

## AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS	§	ROW CSJ #: 0342-01-101
	§	Parcel #: 1
COUNTY OF Hidalgo	§	Project limits: BUS 281W to IH 69C

THIS AGREEMENT is entered between the Contracting Parties, as defined below.

### I. Contracting Parties:

Donor: Hidalgo County

State: The Texas Department of Transportation (“State” or “TxDOT”)

### II. Background:

Texas Transportation Code §201.206 authorizes the State to accept, from any source, a donation of realty for the purpose of carrying out its functions and duties. Texas Government Code Chapter 575, requires the governing board of a state agency, not later than the 90th day after a donation valued at \$500 or more is accepted, to acknowledge the acceptance of the donation by majority vote at an open meeting and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final. To provide guidance on when a donation may be accepted by the State, the Texas Transportation Commission (Commission) has adopted rules relating to the State acceptance of donations, codified as 43 TAC §§1.500-1.506. Acceptance of a donation of \$500.00 or more must be acknowledged by the Commission not later than the 90<sup>th</sup> day after the date the Donation is accepted by the State.

The Donor is a property owner desiring to donate property described herein to the State for no benefit or gain to the Donor. The State wishes to accept the donation of property and the Donor must execute this donation agreement.

### III. Agreement:

The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibit “A”, attached hereto and incorporated herein for all purposes (the “Property”), to the State. The State certifies that its acceptance of the Property will further the State’s abilities to meet its responsibilities.

The value of the Property as determined by \_\_\_\_\_ is \$\_\_\_\_\_. The Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. (   k   ) Donor’s Initial

### IV. Representations and Warranties:

- The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Donation Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the State.
- The Donor acknowledges that it has been fully informed of Donor’s right to receive just compensation for the Property.
- Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to State.
- The Donor acknowledges that there is no official relationship between the Donor and the State.
- The Donor acknowledges that it will receive no benefit as a result of the donation of the Property.
- The Donor is not the subject of State regulation or oversight, or interested in or likely to become interested in any contract, purchase, payment, or claim with or against the State.

- G. The State determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the State in the performance of its duties.
- H. The Donor acknowledges that TxDOT's acceptance of the donation does not bind State to a course of action or promise of performance.
- I. The State neither approves nor is responsible for any representations made by the Donor for tax purposes.
- J. The Donor acknowledges that the State will act in reliance of and in consideration of the promises made by the Donor in this agreement.
- K. The Donor acknowledges that this agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

**V. Hold Harmless:**

The Donor shall save and hold harmless the State and its officers and employees from any and all claims and liability due to any intentional or negligent actions that are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also save harmless the State from any and all expense, including, but not limited to, attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

**VI. Warranty of Use:**

Donor represents and warrants to the State 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 State 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.

**VII. Relocation Assistance: (If applicable)**

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.

**VIII. Costs:**

- A. The State, without cost to the Donor, shall 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.
- B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by State. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to State; 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 State 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 request for review must be filed with the State within six months after you are notified of the State's determination on any claim for reimbursement.

**IX. Termination/Withdrawal:**

If Donor withdraws from this agreement, in writing, before it is executed by the State, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the State and the Donor under this agreement.

**X. Sole Agreement:**

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.

**XI. Notices:**

All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following addresses:

Donor:	State:
Attn: Hidalgo County Hon: Richard F. Cortez 100 North Closner Edinburg Texas 78539	Texas Department of Transportation Attn: Right of Way Division P.O. Box 5075 Austin, Texas 78763-5075

The notice shall be received by the addressee on the date delivered or deposited in the mail. Either party may change its address by sending written notice of the change to the other in the manner provided.

**XII. Exhibits:**

- A. Property Location Map or Survey
- B. Deed

The State and the Donor have executed duplicate counterparts of this agreement.

**THE STATE**

**THE DONOR**

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

The undersigned signatory warrants that he or she is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

**Texas Department of Transportation**

\_\_\_\_\_  
Director, TxDOT Right of Way Division

BY: Richard F. Cortez

Authorized Signature

Richard F. Cortez, County Judge  
Typed or Printed Name and Title

11/11/2022  
Date:

\_\_\_\_\_  
Date:

APPROVED BY  
COMMISSIONERS COURT  
ON: 12/14/21

Exhibit A

Location of Donations

Parcel 1 parts 1-4



PARENT TRACT PARCEL 1  
PARTS ①-④

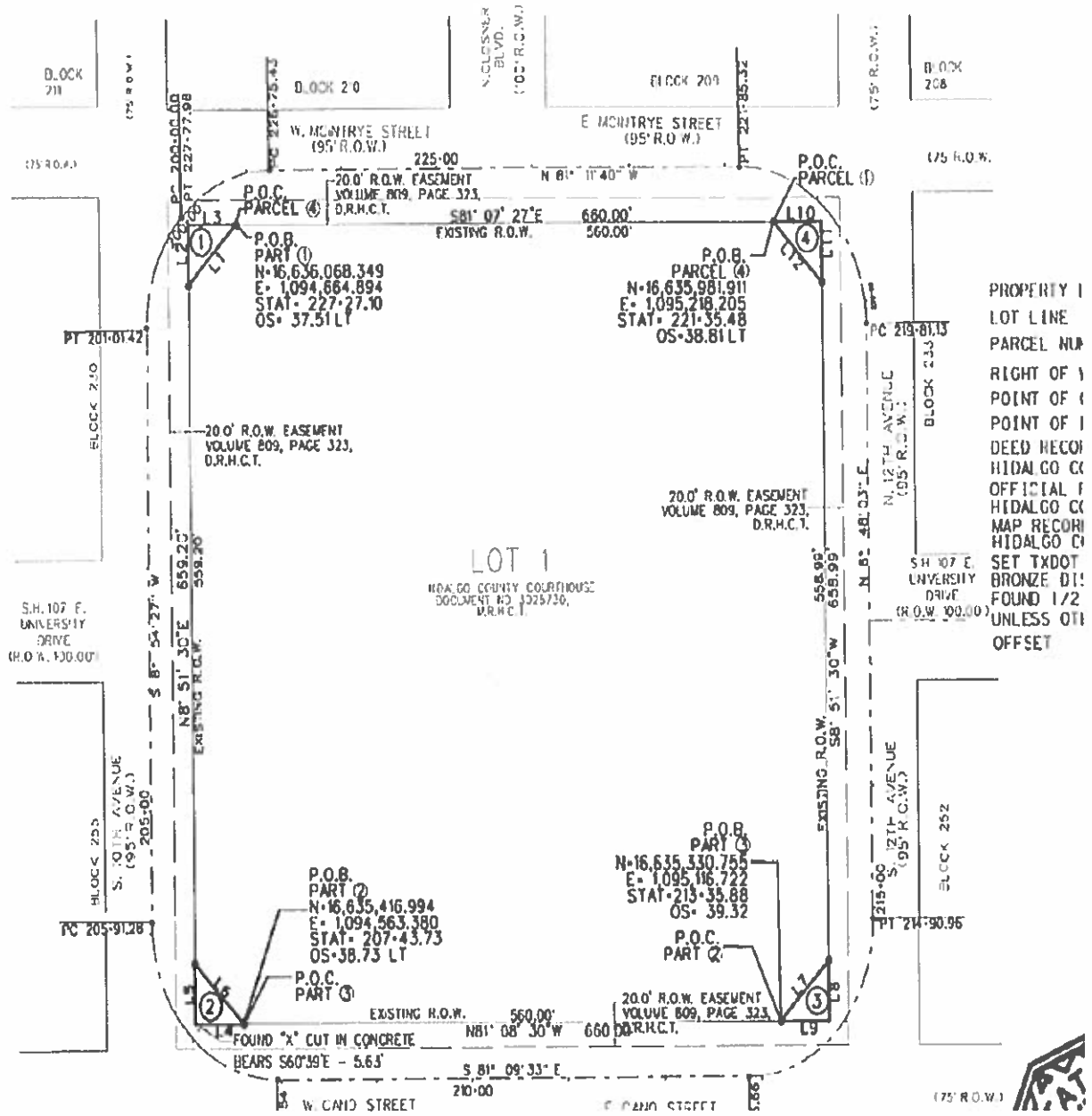


Exhibit B

Deed

**Notice of Confidentiality Rights:** If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



**DONATION DEED - LPA**

**TxDOT ROW CSJ:** 0342-01-101

**TxDOT Parcel No.:** 1 Parts 1 through 4

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

Hidalgo County, Texas, A political subdivision of the State of Texas

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

100 North Closner  
Edinburg, Texas 78539

**Grantee:**

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

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

125 E. 11<sup>th</sup> Street  
Austin, Texas 78701-2483  
Travis 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 Hidalgo 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 \_\_\_\_\_ 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:**

\_\_\_\_\_

---

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

Revised September 16, 2021  
Date July 28, 2021  
Parcel 1, part 1,2,3,4  
Page 1 of 8

County: Hidalgo  
RCSJ: 0342-01-101  
CCSJ: 0342-01-093  
HIGHWAY: SH107/BUS 281W  
LIMITS: Hidalgo County Courthouse

EXHIBIT: A  
FIELD NOTES FOR PARCEL 1- PART 1, 2, 3, AND 4

Part 1

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat, Lot 1, Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre parcel of land being more particularly described as follows:

Commencing at a set TxDOT right-of-way bronze disc in concrete at the northeast corner of said Lot 1, being the southwest intersection of W. McIntyre Street (95.00 foot wide right-of-way) and N. 12th Avenue (95 foot wide right-of-way) and being a clip corner of said Lot 1 of Hidalgo County Courthouse from said N. 12th Avenue:

Thence North  $81^{\circ}07'27''$  West, 560.00 feet along the south line of said E. and W. McIntyre Street, to a set TxDOT right-of-way bronze disc set in concrete for a corner, being a clip corner from N. 10th Avenue (95 foot wide right-of-way), at the northwest corner of said Lot 1, being the southeast intersection of W. McIntyre Street and N. 10<sup>th</sup> Avenue, (N=16,636,068.349, E=1,094,664.894) (SIA=227+27.10 OS=37.51 LT) being the POINT OF BEGINNING of this herein described tract of land;

1. Thence, South  $53^{\circ}52'02''$  West, 70.70 feet, over and across said Lot 1 and along said clip corner, to a set TxDOT right-of-way bronze disc in concrete, for a corner, on the east line of N. 10<sup>th</sup> Avenue;
2. Thence, North  $08^{\circ}51'30''$  East, 50.00 feet, along said east line of said North 10<sup>th</sup> Street, to a point, for a corner;
3. Thence, South  $81^{\circ}07'27''$  East, 50.00 feet, along said south line W. McIntyre Street, to the POINT OF BEGINNING, containing a computed area of 1,250 square feet or 0.029 of one acre.

Part 2

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat, Lot 1 Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre tract of land being more particularly described as follows:

Commencing at a set TxDOT right-of-way bronze disc in concrete, at the southeast corner of said Lot 1, being the northwest intersection of S. 12th Avenue (95 foot wide right-of-way) and E. Cano

Revised September 16, 2021  
Date July 28, 2021  
Parcel 1, part 1,2,3,4  
Page 2 of 8

Street (95.00 foot wide right-of-way) and being a clip corner of said Lot 1 of Hidalgo County Courthouse from said S. 12th Avenue;

**Thence** N81°08'30" W a distance of 560.00 feet, along the north line of said E. and W. Cano Street to a set TxDOT right-of-way bronze disc in concrete, being a clip corner from S. 10th Avenue, (95.0 foot right-of-way) and W. Cano Street (N=16,635,416.994, E=1,094,563.380) (STA= 207+43.73, OS=38.73 LT) being the **POINT OF BEGINNING** of this herein described tract of land;

1. **Thence**, North 81°08'30" West, 50.00 feet, along said north line of West Cano Street, to a point from which a found "X" cut in concrete bears South 60°19' East 5.63 feet;
2. **Thence**, North 08°51'30" East, 50.00 feet, along east line of South 10<sup>th</sup> Avenue, to a set TxDOT right-of-way bronze disc in concrete, at a clip corner from W. Cano Street;
3. **Thence**, South 36°08'30" East, 70.71 feet, over and across said Lot 1 and clip corner, to the **POINT OF BEGINNING**, containing a computed area of 1,250 square feet or 0.029 of one acre.

### Part 3

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat, Lot 1, Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre parcel of land being more particularly described as follows:

**Commencing** a set TxDOT right-of-way bronze disc in concrete, at the southeast corner of said Lot 1, being the northeast intersection of E. Cano (95.00 foot wide right-of-way) and S. 12<sup>th</sup> Avenue (95.00 foot right-of-way) and being a clip corner of said clip corner of Lot 1 of Hidalgo County Courthouse from said S. 12<sup>th</sup> Avenue:

**Thence**, South 08°08'30 East, 560.00 feet along the south line of said W. and E. Cano Street, to a set TxDOT right-of-way bronze disc in concrete, being a clip corner of from S. 12th Avenue (95.00 foot right-of-way) on the Northwest corner of South 12<sup>th</sup> Avenue 95.00 wide foot Right-of-Way and East McIntyre Street (95.00 foot wide right-of-way) (N=16,635,330.755, E=1,095,116.722) (STA=213+35.88 OS=39.32 LT.) being the **POINT OF BEGINNING** of this herein described tract of land;

1. **Thence**, North 53°51'30" East, 70.71 feet, along the over and across of said Lot 1 and along said clip corner to a set TxDot right-of-way bronze disc in concrete, for a corner, on the west line of S. 12<sup>th</sup> Avenue;
2. **Thence**, South 08°51'30' West, 50.00 feet, along said east line of said South 12<sup>th</sup> Avenue, to a point, for a corner;
3. **Thence**, North 81°08'30" West, 50.00 feet, along said E. Cano Street, to the **POINT OF BEGINNING**, containing a computed area of 1,250 square feet or 0.029 of one acre.

Revised September 16, 2021  
Date July 28, 2021  
Parcel 1, part 1,2,3,4  
Page 3 of 8

Part 4

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner delineated by plat, Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre parcel of land being more particularly described as follows:

**Commencing** at a set TxDOT right-of-way bronze disc in concrete, at the northwest corner of said Lot 1, being the southeast intersection of N. 10 Avenue (95.00 foot right-of-way) and W. McIntyre Street (95 foot right-of-way) being a clip corner of said Lot 1 of Hidalgo County Hidalgo County Courthouse from said N. 12<sup>th</sup> Avenue;


**Thence**, South  $81^{\circ}07'27''$  East 560.00 feet, along the south line of said E. and W. McIntyre Street, to a set TxDOT right-of-way bronze disc in concrete, being a clip corner from N. 12th Avenue on (95.00 wide foot right-of-way) and said E. McIntyre Street, (N=16,635,981.911, E=-1,095,218,705) (STA= 221+55.48 OS=38.811 T) being the **POINT OF BEGINNING** of this herein described tract of land;

1. **Thence**, South  $81^{\circ}07'27''$  East, 50.00 feet, north line of along said East McIntyre Street Right-of-Way, to a point, for a corner;
2. **Thence**, South  $08^{\circ}51'30''$  West, 50.00 feet, along said N. 12<sup>th</sup> Avenue road to a set TxDOT right-of-way bronze disc in concrete, for a corner clip;
3. **Thence**, North  $36^{\circ}07'59''$  West, 70.72 feet, over and across of said Lot 1 and said clip corner, to the **POINT OF BEGINNING**, containing a computed area of 1,250 square feet or 0.029 of one acre.

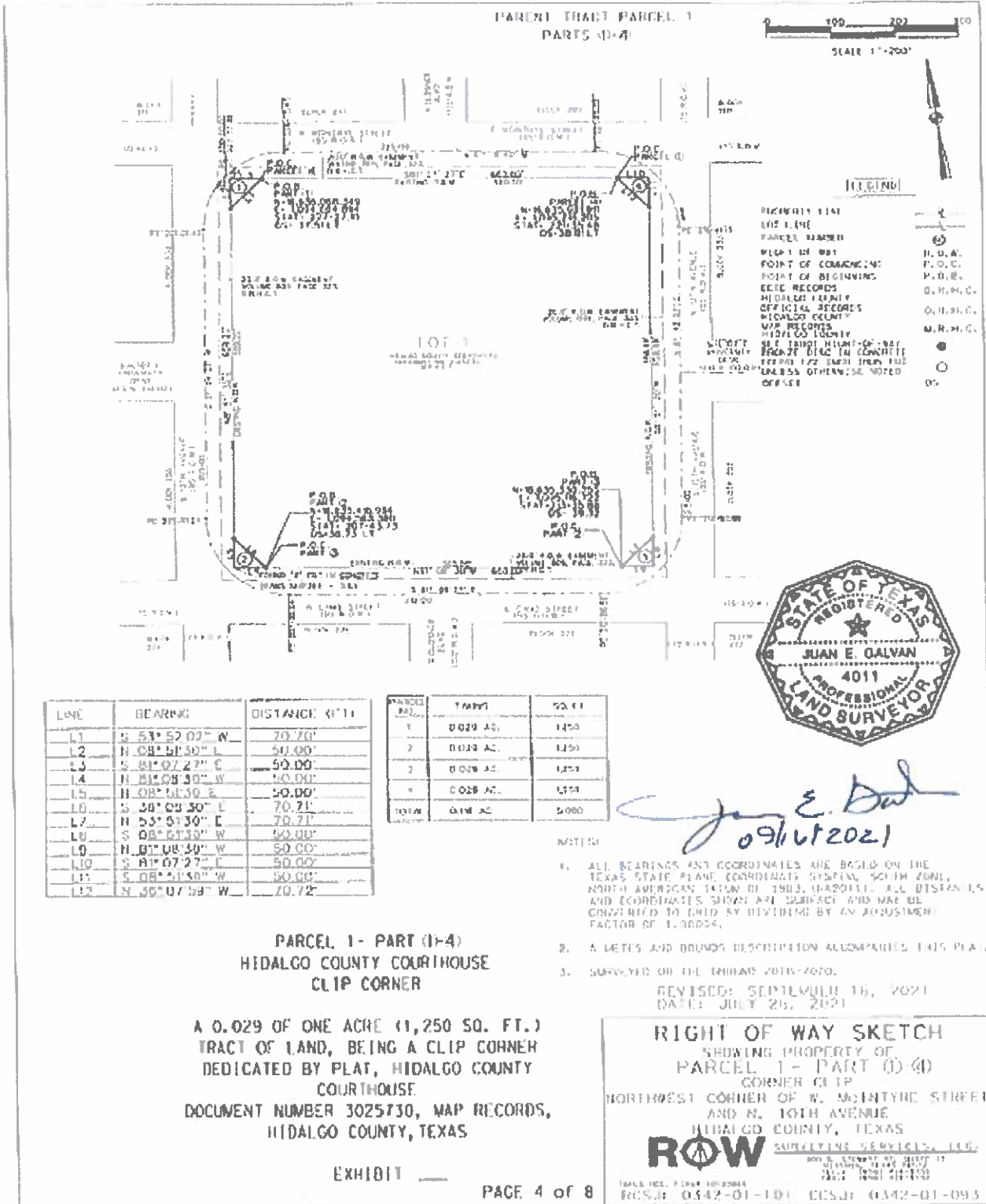
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat of even survey date herewith accompanies this description

I, Juan E. Galvan, a Registered Professional Land Surveyor, hereby certify that the legal description herein and the accompanying plat represent an actual survey made on the ground under my supervision.

  
Juan E. Galvan 09/16/2021  
Registered Professional Land Surveyor  
Texas Registration No. 4011





LINE	BEARING	DISTANCE (FT.)
L1	S 53° 52' 02" W	70.70'
L2	N 08° 51' 50" E	50.00'
L3	S 81° 07' 27" E	50.00'
L4	N 81° 08' 30" W	50.00'
L5	N 08° 51' 50" E	50.00'
L6	S 50° 03' 50" E	70.71'
L7	N 53° 51' 30" E	70.71'
L8	S 08° 51' 30" W	50.00'
L9	N 81° 08' 30" W	50.00'
L10	S 81° 07' 27" E	50.00'
L11	S 08° 51' 50" W	50.00'
L12	N 50° 07' 59" W	70.72'

PARCEL NO.	TYPED	SQ. FT.
1	0.029 AC.	1,250
2	0.029 AC.	1,250
3	0.029 AC.	1,250
4	0.029 AC.	1,250
TOTAL	0.116 AC.	5,000

*Juan E. Galvan*  
 09/16/2021

**PARCEL 1- PART (D-4)  
 HIDALGO COUNTY COURTHOUSE  
 CLIP CORNER**

**A 0.029 OF ONE ACRE (1,250 SQ. FT.)  
 TRACT OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE.  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS**

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83). ALL DISTANCES AND COORDINATES SHOWN ARE SUBJECT AND MAY BE CORRECTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
- A LINES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
- SURVEYED ON THE TRIBAL 2018-2020.

REVISED: SEPTEMBER 16, 2021  
 DATE: JULY 26, 2021

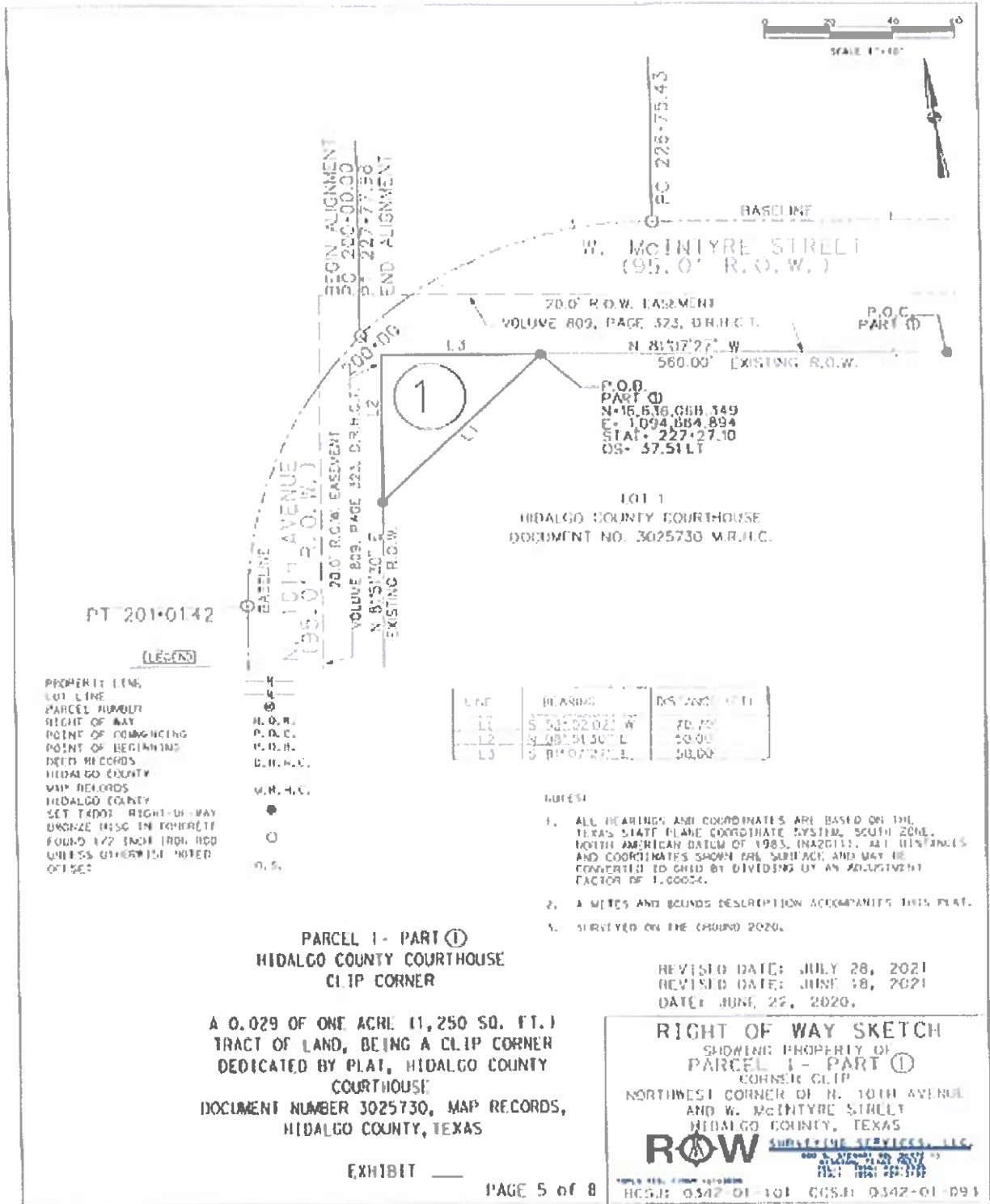
**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1- PART (D) (4)**  
 CORNER CLIP  
 NORTHWEST CORNER OF W. MCINTYRE STREET  
 AND N. 10TH AVENUE  
 HIDALGO COUNTY, TEXAS

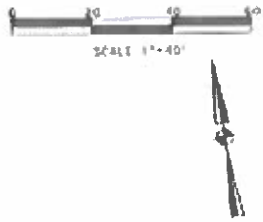
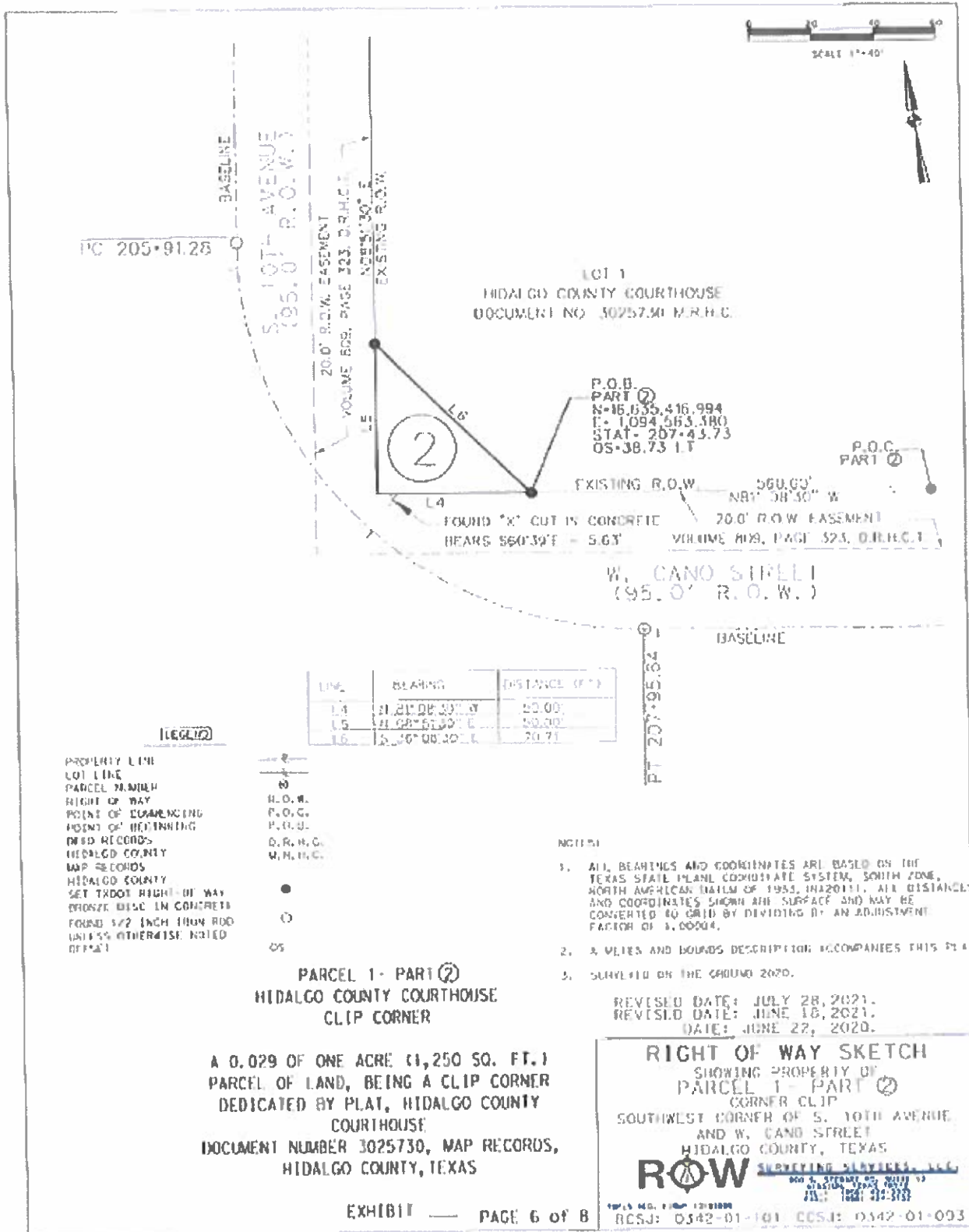
**ROW** SURVEYING SERVICES, L.P.  
 800 S. STREET 20, SUITE 11  
 MIDLAND, TEXAS 79701  
 TEL: 409-691-1100

SCALE: 1"=200'  
 LEGEND  
 PROPERTY LINE  
 LOT LINE  
 PARCEL NUMBER  
 WEAIR IN WAY  
 POINT OF COMMENCEMENT  
 POINT OF BEGINNING  
 EASE RECORDS  
 MIDDLE POINT  
 OFFICIAL RECORDS  
 MIDLOG COUNTY  
 MAP RECORDS  
 MIDLOG COUNTY  
 SEE TRACT NUMBER OF-NEE  
 RECORDS IN COURT  
 RECORDS IN COURT  
 UNLESS OTHERWISE NOTED  
 OR USE

STATE OF TEXAS  
 REGISTERED  
 JUAN E. GALVAN  
 4011  
 PROFESSIONAL  
 LAND SURVEYOR

SCALE: 1"=200'  
 LEGEND  
 PROPERTY LINE  
 LOT LINE  
 PARCEL NUMBER  
 WEAIR IN WAY  
 POINT OF COMMENCEMENT  
 POINT OF BEGINNING  
 EASE RECORDS  
 MIDDLE POINT  
 OFFICIAL RECORDS  
 MIDLOG COUNTY  
 MAP RECORDS  
 MIDLOG COUNTY  
 SEE TRACT NUMBER OF-NEE  
 RECORDS IN COURT  
 RECORDS IN COURT  
 UNLESS OTHERWISE NOTED  
 OR USE





LINE	BEARING	DISTANCE (FT)
L4	N 21° 21' 00\"/>	

**LEGEND**

PROPERTY LINE  
 LOT LINE  
 PARCEL NUMBER  
 RIGHT OF WAY  
 POINT OF COMMENCING  
 POINT OF BEGINNING  
 DEED RECORDS  
 HIDALGO COUNTY  
 MAP RECORDS  
 HIDALGO COUNTY  
 SET TRADITIONAL RIGHT OF WAY  
 BRONZE DISC IN CONCRETE  
 FOUND 1/2 INCH FROM ROD  
 UNLESS OTHERWISE NOTED  
 OFFICIAL

H.O.W.  
 P.O.C.  
 P.O.B.  
 D.R.H.C.  
 M.N.H.C.  
 20'  
 20'  
 20'

- NOTES
1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANNED COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, NAD2011. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
  2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
  3. SURVEYED ON THE GROUND 2020.

**PARCEL 1 - PART ②**  
**HIDALGO COUNTY COURTHOUSE**  
**CLIP CORNER**

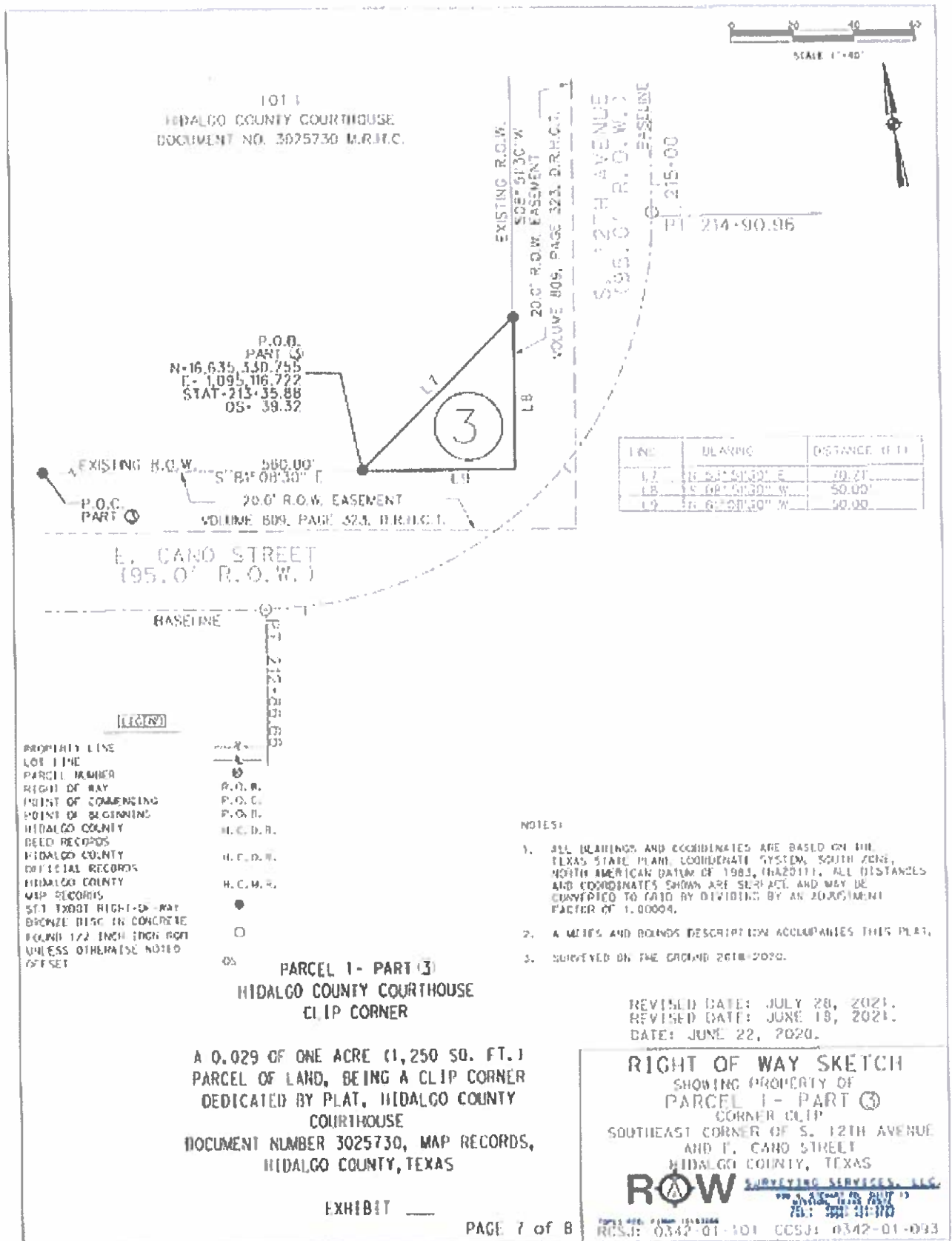
A 0.029 OF ONE ACRE (1,250 SQ. FT.)  
 PARCEL OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS

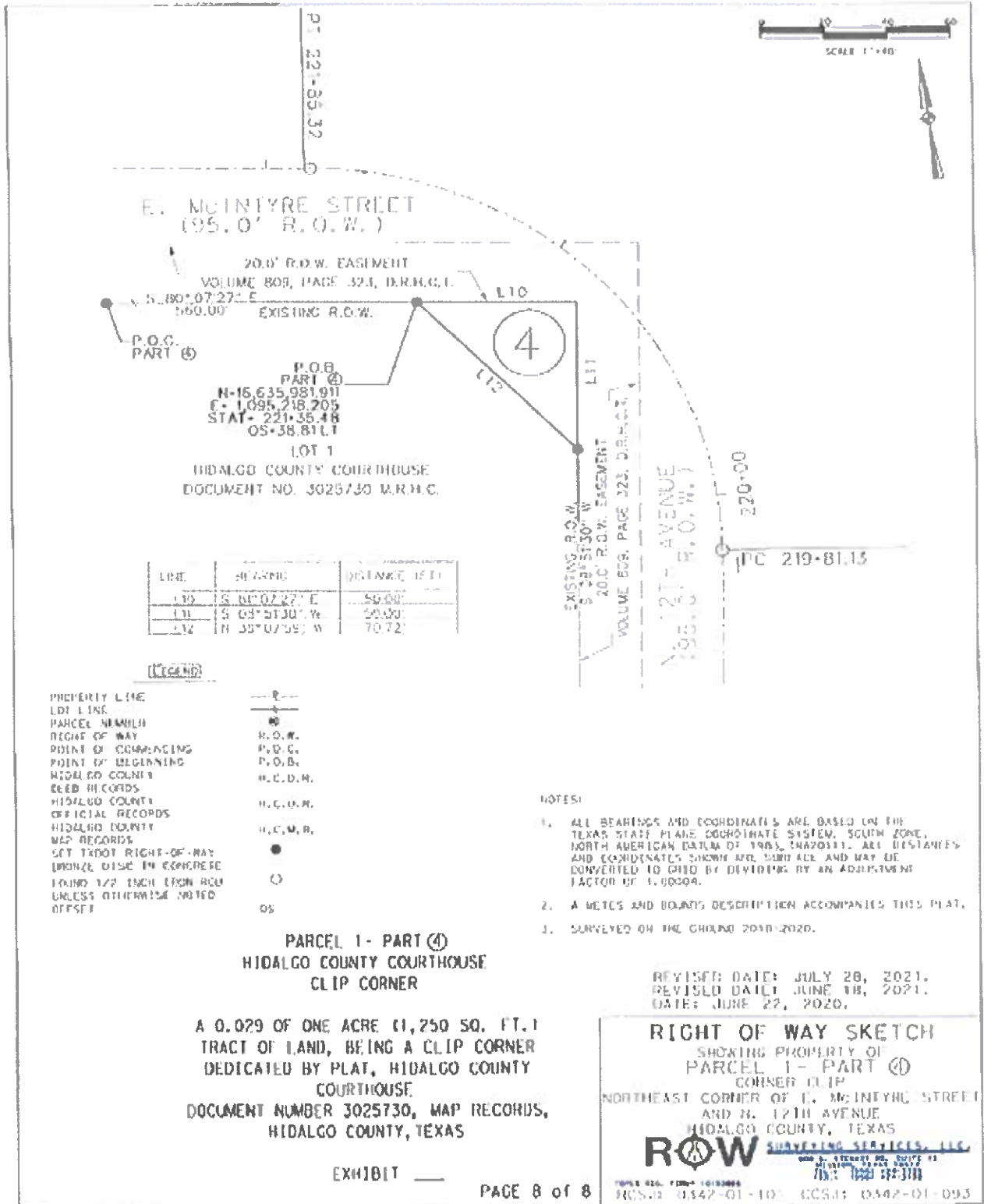
REVISED DATE: JULY 28, 2021.  
 REVISED DATE: JUNE 16, 2021.  
 DATE: JUNE 22, 2020.

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1 - PART ②**  
 CORNER CLIP  
 SOUTHWEST CORNER OF S. 10TH AVENUE  
 AND W. CANO STREET  
 HIDALGO COUNTY, TEXAS

**ROW SURVEYING SERVICES, LLC**  
 500 S. STEWART ST. SUITE 113  
 AUSTIN, TEXAS 78701  
 TEL: 1-817-419-3133

PLAT NO. 100-120188  
 BCSJ: 0342-01-101 ECSI: 0342-01-093





**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



Texas  
Department  
of Transportation  
Form ROW-N-25  
(Rev. 10/13)  
Page 1 of 13

## **DONATION DEED - LPA**

**TxDOT ROW CSJ:** 0342-01-101

**TxDOT Parcel No.:** 1 Parts 1 through 4

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

Hidalgo County, Texas, A political subdivision of the State of Texas

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

100 North Closner  
Edinburg, Texas 78539

**Grantee:**

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

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

125 E. 11<sup>th</sup> Street  
Austin, Texas 78701-2483  
Travis 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 \$0.00 and no/100 Dollars (\$0.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

\*N25\*

**Property:**

All of that certain tract or parcel of land in Hidalgo 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 Hidalgo 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 NA day of NA, 20NA, 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.

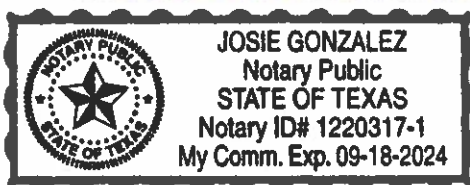
**GRANTOR:**

Richard F. Cortez  
Richard F. Cortez  
County Judge

Acknowledgement

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on January 11, 2022  
by Richard F. Cortez.



Josie Gonzalez  
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

Revised September 16, 2021  
Date July 28, 2021  
Parcel 1, part 1,2,3,4  
Page 1 of 8

County: Hidalgo  
RCSJ: 0342-01-101  
CCSJ: 0342-01-093  
HIGHWAY: SH107/BUS 281W  
LIMITS: Hidalgo County Courthouse

EXHIBIT: A  
FIELD NOTES FOR PARCEL 1- PART 1, 2, 3, AND 4

Part 1

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat, Lot 1, Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre parcel of land being more particularly described as follows:

Commencing at a set TxDOT right-of-way bronze disc in concrete at the northeast corner of said Lot 1, being the southwest intersection of W. McIntyre Street (95.00 foot wide right-of-way) and N. 12th Avenue (95 foot wide right-of-way) and being a clip corner of said Lot 1 of Hidalgo County Courthouse from said N. 12th Avenue:

Thence North  $81^{\circ}07'27''$  West, 560.00 feet along the south line of said E. and W. McIntyre Street, to a set TxDOT right-of-way bronze disc set in concrete for a corner, being a clip corner from N. 10th Avenue (95 foot wide right-of-way), at the northwest corner of said Lot 1, being the southeast intersection of W. McIntyre Street and N. 10<sup>th</sup> Avenue, (N=16,636,068.349, E=1,094,664.894) (S<sub>TA</sub>=227+27.10 OS=37.51 LT) being the POINT OF BEGINNING of this herein described tract of land;

1. Thence, South  $53^{\circ}52'02''$  West, 70.70 feet, over and across said Lot 1 and along said clip corner, to a set TxDOT right-of-way bronze disc in concrete, for a corner, on the east line of N. 10<sup>th</sup> Avenue;
2. Thence, North  $08^{\circ}51'30''$  East, 50.00 feet, along said east line of said North 10<sup>th</sup> Street, to a point, for a corner;
3. Thence, South  $81^{\circ}07'27''$  East, 50.00 feet, along said south line W. McIntyre Street, to the POINT OF BEGINNING, containing a computed area of 1,250 square feet or 0.029 of one acre.

Part 2

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat, Lot 1 Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre tract of land being more particularly described as follows:

Commencing at a set TxDOT right-of-way bronze disc in concrete, at the southeast corner of said Lot 1, being the northwest intersection of S. 12th Avenue (95 foot wide right-of-way) and E. Caro

Revised September 16, 2021  
Date July 28, 2021  
Parcel 1, part 1,2,3,4  
Page 2 of 8

Street (95.00 foot wide right-of-way) and being a clip corner of said Lot 1 of Hidalgo County Courthouse from said S. 12th Avenue;

**Thence** N81°08'30" W a distance of 560.00 feet, along the north line of said E. and W. Cano Street to a set TxDOT right-of-way bronze disc in concrete, being a clip corner from S. 10th Avenue, (95.0 foot right-of-way) and W. Cano Street (N=16,635,416.994, E=-1,094,563.380) (STA= 207+43.73, OS=38.73 LT) being the **POINT OF BEGINNING** of this herein described tract of land;

1. **Thence**, North 81°08'30" West, 50.00 feet, along said north line of West Cano Street, to a point from which a found "X" cut in concrete bears South 60°39' East 5.63 feet;
2. **Thence**, North 08°51'30" East, 50.00 feet, along east line of South 10<sup>th</sup> Avenue, to a set TxDOT right-of-way bronze disc in concrete, at a clip corner from W. Cano Street;
3. **Thence**, South 36°08'30" East, 70.71 feet, over and across said Lot 1 and clip corner, to the **POINT OF BEGINNING**, containing a computed area of 1,250 square feet or 0.029 of one acre.

Part 3

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat, Lot 1, Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre parcel of land being more particularly described as follows:

**Commencing** a set TxDOT right-of-way bronze disc in concrete, at the southeast corner of said Lot 1, being the northeast intersection of E. Cano (95.00 foot wide right-of-way) and S. 12<sup>th</sup> Avenue (95.00 foot right-of-way) and being a clip corner of said clip corner of Lot 1 of Hidalgo County Courthouse from said S. 12<sup>th</sup> Avenue:

**Thence**, South 08°08'30 East, 560.00 feet along the south line of said W. and E. Cano Street, to a set TxDOT right-of-way bronze disc in concrete, being a clip corner of from S. 12th Avenue (95.00 foot right-of-way) on the Northwest corner of South 12<sup>th</sup> Avenue 95.00 wide foot Right-of-Way and East McIntyre Street (95.00 foot wide right-of-way) (N=16,635,330.755, E=-1,095,116.722) (STA=213+35.88 OS=39.32 LT.) being the **POINT OF BEGINNING** of this herein described tract of land;

1. **Thence**, North 53°51'30" East, 70.71 feet, along the over and across of said Lot 1 and along said clip corner to a set TxDot right-of-way bronze disc in concrete, for a corner, on the west line of S. 12<sup>th</sup> Avenue;
2. **Thence**, South 08°51'30" West, 50.00 feet, along said east line of said South 12<sup>th</sup> Avenue, to a point, for a corner;
3. **Thence**, North 81°08'30" West, 50.00 feet, along said E. Cano Street, to the **POINT OF BEGINNING**, containing a computed area of 1,250 square feet or 0.029 of one acre.

Revised September 16, 2021  
Date July 28, 2021  
Parcel 1, part 1,2,3,4  
Page 3 of 8

Part 4

Being a 1,250 square feet or 0.029 of one acre tract of land, situated in the road Right-of-Way, being the clip corner dedicated by plat. Hidalgo County Courthouse recorded in Document Number 3025730, of the Map Records, Hidalgo County, Texas, said 1,250 square feet or 0.029 of one acre parcel of land being more particularly described as follows:

**Commencing** at a set TxDOT right-of-way bronze disc in concrete, at the northwest corner of said Lot 1, being the southeast intersection of N. 10 Avenue (95.00 foot right-of-way) and W. McIntyre Street (95 foot right-of-way) being a clip corner of said Lot 1 of Hidalgo County Hidalgo County Courthouse from said N. 12<sup>th</sup> Avenue:


**Thence**, South  $81^{\circ}07'27''$  East 560.00 feet, along the south line of said E. and W. McIntyre Street, to a set TxDOT right-of-way bronze disc in concrete, being a clip corner from N. 12<sup>th</sup> Avenue on (95.00 wide foot right-of-way) and said E. McIntyre Street, (N=16,635,981.911, E=1,095,218.205) (STA= 221+35.48 OS=38.8111) being the **POINT OF BEGINNING** of this herein described tract of land:

1. **Thence**, South  $81^{\circ}07'27''$  East, 50.00 feet, north line of along said East McIntyre Street Right-of-Way, to a point, for a corner;
2. **Thence**, South  $08^{\circ}51'30''$  West, 50.00 feet, along said N. 12<sup>th</sup> Avenue road to a set TxDOT right-of-way bronze disc in concrete, for a corner clip;
3. **Thence**, North  $36^{\circ}07'59''$  West, 70.72 feet, over and across of said Lot 1 and said clip corner, to the **POINT OF BEGINNING**, containing a computed area of 1,250 square feet or 0.029 of one acre.

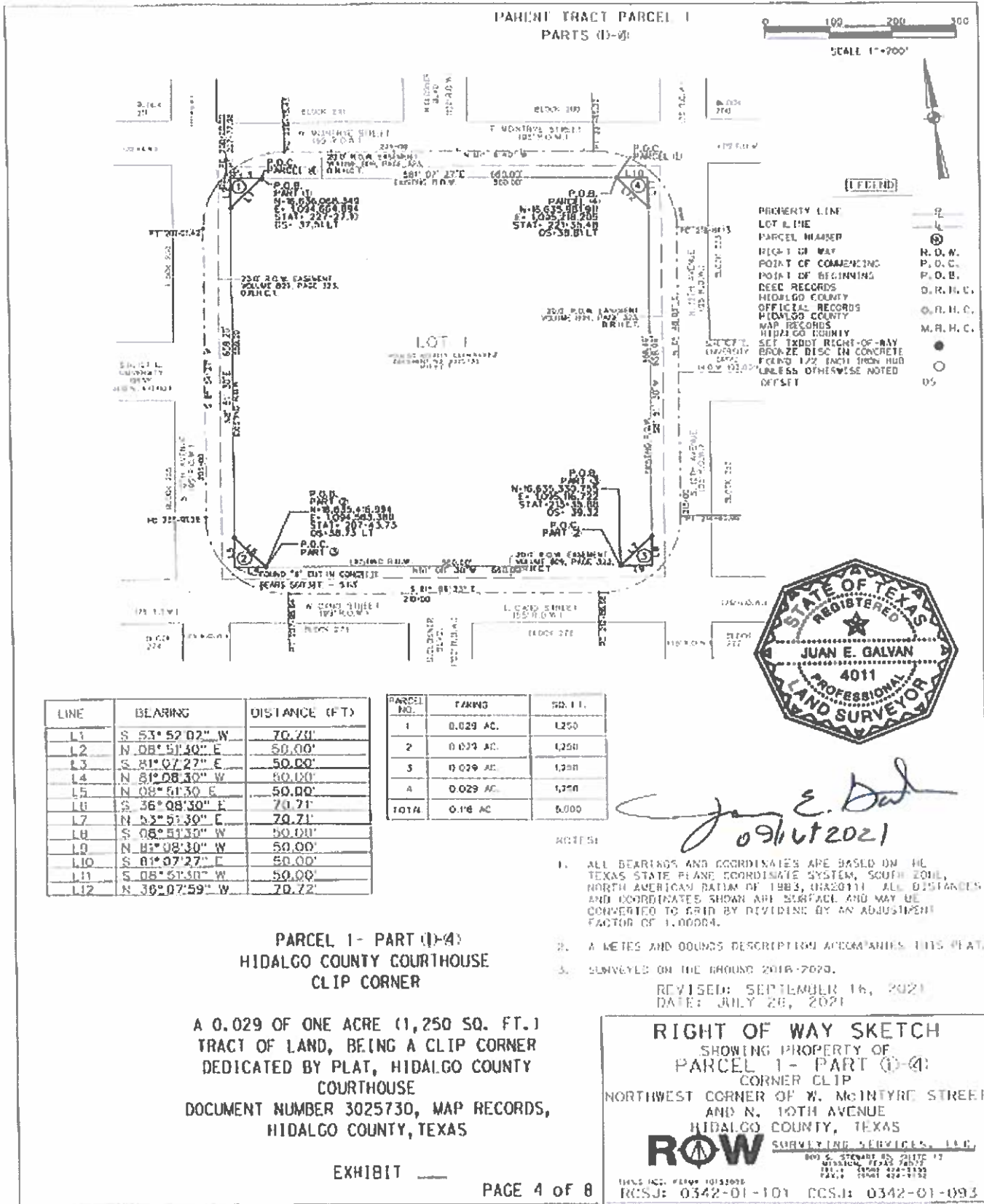
Bearings based on the Texas Coordinate System, South Zone, NAD83 (NA2011), adjusted to surface using a grid to surface adjustment factor of 1.00004.

A plat of even survey date herewith accompanies this description.

I, Juan E. Galvan, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

  
Juan E. Galvan 09/16/2021  
Registered Professional Land Surveyor  
Texas Registration No. 4011





LINE	BEARING	DISTANCE (FT)
L1	S 53° 52' 02" W	70.70'
L2	N 08° 51' 40" E	50.00'
L3	S 81° 07' 27" E	50.00'
L4	N 81° 08' 30" W	50.00'
L5	N 08° 51' 30" E	50.00'
L6	S 36° 08' 30" E	70.71'
L7	N 52° 51' 30" E	70.71'
L8	S 08° 51' 30" W	50.00'
L9	N 81° 08' 30" W	50.00'
L10	S 01° 07' 27" E	50.00'
L11	S 08° 51' 30" W	50.00'
L12	N 36° 07' 59" W	70.72'

PARCEL NO.	TAKING	SQ. FT.
1	0.029 AC.	1,250
2	0.029 AC.	1,250
3	0.029 AC.	1,250
4	0.029 AC.	1,250
TOTAL	0.116 AC	5,000



*Juan E. Galvan*  
 09/16/2021

- NOTES:
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, (NAD83). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
  - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
  - SURVEYS ON THE GROUND 2018-2020.

REVISED: SEPTEMBER 16, 2021  
 DATE: JULY 26, 2021

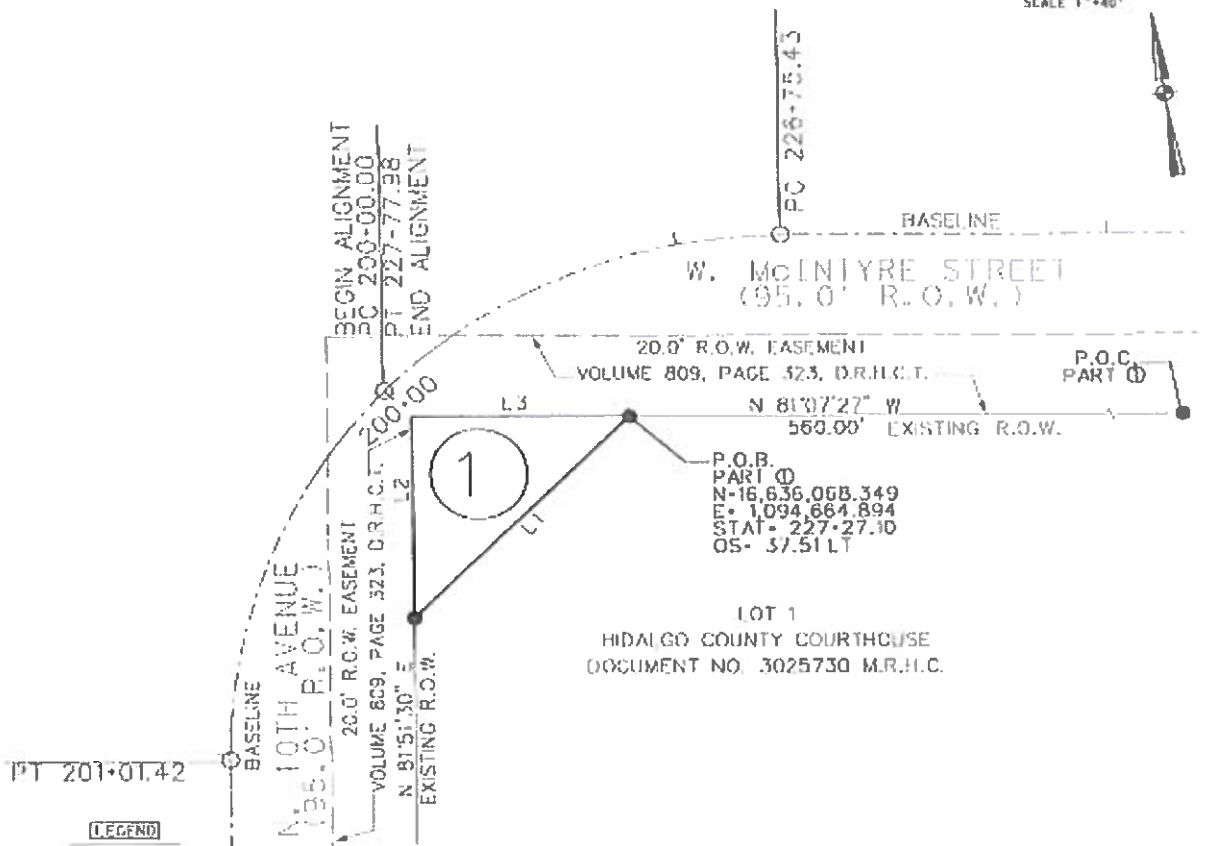
**PARCEL 1- PART (D)-4**  
**HIDALGO COUNTY COURTHOUSE**  
**CLIP CORNER**

A 0.029 OF ONE ACRE (1,250 SQ. FT.)  
 TRACT OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1- PART (D)-4**  
 CORNER CLIP  
 NORTHWEST CORNER OF W. McINTYRE STREET  
 AND N. 10TH AVENUE  
 HIDALGO COUNTY, TEXAS

**ROW** SURVEYING SERVICES, L.P.C.  
 800 S. STEWART ST. SUITE 117  
 MISSION, TEXAS 78149  
 TEL: 361 424-1132  
 FAX: 361 424-1132

THIS IS A COPY OF THE ORIGINAL SURVEY RECORD.  
 THIS IS A COPY OF THE ORIGINAL SURVEY RECORD.  
 THIS IS A COPY OF THE ORIGINAL SURVEY RECORD.



**LEGEND**

- PROPERTY LINE
- LOT LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- DEED RECORDS
- HIDALGO COUNTY
- MAP RECORDS
- HIDALGO COUNTY
- SET TYPED HIGH-OF-WAY
- BRONZE DISC IN CONCRETE
- FOUND 1/2" INCH IRON ROD
- UNLESS OTHERWISE NOTED
- OFFSET

LINE	BEARING	DISTANCE (FT.)
L1	S 53° 52' 00" W	70.20'
L2	N 08° 51' 30" E	50.30'
L3	S 81° 07' 27" E	560.00'

**NOTES:**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, (NAD83). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
3. SURVEYED ON THE GROUND 2020.

**PARCEL 1- PART ①**  
**HIDALGO COUNTY COURTHOUSE**  
**CLIP CORNER**

A 0.029 OF ONE ACRE (1,250 SQ. FT.)  
 TRACT OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS

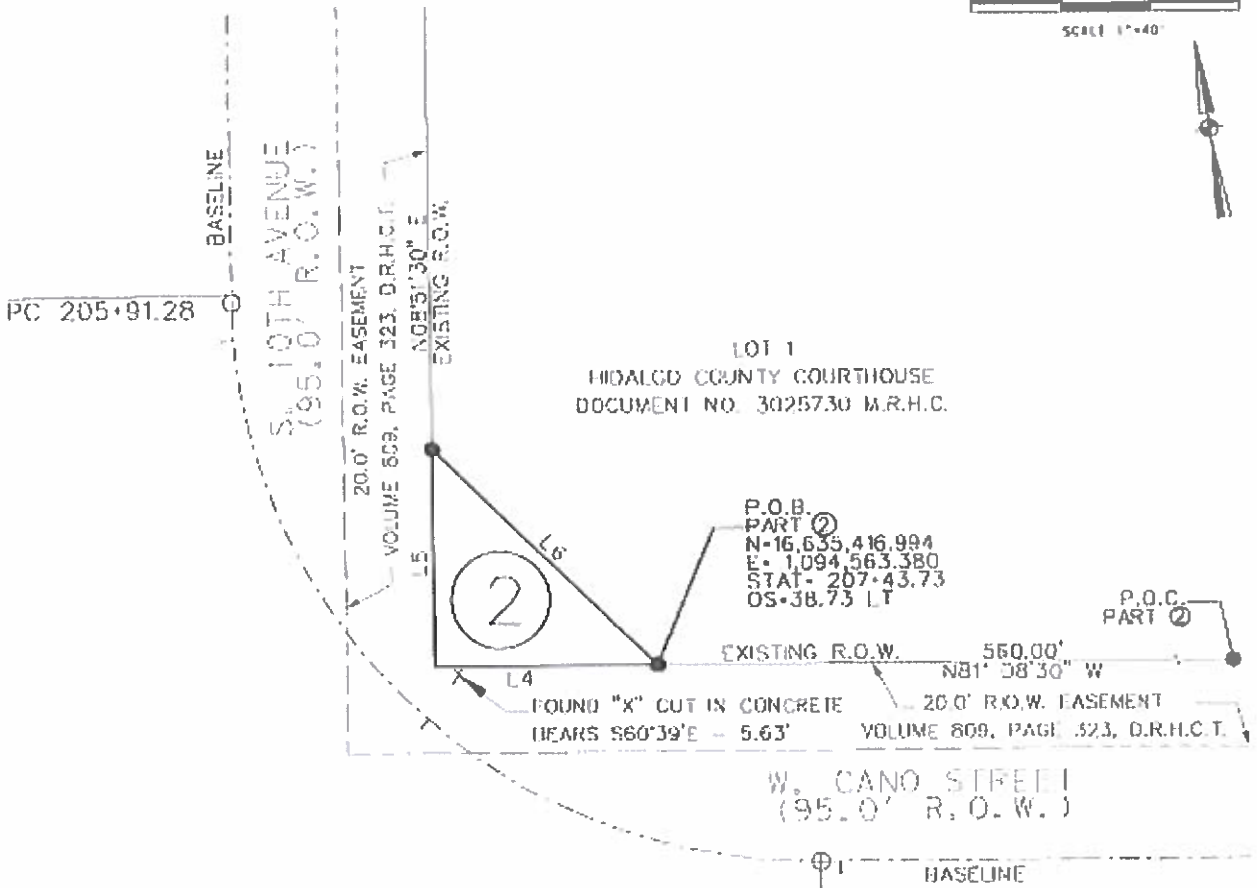
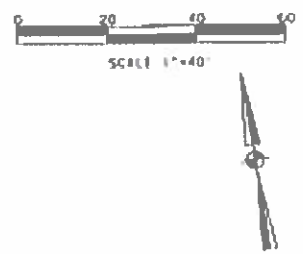
REVISED DATE: JULY 28, 2021  
 REVISED DATE: JUNE 18, 2021  
 DATE: JUNE 22, 2020.

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1- PART ①**  
 CORNER CLIP

NORTHWEST CORNER OF N. 10TH AVENUE  
 AND W. MCINTYRE STREET  
 HIDALGO COUNTY, TEXAS

**ROW SURVEYING SERVICES, L.L.C.**  
 500 S. STEWART RD. SUITE 11  
 BEAUFORT, TEXAS 78728  
 TEL: 817-220-1222  
 FAX: 817-220-1222

TOPIC REG. # 1008 10103856  
 RCSJ: 0342-01-101 CCSJ: 0342-01-093



LINE	BEARING	DISTANCE (FEET)
L4	N 81° 08' 30" W	50.00'
L5	N 00° 51' 30" E	50.00'
L6	S 36° 08' 30" E	78.71'

- LEGEND**
- PROPERTY LINE
  - LOT LINE
  - PARCEL NUMBER
  - RIGHT OF WAY
  - POINT OF BEGINNING
  - POINT OF BEGINNING
  - DEED RECORDS
  - HIDALGO COUNTY
  - MAP RECORDS
  - HIDALGO COUNTY
  - SET TROOT RIGHT OF-WAY
  - BROWN DISC IN CONCRETE
  - FOUND 1/2 INCH IRON ROD
  - UNLESS OTHERWISE NOTED
  - OFFSET

- NOTES:**
- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, (NAD2011). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
  - A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAN.
  - SURVEYED ON THE GROUND 2020.

**PARCEL 1- PART 2**  
**HIDALGO COUNTY COURTHOUSE**  
**CLIP CORNER**

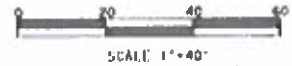
A 0.029 OF ONE ACRE (11,250 SQ. FT.)  
 PARCEL OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS

REVISED DATE: JULY 28, 2021.  
 REVISED DATE: JUNE 18, 2021.  
 DATE: JUNE 22, 2020.

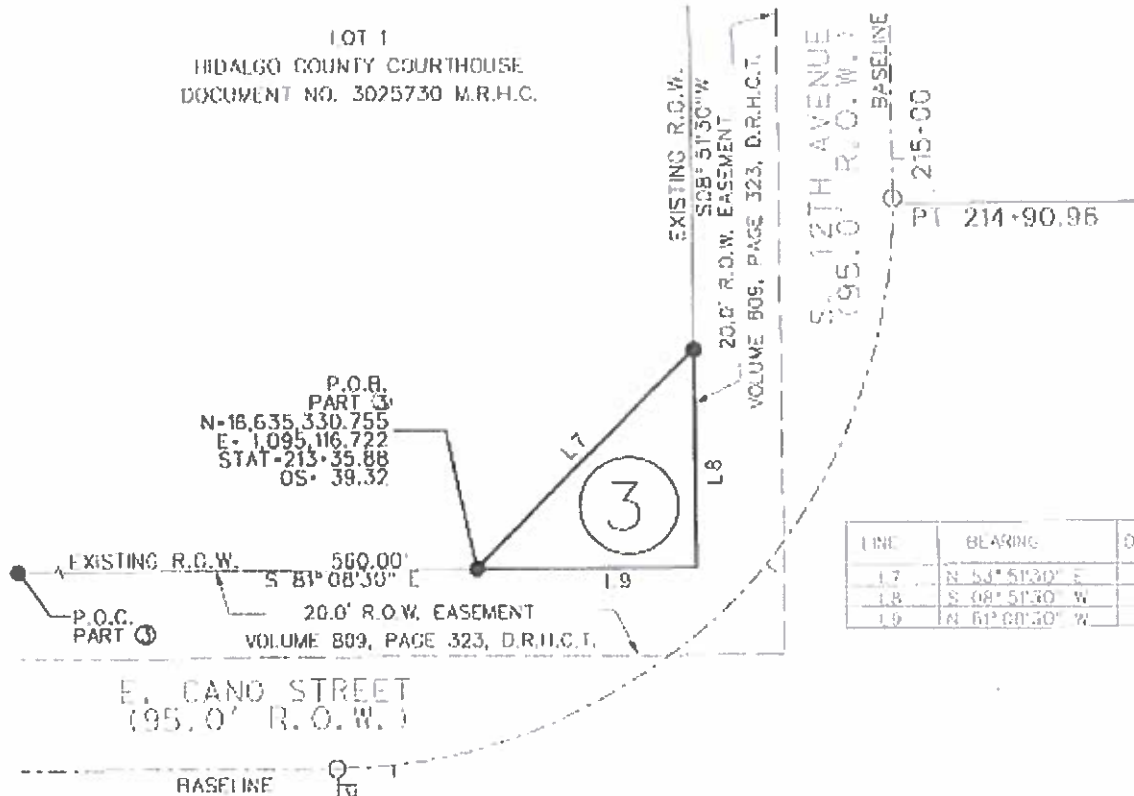
**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1- PART 2**  
 CORNER CLIP  
 SOUTHWEST CORNER OF S. 10TH AVENUE  
 AND W. CANO STREET  
 HIDALGO COUNTY, TEXAS

**ROW SURVEYING SERVICES, LLC.**  
 800 S. STEWART ST. SUITE 113  
 MISSION, TEXAS 79701  
 TEL: 821-334-3111

TXSLS REG. #1067 10102888  
 RGSJ: 0342-01-101 CCSJ: 0342-01-093



LOT 1  
 HIDALGO COUNTY COURTHOUSE  
 DOCUMENT NO. 3025730 M.R.H.C.



LINE	BEARING	DISTANCE (FT.)
L7	N 54° 51' 30\"	70.71'
L8	S 08° 51' 30\"	50.90'
L9	N 61° 00' 30\"	50.00'

E. CANO STREET  
 (95.0' R.O.W.)

BASELINE  
 PT 212-86.65

**LEGEND**

- PROPERTY LINE
- LOT LINE
- PARCEL NUMBER
- RIGHT OF WAY
- POINT OF COMMENCING
- POINT OF BEGINNING
- HIDALGO COUNTY DEED RECORDS
- HIDALGO COUNTY OFFICIAL RECORDS
- HIDALGO COUNTY MAP RECORDS
- SET EXDOT RIGHT-OF-WAY
- BRONZE DISC IN CONCRETE
- FOUND 1/2 INCH IRON ROD
- UNLESS OTHERWISE NOTED
- OFFSET

**NOTES:**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, INAZ0111. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
3. SURVEYED ON THE GROUND 2018-2020.

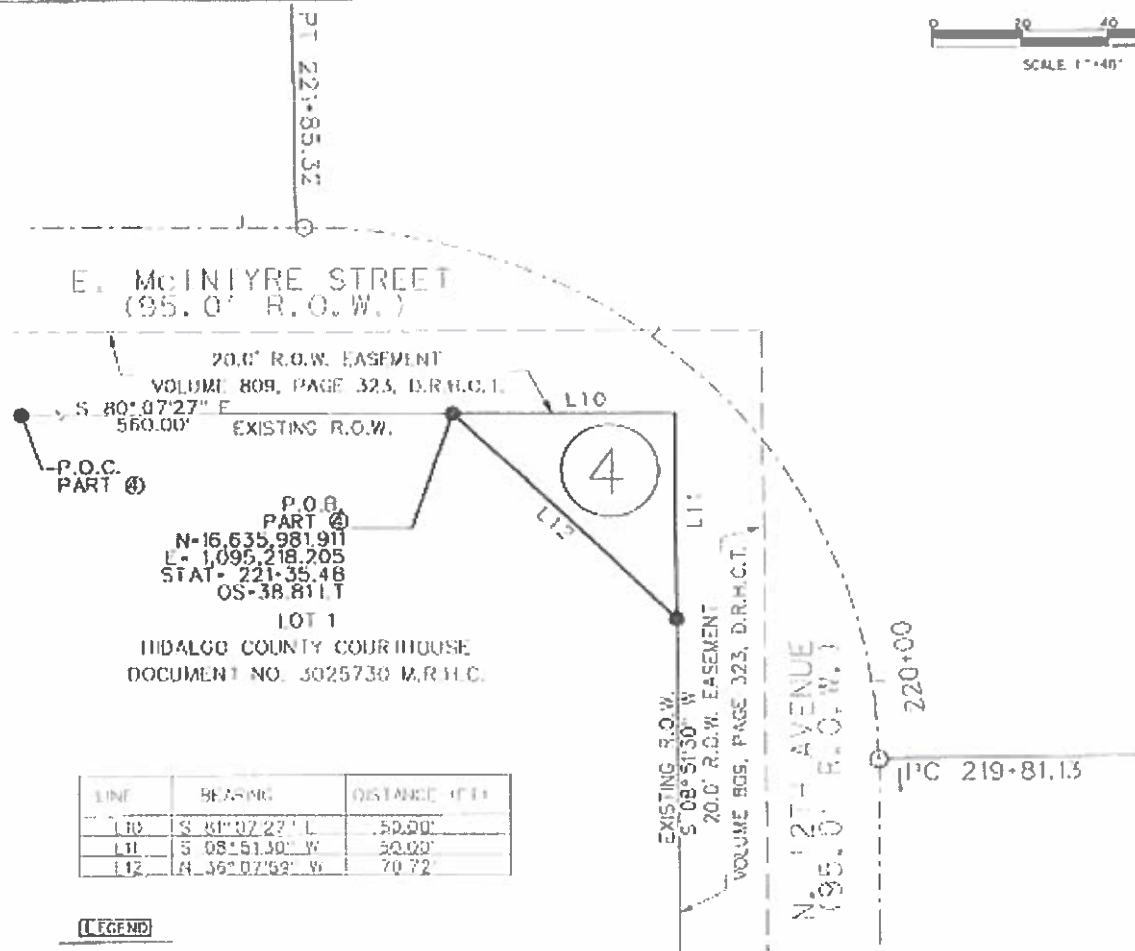
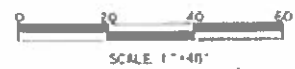
**PARCEL 1- PART 3**  
**HIDALGO COUNTY COURTHOUSE**  
**CLIP CORNER**  
 A 0.029 OF ONE ACRE (1,250 SQ. FT.)  
 PARCEL OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS

REVISED DATE: JULY 28, 2021.  
 REVISED DATE: JUNE 18, 2021.  
 DATE: JUNE 22, 2020.

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1- PART 3**  
 CORNER CLIP  
 SOUTHEAST CORNER OF S. 12TH AVENUE  
 AND E. CANO STREET  
 HIDALGO COUNTY, TEXAS

**ROW SURVEYING SERVICES, LLC.**  
 600 S. STEWART RD., SUITE 113  
 AUSTIN, TEXAS 78745  
 TEL: 1989 484-3325  
 FAX: 1989 484-3325

EXHIBIT \_\_\_\_\_



**LEGEND**

- PROPERTY LINE ———
- LOT LINE ———
- PARCEL NUMBER ④
- RIGHT OF WAY ———
- POINT OF COMMENCING P.O.C. ○
- POINT OF BEGINNING P.O.B. ●
- HIDALGO COUNTY RECORDS H.C.D.R. ○
- HIDALGO COUNTY OFFICIAL RECORDS H.C.O.R. ○
- HIDALGO COUNTY MAP RECORDS H.M.R. ○
- SET TYPED RIGHT-OF-WAY BRONZE DISC IN CONCRETE ●
- FOUND 1/2 INCH IRON ROD UNLESS OTHERWISE NOTED ○
- OFFSET ———

**NOTES:**

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, (NAD2011). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY AN ADJUSTMENT FACTOR OF 1.00004.
2. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT.
3. SURVEYED ON THE GROUND 2018-2020.

**PARCEL 1 - PART ④**  
**HIDALGO COUNTY COURTHOUSE**  
**CLIP CORNER**

A 0.029 OF ONE ACRE (1,250 SQ. FT.)  
 TRACT OF LAND, BEING A CLIP CORNER  
 DEDICATED BY PLAT, HIDALGO COUNTY  
 COURTHOUSE  
 DOCUMENT NUMBER 3025730, MAP RECORDS,  
 HIDALGO COUNTY, TEXAS

REVISED DATE: JULY 28, 2021.  
 REVISED DATE: JUNE 18, 2021.  
 DATE: JUNE 22, 2020.

**RIGHT OF WAY SKETCH**  
 SHOWING PROPERTY OF  
**PARCEL 1 - PART ④**  
 CORNER CLIP  
 NORTHEAST CORNER OF E. McINTYRE STREET  
 AND N. 12TH AVENUE  
 HIDALGO COUNTY, TEXAS

**ROW SURVEYING SERVICES, LLC.**  
 800 S. STEWART RD. SUITE 13  
 AUSTIN, TEXAS 78748  
 PH: 1800 434-5733

TOPS REG. FIRM # 18165886  
 PCS# 0342-01-10 CCSJ: 0342-01-093



**MEMORANDUM OF VALUE DETERMINATION**  
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 100 N Closner Blvd, Edinburg, TX 78539

District: 21

Property Owner: Hidalgo County  
Address of Property Owner: 100 E. Cano Edinburg, TX 78539  
Occupant's Name: Hidalgo County  
Right of Way Sheet No.:

ROW CSJ No.: 0342-01-101  
Federal Project No.: NA  
Parcel: 1  
Highway: 107 County: Hidalgo  
Whole Taking:  Partial Taking:   
Checked by: \_\_\_\_\_ Date: \_\_\_\_\_

Access rights to new facility will be  provided  denied to the remainder.

The total value for the herein described property is established as of \_\_\_\_\_.

On \_\_\_\_\_, I personally inspected the property and afforded Judge F. Richard Cortez, the owner, the opportunity to accompany me.

**SUMMARY**

Area of Land in Acres/sq. ft.	Land Value	Improvement Value	Damages	Total Value
5,000 sf	\$27,750.00	\$0.00	\$0.00	\$27,750.00

**SUMMARY OF COMPONENT VALUES**

Item Letter	Type of Improvement	Type of Construction	Improvement Value	Retention Value
			\$	\$
			\$	\$

Attach a parcel sketch, picture, verified sales information and field notes.

Summary of Comments, Conclusions and Recommendation: The subject whole property is located at 100 N Closner Boulevard, in the City of Edinburg, Hidalgo County Texas. As per Hidalgo County Appraisal District records its legal description is Hidalgo County Courthouse Lot 1, Hidalgo County Texas. HCAD records show the subject whole property to consist of 9.9860 acres of land. Although exempt from Ad Valorem taxes HCAD records indicate a total assessed value of \$21,529,576.00. The proposed acquisitions are four corner clips located along the NE, NW, SE, and SW corners of the subject whole property. Total combined area of said corner clips is 5,000 Square Feet (0.116 Acres). HCAD records indicate an assessed value of \$5.55 per square foot for the land component of the subject whole property. A search of the market area indicates commercial land sales ranging from \$5.01 per square foot to \$10.76 per square foot. The landowner has waived their right to an appraisal per the Donation Agreement. Therefore, a unit land value of \$5.55 per square foot as assessed by the Hidalgo County Appraisal District is being utilized to provide an estimated value for an internal TXDOT business decision.

To the best of my knowledge, the value does not include any items which are not compensable under State law.	
DocuSigned by: 	12/7/2021
Right of Way Agent's Signature	Date

DocuSigned by: 
Approved: _____ Region Right of Way Manager
12/7/2021
Date: _____

