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

Dear      :

You have indicated a willingness to sign a       for your improvements on and leasehold interest in property which consists of       located      .

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of $      as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

Additional Clauses:

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to you, will pay the cost of recording all instruments conveying title to the State. This agreement is contingent upon the State successfully negotiating with      (owner).

The State will negotiate and make a separate offer to       (owner); however, if such offer is refused, then this entire agreement becomes null and void and it will be necessary to acquire the property through eminent domain proceedings.

It is suggested that you carefully review the proposed       and satisfy yourself (-selves) as to its (their) provisions. With your signing of this agreement and execution of      , the State will proceed with the issuance of a State warrant which will be made out jointly to you and      , agent for      .

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

In consideration of the State's independently discharging its obligation to you as the owner(s) of certain improvements on and/or leasehold interest in the property, and to have the holders of any other interest in the property or improvements, the state will have completely fulfilled its obligations, as shown in       and this agreement. By signing this agreement, it is understood and agreed that you are fully satisfied on all details of this transaction.

Notwithstanding any of the foregoing provisions, it is understood that the State warrant issued as consideration will not be delivered until clear title is secured. At the same time, you have the right not to endorse the warrant and accept payment until you are fully satisfied on all details of this transaction.

The property owner(s) signing below fully understand the Texas Department of Transportation proposal as contained in this agreement, hereby acknowledge receipt of the brochure entitled *“Relocation Assistance”,* understand that relocation assistance benefits are handled entirely separate from, and in addition to, this transaction and agree that execution of the Right of Way deed is based on this understanding.

Sincerely,

Right of Way Manager,       Date

Texas Department of Transportation

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Property Owner’s Signature |  | Property Owner’s Signature |
|  |  |  |
| Date |  | Date |