Date:

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

Dear      ,

Our negotiations for highway right of way across your property have progressed to the point that you have indicated a willingness to sign a       in return for payment as agreed to in our previous discussions. It is thought to be in the best interests of both you and the Texas Department of Transportation to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Department will make payment.

Your property consists of       located      . The right of way being purchased by the Texas Department of Transportation has been thoroughly explained. The payment of the amount of $      as herein agreed to will constitute full payment to be made by the Texas Department of Transportation for the property to be conveyed to the State. The State and Owner(s) have agreed to the following provisions:

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

Additional Clauses:

After the date of payment of the purchase price, 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.

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 to you under the State's Relocation Assistance Program and the mutual benefits to be derived by you and the Texas Department of Transportation from the signing of this agreement.

The State, without cost to you as the owner, will pay the cost of recording all instruments con­veying title to the State.

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      , the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to      , agent for      . This company has been designated as the State's closing agent and is responsible to see that the Texas Department of Transportation 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 not to endorse the warrant and accept payment until you are fully satisfied on al1 details of the transaction.

Sincerely,

Texas Department of Transportation,

I (We) fully understand the Texas Department of Transportation's proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled *"Relocation Assistance."* I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction.

Owner Owner

Date Date