**RIGHT OF WAY EASEMENT**

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| **STATE OF TEXAS** | **§** | **ROW CSJ:**       |
|  | **§** |  |
| **COUNTY OF** | **§** |  |

**WHEREAS,** the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203 and 224 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or toll project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or toll project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or toll project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and toll projects;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That,       of the County of      , State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of       Dollars ($      ) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas an easement for highway purposes of laying out, opening, constructing, operating, maintaining and reconstructing a highway facility or toll project highway facility thereon, together with necessary incidentals and appurtenances thereto, in, along, upon and across the tract or parcel of land in       County, Texas, more particularly described in Exhibit “A,” which is attached hereto and incorporated herein for any and all purposes.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit “A;” SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located upon the aforesaid property, to wit:       NONE .

Grantors covenant and agree to remove the above-described improvements from said land by the       day of      ,      , subject, however, to such extensions of time as may be granted by Grantee, its successor and assigns, in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the Grantee, its successors and assigns, forever.

It is hereby understood and by the acceptance of this instrument it is recognized that Grantors retain title to all of the oil, gas and sulphur and other mineral interests in and under said land, but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside of the property described in said Exhibit “A,” and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing herein shall affect the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

Grantors hereby acknowledge that their use of and access to the state highway facilities and/or toll project (hereafter called highway facility) to be constructed in conjunction with the highway facility of which the land included in the easement area and described above and hereby conveyed shall become a part, shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public’s use thereof; and Grantors further acknowledge that the design and operation of such highway facility requires that rights of ingress and egress and the right of direct access to and from Grantors’ remaining property (if any) to said Highway facility, shall hereafter be governed by the provisions set out in said Exhibit “A”, **SAVE AND EXCEPT** in the event access, or access points may be specifically allowed or permitted in said Exhibit “A”, such access shall be subject to such regulation as is determined by the Texas Department of Transportation to be necessary in the interest of public safety and in compliance with approved engineering principles and practices and subject to compliance with any applicable local municipal or county zoning, platting and/or permit requirements.

**TO HAVE AND TO HOLD** the easement herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said easement herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**IN WITNESS WHEREOF,** this instrument is executed on this the       day of      ,      .

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**Acknowledgment**

State of Texas

County of

This instrument was acknowledged before me on by . The acknowledging person personally appeared by:

[ ]  physically appearing before me.

[ ]  appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

 Notary Public's Signature

**Business Entity Acknowledgment**

State of Texas

County of

This instrument was acknowledged before me on by , of , a , on behalf of said business entity. The acknowledging person personally appeared by:

[ ]  physically appearing before me.

[ ]  appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

 Notary Public's Signature

**[ADDITIONAL WORDING FOR AN EXHIBIT “A”**

**WHERE WHOLE TAKE (NO REMAINDER) INVOLVED—INCLUDE THE FOLLOWING PARAGRAPH AS AN ADDITIONAL PAGE TO THE EXHIBIT “A” PROPERTY DESCRIPTION IMMEDIATELY AFTER THE LEGAL DESCRIPTION AND PLAT MAP]**

**EXHIBIT “A”**

**(ADDENDUM)**

The property described above relates to a “whole” property acquisition, so that there is no remainder or remaining property unencumbered with this right of way easement owned by the Grantors that was originally out of or a part of the property described above. Therefore, there are no access rights retained or remaining in Grantors, their successors and assigns, out of or relating to the property described above. All access rights associated with all of the above described property are owned and retained by the State, with the access denial line being co-existent with the Right of Way boundary line.

**[Note to Personnel: If this page is unnecessary, delete this page.]**