**PURCHASE AGREEMENT**

|  |  |  |
| --- | --- | --- |
| **THE STATE OF TEXAS** | **§** | County: |
|  | **§** | District: |
| **COUNTY OF** | **§** | Federal Project No.: |
|  |  | ROW CSJ No.: |
|  |  | Parcel No.: |
|  |  | Highway: |

This Agreement by and between the **State** of Texas, acting by and through the Texas Transporta­tion Commission, and hereinafter called the **State**, and      , hereinafter called **Owners**, whether one or more, shall be effective on the date of approval and execution by and on behalf of the **State**.

I.

Sale and Purchase of Property

**1.01** In view of the mutual covenants herein expressed and contained, the **Owners** hereby agree to grant, bargain, sell and convey for the consideration and upon the terms herein stated to the **State,** and the **State** does hereby agree to purchase, for the consider­ation and upon the terms herein stated the property situated in       County, Texas which is described in Exhibit "A" and which is attached hereto and incorporated herein for any and all purposes.

The **State** and the **Owners** do further agree as follows:

II.

Consideration

**2.01 Total Price:**       Dollars ($      ) to be paid by the **State** for fee simple title to the property described in the said Exhibit "A," save and except oil, gas and sulphur, free of all liens, assessments and encumbrances.

III.

Recording Costs and Title

**3.01 Recording Costs:** The **State**, without cost to **Owners**, will pay the cost of recording all instruments conveying title to the **State**.

**3.02 Liens and encumbrances against the Property:** Owners agree to pay and obtain release of all liens, and mortgages recorded against the Property at or prior to Closing.

IV.

Closing

**4.01 Ownership and Warranty Deed:** **Owners** agree to convey to the **State** fee simple title to the said property and all appurtenances thereto for the consideration stated subject to the aforementioned exception. After approval of title by the **State, Owners** agree to deliver to the State’s Closing Agent a general warranty deed, in the form attached as Exhibit “B”, properly executed, conveying fee simple title to such property. The **State** warrant or wire transfer in payment of the consideration for such property shall be delivered to the State’s Closing Agent and same shall be payable jointly to the **Owners** and said State's Closing Agent.

**4.02 Possession:** Until payment is made, and in the absence of a possession and use agreement between the parties, title and possession of the property to be conveyed to the State remain with the Owners, who shall bear all risk of loss to any and all such property. In the event the condition of the property should change, for any reason, prior to the date of delivery of possession to the State, theStateshall have the right to declare this agreement null and void.

**4.03 Closing Costs:** State will pay closing costs as described in section 3.01. Owners will pay Owners’ legal expenses, if any. If Owners engage the services of a real estate agent or broker in connection with the sale and purchase of the Property, Owners will pay all commissions and broker’s fees.

**4.04 Incidental Expenses:** After the date of payment of the purchase price, **Owners** will be reim­bursed for any fair and reasonable expenses necessarily incurred in transferring title to the property to the **State** for its use. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the real property to the **State** and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real 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. **Owners** may file a written request for review if it is believed 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 review of a claim; however, the claim must be filed with the District Office of the Texas Department of Transportation serving the area in which the said property is located within six months after **Owners** are notified of the Depart­ment's determination on any claim for reimbursement.

V.

Miscellaneous

**5.01 Entire Agreement:** This Agreement contains the entire agreement of the parties. This Agreement can be amended or assigned only by written agreement signed by the State and Owners.

**5.02 Binding:** This Agreement is binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the State and Owners.

**5.03 Effective Date:** This Agreement is effective on the last date that both the State and Owners have signed and executed this Agreement.

**5.04 Relocation Assistance:** It is mutually agreed and understood that any benefits which may accrue under the State's Relocation Assistance Program will be handled entirely separate from and in addition to this transaction. **Owners** hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."*

**5.05 Addresses:** The addresses of the State and Owners are:

**Owners:**

**State:**

**5.06 Additional Clauses:** Address/insert into the attached conveyance instrument all applicable additional/special provisions, including but not limited to: improvement retention clause; administrative settlement clause; Category I and II bi-section clause; single payee clause

THE FULL AGREEMENT OF THE **STATE** AND THE **OWNERS** IS SET FORTH IN THE FOREGOING TEXT OF THIS INSTRUMENT, AND NO OTHER REPRESENTATIONS OR OBLIGATIONS OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

|  |  |  |
| --- | --- | --- |
| **OWNERS**: |  | **EXECUTION RECOMMENDED:** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  | Right of Way Project Delivery Manager |
|  |  |  |
|  |  | **THE STATE OF TEXAS**  Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Right of Way Division Director    Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
|  |  |
|  |  |
|  |  |
| Date: |  |
|  |  |
|  |  |
|  |  |