Date:

|  |  |
| --- | --- |
| County:       | ROW CSJ:        |
| 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.** **This compensation does not include any value for damages to a remainder property.**

The amount listed above is the total amount of just compensation for the Property, as determined in accordance with State law, less oil, gas and sulfur, subject to clear title being conveyed to the Department. In accordance with State law, it is the policy of the Department to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department.

This offer is contingent upon your execution of an agreement titled *“Petroleum Storage Tank Removal Agreement”*, a copy of which is attached to this letter. As you know, the presence of one or more underground petroleum storage tanks and/or the related flow lines and facilities upon your property creates the possibility of contamination due to past or present leaks and/or spills. Because it is impossible to determine the extent of possible contamination, if any, until such facilities as may be within the property being acquired are removed, and/or due to construction work various layers of the soil are removed, the total amount being offered for the Property is based upon a “clean” appraisal. This means the values stated are assuming there is absolutely no contamination. In order for the Department to pay you this full amount, should you accept this offer, the Department requires that you execute the attached *Petroleum Storage Tank Removal Agreement*, as both State and Federal laws and regulations require that any contamination actually found to exist must be taken care of by the property owner and operator, in accordance with such laws and regulations. If you desire to accept the dollar amount of this offer, but are not willing to execute the tank removal agreement, the Department must consider the offer rejected.

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) shown below are the 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 amount of 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 for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by the Department. 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 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 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:

Petroleum Storage Tank Removal Agreement

Draft Conveyance Instrument

Legal Description and Survey of the Property

Appraisal Report(s)

Landowner Bill of Rights

“Right of Way Purchase” Brochure