satisfy a human want, need, or desire.

Zoning – The public regulation of the character and extent of real estate use through police power; accomplished by establishing districts or areas with uniform restrictions relating to improvements; structural height, area, and bulk; density of population; and other aspects of the use and development of private property.

Abbreviations

SF = square feet	PSF or /SF = per square foot	FF = front feet
LF = lineal feet	AC = acres	ROW = right of way
RR = railroad	CBD = central business district	GI = gross income
EGI = effective gross income	NOI = net operating income	GIM = gross income multiplier
OAR or R_o = overall capitalization rate	EDR or R_E = equity dividend rate	PV = present value
GBA = gross building area	RA = rentable area	UA = usable area
St = studio apartment	Sy = study	Dn = den
F/P = fireplace	W/D = washer/dryer connection	± = plus or minus from amount stated

Source of Definitions: The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993.

STAGES OF VALUE

During the real estate development process, a property typically progresses from a state of unimproved land to construction of improvements to stabilized occupancy. In general, the market value associated with the property increases during these stages of development. After reaching stabilized occupancy, ongoing forces affect the property during its life, including physical wear and tear, changing market conditions, etc. These factors continually influence the property's market value at any given point in time. Opinions of value are developed on the basis of one or more of the following:

Market Value, As Is on the Appraisal Date – An opinion of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.

Market Value, As If Complete on the Appraisal Date – The market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this opinion of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Prospective Future Value Upon Completion of Construction – The prospective future value of a property on the date construction is completed, based upon market conditions forecast to exist as of that completion date. The value estimate at this stage of value is stated in current dollars unless stated otherwise.

Prospective Future Value Upon Reaching Stabilized Occupancy – The prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. The opinion of value at this stage of value is in current dollars unless stated otherwise.

Retrospective Value, As of Appraisal Date – An opinion of the market value of a property that is likely to have applied as of a specific historic date and as it physically and legally existed without hypothetical conditions, assumptions, or qualifications as of the specific historic date. The opinion of value at this stage of value is in current dollars unless stated otherwise.

The stage of value utilized in this report is the *Market Value, As Is*.

COLLIN COUNTY ANALYSIS

Collin County is one of twelve counties comprising the Dallas Metropolitan Statistical Area. This area has experienced tremendous growth, with most occurring in north Dallas County, and southern Collin County. Collin County has experienced the fastest growth in the Dallas-Fort Worth area since 1990. The 2018 population of Collin County was 1,005,146. The following table illustrates the trend of growth exhibited in Collin County.

	1970	1980	1990	2000	2010	2014	2016	2020 (est.)
Collin County	66,920	144,576	264,036	491,675	782,341	861,096	901,170	1,150,398
DFW MSA	2,351,568	2,930,530	3,885,415	5,161,544	6,417,724	6,849,226	7,233,323	7,920,671

The region consists of 886 square miles and is ranked eighth in 2000 population compared to all 254 counties in Texas. Collin County is well on its way to being one of the most densely populated counties in Texas. The population density of Collin County in year 2000 was 554.94 residents per square mile compared to a statewide density of 79.54. The beginning of year 2019 showed Collin County with a population density of 1,134.48 residents per square mile as compared to the state density at 105.2. McKinney, the county seat, is thirty-four miles northeast of Dallas. The largest city, Plano, is the business and educational center of the county.

The median household income of residents of Collin County at \$94,933 is 60% higher than the median household income of the state of Texas. The median property value is \$323,500 in Collin County as compared to \$172,200 for the state.

Educational attainment includes approximately 32.5% of the population with a bachelor's degree and 7.5% hold an associate degree or have some college

Transportation

Major arteries include State Highway 380, State Highway 289, Dallas North Tollway, Sam Rayburn Tollway (SH 121), and Central Expressway (Highway 75), and most recently the Collin County Outer Loop. Central Expressway is a main north/south corridor through the Dallas and Collin County area and extends north to Oklahoma. State Highway 380 is the east-west highway connecting Collin and Denton Counties. The Collin County Outer Loop is a planned loop that will serve growing areas of Collin County, in North Texas. It is a section of the planned Texas State Highway Loop 9 around the North Texas area. Upon completion, the Outer Loop will be the third limited-access belt road for Dallas, following Interstate 635 (L.B.J. Freeway) and the President George Bush Turnpike.

Employment and Economic Base

There are a number of employers in the area. Most are oriented toward retail and services, as well as government and public schools. The most noteworthy is Texas Instruments, which employs more than 9,000 people. The Toyota corporate headquarters relocation to Plano is estimated to bring 4,000 employees. A majority of residents, however, commute to jobs in the metropolitan area.

The following table shows the top employers in the Collin County area.

Business	Employees	City
State Farm Insurance	8,000	Richardson
AT&T	5,000	Richardson
Bank of America Home Loans	4,500	Plano
Capital One Finance	4,500	Plano
HP Enterprise Services	4,500	Plano
Toyota*	4,000	Plano
Raytheon	3,600	McKinney
Blue Cross & Blue Shield of Texas	3,100	Richardson
Ericsson	3,020	Plano
J. C. Penney Company, Inc.	3,000	Plano
The University of Texas at Dallas	2,674	Richardson
Frito-Lay	2,500	Plano
Dell Services	2,250	Plano
Verizon Business	2,250	Richardson
United Healthcare	1,700	Richardson
Texas Health Presbyterian Plano	1,680	Plano
MedAssets	1,600	Plano
Medical Center of Plano	1,600	Plano
Fujitsu Network Frisco Communications	1,500	Richardson
Fossil, Inc.	1,400	Richardson
PepsiCo	1,340	Plano
Dr Pepper Snapple Group Inc.	1,250	Plano
Alcatel-Lucent	1,200	Plano
Cisco Systems	1,200	Richardson
AmerisourceBergen Specialty Group	1,100	Frisco
Federal Express	1,200	Plano

Source: Cities' Economic Development Corps.

Collin County Housing Estimates

Subject	Collin County, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error
HOUSING OCCUPANCY				
Total housing units	320,429	+/-265	320,429	(X)
Occupied housing units	305,827	+/-1,005	95.4%	+/-0.3
Vacant housing units	14,602	+/-1,039	4.6%	+/-0.3
Homeowner vacancy rate	0.6	+/-0.1	(X)	(X)
Rental vacancy rate	6.0	+/-0.7	(X)	(X)
UNITS IN STRUCTURE				
Total housing units	320,429	+/-265	320,429	(X)
1-unit, detached	222,962	+/-1,352	69.6%	+/-0.4
1-unit, attached	8,235	+/-502	2.6%	+/-0.2
2 units	1,839	+/-394	0.6%	+/-0.1
3 or 4 units	6,458	+/-582	2.0%	+/-0.2
5 to 9 units	16,927	+/-853	5.3%	+/-0.3
10 to 19 units	24,773	+/-1,206	7.7%	+/-0.4
20 or more units	32,478	+/-1,307	10.1%	+/-0.4
Mobile home	6,509	+/-548	2.0%	+/-0.2
Boat, RV, van, etc.	248	+/-133	0.1%	+/-0.1

Source: U.S. Census Bureau

Amenities

Hospitals/medical centers with 20 miles from subject area:

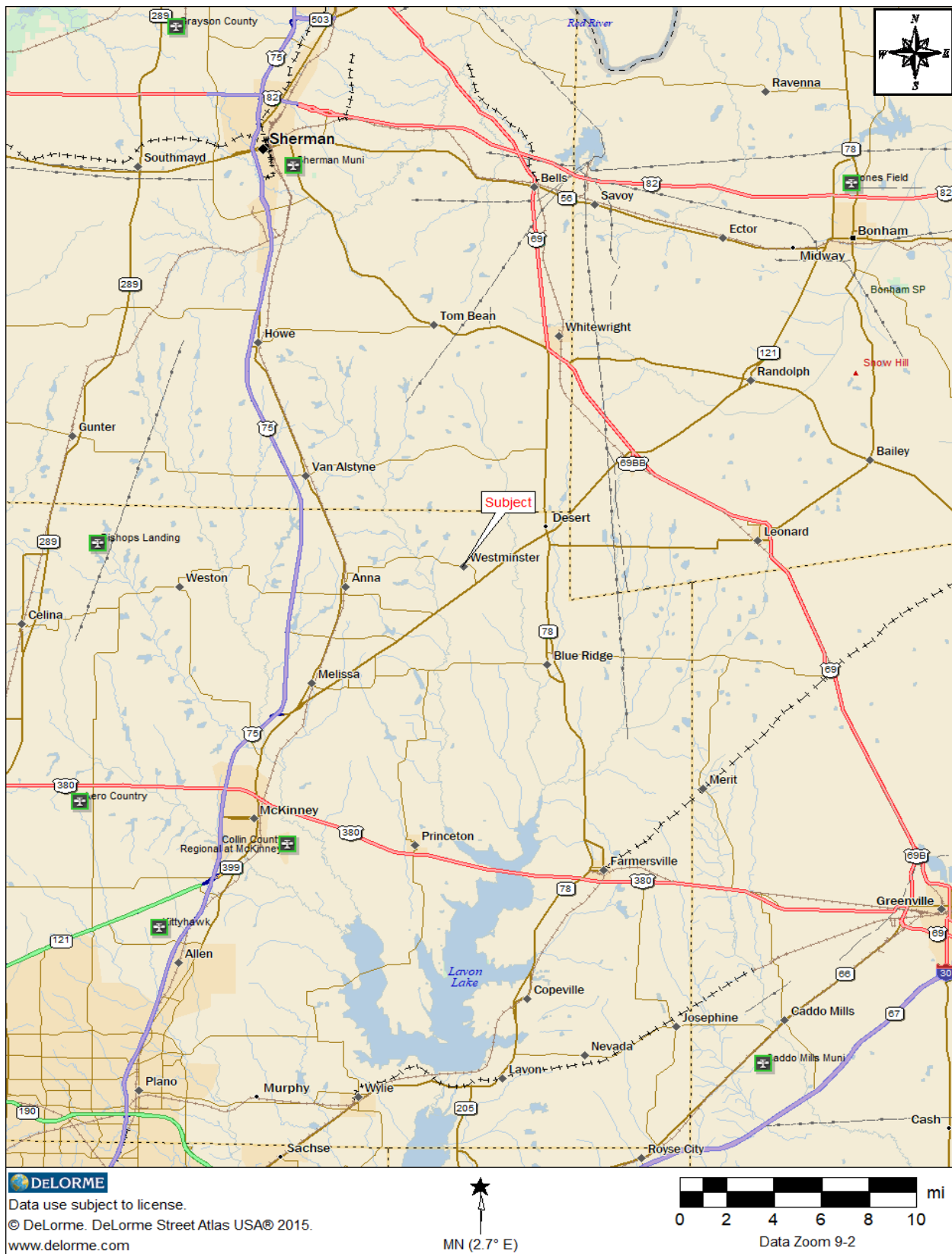
- Texas Health Presbyterian Hospital in Sherman, Texas
- Texoma Medical Center in Denison, Texas
- Presbyterian Hospital of Allen in Allen, Texas
- North Central Medical Center in McKinney, Texas
- Presbyterian Hospital of Plano in Plano, Texas

Airports certified for carrier operations 45 miles or less from Anna/Melissa:

- Dallas Love Field in Dallas, TX
- Dallas/Fort Worth International in the DFW Metroplex
- Fort Worth Alliance in Fort Worth, TX

CONCLUSIONS

In general, the southern portion of Collin County grew rapidly in the 1970s and early 1980s due to its proximity to the city of Dallas, and the availability of suburban amenities. In some cases, extensions of utilities and infrastructure are required. Water lines are scattered, with some properties on well water and septic systems. ONCOR provides electricity for the area. Various providers offer telephone service. Water is supplied by the North Texas Municipal Water District. Education is provided by various city's Independent School Districts. Fire protection is provided by the cities and the local volunteer fire department, and police protection is provided by the Collin County Sheriff's Department.



A **market area**, as defined in The Dictionary of Real Estate Appraisal, 6th Edition, copyrighted 2015, is:

"The geographic region from which a majority of demand comes and in which the majority of competition is located."

Market area analysis focuses on the four forces – social, economic, governmental, and environmental.

Forces that influence value are important in market area analysis. Similar characteristics point to the influences that have affected value trends in the past and may affect values in the future. A market area's character may be revealed by examining why occupants live or work in the area. Occupants are attracted to a location for its status, physical environment, services, affordability, and convenience. Therefore, the market area and subject vicinity are discussed below.

MARKET AREA INFLUENCES

The subject is located in rural, northeastern Collin County. As improved, the market area is considered to be land in proximity to the subject, as it competes with similar properties in this trade area.

Economic forecasts for 2020 are positive. Based on our observations, appreciation rates for real estate in the area has risen and positive adjustments are made to sales transacted in the past three years.

SUBJECT VICINITY

The subject is located between Houston Street, College Street, Austin Street, and Georgia Street , in the City of Anna ETJ in the disincorporated town of Westminster, Texas.

The town of Westminster is an unincorporated area that has been absorbed by the city of Anna and is located in the Anna ETJ.

ACCESS

Major arteries include SH-121, FM-3133 and FM 2862. State Highway 121 traverses the market area in a northeast to southwest direction extending to the city of Bonham to McKinney. There are numerous north/south and east/west county roads in the area. The roadways are either rock or asphalt roadways.

EDUCATION

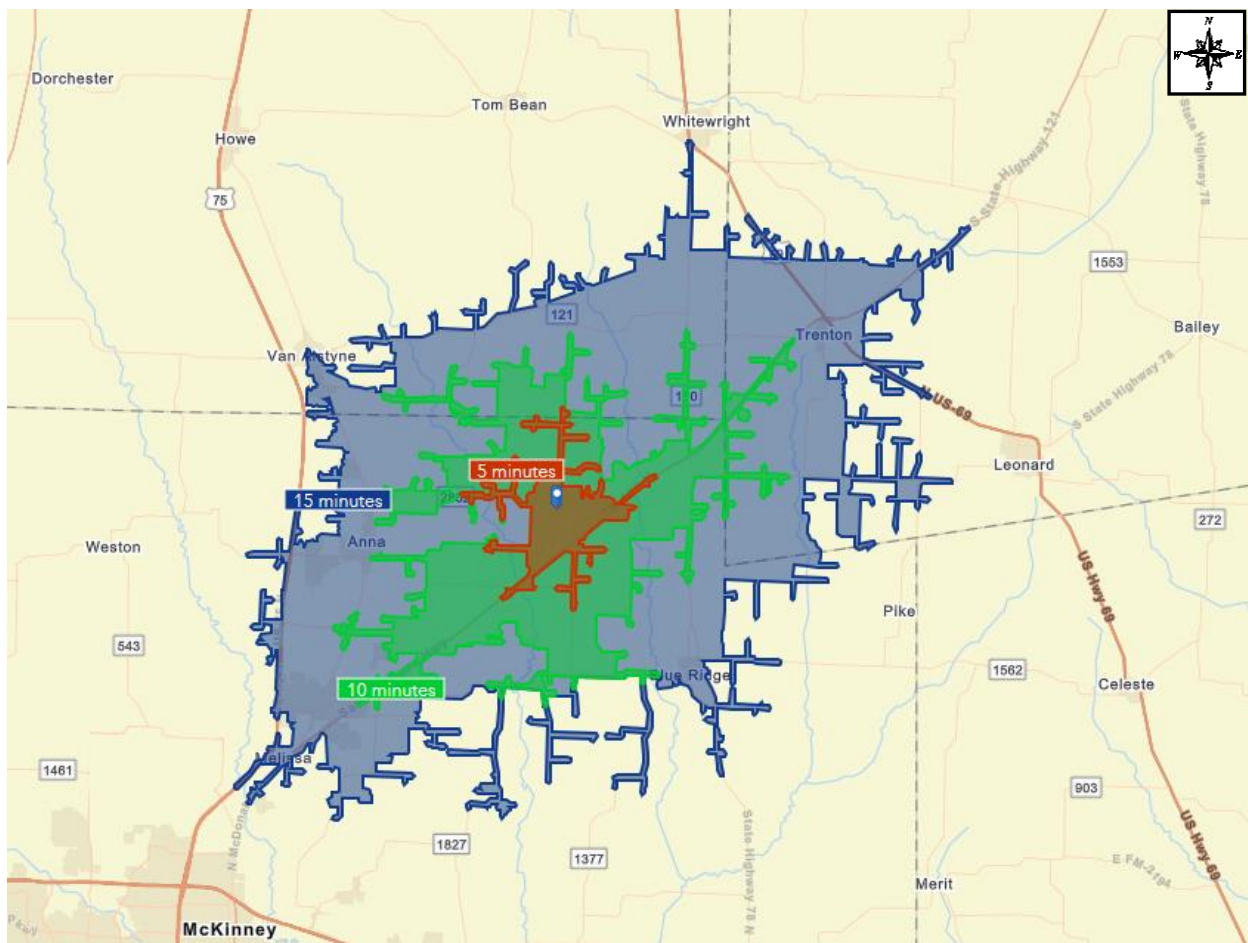
The area is serviced by the Anna Independent School District. The Anna ISD currently has an enrollment of 3,573 students and includes one high school, a middle school, and three elementary schools.

UTILITIES

Water is supplied through the Westminster Special Utility District with septic systems required for sewage. Various telecommunication companies provide telephone service. Electric service is deregulated. Atmos Energy provides natural gas service to the area.

AREA DEMOGRAPHICS

The following Executive Summary provided by Site To Do Business provides demographic and income data for 5-minute, 10-minute, and 15-minute drive times centered on the subject's location.



SUBJECT AREA ANALYSIS



Community Profile

101-199 W Houston St
101-199 W Houston St, Anna, Texas, 75409
Drive Time: 5, 10, 15 minute radii

Prepared by Esri
Latitude: 33.36259
Longitude: -96.46294

	5 minutes	10 minutes	15 minutes
Population Summary			
2000 Total Population	583	1,735	11,744
2010 Total Population	703	2,568	22,238
2019 Total Population	845	3,844	37,419
2019 Group Quarters	0	3	44
2024 Total Population	973	4,645	46,959
2019-2024 Annual Rate	2.86%	3.86%	4.65%
2019 Total Daytime Population	649	2,673	26,986
Workers	113	490	7,046
Residents	536	2,183	19,940
Household Summary			
2000 Households	219	607	4,101
2000 Average Household Size	2.66	2.86	2.86
2010 Households	263	882	7,482
2010 Average Household Size	2.67	2.91	2.97
2019 Households	316	1,284	12,383
2019 Average Household Size	2.67	2.99	3.02
2024 Households	363	1,538	15,421
2024 Average Household Size	2.68	3.02	3.04
2019-2024 Annual Rate	2.81%	3.68%	4.49%
2010 Families	202	692	5,972
2010 Average Family Size	3.06	3.29	3.32
2019 Families	241	999	9,881
2019 Average Family Size	3.08	3.40	3.38
2024 Families	276	1,195	12,300
2024 Average Family Size	3.09	3.43	3.41
2019-2024 Annual Rate	2.75%	3.65%	4.48%
Housing Unit Summary			
2000 Housing Units	253	679	4,449
Owner Occupied Housing Units	76.3%	77.2%	75.2%
Renter Occupied Housing Units	10.3%	12.2%	17.0%
Vacant Housing Units	13.4%	10.6%	7.8%
2010 Housing Units	316	1,014	8,137
Owner Occupied Housing Units	71.8%	74.5%	75.9%
Renter Occupied Housing Units	11.4%	12.5%	16.0%
Vacant Housing Units	16.8%	13.0%	8.0%
2019 Housing Units	366	1,415	13,068
Owner Occupied Housing Units	68.0%	75.4%	82.0%
Renter Occupied Housing Units	18.3%	15.3%	12.7%
Vacant Housing Units	13.7%	9.3%	5.2%
2024 Housing Units	421	1,680	16,023
Owner Occupied Housing Units	67.7%	77.0%	85.2%
Renter Occupied Housing Units	18.5%	14.5%	11.1%
Vacant Housing Units	13.8%	8.5%	3.8%
Median Household Income			
2019	\$80,058	\$80,402	\$81,667
2024	\$100,000	\$93,755	\$91,443
Median Home Value			
2019	\$284,091	\$256,964	\$239,857
2024	\$405,479	\$315,708	\$287,187
Per Capita Income			
2019	\$33,414	\$32,327	\$32,468
2024	\$39,411	\$36,954	\$36,262
Median Age			
2010	39.5	36.8	34.2
2019	41.1	37.5	35.4
2024	42.3	37.0	33.9

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024 Esri converted Census 2000 data into 2010 geography.



Community Profile

101-199 W Houston St
101-199 W Houston St, Anna, Texas, 75409
Drive Time: 5, 10, 15 minute radii

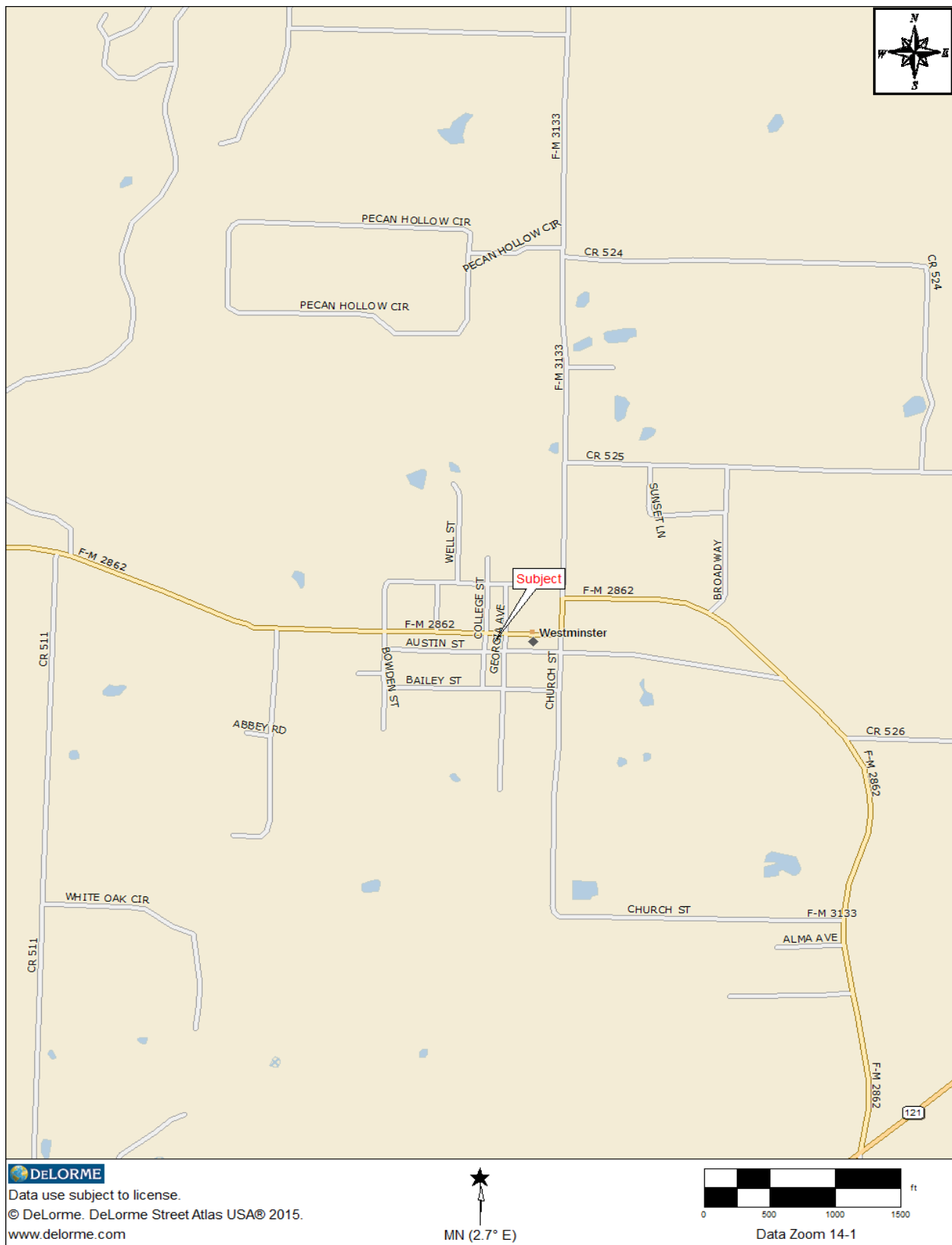
Prepared by Esri
Latitude: 33.36259
Longitude: -96.46294

	5 minutes	10 minutes	15 minutes
2019 Population 25+ by Educational Attainment			
Total	595	2,575	23,817
Less than 9th Grade	1.3%	2.0%	3.0%
9th - 12th Grade, No Diploma	3.0%	4.1%	5.3%
High School Graduate	33.4%	29.6%	24.3%
GED/Alternative Credential	1.8%	2.8%	4.3%
Some College, No Degree	30.3%	27.2%	26.1%
Associate Degree	6.2%	9.0%	11.1%
Bachelor's Degree	18.2%	17.2%	15.8%
Graduate/Professional Degree	5.7%	8.0%	10.0%
2019 Population 15+ by Marital Status			
Total	690	3,027	28,246
Never Married	28.4%	25.6%	25.5%
Married	47.7%	54.8%	60.4%
Widowed	3.5%	4.5%	4.6%
Divorced	20.4%	15.1%	9.4%
2019 Civilian Population 16+ in Labor Force			
Civilian Employed	93.2%	95.1%	97.1%
Civilian Unemployed (Unemployment Rate)	6.8%	4.9%	2.9%
2019 Employed Population 16+ by Industry			
Total	313	1,679	17,703
Agriculture/Mining	2.9%	2.4%	1.9%
Construction	10.9%	9.6%	8.7%
Manufacturing	10.9%	7.8%	8.1%
Wholesale Trade	1.3%	2.2%	3.0%
Retail Trade	17.3%	15.6%	14.2%
Transportation/Utilities	4.8%	6.1%	6.5%
Information	4.5%	2.2%	1.8%
Finance/Insurance/Real Estate	6.4%	7.8%	8.1%
Services	38.0%	41.9%	43.2%
Public Administration	3.2%	4.2%	4.4%
2019 Employed Population 16+ by Occupation			
Total	314	1,679	17,702
White Collar	64.9%	63.8%	64.0%
Management/Business/Financial	22.4%	17.3%	15.4%
Professional	19.8%	21.1%	22.2%
Sales	12.5%	10.7%	10.1%
Administrative Support	10.2%	14.7%	16.2%
Services	11.8%	12.7%	13.6%
Blue Collar	23.6%	23.5%	22.4%
Farming/Forestry/Fishing	0.0%	0.1%	0.2%
Construction/Extraction	5.4%	6.1%	5.9%
Installation/Maintenance/Repair	14.7%	8.5%	4.5%
Production	0.3%	2.5%	3.7%
Transportation/Material Moving	3.2%	6.4%	8.2%
2010 Population By Urban/ Rural Status			
Total Population	703	2,568	22,238
Population Inside Urbanized Area	0.0%	3.0%	17.5%
Population Inside Urbanized Cluster	0.0%	19.0%	38.0%
Rural Population	100.0%	77.9%	44.5%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2019 and 2024 Esri converted Census 2000 data into 2010 geography.

CONCLUSIONS

The subject is located in northeastern Collin County, Texas, in an unincorporated section of the county surrounded by primarily rural and residential communities. The majority of improvements are in the middle to older stages of economic life, and no extraordinary nuisances and hazards are notable in the area. The area is expected to continue as a stable environment, with limited, stable growth projected.



The subject property is a tract of land, consisting of a rectangular parcel totaling 10,000 square feet (or 0.230 acres); the subject is located between Houston Street, College Street, Austin Street, and Georgia Street .

SITE DATA**Dimensions/Frontage**

The subject is mostly rectangularly shaped, and contains a total of 10,000 square feet. The subject fronts each roadway by 100 feet.

Access/Abutting uses

Access (ingress and egress) to the site is available via Houston Street, College Street, Austin Street, and Georgia Street . The subject abuts commercial property on all sides.

Topography

The topography of the tract is mostly level to slightly sloping and at street grade.

Flood Plain

According to FEMA flood hazard map 48085C0180J dated June 2, 2009, the subject is determined to be outside the 100-year floodplain, being within Zone 'X'. Drainage of the site appears adequate. No guaranty is made that the site will or will not flood. A hydrological study or survey is required for confirmation of flood-designated boundaries. Reference the subsequent exhibits for a copy of the area flood map.

Environmental Hazards

To our knowledge, a Phase I Environmental Site Assessment has not been completed for the subject property as of the date of inspection. A current Phase I ESA is recommended. The subject is appraised predicated on the absence of detrimental environmental conditions. Should contaminants be present the conclusions in the report would be invalidated.

Utilities/Community Services

Electricity, water and phone services are available to the subject. Electric service is provided by various providers, with various providers providing telecommunication services. Atmos Energy provides natural gas service. Water is provided by the Westminster SUD with a septic system required for wastewater. Police and fire protection are provided by the county sheriff and local volunteer fire departments. The property is located within the Anna Independent School District.

Zoning

The subject is located within an unincorporated section of Collin County and is not zoned.

Soils, Development Limitation, and Productivity

This report assumes the soils are capable of supporting the structures, as numerous improvements are located within the subject area and adjoining area. A study of the development, limitations, and productivity were not completed in this appraisal report, as it is not necessary to the scope of the appraisal.

Easements

A survey of the site was not available for analysis. This valuation assumes that utility and access easements typical of this property type are present, and relocation of these easements will be performed at the time of development at the owner's expense.

Deed Restrictions

To our knowledge, no known deed restrictions affect or limit the use of the property; however, this should not be considered as a guaranty or warranty that no such restrictions exist. Deed restrictions are a legal matter: normally discoverable only by a title search by a title attorney. It is recommended that a survey and title search be made if any questions regarding deed restrictions arise.

Please refer to the subsequent exhibits and addenda for additional details.

REAL ESTATE TAX ANALYSIS

The Texas legislature created a system of centralized appraisal districts for each Texas county so that all real estate within a given county is valued for tax purposes through a standard appraisal process. Property assessments are based on market value. Property valuations under the central appraisal district system became effective in 1982.

In Collin County, the Collin Central Appraisal District is responsible for ad valorem tax appraisals of all real estate within the county. Based on the ad valorem tax appraisal, various tax districts levy annual taxes on property located within their respective districts. Typical taxing jurisdictions include assessments from the county, city, and school districts in which the property is located. The total ad valorem tax burden is the sum of the assessments for the various taxing authorities. The subject property is situated within the city of Anna ETJ and falls within the taxing jurisdictions of Collin County, Collin College, and the Anna ISD.

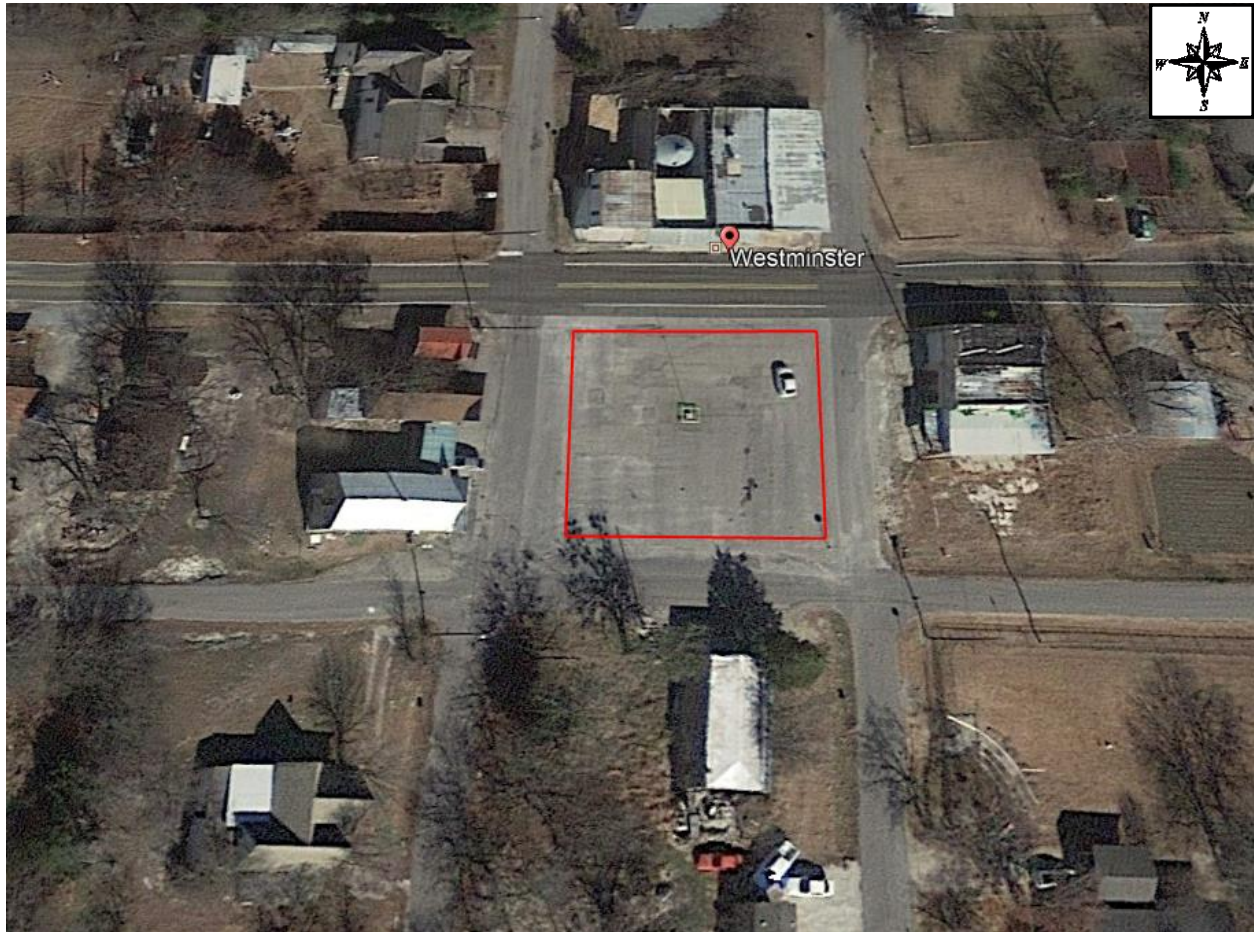
The subject is owned by Collin County. The Collin County Central Appraisal District has not assigned the property a tax identification number.

2019 TAX RATES (per \$100)	
Collin County	\$ 0.174951
Collin College	\$ 0.081222
Anna ISD	\$ 1.568350
Total	\$ 1.824523

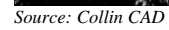
The subject, owned by Collin County, is tax exempt.

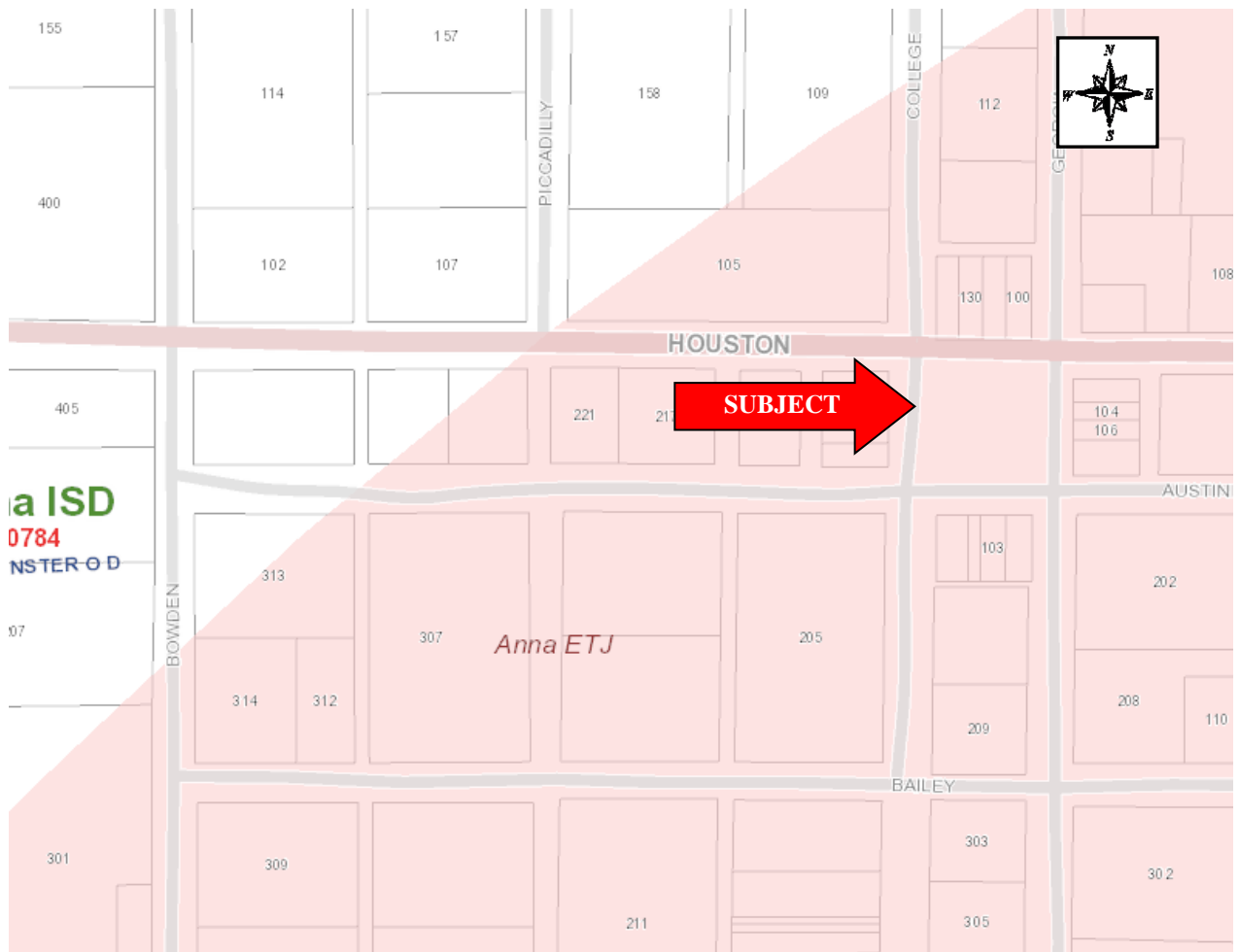
Based on the appraised value of \$10,000, the tax liability is shown below

Appraised Value		Tax Rate		Indicated Tax Liability
\$10,000	x	\$0.01824523	=	\$ 182



Source: Google Earth





Source: Collin CAD

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with draining areas of less than one square mile Zone.
- Future Conditions 1% Annual Chance Flood Hazard Zone A
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS

- Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

CROSS SECTIONS WITH 1% ANNUAL CHANCE

- Water Surface Elevation
- Coastal Transsect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transsect Baseline
- Profile Baseline
- Hydrographic Feature

OTHER FEATURES

- Digital Data Available
- No Digital Data Available
- Unmapped

MAP PANELS

- The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **4/6/2020 at 2:06:02 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PHOTOGRAPHED ON MARCH 15, 2020

Looking west along Houston Street, the subject is on the left.



Looking south subject.



Looking north, subject.



Viewing north across subject.



Viewing north along Georgia Street, the subject is on the left.



Viewing west across subject.

One of the basic elements of real estate valuation is the theory of highest, best, and most profitable use.

As quoted from The Dictionary of Real Estate Appraisal, copyright 1984, highest and best use is defined as that reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the effective date of the appraisal.

Or, as defined in the Appraisal of Real Estate, 14th Edition (copyrighted 2013), the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and which results in highest land value.

These definitions recognize that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

In appraisal practice, highest and best use analysis not only identifies the use of the property expected to produce the maximum net present value, but also helps the appraiser select comparable properties.

Four basic criteria are examined in estimating the Highest and Best Use of a property both as vacant and as improved. These stages of analysis are as follows:

- a) Possible Use - the uses to which it is physically possible to put on the site in question.
- b) Permissible Use (Legal) - the uses that are permitted by zoning and deed restrictions on the site in question.
- c) Feasible Use - the possible and permissible uses that will produce any net return to the owner of the site.
- d) Highest and Best Use - among the feasible uses, the use that will produce the highest net return on the highest present worth.

The highest and best use of a specific tract of land is not determined through subjective analysis by the property owner, the developer, or the appraiser; rather, highest and best use is shaped by the competitive forces within the market where the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property.

Market forces also shape market value, so the general data that are collected and analyzed to derive an opinion of market value are also used to formulate an opinion of the property's highest and best use as of the appraisal date.

SUBJECT AS VACANT

The subject property is surplus land, consisting of a rectangularly shaped parcel totaling 10,000 square feet (or 0.230 acres); the subject is between Houston Street, College Street, Austin Street, and Georgia Street. The property is denoted on the plat as a public square. The subject abuts commercial property on all sides.

Physically Possible

In arriving at our opinion of highest and best use for the subject, it was first necessary to determine if the physical characteristics of the site - such as soil conditions, topography, shape, and frontage were favorable for development. Soil conditions in the region are adequate for urban development provided appropriate engineering, design, and construction. According to FEMA flood hazard map 48085C0180J, dated June 2, 2009, the subject is determined to be outside the 100-year floodplain, being within Zone 'X'. Drainage of the site appears adequate. No guaranty is made that the site will or will not flood. A hydrological study or survey is required for confirmation of flood-designated boundaries.

Legally Permissible

The tract is located in an unincorporated section of Collin County and not zoned.

Financially Feasible

As defined in The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, is "the ability of a property to generate sufficient income to support the use for which it was designed." The surrounding properties and land uses are considered for compatibility in determination of feasible use. Based on the land usage pattern of the surrounding area, the layout, location, and frontage/visibility of the site, the most feasible use is considered to be for parking lot area.

Maximally Productive

The financially feasible use of the tract would be parking area for an adjoining business. Based upon the location, and nearby businesses surrounding the subject, a parking lot is considered most logical.

Therefore, the maximally productive use of the tract as vacant, would be for parking area.

SUMMARY OF HIGHEST AND BEST USE, AS VACANT

The maximally productive use would be for parking lot.

Use: parking lot

Timing: as demand of abutting owner warrants

Market Participants:

User: owner, abutting property owner

Most Probable Buyer: owner of abutting property

DATA COLLECTION PROCESS

The term "scope of the appraisal" is defined by the Appraisal Foundation as "The extent of the process of collecting, confirming, and reporting data". For purposes of this report, the subject market was researched for all pertinent data relating to the appraisal problem as stated below. This process typically includes collecting and confirming data through local real estate brokers, appraisers, property owners, lessee/lessors, and others familiar with the local real estate market. The information provided by these sources is deemed reliable but is not guaranteed.

The appraisal problem, as applied to the subject, is to determine the market value of the applicable interest in the subject property. In addressing this problem, the principles of utility, substitution, and anticipation are considered in the following valuation.

The rendered opinion of market value of a property that is being appraised is accomplished by the comparison and analysis of as many appraisal techniques as are appropriate. The following approaches are generally used to produce value indications.

Cost Approach: The value indication by this approach is accomplished by estimating the Reproduction (or Replacement) Cost New of the improvements and deducting accrued depreciation from all causes, if any. The value of the land (by comparison) is then added to this depreciated cost figure.

The cost approach is based on the premise that the value of a property can be indicated by the current cost to construct a reproduction or replacement for the improvements minus the amount of depreciation evident in the structures from all causes plus the value of the land and entrepreneurial profit. This approach to value is particularly useful for appraising new or nearly new improvements.

Sales Comparison Approach: The comparison of similar properties, which have sold in the marketplace, is used to produce an indication of value. The comparison may be either direct or indirect with commonly accepted units or elements of comparison.

The sales comparison approach is founded upon the principle of substitution, which holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility to the appraised property.

Income Capitalization Approach: This approach to value is applicable to properties capable of producing a net income stream. The net income stream is translated into a value indication through the capitalization process.

The income capitalization approach is based on the principle of anticipation, which recognizes the present value of the future income benefits to be derived from ownership in a particular property. The income capitalization approach is most applicable to properties that are bought and sold for investment purposes, and is considered very reliable when adequate income and expense data are available. Since income producing real estate is most often purchased by investors, this approach is valid and is generally considered the most applicable when the property being appraised was designed for, or is easily capable of, producing a satisfactory rental income.

The strengths and weaknesses of each approach used are weighed in the final analysis. The approach or approaches offering the greatest quantity and quality of supporting data are typically emphasized, and the final opinion of value is correlated.

Under the parameters of this assignment, the following approaches to value were considered and used in this appraisal:

Approach	Considered	Used
Cost	Yes	No
Sales Comparison	Yes	Yes
Income Capitalization	Yes	No

A preliminary survey of the property indicates the following:

- Sales of similar land use in the area are required. Sufficient data are available to arrive at an indicated value of the land of the subject by market comparison.
- The cost and income capitalization approaches are not utilized in this analysis.

Secondary sources of market data and investor criteria were utilized including Real Estate Research Corporation's Real Estate Report (RERC), Korpacz Real Estate Investor Survey, Real Estate Investment Services (REIS), M/PF, ALN Systems, Cushman Wakefield Market Reports, Marcus Millichap Market Reports, CB Richard Ellis Market Reports, Insignia Market Reports, Staubach Market Reports, and other industry publications.

APPRAISAL PROBLEM

The appraisal problem, as applied to the subject, is to determine the market value of the *fee simple interest* in the subject property. In addressing this problem, the principles of utility, substitution, and anticipation are considered in the following valuation.

When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion.

Reasonable exposure time is one of a series of conditions in most market-value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time, as defined by the Uniform Standards of Professional Appraisal Practice, Statement on Appraisal Standards No. 6, is the opinion of the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based upon an analysis of past events assuming a competitive and open market.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process, i.e. supply/demand conditions as of the effective date of the appraisal, the use of current cost information, the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and the buyer), and the analysis of future income expectancy projected from the effective date of the appraisal.

The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the analyses conducted during the appraisal assignment. The opinion may be expressed as a range and can be based on one or more of the following:

- Statistical information about days on market
- Information gathered through sales verification
- Interviews of market participants

Related information garnered through this process may include the identification of typical buyers and sellers for the type of property involved and typical equity investment levels and/or financing terms.

The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone. The answer to the question “what is reasonable exposure time?” should always incorporate the answers to the question “for what kind of property at what value range?” rather than appear as a statement of an isolated time period.

A reasonable exposure time for the subject property at the market value definition and market value conclusion in this appraisal was methodically developed by discussions with local market participants. According to local brokers, appraisers, and informed market participants, the reasonable exposure time for properties similar to the subject, is considered to be 12 to 24 months.

Land value is directly related to highest and best use. The relationship between the highest and best use and land value may indicate whether an existing use is the highest and best use of the land.

Land valuation can be accomplished by six procedures. These include sales comparison, allocation, extraction, subdivision development, land residual, and ground rent capitalization.

Sales Comparison – Sales of similar, vacant tracts are analyzed, compared, and adjusted to provide a value indication for the land being appraised.

Allocation – Either sales of improved properties are analyzed and the prices paid are allocated between the land and the improvements, or comparable sites under development are analyzed and the costs of the finished properties are allocated between the land and improvements.

Extraction – Land value is indicated by subtracting the estimated value of the depreciated improvements from the known sale price of the property. This procedure is frequently used when the value of the improvements is relatively low or easily calculated.

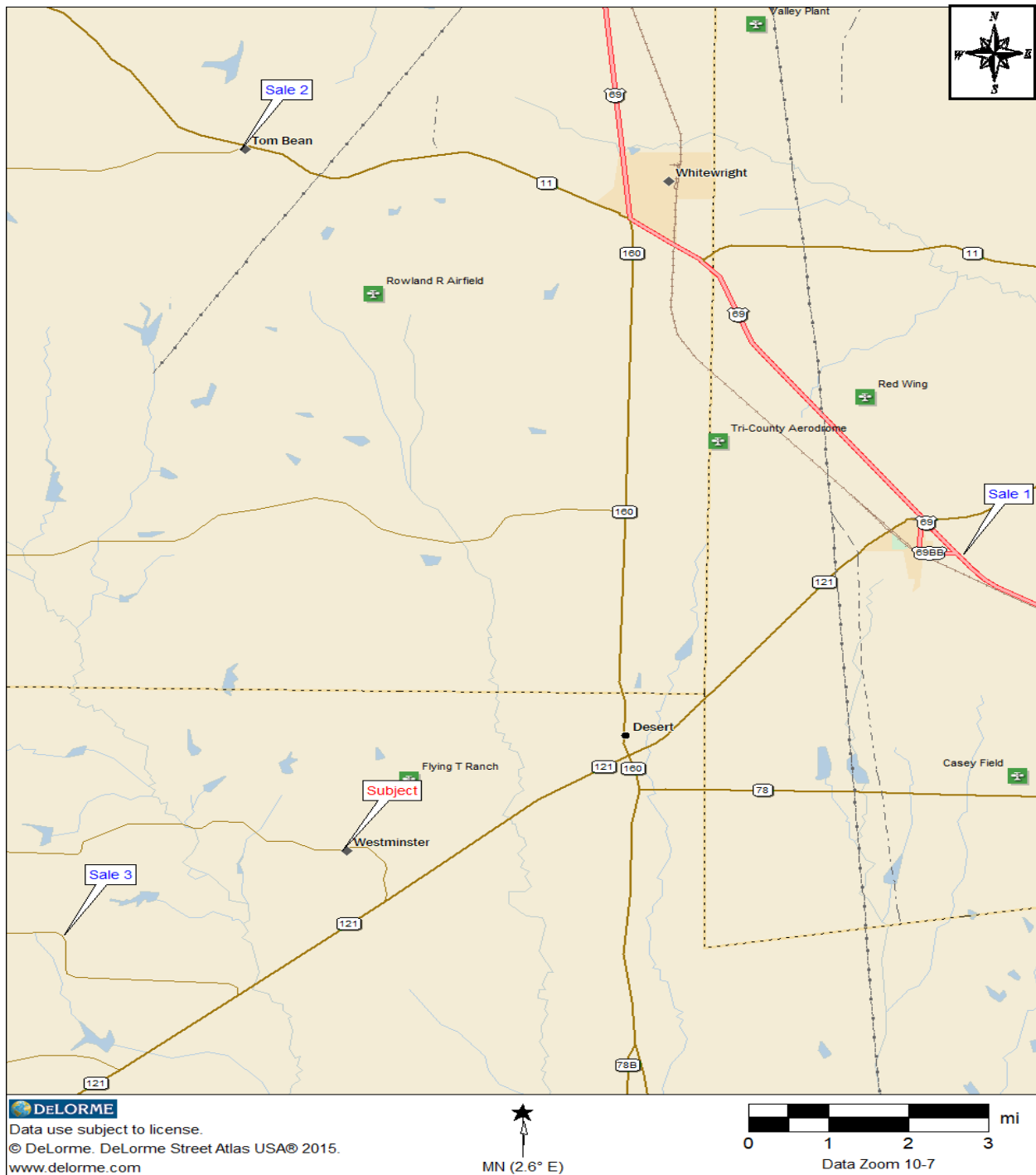
Subdivision Development – The total value of undeveloped land is indicated as if the land were subdivided, developed, and sold. Development costs, incentive costs, and carrying charges are subtracted from the estimated proceeds of sale, and the net income projection is discounted over the period required for market absorption of the developed sites.

Land Residual Technique – The land is assumed to be improved to its highest and best use. The income attributable to the return *on* and *of* the capital invested in the improvements is deducted from the net operating income. The result is the income attributable to the land. This income is capitalized to derive an opinion of land value.

Ground Rent Capitalization – This procedure is used when land rents and land capitalization rates are readily available, e.g., for appraisals in well-developed areas. Net ground rent, the net amount paid for the right to use and occupy the land, is calculated and divided by a land capitalization rate. Either actual or estimated rents can be capitalized using rates that can be supported in the market.

The *sales comparison* method is the best method of developing an opinion of value of the subject. In this method, known sales of similar use land in the market area are compared to the subject to arrive at an indication of value. In arriving at value conclusions, the tracts are compared as to the rights conveyed, financing terms, sale conditions, market conditions, location, and physical characteristics. This approach is used to value land that is vacant or considered vacant for appraisal purposes.

The market was carefully researched for recent sales, leases, listings, or other transactions, which would provide a valid basis for developing an opinion of the market value of the subject by comparison. After reviewing and analyzing the sales, the following sales were extracted from this sample and utilized for the land valuation. These sales are detailed on the following pages.

LAND SALES MAP

Land Sale No. 1

Location S/s County Road 4605, approximately 400' east of US Highway 69
Trenton, Fannin County, TX

Legal Description J. Aldridge Survey, Abstract 1235, Fannin County, Texas

Grantor Keith and Sherry Kirkland

Grantee Bandey Wegley

Record Data

Date of Sale April 3, 2017

Document No. Vol 1945/Page 10

Consideration \$22,000

Terms of Sale Cash (or cash equivalent) to the seller

Conditions of Sale Arm's-length

Land Area

Acres 1.16

Square Feet 50,530

Price Per SF \$0.44

Zoning HI, Heavy Industrial

Topography Mostly level; at grade; 0% floodplain

Utilities Water service only

Shape Irregular

Frontage ±435 LF - CR 4605

Comments This is a vacant tract of land located on the south side of CR 4605 in Trenton. The property is generally level open land.

Land Sale No. 2

Location	N/s FM 2729 (AKA 112 FM 2729) Tom Bean, Grayson County, TX
Legal Description	OTP Tom Bean, Block 2, Lot 15 thru 18
Grantor	Scott Kilmer
Grantee	Larry and Sherry Howard
Record Data	
Date of Sale	May 4, 2017
Document No.	Vol 5994/Page 924
Consideration	\$12,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	0.344
Square Feet	14,985
Price Per SF	\$0.80
Zoning	C-1, Commercial
Topography	Mostly level; at grade; 0% floodplain
Utilities	All available
Shape	Rectangular
Frontage	±99 LF - FM 2729
Comments	The tract is located on the north side of FM 2729. The property had an older house in poor condition that has been razed.

Land Sale No. 3

Location	E/s FM 455 @ County Road 424 Collin County, Texas
Mapsc	CO-480-K
Legal Description	Morrison Guinn Survey
Grantor	Earl Price Estate
Grantee	Jenny Yang
Record Data	
Date of Sale	September 22, 2017
Document No.	20170326000823600
Consideration	\$60,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	2.220
Square Feet	96,703
Price Per SF	\$0.62
Zoning	None, In county
Topography	Mostly level; at grade; 0% floodplain
Utilities	Water only
Shape	Triangular
Frontage	±1,330 LF - FM 455 ±538 LF - CR 424
Comments	This is a triangularly shape tract with frontage on three roadways in the Anna ETJ.

LAND SALES					
Sale No.	Location	Size		Price Per	Date of Sale
		SF	AC	SF	
1	S/s County Road 4605, approximately 400' east of US Highway 69	50,530	1.160	\$ 0.44	Apr-17
2	N/s FM 2729 (AKA 112 FM 2729)	14,985	0.344	\$ 0.80	May-17
3	E/s FM 455 @ County Road 424	96,703	2.220	\$ 0.62	Sep-17
Subject	Southeast side of Houston and College Street	10,000	0.230		

The sales in the sample were selected from a larger group as being most similar in overall physical characteristics as compared to the subject. The land sales occurred between April 2017 and September 2017, range in size from 0.344 acres to 2.220 acres, and range in price from \$0.44 to \$0.80 per square foot. These sales represent the most recent, similar activity in proximity to the subject.

ADJUSTMENT DESCRIPTIONS AND ANALYSIS

The first step in any comparative analysis is to identify which elements of comparison affect property values in the subject market. Each of the basic elements of comparison must be analyzed to determine whether an adjustment is required. If sufficient information is available, a quantitative adjustment can be made.

Adjustments for differences are made to the price of each comparable property to make that property equivalent to the subject in market appeal on the effective date of the opinion of value. The magnitude of the adjustment made for each element of comparison depends on how much that characteristic of the comparable property differs from the subject property. We have considered all appropriate elements of comparison in the following discussions.

In the following analysis, consideration is given for rights conveyed, financing, sale and market conditions, location, and physical characteristics. Property rights conveyed and financing are basic components of sale. Rights conveyed should be identical and financing should be on a cash equivalent basis. Sale conditions require analysis to determine any unusual characteristics. Consideration of market conditions is necessary because of the cyclical nature of the real estate market and continuous economic change. The location adjustment considers factors such as type, compatibility, quality, desirability, and accessibility of area development. Comparison of utility considers such factors as zoning, size, and frontage.

COMPARATIVE ANALYSIS

In analyzing the sales, comparative analyses are used to identify differences between the subject and the comparable sales. The difference in selling price is allocated to the elements of comparison, which the market data indicates contribute to different prices. While we have no direct support for these selected adjustments, an analysis of similar properties requires adjustment for these elements to be applied. The following table is a summary of comparable elements and their associated adjustments.

SUMMARY OF SELECTED ADJUSTMENTS	
Adjustment Category	Selected Adjustments
Location	5-20%; for the difference between desirability of differing locations
Access	10-15%; for the difference between average to good access
Frontage	10%; for the difference between inferior and superior frontage
Size	10%; for adjustment for each doubling/halving in size
Zoning	5%; for the difference between zoning districts and uses
Utilities	5%; for the differences in topography/utility of the properties

All the adjustments are estimations based on the experience of the appraisers after careful inspection and consideration of all the properties involved. These adjustments are not intended as exact measurements, but are used to define accurately the range of values indicated by the market.

RIGHTS CONVEYED, FINANCING, SALE, MARKETING CONDITIONS, AND LOCATION

Rights Conveyed

When property rights are sold, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even another property or properties. Before the price of a comparable sale property can be used in sales comparison analysis, the appraiser must first ensure that the sale price of the comparable property applies to property rights that are similar to those being appraised. To do so, adjustments may be required before specific differences in the physical real estate can be compared. No adjustments are required.

Financing

The transaction price of one property may differ from that of an identical property due to different financing arrangements. The cost of financing includes the interest rate and any points, discounts, equity participations, or other charges that the lender requires to increase the effective yield of the loan. The cost and availability of credit for real estate financing influence both the quantity and quality of real estate demanded and supplied. Additional financing adjustments could be made based on owner financing, favorable financing terms, or assumptions. The sales were purchased with cash, or third party financing which requires no adjustment.

Sale Conditions

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Sales where the conditions significantly affect transaction prices are labeled non-arm's length transactions. Any sales that reflect unusual sale conditions are adjusted accordingly and the circumstances of these non-arm's length transactions are detailed on the sale summary pages. The sales were evaluated and no adjustments for sale conditions are considered necessary for the comparable sales.

Market Conditions

The sales occurred between April 2017 and September 2017. Adjustments for market conditions are applied if property values have increased or decreased since the transaction dates. Based on our observations and analysis, real estate has appreciated approximately 5% annually. Each sale is adjusted accordingly.

Location

An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the subject property. Most comparable properties in the same market area have similar locational characteristics, but variations may exist within that area of analysis. Each of the sales is in an inferior location. The sales are adjusted upward +25%, +20%, and +25% for location.

PHYSICAL**Access**

Access has significant bearing on real estate in the market. Access is defined as the points, or number of points available for ingress/egress to the subject site or ease of access to the site from abutting roadways. Access to the subject property is via four roads. Sale Nos. 1, 2, and 3 are inferior to the subject in access and are adjusted upward +15%, +15%, and +5% for access.

Frontage

Frontage is the number of feet of frontage along the subject roadway or roadways. The subject has 400 feet of frontage on four roadways. All of the sales are adjusted +5%, +5%, and -5% for frontage.

Size

The subject site totals 10,000 square feet, or 0.230 acres. The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. Recent experience with other properties utilizing a linear regression analysis indicates a 5% - 15% adjustment for each doubling/halving (100%) in size. A 10% adjustment is used for this analysis. All sales are adjusted accordingly. Sale Nos. 1, 2, and 3 are adjusted +24%, -20%, and +33% for , respectively for size.

Zoning

The property is in the county and is not zoned. Sale No. 1 is zoned industrial, an inferior zoning and is adjusted upward +5%. Sale Nos. 2 and 3 are considered similar in zoning and are not adjusted.

Utilities

The subject only has water service available. Sale Nos. 1 and 3 are similar to the subject and are not adjusted. Sale No. 2 has all utilities available and is adjusted downward -5% for utilities

SUMMARY OF ADJUSTMENTS

The previously described adjustments are applied in the following table:

LAND SALES ADJUSTMENTS			
Sale No.	1	2	3
No. of Acres	1.160	0.344	2.220
Size SF	50,530	14,985	96,703
Sale Date	Apr-17	May-17	Sep-17
Sale Price	\$22,000	\$12,000	\$60,000
Sale Price Per SF	\$0.44	\$0.80	\$0.62
Rights Conveyed	-0-	-0-	-0-
Financing	-0-	-0-	-0-
Sale Conditions	-0-	-0-	-0-
Market Conditions	15%	14%	13%
Adjusted Price	\$0.51	\$0.91	\$0.70
Location	25%	20%	25%
Access	15%	15%	5%
Frontage	5%	5%	-5%
Size	24%	-20%	33%
Zoning	5%	-0-	-0-
Utilities	-0-	-5%	-0-
Net Adjustment	74%	15%	58%
Adjusted Price/SF	\$0.89	\$1.05	\$1.11

After adjustments, the comparables range in price from \$0.89 to \$1.11 per square foot, with an average of \$1.02 per square foot and a median of \$1.05 per square foot.

LAND VALUE CONCLUSION

The comparable sales are representative of land activity in the area. Considering the adjusted sales, the indicated value of the subject site is \$1.00 per square foot, or \$10,000.

Land Area					
No. of Square Feet			\$/SF		Indicated Value
10,000	x		\$1.00	=	\$ 10,000

In the preceding sections of this report, the area data and trends, location amenities, highest and best use, and other elements of value are discussed. The market was researched for comparable improved sales, and income producing properties.

SUMMARY OF APPROACHES	
Cost Approach	N/A
Sales Comparison Approach	\$10,000
Income Capitalization Approach	N/A
Reconciled Value	\$10,000

In the final analysis, considering the approaches to value, each approach is analyzed in terms of the quantity and quality of the data used in each approach and applicability to estimate a reliable value.

Cost Approach

The cost approach is not germane to the valuation, as the subject is a tract of land. Overall, the cost approach is not an applicable valuation method for this analysis.

Sales Comparison Approach

For the valuation of the subject, sufficient sales of tracts of land with similar utility are available to arrive at an opinion of value of the land by market comparison. The sales used are adjusted to reflect current market conditions and conditions of sale.

Income Capitalization Approach

The income capitalization approach is not applicable to the subject property analysis, as the subject is not leased or considered income producing.

CONCLUSION

In conclusion, the sales comparison approach is the most reliable and applicable valuation approach. The cost and income capitalization approaches are not utilized in this analysis. The sales comparison is used to establish a subject value, due to both the quality and quantity of the available sale data, and provides an excellent basis for valuation. Based on this type of property and the most likely owner, our final opinion of the market value of the subject is as follows:

Market Value Opinion	\$10,000
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APPRAISER'S CERTIFICATE

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

We have no present or contemplated future interest in the real estate that is the subject of this appraisal report. We have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved. Our engagement in this assignment was not contingent upon developing or reporting predetermined results. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are our personal, impartial, unbiased professional analyses, opinions, and conclusions.

This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. We certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and in conformity with the rules of the Texas Real Estate Commission. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its members. As of the date of this report, Jace Whatley has completed the Standards and Ethics Education requirements for Designated Members of the Appraisal Institute.

We have not previously provided appraisal services regarding this property in the past three years. No other persons have provided real property appraisal assistance to the persons signing this certification. We certify that Jace Whatley and John McGraw personally inspected the property appraised.

We are not employees, officers, or appointed board or commission members of Collin County.

We did not consider race, color, religion, sex, national origin, handicap, or familial status in determining the value of the subject property.

PYLES★WHATLEY CORPORATION**Jace Whatley, MAI**

State of Texas Certification #1380205-G

**John McGraw**

State of Texas Certification #TX-1332873-G

JACE C. WHATLEY, MAI

Appraisal assignments include retail centers, restaurants, convenience stores, office buildings, and various commercial and industrial properties. Additional consulting assignments include condemnation and right-of-way work.

Experience

- ❖ Appraiser with PYLES WHATLEY CORPORATION since January 2009.

Education

- ❖ University of Texas at Austin, 2004-2008
 - McCombs School of Business: Bachelor of Business Administration
 - Major: Finance, Minor: Accounting
- ❖ Numerous Appraisal Courses offered by the Appraisal Institute

Professional Titles

- ❖ Texas Appraiser Licensing and Certification Board
 - Certified General Real Estate Appraiser, State of Texas Authorization #TX-1380205-G
- ❖ Appraisal Institute
 - Member - Appraisal Institute (MAI). The Appraisal Institute conducts a program of continuing education for its designated members. Members who meet the minimum standards of this program are awarded periodic educational certification, and I am currently certified under this program.
- ❖ International Right of Way, Chapter 36, Member
 - Professional Development Committee, August 2017-Current
 - Program Chair, August 2012-June 2014, August 2015-June 2016
 - Historian, August 2014-June 2016

JOHN MCGRAW

Appraisal assignments include existing and proposed office buildings, multi-family projects, commercial and industrial properties, as well as land development, single family residential, specialized properties and feasibility/marketing studies.

Experience

- ◆ Practicing with Pyles Whatley Corporation since 1998
- ◆ Licensed Real Estate Salesman for four years
- ◆ Board of Directors Culleoka Water Supply for six years
- ◆ Environmental Chemist for Water and Wastewater

Education

- ◆ BA Chemistry
University of North Texas
- ◆ BA Biology
University of North Texas
- ◆ Real Estate Career College
- ◆ Continuing Education courses in Real Estate

Professional Titles

- ◆ Licensed Real Estate Broker – State of Texas
- ◆ State of Texas Appraiser 1332873-G

Membership

- ◆ Member: Dallas Board of Realtors, 1996
- ◆ Member: Collin County Board of Realtors, 1996
- ◆ Member: Grayson County Board of Realtors, 1996
- ◆ Member: Abilene Board of Realtors, 1998

ADDENDA

ENGAGEMENT LETTER

PYLES★WHATLEY CORPORATION

Real Estate Consultants

February 6, 2020

Mr. Jeff Durham
Director of Public Works
Collin County
4690 Community Avenue, STE 200
McKinney, Texas 75071

Re: Real Estate Appraisal Services -- A 100-foot by 100-foot tract of county owned land along Houston Street and College Street, in the unincorporated community of Westminster, Collin County, Texas.

Dear Mr. Durham:

Thank you for the appraisal inquiry. Based on your request to provide a market value appraisal on the property described above, we agree to the following.

The valuation will be as of our date of inspection and will be based on the highest and best use. The appraisal will be of the underlying land value and will exclude any site improvements. The market value conclusion will be a price per : foot. The report will be delivered 30 days from the notice to proceed. Collin County is the client and an intended user.

Requested hard copies of the appraisal report will be submitted to you plus an electronic copy. Our fee to perform the appraisal is \$1,500.

This appraisal report will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and in conformity with the requirements of the Code of Ethics and Standards of Professional Practice of the Appraisal Institute.

If you should need additional information, give me a call at 214 340 5880.

Respectfully submitted,

PYLES WHATLEY CORPORATION

Jace Whatley, MAI

16910 Dallas Parkway, Suite 100, Dallas, Texas 75248 • P: 214.340.5880 • F: 214.340.5422
Toll Free: 800.340.2166 • appraisals@pyleswhatley.com
www.PylesWhatley.com

20-314

STATE CERTIFICATION



INFORMATION REGARDING **CONFLICT OF INTEREST QUESTIONNAIRE**

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Clarence Daugherty – Director of Engineering

Jeff Durham – Parks and Projects Manager

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Assistant Purchasing Agent

Matt Dobecka, CPPO, CPPB, CPCP – Functional Analyst

Commissioners' Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][][] or Employer identification number [][] - [][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.