Date:

|  |  |  |  |
| --- | --- | --- | --- |
| ROW CSJ: | Parcel: | | |
| County: | Highway: | | |
| Federal Project No.: | From: | | |
|  | To: | | |
|  |  | | |
| By certified mail, return receipt requested no. | |  |

Dear      ,

In acquiring property rights for the highway system of Texas, the Texas Department of Transportation (the “Department”) follows a definite procedure for appraising property interests needed for highway use and for handling personal negotiations with each owner. As explained by the State’s negotiator,      , a  drainage easement / highway easement /  temporary construction easement is to be acquired across a portion of your property located      .

We believe at this stage of the purchase process it is mutually beneficial to confirm that based on an appraisal, the State is authorized to offer you $      for the  drainage easement /  highway easement /  temporary construction easement which includes $      for the easement and $      for damages to your remaining property.

This offer to purchase includes the contributory value(s) of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the Department to permit owners who convey voluntarily to the Department to thereafter retain the improvements, if they wish to do so. The retention value(s) shown below is (are) the estimated amount(s) the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the proposed easement area, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain improvement(s) does NOT apply should it become necessary for the Department to acquire the easement by eminent domain.

**Improvement Amount to be Subtracted if Retained**

|  |  |
| --- | --- |
|  | $ |

If you wish to accept the offer based upon this appraisal, please contact       as soon as possible at (   )    -     , so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within 30 days from the date of this letter. *Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the Department within the 30 day time deadline.*

In the event the condition of the property changes for any reason, the State shall have the right to withdraw or modify this offer.

After the date of payment of purchase price for the easement, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire the easement interest in the real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring the easement interest in the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include recording fees, transfer taxes and similar expenses incidental to conveying the real property interest to the Department. 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. You may file a written request for review if you believe 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 a review of a claim; however, the claim must be filed with this office within six months after you are notified of the Department’s determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State’s Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a booklet entitled *“Relocation Assistance”* which will inform you of eligibility requirements, payments and services which are available.

You have the right to discuss with others any offer or agreement regarding the Department’s acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation booklet entitled *“Right of Way Purchase”* which we trust will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the type of facility to be built, or concerning the Department’s offer for the proposed easement purchase transaction. Also, please do not hesitate to contact       at the telephone number provided above regarding any question you may have.

Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the Department, including the appraisal on which this offer is based.

Sincerely,

Right of Way Manager or other signatory

ENCLOSURES:

Appraisal Report(s)

Landowner Bill of Rights

Brochure (“Right of Way Purchase”)