AGREEMENT CONCERNING THE PARTIAL DONATION OF PROPERTY TO THE TEXAS DEPARTMENT OF TRANSPORTATION

STATE OF TEXAS §
§
COUNTY OF §

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "Department", and _____ , hereinafter called the "Donor".

WHEREAS, the Department, in accordance with the Texas Transportation Code, Subchapter D, Chapter 201, Section 201.206, may accept donations for the purpose of carrying out its functions and duties; and

WHEREAS, the Donor desires to partially donate property more particularly described on Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), to the Department; and

WHEREAS, The Department, has determined the Fair Market Value of this property is $ _____ ; and

WHEREAS, The donor desires to accept $_____ as full compensation for the property and desires to donate to the Department any residual amount over and above said $ _____ .

WHEREAS, acceptance of the donation of the Property will further the Department's ability to meet its responsibilities; and

CHECK ONE OF THE FOLLOWING:

☐ **WHEREAS,** the Donor is not subject to Department regulation or oversight, or interested in or likely to be come interested in any contract, purchase, payment, or claim with or against the Department; and

If the preceding was not checked because the donor is subject to Department regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment or claim with or against the Department, but the following is correct, then check the following.

☐ **WHEREAS**, although the Donor may be subject to Department regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the Department, acceptance of the partial donation will provide a significant public benefit and will not influence or reasonably appear to influence the Department in the performance of its duties;

NOW, THEREFORE, in consideration of the agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

Article 1. Donation and Use Thereof

The Donor has executed a partial Donation Deed, a copy of which is attached hereto as Exhibit B, conveying the Property to the Department. Although the Donor has given physical possession of the executed deed to the Department, Donor and the Department agree that deliverance of the deed has not occurred, and the Department has not accepted actual deliverance of the deed sufficient for title to pass. The Department hereby agrees to accept deliverance of such deed after either the Executive Director or his/her designee (for donations valued at less than $500.00) or the Texas Transportation Commission (for donations of $500.00 or more) has approved Donor's partial donation of the Property, at which time title shall pass upon the Department's execution of this Agreement.

The value of the Property donated as determined by an appraisal prepared by _____ is $ _____ and Donor has agreed to accept $ _____ as the total compensation for the property.

Donor agrees and acknowledges that Donor has been fully informed of its right to receive just compensation for the Property; however, it is the desire and intent of Donor to partially donate the Property to the Department.

Acceptance of the partial donation herein described does not bind the Department to a course of action or promise of performance.

Article 2. Representations and Warranties

The Donor represents and warrants that it has the ownership interest being conveyed in the attached deed.

The Department does not approve and is not responsible for any representations made by the Donor for tax purposes.

Donor represents and warrants to the Department that Donor has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, Donor represents and warrants to the Department that Donor has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. Donor has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

Article 3. Relocation, Incidental Expenses, Relationship between Donor and Department

After the acceptance of the delivery of the deed and execution of this Agreement by the Department, Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be

reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with the Department within six months after you are notified of the Department's determination on any claim for reimbursement.

Donor acknowledges receipt of the brochure entitled *"Relocation Assistance"* and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

There is no official relationship between the Donor and the Department. The Donor is a property owner desiring to donate Property to the Department for no benefit or gain to the Donor.

This Agreement and the donation deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the State's Relocation Assistance Program.

The State, without cost to the Donor, will pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.

Article 4. Availability of Information

This agreement is public information and will be furnished to a requestor under the Public Information Act, Government Code, Chapter 552.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

_____

Date: _____

DONOR

The undersigned signatory warrants that he/she is an official representative of the organization making the donation described herein and that he/she is authorized to make the donation and to enter into this Agreement on behalf of the organization. The undersigned understands and agrees that the conveyance of the Property does not occur until the Department has executed this Agreement in accordance with specific approval of the Texas Transportation Commission and in accordance with law, and has thereby accepted deliverance of the deed.

By: _____

_____

Date: _____

Principal Place of Business/Address:

_____

_____

_____

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