Date:

|  |  |
| --- | --- |
|  | County: |
| District: |
| Highway No.: |
| ROW CSJ No.: |
| Federal Project No.: |
| Location: |
| Parcel No.: |

Dear      ,

Our negotiations for highway right of way across your property have progressed to the point that it is thought to be in the best interest of both you and the Texas Department of Transportation that we commit to writing our mutual understanding.

It is hereby agreed and understood that you will request the Veterans Land Board to approve the conveyance to you by their fractional deed the following described property:      , and/or approve your conveyance of an easement to the State for certain portions of said lands all of which are more particularly described by metes and bounds in the Exhibit attached hereto and in­corporated herein for any and all purposes; in order that you may sell said property to the Texas Department of Transportation for a consideration of       Dollars ($     ) and the easement for a consideration of       Dollars ($      ).

The following Special Conditions apply:

This Tentative Agreement is subject to the herein described property being released by the Board by fractional deed and/or its approval of your easement to the State. Upon receipt and approval of your request the Board will notify you of the cash consideration you will pay the Board for their fractional conveyance to you, and also of the fees for their reappraisal of your property, for servicing the fractional deed and/or easement. The cash consideration paid for the easement, which must be deposited with the Board, will be credited to your account with the Board.

A final agreement will be executed after you have received the Board's notice of their approval of the proposed conveyance.

Sincerely,

Texas Department of Transportation

I (We) fully understand the Texas Department of Transportation's proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."* I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction.

Owner Owner

Date Date