#### DONATION DEED

**Controlled Access Highway Facility - Partial Acquisition - LPA**

**TxDOT ROW CSJ:**

**TxDOT Parcel No.:**

**Grantor(s), whether one or more:**

**Grantor’s Mailing Address (including county):**

**Grantee (LPA):**

**Grantee's Mailing Address (including county):**

**Grantee’s Authority:**

 The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under Texas Transportation Code Chapters 203 and 224 to request that counties and municipalities acquire highway right of way that the Commission has determined is necessary or convenient to a state highway to be constructed, reconstructed, maintained, widened, straightened, or extended, including the acquisition of land and such other property rights deemed necessary for the purposes of facilitating the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Consideration:**

The sum of       and no/100 Dollars ($     ) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in       County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

[*OPTIONAL PARAGRAPH*, TO BE USED ONLY WHEN ACCESS RIGHTS ARE VALUED AND PURCHASED BECAUSE DIRECT ACCESS ON AND OFF THE PROPERTY, OR REMAINING PROPERTY, IS DEEMED TO BE MATERIALLY IMPAIRED (I.E., IF COMPENSATION IS BEING PAID FOR THE ACQUISITION OF ACCESS RIGHTS OR AS DAMAGES TO THE REMAINING LAND. *OTHERWISE, DELETE* THE FOLLOWING)]:

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantors' abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial.

**Reservations from and Exceptions to Conveyance and Warranty:**

 This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of       County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by       day of      , 20   , subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR,** for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

 **GRANTOR:**

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Acknowledgement

State of Texas

County of

This instrument was acknowledged before me on by .

 Notary Public's Signature

Corporate Acknowledgment

State of Texas

County of

This instrument was acknowledged before me on by , of , a , on behalf of said entity.

 Notary Public's Signature