# Property Owner(s) (Applicant(s)) and Property Information:

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| *If the Property is jointly owned, all Owners of the Property that was damaged by Hurricane Harvey must complete the section below and sign this Affidavit whether or not such Owner(s) are applicants on the application for the General Land Office’s Homeowner Assistance Program. If more than two persons own the Property, please use additional lines in the space below and in the signature line, as necessary, to include all Owners of the Property.* |
| **Owner’s Last Name:** | **First Name:** | **Middle Initial:** |
| **Co-Owner’s Last Name:** | **First Name:** | **Middle Initial:** |
| **Property Address:** |

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| **City:** | **State:** |
| **Zip:** | **County:** |

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| --- | --- |
| **Phone Number:** | **Email:** |

# Plot Exchange Property Information:

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| *Please identify the Plot Exchange Property that is owned by the City that was voluntarily chosen by the Owner(s) to be exchanged for the Owner’(s) Property in order for the Owner(s) to participate in the General Land Office’s Homeowner Assistance Program.*  |

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| **Plot Exchange Property Address:** |
| **City:** |  | **State:** |
| **Zip:** | **County:** |

In signing this form, “I/we, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (Owner/Co-owner(s) of the Property) acknowledge the following:

“1. I/we own the residential property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Texas \_\_\_\_\_\_\_\_\_\_\_ (“the Property”), which was damaged by Hurricane Harvey.

2. Currently, it is my/our understanding that the Property is zoned as either industrial use or non-conforming existing use by the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Texas (“the City”).

3. As participant(s) in the General Land Office’s (“GLO”) Homeowner Assistance Program (“the Program”) and as Owner(s) of the Property, I/we understand that reconstruction, new construction, or substantial rehabilitation, as defined by the City, is not allowed on any real property zoned for industrial use or non-conforming existing use.

4. I/we understand that the City is willing to exchange for my/our Property real property owned by the City that is zoned for residential use so that I/we may participate in the Program (“Real Property Exchange”).

5. I/We have voluntarily approached the City for this possible Real Property Exchange.

6. I/We understand that the Program will demolish the home damaged by Hurricane Harvey located on my/our Property and will build a new home on one of the City’s alternative building sites voluntarily chosen by me/us.

7. I/We have been provided an estimated market value of my/our Property by the City, which may be derived from the county appraisal district valuation or another source provided to the City.

8. I/We acknowledge that the City, through its undersigned representative, has offered alternative building sites to me/us as possible sites in which the Program will rebuild my/our home and I/we have voluntarily chosen the Plot Exchange Property identified above in exchange for my/our Property. I/We have also been provided by the City an estimate of the market value of the chosen Plot Exchange Property.

9. I/We agree that the Plot Exchange Property’s value, including any and all consideration for the ability to participate in the Program and receive a new home under the Program and for the ability to live in a residential area without health and safety concerns, is approximately equal to the value of my/our Property.

10. I/We agree to hold both the GLO and the City harmless from any and all claims, liabilities, costs, or delays in time resulting from or associated with the Real Property Exchange.

11. I/we understand that the Plot Exchange Property will be subject to all applicable state and federal laws and regulations, including an environmental evaluation.

12. **I/we understand that, by participating in the Real Property Exchange with the City and by participating in the Program, the tax appraisal reductions afforded to participants of a disaster recovery program under the Texas Tax Code will not be available to me/us as the new home will be built by the Program on the Plot Exchange Property and not on my/our current Property. I/we understand and agree that, once the new home is built on the Plot Exchange Property, I/we may receive a higher real property appraisal than the appraisal on our my/our Property. Consequently, I/we understand that I/we may be liable to pay higher property taxes if I/we participate in the Real Property Exchange and in the Program as this new home being built by the Program on the Plot Exchange Property will be considered a new improvement under the Texas Tax Code.**

13. I/we accept this Real Property Exchange so that new construction for a house under the Program can be built on the appropriately zoned Plot Exchange Property.

14. I/We voluntarily agree to participate in this Real Property Exchange without force or duress. I/we acknowledge that signing this affidavit and accepting this Real Property Exchange has legal and financial consequences. I/We acknowledge that neither the City nor the GLO represent me/us and I/we have been advised to consult with legal counsel with respect to any questions regarding all legal and financial consequences of participating in this Real Property Exchange.

15. I/We have been informed by the City that if I/we are not interested in the Plot Exchange Property or if I/we cannot reach an amicable agreement with the City with respect to the Real Property Exchange, the City will not pursue the acquisition of the Property under its eminent domain authority. In addition, the City has informed me/us that the Property is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

Under penalties of perjury, I/we certify that the information presented in this document is true and accurate to the best of my/our knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my/our ineligibility to participate in the Program and/or the Real Property Exchange.”

**Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.**

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| **Owner/Applicant Print Name** |  | **Owner/Applicant Signature** |  | **Date** |
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| **Co-Owner/Co-Applicant Print Name** |  | **Owner/Co-Applicant Signature** |  |  **Date** |

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| **Notary’s Acknowledgment** |
| **State of \_\_\_\_\_\_\_\_\_\_****County/Parish of**Before me, a notary public, on this day personally appeared ,known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct. |
| **Signature of Notary** | **NOTARY SEAL** |
| **Notary Public – Printed Name** |
| **Date Notary’s Commission Expires** |