

**ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT**

County: \_\_\_\_\_ District: \_\_\_\_\_

Federal Project No.: N/A Parcel No.: \_\_\_\_\_

ROW CSJ No.: \_\_\_\_\_ Highway: \_\_\_\_\_

I, \_\_\_\_\_, hereby acknowledge receipt on  
\_\_\_\_\_ of a copy of an appraisal report prepared by \_\_\_\_\_

related to the above parcel. I acknowledge that this appraisal report is subject to the copyright laws of the United States and that any republication or redisclosure is prohibited without the express written consent of the Texas Department of Transportation.

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner(s)

\_\_\_\_\_  
Date



CONSULTANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION

DATE

VIA REGULAR AND CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
NO.

PROPERTY OWNER  
ADDRESS

County:  
ROW CSJ:  
Federal Project No.: N/A  
Highway:  
Limits:  
Parcel:

Dear Mr. and Mrs.

Enclosed for your review along with the State's offer, is a draft of the State's Possession and Use Agreement with Additional Payment of Independent Consideration. The Possession and Use Agreement allows the State to pay up to the full appraised value of the acquisition area in exchange for immediate possession of the property. Liens or other encumbrances may impact the value that may be approved for payment. By signing a Possession and Use Agreement, you will **not** waive your right to counter the State's offer, present your case at a Special Commissioner's Hearing or jury trial, or receive additional compensation as determined to be just compensation.

The Possession and Use Agreement includes an incentive payment in the amount of \$ \_\_\_\_\_, calculated at \_\_\_\_\_ % of the initial approved value of a parcel (with a minimum of \$ \_\_\_\_\_ and a maximum of \$ \_\_\_\_\_). Incentive payments are not counted toward the amount determined as just compensation for the acquisition area and you will not be required to pay it back.

If you are interested in learning more about this opportunity, please contact \_\_\_\_\_ on his direct line at \_\_\_\_\_ or via email at \_\_\_\_\_.

Sincerely,

Senior Project Manager

ENCLOSURES:  
Possession and Use Agreement

ADDRESS





**CONSULTANT TO THE TEXAS DEPARTMENT OF TRANSPORTATION**

**DATE**

County:  
Highway No.:  
Location:

**PROPERTY OWNER  
ADDRESS**

Federal Project No.: N/A  
ROW CSJ No.:  
District:  
Parcel No.:

Dear **PROPERTY OWNER**

You have indicated a willingness to sign a deed for your property which consists of \_\_\_\_\_ acres ( \_\_\_\_\_ square feet) located at \_\_\_\_\_.

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.

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 the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to \_\_\_\_\_, agent for The Texas Department of Transportation.

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.

**ADDRESS**

Memorandum of Agreement  
Parcel No.:  
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Sincerely,

Senior Project Manager

I (We) fully understand the Texas Department of Transportation 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 and agree that my (our) execution of the Right of Way Deed is based on this understanding.

By: \_\_\_\_\_  
**PROPERTY OWNER**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**PROPERTY OWNER**

Date: \_\_\_\_\_