Date:

|  |  |
| --- | --- |
| County:       | ROW CSJ:        |
| Federal Project No.:       | Parcel:        |
| Highway:       | From :       |
|  | To:       |

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO.

Dear      ,

In acquiring property for the highway systems of Texas, the Texas Department of Transportation (the “Department”) follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the State’s negotiator,      , your property located      , as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

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 your property which includes $     for the property to be purchased and $      for damages to your remaining property**. [INSTRUCTION: if a whole taking, delete the text “and $ for damages to your remaining property”. DELETE this instruction]** The $      is for your interest and does not include any value amount for the billboard structure improvements

It is understood that       owns a billboard structure on your property. Please find attached a disclaimer indicating that you hold no interest in this billboard structure. This disclaimer may be executed and returned to the State’s negotiator in order to allow the billboard structure owner to separately convey its interest in the structure to the State.

The State will enter into negotiations and will make a separate offer to the billboard structure owner; however, *the offer to you is contingent upon the State successfully negotiating with the billboard structure owner*. In the event the billboard structure owner refuses the State’s separate offer, then it may be necessary to acquire the all interests in the parcel through eminent domain proceedings. The previously quoted amount is the total amount of just compensation for your interest in the property as determined in accordance with State law less oil, gas and sulfur. Except for the aforementioned billboard structure, and any utility easements which will be handled separately by the Department, it is the policy of the Department, in accordance with State law, that you will be responsible for negotiating with any other parties who may own any interest in the land or improvements.

This offer to purchase includes 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 to retain them if they wish to do so. The retention values shown are the estimated amounts the improvements 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 property, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department to acquire the real property by eminent domain.

| Improvement | Amount to be Subtracted if Retained |
| --- | --- |
|       | $      |
|       | $      |
|       | $      |
|       | $      |
|       | $      |
|       | $      |

If you wish to accept the offer based upon this appraisal, please contact       at (   )    -      as soon as possible so the payment procedure to obtain 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 right to submit an administrative settlement shall be forfeited if such a settlement request is not received 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 this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the Texas Department of Transportation. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department 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. 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. If you have any questions regarding the details as to the type of facility to be built or concerning the purchase transaction, please do not hesitate to ask       to answer them.

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

Finally, we enclose copies of all appraisal reports relating to your property being acquired 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”)

Disclaimer of Interest (Form ROW-N-120)