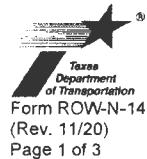


NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



## DEED

**TxDOT ROW CSJ:** 0816-04-109

**TxDOT Parcel ID.:** P00059527

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

W.G. Procter, County Judge of Collin County, Texas

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

700A Wilmeth RD  
McKinney, TX 75069  
Collin County

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**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 the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

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

Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701  
Travis County

**Consideration:**

The sum of **Two Hundred Sixty Eight Thousand Six Hundred Twelve and 00/100 Dollars (\$268,612.00)** 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 Collin County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

**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 Collin 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: None

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A, 20N/A, 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.

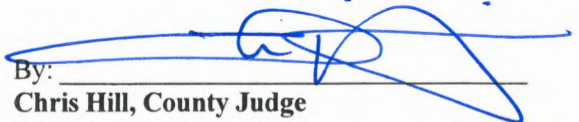
Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation 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 any way 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 claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

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

**GRANTOR: W.G. Procter, County Judge of Collin County, Texas and his successors in office.**

By:   
Chris Hill, County Judge  
Collin County, Texas

Printed Name: CHRIS HILL

Date: 27 FEB 2023

Acknowledgment

State of Texas  
County of Collin

This instrument was acknowledged before me on 2/27/23 by Chris Hill, County Judge of Collin County, Texas.

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

AFTER RECORDING, RETURN TO:  
O.R. Colan Associates, LLC  
2110-A Boca Raton Drive, Suite 103  
Austin, Texas 78747

