Date:

|  |  |
| --- | --- |
| County:       | Project ID:        |
| Federal Project No.:       | Parcel ID:        |
| 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 Department’s negotiator,      , the Department will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located at      , as described in the enclosed legal description and survey (the “Property”).

**The Department believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the Department is authorized to offer you $      for the 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” and insert “This compensation does not include any value for damages to a remainder 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 the 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 Department’s negotiator in order to allow the billboard structure owner to separately convey its interest in the structure to the Department.

The Department will enter into negotiations and will make a separate offer to the billboard structure owner; however, *the offer to you is contingent upon the Department successfully negotiating with the billboard structure owner*. In the event the billboard structure owner refuses the Department’s separate offer, then it may be necessary to acquire all interests in the Property through eminent domain proceedings. The amount listed above 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, subject to clear title being conveyed to the Department. Except for the aforementioned billboard structure, and any utility easements that 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 Property or improvements located within the Property.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the Department to permit the owner(s) who convey voluntarily to the Department to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are estimated amounts 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 Property, the above offer will 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 Property by eminent domain.

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

If you wish to accept the offer based upon this appraisal, please contact      , who is an employee of      , an affiliate that is providing acquisition services on behalf of the Department, 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 Department shall have the right to withdraw or modify 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 the Property, you will be reimbursed by the Department for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the Department, 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. 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 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 Department’s Relocation Assistance Program. It is emphasized, however, that any benefits that you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled *“Relocation Assistance”*, which will inform you of eligibility requirements, payments, and services that are available.

You have the right to discuss with others any offer or agreement regarding the Department’s acquisition of the 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.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the Department. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the Department brochure entitled *“Right of Way Purchase”*,which the Department trusts will give you a better understanding of the procedures followed by the Department in purchasing property interests for highway purposes. The Department respectfully requests the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built or concerning the Department’s offer or proposed purchase transaction. Also, please do not hesitate to contact       atthe telephone number providedaboveregarding any question you may have.

**Finally, enclosed are copies of all appraisal reports relating to the 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 that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.**

Sincerely,

Right of Way Manager or other signatory

ENCLOSURES:

Draft Conveyance Instrument

Legal Description and Survey of the Property

Appraisal Report(s)

Landowner Bill of Rights

“Right of Way Purchase” Brochure

Disclaimer of Interest (Form ROW-N-120)