Chapter 25    Right of Way Procedures

25.1 General Discussion

The Real Estate Services website is located at www.wsdot.wa.gov/realestate.

Neither the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) nor its implementing regulations at 49 CFR Part 24 allow the certification of right of way (R/W) to be sub-delegated to any agency or any agency with Certification Acceptance (CA) status. The Washington State Department of Transportation (WSDOT) has overall responsibility to the Federal Highway Administration (FHWA) for the acquisition of R/W on all FHWA funded transportation projects in the state.

If there is federal funding on ANY phase of the project (P.E., R/W, or construction), R/W must be acquired in accordance with the requirements of this manual, in order for the project to be eligible for federal funding. R/W acquired prior to July 1, 1971, is exempt. Projects that do not use FHWA funding on any phase may choose not to follow the requirements of this chapter as outlined in RCW 8.26.010(2).

The acquisition process is regulated by Chapter 8.26 RCW and WAC 468-100.

WSDOT may, by written agreement, use the services of land acquisition organizations of counties, municipalities, or other state or local governmental agencies for acquiring rights of way for FHWA projects. Any such organization may be used only if it is adequately staffed, equipped, and organized to provide such services, and if its practices and procedures are in substantial conformity with WSDOT accepted procedures.

It is the responsibility of WSDOT to fully inform political subdivisions of their responsibilities in connection with federally-assisted transportation projects and to provide training to the local agencies. It is the local agencies’ responsibility to comply with the requirements of this chapter, the URA, and 49 CFR Part 24. The local agency will assess their staff’s level of expertise with the requirements stated above. If the local agency determines their staff does not fully understand these requirements, it is their responsibility to request assistance and/or training to ensure the acquisition process is followed correctly.

It is essential that local agencies and WSDOT communicate freely and work closely together during the entire acquisition process to expedite projects and to assure that all federal and state requirements are met. Guidance is provided in the Right of Way Manual M 26-01.

.11 Use of WSDOT Property – The Region Local Agency Coordinator (LAC) should be contacted immediately when it is determined that the local agency project requires the use of WSDOT’s property. The LAC will advise the local agency of the process and timeline needed to acquire sufficient legal rights to construct and operate on WSDOT property.
.12 WSDOT Services – WSDOT is committed to an ongoing program which will provide effective assistance and guidance to local acquiring agencies. To this end, WSDOT will designate a LAC for each region to provide information and establish appropriate state staff contacts, provide training and educational opportunities for local agencies through workshops and acquisition course offerings, and provide mutually acceptable technical and advisory services as necessary to accomplish acquisition and relocation activities. These services are reimbursable to WSDOT either through a Local Agency Agreement or “J” Agreement.

WSDOT will consult and advise the local agency concerning real property interests’ acquisition activities to ensure that R/W is acquired in accordance with provisions of state and federal laws and FHWA directives.

At the earliest possible date, the local agency should notify the LAC of upcoming federal-aid projects which have R/W acquisition. In addition, the local agency should advise the LAC of the need for WSDOT assistance.

.13 Consultant Services – When the local agency does not have adequate staff to perform appraisal, negotiation, or relocation functions, it may contract for these services and obtain federal participation in the costs.

The local agency should contact the Region Local Programs Engineer for assistance in preparing any contract for services to assure FHWA participation in the contract. FHWA has determined that the consultant agreements for R/W services must meet the consultant contracting requirements as described in Chapter 31. See Chapter 31 appendices for consultant agreements for appraisal and negotiation examples.

25.2 Right of Way Acquisition Procedures

Before requesting authority to acquire R/W, the local agency must have secured approval of acquisition procedures (Form LPA-001). Acquisition procedures are submitted on local agency letterhead to the Region Local Programs Engineer for review prior to final execution by the local agency. Region Local Programs forwards the procedures through the LAC for approval. The local agency will be approved to acquire R/W based upon the submitted procedures.

The level at which an agency will be approved will depend on the agency’s staff qualifications. Qualifications should be specific to the right of way function for which the staff is listed. An agency with minimal staff may be approved to acquire a single project with direct supervision by the Region LAC. Local Program’s notifies the local agency of the approval with a copy to the Region LAC. Periodic reviews of procedures will be conducted by the LAC on agencies acquiring R/W on federal aid projects. If through these periodic reviews it is determined that the local agency acquisition practices are not in full compliance, WSDOT may request a change to the approved procedures.

Approved procedures will designate the title of the position. When staff changes or additions occur, the agency will submit the person’s right of way experience and qualifications to the LAC.
Procedures shall include the following:

1. **Agreement to comply with state and federal laws and FHWA regulations. The agency should agree to follow this manual and the Right of Way Manual M 26-01 or the agency’s own manual if they have a WSDOT approved R/W manual.**

2. **A listing of the agency’s positions performing the separate functions of program administration, appraisal, appraisal review, acquisition, relocation, and property management. All agency positions that perform any of these separate functions should be listed. Note: Agency personnel such as administrators and members of the executive branch who might participate in the acquisition of R/W for federal aid projects need to be aware that their actions must conform to the Uniform Act and 49 CFR Part 24.**

3. **A listing of all current staff filling the agency’s position(s) specified to perform each function, and a brief statement of their qualifications pertaining to the function they are performing. (See minimum qualifications for appraisal, appraisal review, and acquisition in this chapter.)**

4. **Appraisal waiver procedure (see Subsection 25.52, and Form LPA-003).**

5. **A procedure for handling administrative settlements including the approving authority(s) and process (see Subsection 25.11).**

6. **Relocation Appeal procedures for projects involving relocation assistance as required by 49 CFR 24.10.**

**Note:** Local Agencies need to submit FHWA Annual ROW Statistical Report for active federal aid projects by October 25 each year. The data provided is for ROW activities from October 1 through September 30.

.21 Determining Whether or Not Right of Way (Acquisition) is Required (See Chapter 21) –

1. **R/W (acquisition) Required is defined as land or property rights necessary for construction, operation and/or maintenance of the proposed project, or any prior (advanced/early) acquisition that was made specifically for the current project. This includes temporary rights required to complete the construction as shown on the PS&E (such as placing personnel, materials, equipment and machinery outside of existing R/W). If the agency already owns the land or property rights necessary for the project, the agency will provide adequate documentation in the ECS (Section 25.43) showing when and why the property was purchased. If the property was purchased for use on the project (e.g. advanced/early acquisition), then the R/W must have been acquired in accordance with the requirements of this manual.**

Advanced/early acquisition is defined as prior land acquisition that was made specifically for the current project. This does not include properties within the existing R/W that were purchased as part of a previous project. Regardless of the funding source, advanced/early R/W acquisition parcels must be included in the R/W Certificate. Contact the LAC if you have questions.

- If it is later determined that R/W is required, either a R/W Project Funding Estimate (PFE) or a True Cost Estimate, as applicable, a Right of Way Plan, and a Relocation Plan (if required) must be prepared and submitted to the
Region Local Programs Engineer who will notify the Region LAC (who is responsible for review and approval). There are significant differences between the two forms of estimates and care must be used when selecting either the PFE or True Cost Estimate process. The Region LAC should be consulted when this decision is to be made. See Subsection 25.41 for explanations and requirements of the PFE and the True Cost Estimate.

2. No R/W (acquisition) required means that the proposed project can be built entirely within the existing roadway facility (the facility may be something other than roadway for transportation enhancement projects). Existing R/W is defined as land already incorporated into the roadway facility or land previously certified under a previous federal aid project. Leases, permits and easements for construction activities, slopes, drainage, etc., whether temporary or permanent, are generally considered R/W acquisition.

If it can be documented that the land or property rights were purchased for a purpose other than the transportation related project, and that the land/property rights are no longer required for the original purpose, then the Uniform Act and 49 CFR Part 24 requirements do not apply.

.22 Acquiring Right of Way – Acquisition of R/W may be performed by the following entities:

• By a local agency that is adequately staffed, equipped, and organized to discharge its R/W responsibilities and has R/W procedures approved by WSDOT. Staff may consist of qualified contract personnel and/or licensed private Real Estate Brokers (see RCW 18.85 in addition to or in lieu of regular employees of the agency).

• By another local agency that meets the requirements above.

.23 Acquiring Sufficient Property Rights – A local agency must acquire real property interests that are adequate for the construction, operation, and maintenance of the project (23 CFR 1.23 and 710.201(e)). The preference is for local agencies to purchase fee rights or temporary and permanent easements. However, there are circumstances when other real property interests can be considered. The details of these circumstances should be discussed with the LAC prior to submitting the Right of Way Plan for approval.

If the local agency is considering acquiring something other than fee or easement real property interests, then they must provide documentation establishing how the real property interests they are purchasing satisfy the requirement for sufficient property rights. FHWA must be assured that their investment in the project is in the public interest and will last for a reasonable amount of time that is commensurate with the level of investment. There are no set guidelines that describe the appropriate term length, but 20 years is the absolute minimum term that should be considered. Longer terms may be required, and the higher the federal investment, the longer the term expected by FHWA. An analysis of the design life of the improvement must be done and the minimum term must equal the design life. Unless leases are with public agencies, leases should be considered only under rare and unusual circumstances since they typically have termination clauses that could require the removal of improvements with little notice, and possibly without cause. Things to consider include:
• Is the term of the real property interest at least as long as the life cycle of the improvement? When will major maintenance be required and does the property interest term extend to when the first major maintenance is expected?

• What is the likelihood for renewal of the term of the real property interest, or invocation of any provision for its termination?

• Can a rational explanation of why the project is a good investment for FHWA under such circumstances be provided?

• If the rights acquired are from a governmental agency, is there anything in their regulations that prevent them from granting the rights requested?

Note: If FHWA does not accept the local agency’s justification, they must be prepared for FHWA to either make a finding that they have not acquired sufficient property rights (which would preclude ROW certification) or FHWA may consider a conditional approval that would require the local agency to either repay the project funding or reestablish a replacement improvement in a new with their own funds (and the right of way for the new location must have been acquired in accordance with the Uniform Act).

.24 Determining Acquisition of Property and/or (Sufficient) Property Rights-

Fee – Fee title should be acquired when the agency needs the exclusive use and occupancy of the property for itself.

Permanent Easements – An easement may be acquired when the agency needs a non-exclusive right to enter upon the property of another.

Temporary Easements – A temporary easement is used when the agency requires a property right which is temporary in nature. Temporary rights expire the terms in each individual temporary easement.

Permits – In most situations, permits are used when no other property rights are to be acquired from the same ownership as part of the same project, and are normally obtained without the payment of compensation (mutual benefit). Permits can be used with other agencies to perform work on their property, such as tying into another roadway. Permits are only valid with the current owner, revocable, temporary in nature, and generally not considered sufficient to construct, operate or maintain proposed projects. When considering the use of permits or other property rights such as leases, rights of entry, land use licenses, etc. consult with the LAC.

All rights acquired for the project, including advanced/early acquisitions, must be shown on the right of way plan (see Section 25.4-.41). See also Right of Way Manual M 26-01 Section 6-5.

25.3 Voluntary Acquisition

A process called “Voluntary Acquisition,” under 49 CFR 24.101(b)(1), which differs from “Donations and Willing Seller Transactions,” may on rare occasion be appropriate for acquisition of property, but only if all of the following circumstances apply:

• No specific site or property needs to be acquired, although the agency may limit its search for alternative sites to a general geographic area. Where an agency wishes to purchase more than one site within a general geographic area on this basis, all owners are to be treated similarly. (See Appendix A, §24.101(b)(1)(i).)
• The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.
• The agency will not acquire the property if negotiations fail to result in an amicable agreement, and the owner is so informed in writing.
• The agency will inform the owner in writing of what it believes to be the market value of the property.

Since most acquisitions are for property needed for roadway projects, the only occasion where a voluntary acquisition may apply is to mitigation sites, and only if you can show that there are other viable mitigation sites being considered for acquisition.

If these circumstances appear to apply to a project, the Voluntary Acquisition process may apply, but must be approved by the LAC with Headquarters Real Estate Services before any steps are taken to initiate the acquisition process. If approved, steps to follow for voluntary acquisition are governed by WAC 468-100-101 and shall include:

1. Clearly advise the property owner, in writing, prior to making any offers that the agency will be unable to acquire the property in the event that negotiations fail.
2. Provide the owner with an estimate of the fair market value of the property.
3. Provide relocation assistance to any tenants upon mutual acceptance by the acquiring agency and property owner.

If approved, the local agency must work closely with the LAC on all steps of the voluntary acquisition process.

Note: Real estate transactions using this process are subject to real estate excise tax.

25.4 Right of Way Acquisition

When there is federal participation in any phase of a project (PE, RW and/or CN), federal regulations must be followed. A checklist of Federal Aid Requirements is included in Appendix 25.178, with useful reminders and should be used as guidance to ensure compliance.

.41 Acquisition With Federal Funds – Prior to the authorization of federal funds for R/W, the following requirements must be met: compliance with Chapter 14, FHWA approval of environmental (NEPA) documents, and the submittal of the following documents to the Region Local Programs Engineer.

• Local Agency Agreement Supplement.
• Estimate of probable R/W costs and expenses broken down by parcel. There are two types of estimates:
  – Project Funding Estimate (PFE) is a detailed parcel-by-parcel estimate of total expected right of way acquisition costs and is used to obtain authorization and funding for the project. A PFE is based on market transactions (sales) that reflect the current real estate market. Ideally, it is completed by an appraiser, an appraisal reviewer, and a relocation expert. Other R/W staff with appropriate experience, including qualified consultants, may also prepare a PFE.
1. A Project Funding Estimate (PFE) is prepared for every project where right of way will be acquired, unless all properties to be acquired are to be appraised or donated.

2. As a minimum, the PFE contains the following information.
   a. A parcel-by-parcel list of right of way costs with project summary totals reported on the Right of Way Project Estimate and Cost Breakdown.
   b. A project data package including sales, sales map, neighborhood and project description, scope of sales search and, if applicable, damage studies, cost to cure documentation, and Assumptions and Limiting Conditions.

   **Note:** The PFE Parcel Worksheet is not a part of the data package.

The Agent/appraiser assigned to do the PFE completes the estimate as follows:

1. Inspect the project and becomes familiar with the engineering features of the plan.

2. View individual parcels to determine the effects of acquisition.

3. Prepares a Neighborhood and Project Description which defines existing uses, zoning, trends, transportation and utilities, economic influences, a synopsis of the project and its effect on parcels, and any changes in the aforementioned likely to be caused by the project.

4. Gathers sufficient comparable land sales and listings for the various types of parcels and remainders within the project. All sales shall be inspected, photos taken and written up on Market Data Sheets (Form RES-210). (If the sales are to be used exclusively on parcels where the Agency has determined to waive the appraisal, the sales need not be confirmed. In all other cases, a reasonable effort shall be made to confirm all sales. Unconfirmed sales will contain an explanation of the confirmation effort along with names and phone numbers of uncontracted parties.)

5. Prepares project and sales vicinity map.

6. Prepares PFE Parcel Worksheet for each parcel on the project.

7. Includes any applicable damage studies.

8. Includes cost-to-cure documentation for estimates and/or bids.

9. Includes applicable Assumptions and Limiting Conditions if data Package will be referred to in the preparation of Abbreviated Appraisals.

See Appendix 25.172 for a sample estimate summary and a sample neighborhood analysis and Form LPA-215 PFE Parcel Worksheet. See also Right of Way Manual Section 4-2 for the requirements for a PFE (42.1, paragraphs E, F, and G do not apply to local agencies).

- **True Cost Estimate** can be used only when all parcels are to be appraised or donated. The R/W PFE must be used if the agency wishes to make use of the appraisal waiver procedure (see Subsection 25.52). True Cost Estimate is a parcel-by-parcel estimate of total expected right of way acquisition costs drawn from the County Assessor’s records and is used to obtain authorization.
and funding for the project; therefore, the level of expertise required for its preparation may be less stringent than for a PFE.

A True Cost Estimate consists of three parts: a worksheet for each parcel to be acquired, a table summarizing all estimated acquisition costs, and a neighborhood/project description. They should generally conform to the examples provided in Appendix 25.173.

- Approved R/W plan (part of Approved Design Documentation-Appendix 43.62).
- WSDOT approved relocation plan (if relocation is required, contact the LAC for assistance).

The approved R/W plans should meet the requirements of WAC 332-130 and show at the minimum the following information:

- Vicinity Map showing the project limits.
- Survey line or centerline for the alignment.
- The old and new R/W limits with sufficient ties to the survey line to allow for legal descriptions to be written for all areas to be acquired.
- All rights to be acquired, such as, fee simple, permanent and temporary easements, changes of grade and/or other sufficient rights as determined necessary. The map must include advanced/early acquisition parcels.
- The complete ownership boundaries of the (larger) parcels showing all rights being acquired.
- The parcel identification number.
- The calculated area(s) of the parcel(s) to be acquired.
- The calculated area(s) of the remainder(s).
- Improvements within 100’ feet of the existing R/W.

All plan sheets shall carry the seal and signature of a registered Professional engineer or professional land surveyor in accordance with RCW 18.43.070 and RCW 58.09.

Once FHWA approval has been obtained for the obligation of funds for the R/W Phase, Local Programs will notify the local agency of authorization to proceed with R/W acquisition. No acquisition costs are eligible prior to this authorization.

.42 R/W Phase With Local Agency Funds Only – If federal funds are to be used in any part of the project, or the property is later incorporated into a federally funded project, federal guidelines for acquisition of the R/W must be followed. The local agency must also follow the local agency’s approved procedures, which typically requires the LAC to review all offers and supporting data before they are presented to the property owner.

The PFE and R/W Map requirements in Section 25.41 above also apply if federal funds are in PE or Construction phases. If the local agency does not intend to use appraisal waivers (AOSs), then PFEs are not required.

In order to minimize potential problems which may surface during the certification process, the local agency submits a copy of the R/W plan, Project Funding Estimate, and Relocation Plan (if applicable) for review/approval before starting the acquisition process. A copy of the R/W plan must be made available at the time of certification.
.43 Acquisition in Advance of NEPA Project Clearance – There are three circumstances under which R/W can be acquired in advance of NEPA clearance. In each case, federal guidelines must be followed in the acquisition process.

1. An agency may use its own funds to purchase R/W prior to NEPA clearance. Refer to the Early Acquisitions Section in of Right of Way Manual Chapter 6 and the ECS Guidebook’s Appendix N for documentation requirements.
   a. An agency may apply market value (or if donated, the current appraised value) toward their share of project costs, as long as they meet the requirements of 23 CFR 710.501(b). The acquisition of advance R/W must not influence the environmental assessment for the project. Properties with a 4(f) Resource may not be purchased if the agency wants to apply the market value toward their share of project costs. The agency cannot be reimbursed for the cost of the appraisal or any other documentation necessary to meet the requirements of 23 CFR 710.501(b).
   b. The agency may purchase property without requesting the market value toward their share of the project costs as long as they meet 23 CFR 771.113(d)(4) requirements. Under this option the agency may purchase property with a 4(f) resource.

2. An agency may purchase R/W prior to NEPA clearance under the protective buying and hardship acquisition provisions, as per 23 CFR 710.503, and be reimbursed with federal funds for reasonable costs. Note, however, that while these purchases are in advance of formal NEPA clearance of the project, individual clearance via a Categorical Exclusion is required. Consequently, although the project has not yet been cleared, the individual parcels have been cleared.

   To use protective buying, the agency will have to provide documentation showing that development of the property is imminent and that the development would limit future transportation choices.

   To use hardship acquisition, the agency must have a property owner’s written submission providing justification that remaining on the property poses undue hardship compared to others and the property owner must provide written documentation showing their inability to sell the property. This process is described in greater detail in Right of Way Manual Section 6.3-3.

   The agency must work with the LAC from the outset if they are proposing to use protective buying or hardship acquisition. **FHWA approval is required for protective buying and hardship acquisition.**

3. An agency may request to use federal funds for parcel acquisitions prior to Project NEPA clearance. This federally-funded early acquisition must be treated as a stand-alone project. Prior to requesting funding authorization, the Acquisition Project must be in the STIP. Furthermore, NEPA for the parcel must be complete.

.44 Procedures for Local Agency-Funded Acquisition in Advance of Project NEPA Decision (With Match) – If the local agency establishes that the parcel is to be acquired early (in advance), then standard acquisition procedures are followed.

Eminent domain will not be used.
When the project is funded and credit is sought, the local agency must provide documentation determining the following:

1. The property was lawfully obtained by the agency.
2. The property was not land described in 23 USC 138 (a.k.a. 4(f)).
3. The property was acquired in accordance with the provisions of 49 CFR Part 24 (a.k.a. Uniform Act).
5. The agency determined and FHWA concurs that the action taken did not influence the environmental assessment for the project, including:
   a. The decision on need to construct the project.
   b. The other options that were considered and an explanation of why they were rejected in favor of the one that was selected.
   c. The selection of the design or location.
6. The property will be incorporated into a federal aid project.
7. The original project agreement covering the project was executed on or after June 9, 1998.

The documentation shall be completed as part of the NEPA documentation (DCE/ECS, FONSI, ROD). The local agency will provide documentation to meet the requirements (1) through (7) above. By signing the ECS, WSDOT and FHWA concur with the local agency’s determination, and that the market value of the property can be used as match.

Use the fair market value (FMV) from the time of purchase of the property (historic acquisition costs) toward the match. Any settlement amounts above the FMV, relocation costs, appraisal fees, etc., are not eligible for match. Current fair market value (based on a new appraisal) may be used in those instances where: (1) there has been a significant lapse in time since the property was acquired, or (2) there has been a significant change in market conditions (not caused by the project) since the property was acquired. This would require FHWA approval. If multiple parcels are used as match, the same method for determining Fair market Value must be used on all parcels.

All documentation shall be retained as required by Section 25.16.

.45 Procedures for Locally-Funded Acquisition in Advance of Project NEPA Decision (Without Match) – If the local agency establishes that the parcel is to be acquired early (in advance), then standard acquisition procedures are followed.

Eminent domain will not be used.

The documentation required as detailed in the Environmental Classification Summary (see Chapter 24) shall be completed as part of the NEPA (DCE/ECS, FONSI, ROD). The local agency will provide justification establishing that all of the documentation requirements for 40 CFR 1506.1 have been met.

All documentation shall be retained as required by Section 25.16.
.46 Procedures for Federally-Funded Acquisition in Advance of Project NEPA Decision – Prior to starting acquisition of right of way using federal funds under the advance acquisition process there are certain steps that must be completed in addition to standard activities. These additional steps are as follows:

- Verify that the project for which the right of way is being acquired for is funded for construction and that the early acquisition project meets all requirements for inclusion in the TIP/STIP.
- Submit project information for inclusion in the TIP/STIP to the appropriate MPO/RTPO to create the stand alone project.
- Complete the parcel level NEPA document.

Once the above three steps are completed, submit the LA agreement through Local Programs for approval. Local Programs on behalf of the local agency will certify that all requirements will be met.

Local Programs will obtain FHWA concurrence in the advance acquisition through approval of the federal aid project.

The early acquisition documentation required as detailed in the Environmental Classification Summary (see Chapter 24) shall be completed as part of the Project NEPA (DCE/ECS, FONSI, ROD), not the Acquisition NEPA.

All documentation shall be retained as required by Section 25.16.

25.5 Appraisal/Appraisal Waiver – Administrative Offer Summary (AOS)

Per 49 CFR 24.102(n)(3), negotiators cannot supervise appraisers, review appraisers, or waiver valuation preparers, unless FHWA approves a waiver of this requirement, and appraisers, review appraisers, or waiver valuation preparers shall not have any interest, direct or indirect, in the property being valued.

.51 Appraisal – The requirements pertaining to the appraisal of property to be acquired are given in Right of Way Manual Chapter 4. If desired, a listing of WSDOT approved fee appraisers and appraisal reviewers is available from the Region LAC or via a link on the WSDOT Real Estate Services website at www.wsdot.wa.gov/realestate.

The appraiser shall be an experienced, qualified appraiser. At a minimum, an appraiser should have a college degree or four years of active experience in the real estate field leading to a basic knowledge of real property interest valuation, or any combination of such experience and college study to provide a total of four years beyond high school graduation. An appraiser who is qualified under WSDOT criteria and on WSDOT’s approved appraiser list will be considered qualified for FHWA projects.

The appraiser shall prepare an appraisal report which is a written document containing among other elements, the following:

1. The purpose of the appraisal which includes a statement of the estimated value and the rights or interests being appraised.
2. The estimate of just compensation for the acquisition. In the case of a partial acquisition, allocate the estimate of just compensation for the property to be acquired and for damages to remaining property in either the report or a separate statement.
3. The data and analyses (or reference to same) to explain, substantiate, and document the estimate of just compensation.

A complete explanation of requirements for an acceptable appraisal report can be found in Right of Way Manual Chapter 4.

**Appraiser/Owner Contact** – The appraiser shall document in the appraisal report their attempts to contact the property owner, which shall include an attempt to contact the property owner either by phone or in person.

**.52 Appraisal Waiver (commonly referred to as Administrative Offer Summary (AOS))** – In certain cases, an appraisal can be waived. To qualify, the just compensation, based on the R/W Project Funding Estimate, must be no greater than the appraisal waiver limit as defined in the agency’s approved R/W procedures (typically $25,000), the acquisition must be uncomplicated, and the only damages will be minor cost to cure items. The combined estimate of the just compensation plus the cost to cure(s) cannot exceed the agency’s approved waiver limits. The PFE must be based on confirmed comparable sales and must reflect the current market.

For example, if the agency plans to acquire a strip of land that they believe is worth $12,000, but the acquisition will change/limit the owner’s ability to develop their property at some point in the future, the appraisal waiver procedure cannot be used because it is no longer uncomplicated and an appraisal must be prepared by a qualified appraiser.

In such instances where the appraisal is waived, just compensation should be based on current comparable sales. All data used to arrive at just compensation must be included in the project file. When the waiver is used, it is important that the local agency determines that the offer being made is fair and equitable.

In March 2013, WSDOT updated its AOS policy. The local agency must update their Appraisal Waiver Procedure (Form LPA-003), to reflect the new policy. Otherwise, the agency must continue to offer an appraisal for all AOS’s regardless of the amount, as specified in their procedures under the prior policy.

If the LPA has updated their Appraisal Waiver Procedure to reflect the new policy the following applies:

- If the AOS is $10,000 or less, the offer must state that an administrative offer is being made and an appraisal has not been completed.
- If the AOS is $10,001 or greater, the offer must state that an administrative offer is being made, that an appraisal has not been completed and an appraisal will be prepared if requested by the property owner.

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<th>Appraisal Waiver (AOS) Value Limits</th>
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<td><strong>Condition A: $10,000 or Less</strong></td>
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<td>No requirement to offer to provide property owner with an appraisal.</td>
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Under Condition B, if the owner requests an appraisal, the local agency is required to provide and pay for one that meets the standards outlined in Subsection 25.51. See also Form LPA-003 Appraisal Waiver Procedure.
25.6 Appraisal Review

The requirements pertaining to appraisal review of the property to be acquired is provided in Right of Way Manual Chapter 5.

The reviewing appraiser should be knowledgeable of the property values in the project area. The depth of review should be in direct relationship to the difficulty of the particular appraisal. The reviewing appraiser must be either a WSDOT review appraiser, on the approved list of review appraisers maintained by WSDOT, or an employee of the acquiring agency, who is authorized by their approved R/W procedures to review appraisals. To qualify as an agency review appraiser, an individual must, at a minimum, be a Certified General Appraiser with the Washington State Department of Licensing and have successfully completed at least one appraisal review training class approved by WSDOT.

The reviewing appraiser should field inspect the property appraised as well as the comparable sales which the appraiser(s) considered in arriving at the fair market value of the whole property and of the remainder(s), if any. If a field inspection is not made, the file shall contain the reason(s) why it was not made.

The reviewing appraiser shall examine the appraisal reports to determine that they:

1. Are complete in accordance with this manual and contain the criteria required by Right of Way Manual, Chapter 4, Appendix 4-1, Appraisal Guide.

2. Follow accepted appraisal principles and techniques in the valuation of real property interest in accordance with existing state law.

3. Include consideration of compensable items, damage, and benefits, but do not include compensation for items non-compensable under state law.

The reviewing appraiser shall place in the parcel file a signed and dated statement (Form LPA-214b Local Agency Certification of Value) setting forth:

1. An estimate of just compensation including, where appropriate, the allocation of compensation for the property acquired and for damages to remaining property.

2. A listing of the buildings, structures, fixtures, and other improvements on the land which were considered part of the property to be acquired.

3. If applicable, a statement that there is an uneconomic remnant/remainder, and the value of the remainder.

4. A statement that the reviewing appraiser has no direct or indirect present or future interest in such property or in any monetary benefit from its acquisition.

5. A statement that the estimate has been reached independently, without collaboration or direction, and is based on appraisals and other factual data.

.61 Uneconomic Remainders – An uneconomic remainder is defined as a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner’s property and which the agency has determined has little or no value or utility to the owner (49 CFR Part 24.2(27)).
For partial acquisitions, the review appraiser determines (if staff) or recommends (if fee) whether the remainder is uneconomic. If the remainder will no longer have utility to the owner, and the local agency determines that it is uneconomic, the agency must offer to purchase the remainder from the property owner.

See *Right of Way Manual* Section 5-5.2 for detailed instructions regarding the review appraiser’s responsibilities for reporting and documenting uneconomic remainders.

### 25.7 Agency Concurrence for Setting Just Compensation

In conformance with 49 CFR 24.102(d), it is the responsibility of the agency to set just compensation. This can be done by adding a line to the bottom of the review appraiser’s certificate as shown on Form LPA-214b Local Agency Certificate of Value, to the bottom of the Administrative Offer Summary (AOS), or by stating the same information in a separate memo. In either case, the statement must be signed and dated by an employee of the agency who has approving authority prior to the time the offer is made. When a right of way plan revision occurs, a new AOS, appraisal and/or Certificate of Value may be required.

Before initiating negotiations for real property interest, the agency shall establish the just compensation which shall not be less than the approved appraisal of the property and shall make a written offer to acquire in that amount. Appraisals are not required if an AOS has been prepared or if the owner has indicated a willingness to donate the R/W after being informed of their right to receive just compensation. If an appraisal waiver was used to set just compensation, the negotiator must notify the property owner that they can request an appraisal be prepared in accordance with the agency’s Approved Appraisal Waiver procedure. The local agency is responsible for providing and paying for this appraisal.

### 25.8 Title

The agency will acquire evidence of the condition of title for all properties from which real property interest rights are to be acquired. It is suggested that a title report be ordered from a title company and the title to the property acquired cleared so that a policy of title insurance can be issued showing title vested in the agency subject only to those exceptions which can reasonably be accepted. If a title company is not used to provide this information, the acquisition file must include sufficient documentation to validate the signatories on the instruments and show that the interest acquired is free from unreasonable encumbrances.

Special care should be taken to insure that the parties shown as the vested owners by the title evidence are named correctly in the conveyance instruments, and that the parties signing are the same or have authority to sign. The notary acknowledgement form (jurat) should be appropriate for the status of the granting party. See Chapter 8 of the ROW Manual for guidance.

In general, the elements necessary to acquire the needed real property interest(s) are:

1. Acquisition instruments signed by all parties with an interest in the fee title.
2. Releases from mortgages and deeds of trust. If the local agency determines that it wants to accept title subject to a monetary lien, the local agency should look to the Chapter 8 of the ROW Manual for guidance as to informing the owner of their potential risks.
3. Releases of encumbrances, such as easements, which adversely impact the rights being acquired.

4. Releases of priority liens, such as materialman’s liens, judgments, state tax liens, and federal tax liens.

### 25.9 Negotiations

Various requirements in negotiating an acquisition of property are found in *Right of Way Manual* Section 3-4.1C.

#### 91 Qualifications –
If a local agency uses a consultant fee negotiator, the negotiator must meet the applicable state licensing requirements (verify with the Department of Licensing).

For local agency staff to be approved to acquire property without direct supervision by the LAC, they must have either an Associate Degree in real estate or a Bachelor Degree or equivalent experience. In addition, they must have two years full-time experience in real estate acquisition, sales leasing, appraisal, title, escrow, or property management. One year of experience must be in eminent domain acquisition performed according to the provisions of the Uniform Act. Additional experience in eminent domain acquisition can replace education on a year-for-year basis.

Local agencies using staff to negotiate who do not have the necessary qualifications must work closely with the LAC as explained in the Procedures Approval letter.

#### 92 Separation of Functions –
A separation of functions maintains the integrity of the acquiring agency’s transactions. Thus, the appraisal, appraisal review, and negotiations for a parcel are performed by three different persons. It is recognized that the use of two separate individuals as appraiser and negotiator on a low-value acquisition can be both difficult and expensive. The use of a single qualified individual to both appraise (or prepare an AOS) and negotiate a parcel is permitted where the value of the acquisition is $10,000 or less if stated in the local agency’s Approved Procedures. It should be noted that the appraisal shall be reviewed prior to negotiations, and the review appraiser shall be neither the appraiser nor the negotiator.

#### 93 Offer/Summary Statement –
Upon initiation of negotiations, the agency shall provide the owner of real property and/or property rights to be acquired with a summary of the appraisal (they can provide the appraisal to fulfill this requirement), or if an Administrative Offer Summary (AOS) a copy of the comparables, a written offer letter, including a summary of the basis for the amount it has established as just compensation for the proposed acquisition. At a minimum the offer letter shall include the following:

1. The amount established as just compensation.

2. A statement explaining that the offer is based either on WSDOT’s review and analysis of an appraisal(s) of such property made by a qualified appraiser(s) or by an administrative procedure.

3. Identification of the real property to be acquired, including the estate or interest being acquired.
4. Identification of improvements and fixtures considered to be part of the real property to be acquired.

5. The amount of just compensation for the real property to be acquired and any amount included for damages to remaining real property shall be separately stated.

When a right of way plan revision occurs, a new AOS, appraisal and/or Certificate of Value may be required, especially if the acquisition area or the property interests to be acquired changes.

For an AOS offer letter template, see Appendix 25.181(a) or 25.181(b). It should be noted, the local agency should review their current approved Appraisal Waiver Procedure to confirm that the correct language is being used in the offer letter.

.94 Donation – A donation may be accepted only after the owner has waived, in writing, their right to just compensation (see Appendix 25.177). This applies to individuals, businesses, corporations, and other private entities. Donations from government agencies are exempt from these requirements. If a donation is accepted in advance of NEPA clearance, additional documentation will be needed in the ECS form.

.95 Dedication – R/W obtained through normal zoning, subdivision, or building permit procedures may be incorporated into a federal aid project without jeopardizing participation in other project costs.

.96 Statutory Evaluation Allowance (SEA) – The agency must notify the property owner of the availability of a statutory evaluation allowance not to exceed $750 to help defray the owner’s expenses actually incurred in evaluating the agency’s offer (RCW 8.25.020).

.97 Documentation – A diary or negotiator’s log must be maintained for each parcel wherein each individual involved in a negotiation, a relocation, or a property management function shall enter and initial a suitable description of each contact and other information concerning that function. See Section 25.15 for additional direction on preparing diaries. Upon request, the Region LAC will provide explanations and examples of adequate records.

When negotiations are complete, the negotiator shall keep in the project file a signed statement for each parcel that:

1. The written agreement embodies all considerations agreed to by the negotiator and the property owner.

2. The negotiator understands that the acquired property is for use in connection with a federal aid transportation project.

3. The negotiator has no direct or indirect interest in the property or in any monetary benefit from its acquisition, at present or in the future.

4. The agreement has been reached without any type of coercion.

.98 Negotiations by Mail – If no relocation is involved, the local agency may conduct R/W negotiations as follows:

1. Mail to the owner the fair-offer letter, a summary statement (explains nature of acquisition, conditions affecting remainder after construction, and other pertinent details which would have been explained in a face-to-face meeting with owner),
the document of acquisition (deed, easement, or other document required for signature), property plat or sketch showing acquisition limits and effects on any remainder, and a copy of an acquisition brochure. For an AOS offer letter template, see Appendix 25.181(a) or 25.181(b).

2. Within a reasonable period of time, typically about two weeks, make a follow-up phone call (documented in the diary). Answer questions or, if owner requests it, make an appointment for personal contact.

3. Follow normal procedures for further negotiations.

.99 Acquisition of Contaminated Properties – The agency should take reasonable care to determine if properties needed for a project are contaminated. In the case where properties being acquired by the agency will become part of a state highway, the agency must involve WSDOT in the acquisition process as early as possible to ensure that the property will be in an acceptable condition for WSDOT to accept the transfer of ownership. The local agency should contact the LAC if they are considering acquisition of contaminated properties.

.100 Global Settlements – A global settlement is the combining of just compensation and relocation benefits into a lump sum settlement. Because global settlements could compromise the entire project’s federal aid eligibility, FHWA will not accept a project R/W certification if it includes a global settlement. The local agency should contact the LAC if they are considering global settlements.

.101 Functional Replacements – When publicly-owned real property, including land and/or facilities, is to be acquired for a federal aid highway project, in lieu of paying the fair market value for the real property interest, the local agency may provide compensation by replacing the publicly-owned real property with another facility which will provide equivalent utility.

The local agency must contact the LAC if they are considering a functional replacement. **FHWA will be involved in this process and will have final approval.**

25.10 Donated Property

Donations of right of way can be accepted only after the owner has been notified of their rights to receive just compensation. A signed donation statement must be included in each parcel file (Appendix 25.177). Section 323 of 23 USC provides for using the value of donated lands as part of the match against an agency’s contribution to the project. Certain conditions need be met:

- The credit may only be applied to a federal aid project if federal financial assistance was not used in any form to acquire the land. Credit to the matching share may not exceed the matching share of costs for that project and excess costs may not be utilized on other projects.
- The donation must be related to the project requiring the donated land.
- Donations of privately-owned real estate made after April 2, 1987, and subsequent to NEPA clearance, are eligible for credit purposes. If a donation is accepted in advance of NEPA clearance, additional documentation will be needed in the ECS form. The value of publicly-owned real estate donated after June 8, 1998, is eligible for match credit.

For donation letter examples, see Appendix 25.177.
25.11 Administrative Settlements

The Uniform Act requires that “The head of a federal agency shall make every reasonable effort to expeditiously acquire real property interests by negotiation.” Negotiation implies an honest effort by the acquiring agency to resolve differences with property owners. Additionally, the legislative history of the Uniform Act indicates that offers can be flexible, and there is no requirement that they reflect a “take it or leave it position.” Negotiations should recognize the inexact nature of the process by which just compensation is determined. Further, the law requires an attempt by agencies to expedite the acquisition of real property interests by agreements with owners and to avoid litigation and relieve congestion in the courts.

In addition to the mandates of the Uniform Act, there are significant cost savings which can be realized through an increased use of administrative and legal settlements. Cost savings are in the areas of salaries, witness fees, travel, per diem, court costs, etc.

FHWA and WSDOT encourage local agencies to carefully consider and maximize use of administrative settlements in appropriate situations.

An administrative settlement or stipulated settlement is a negotiated settlement of a R/W acquisition case in which the agency has administratively approved payment in excess of fair market value as shown on the agency’s approved just compensation. Since relocation benefits by regulation cannot be waived, care should be taken not to include “relocation” in a blanket settlement as the agency may still be required to pay additional benefits as part of the relocation program. This is sometimes called a global settlement (see Subsection 25.100).

1. **Any administrative settlement which exceeds the fair market value must be documented, thoroughly justified, and the rationale set forth in writing in order to be eligible for federal aid funds.** The extent of written explanation is a matter of judgment and should be consistent with the circumstances and the amount of money involved. If the local agency has any doubt as to eligibility, it should obtain prior approval from WSDOT through the Region LAC.

2. The local agency shall document the following and make it available for review by WSDOT if it is not already part of the agency’s approved procedures:
   a. Identify the responsible official who has the authority to approve administrative settlements.
   b. Describe the procedure for handling administrative settlements.

3. The designated local agency representative may approve an administrative settlement when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the designated official must give full consideration to all pertinent information. The settlement justification must include an analysis of the circumstances of each individual parcel that convince the agency that an administrative settlement is in the agency’s and public’s best interest. This documentation shall be completed and approved by the designated local agency official prior to payment(s) being made. The list below is a sample of items to be considered for an administrative settlement, and should not be used as a template.
• The negotiator’s recorded information, including parcel details, estimates, bids, research information, all available appraisals, including the owner’s and the owner’s rationale for increased compensation. This is the most important part of the justification.

• Recent trends in court awards in cases involving similar acquisition and appraisal problems and the length of time it takes to get on the court’s schedule.

• A statement can be made that condemnation will take additional time and money, but do not attach a dollar amount to the statement since it would be speculative. You should include items such as updating the appraisal for trial, pretrial, conference, staking of right of way, attorney’s expenses, and witness fees (appraisers, consultants, etc.) will be additional incurred costs. You should not speculate about increased project costs resulting from a delay. You could try to quantify your administrative costs resulting from condemnation proceedings such as additional staff time.

• Describe the trial risks based on experience in the particular jurisdiction (e.g., county, city).

Note: Specific information about the parcel, including copies of appraisals, estimates, bids, research information, etc., must carry the most weight in the justification.

For additional guidance, reference Right of Way Manual Section 6-12.

25.12 Relocation

The regulations governing relocation assistance are covered in 49 CFR Part 24.

Those agencies that have trained staff and are approved by WSDOT through the procedures process to provide relocation services may do so. All other agencies should contact their Region LAC for advice on contracting with private consultants. WSDOT does not maintain a list of qualified relocation consultants.

If a project includes relocation, a WSDOT approved relocation plan must be submitted prior to R/W funding authorization. The local agency must have the WSDOT approved relocation plan prior to starting the acquisition process when the project includes relocation.

To maintain a project’s federal aid eligibility, a relocation plan needs to be submitted and approved prior to starting acquisition activities, even if there are no federal funds in a R/W Phase. This is also true in the case of advanced acquisition (see Subsection 25.43).

You may contact WSDOT for sample relocation plans or refer to Right of Way Manual Chapter 12 for guidance. Contact the Region LAC for assistance in preparing relocation plans and carrying out relocation activities.
25.13 Right of Way Certification

Prior to R/W certification, the local agency must ensure that the R/W plans were reviewed and approved as part of the design approval, and are consistent with the PS&E (see Appendix 43.62).

After R/W acquisition has been completed and about one month before the federal aid project is to be advertised for contract, the R/W certification on agency letterhead must be submitted to the Region Local Programs Engineer. FHWA does not formally approve Certificates 1 and 2. For Certificate 1 and 2s, the actual certification date for federal aid projects is the date on the WSDOT Certification Concurrence Letter sent to FHWA. WSDOT Concurrence is required prior to advertisement. For Certificate 3s, the actual certification date is the FHWA approval letter date.

The certification provides the following information and assurances.

1. Sufficient property rights to construct, operate, and maintain the facility as shown on PS&E has been acquired.
2. Right of way has been acquired in accordance with Uniform Act requirements.
3. Relocation assistance has been completed in accordance with the Uniform Act and meets the requirements of Right of Way Manual Chapter 12.
4. Properties acquired in advance of NEPA Clearance (including donations) shall be identified by parcel number. (This information could take the form of an address or a county tax ID if parcel numbers are not assigned.)

For specifics on certification procedures, requirements, and examples, see Right of Way Manual Chapter 17.

25.14 Property Management

If using FHWA funding, the acquiring agency shall establish property management policies and procedures that will assure control and administration of R/W, excess lands, and improvements acquired. These procedures shall establish:

1. Property records showing:
   a. An inventory of all improvements acquired as a part of the R/W.
   b. An accounting of excess properties acquired with FHWA funding.
   c. An accounting of the property management expenses and the rental payments received.
   d. An accounting of the disposition of improvements and the recovery payments received.
2. Methods for accomplishing the clearing of R/W when such clearance is performed separately from the control for the physical construction of the project.
3. The methods for managing the rodent control program.
4. The methods for employing private firms or public agencies for the management of real property interests.
5. The methods for accomplishing the disposition of improvements through resale, salvage, owner retention, or other means.

If the agency permits an owner or tenant to occupy the real property acquired on a rental basis for a short term or for a period subject to termination by the agency on short notice, the amount of rent required shall not exceed the fair rental value of the property to a short-term occupier.

Property management activities shall be handled in a manner consistent with the public interest and designed to reflect the maximum long-range public benefit.

The agency is responsible for the preservation of the improvements and for reasonable safety measures when it has acquired ownership and possession of the property.

Should rights of way, including uneconomic remnants, acquired with FHWA funds become excess, they may be disposed of only with the approval of WSDOT. If the disposal is to a private party, the agency must determine fair market value (either through the appraisal process or by public sale). FHWA will either be credited for its share of the net proceeds of the sale or lease payment, or the agency may use the federal share of the net proceeds for activities eligible for funding under Title 23 of the United States Code for transportation purposes. A disposal may be made to a governmental agency for a continued public highway use without charge, and no credit to FHWA is required; however, a reversionary clause is required in the deed per 23 CFR 710.403.

FHWA approval is required for disposal of any rights of way or uneconomic remnants sold at less than fair market value.

Federal regulations provide for the use of airspace for non-highway purposes above, at, or below the highway’s established gradeline, lying within the approved R/W limits. Allowing an airspace lease for recreational activities could result in the parcel becoming a protected 4(f) resource, costs associated with mitigating impacts to these resources will not be eligible for federal aid participation. The airspace may be put to various public and private uses, such as parks, play areas, parking, trails, etc., as long as it does not interfere with the roadway operations and does not create a safety hazard to the traveling public. Any such lease will need to describe what activities are allowed on the land.

Where an acquiring agency has acquired sufficient legal right, title, and interest in the R/W of a highway on a federal aid system to permit the use of certain airspace, the right to temporary or permanent occupancy or use of such airspace may be granted by the state subject to prior FHWA approval. If the use of airspace is contemplated, the Region LAC should be contacted for more detailed policies and procedures that must be considered.

Upon disposal of R/W by deed, license, lease, permit, easement or similar instrument, the local agency shall include the required Title VI lease/deed provisions, as outlined in Chapter 28 (Exhibit 2C).
25.15 Diaries

.151 General – The diary (also can be referred to as a negotiator’s log) is one of the most important elements of an acquisition or relocation file. It is crucial that it be accurate and complete, for it is frequently the only document in a file that explains how a difficult or complex real property interest transaction proceeded. Diaries are also often the only written documentation that is available to show that R/W transactions were done in compliance with the Uniform Act and 49 CFR Part 24. Therefore, diaries need to provide a complete record of the transaction. They need to be well organized and factual, and they should be written to be understandable by someone unfamiliar with the transaction. Also, they should reference any appropriate documents in the file such as brochures provided to property owners or estimates obtained to support an administrative record.

Each diary entry shall clearly show the month, day, and year of the contact; the name of the individual who made such a contact; how the contact was made (i.e., in person or by phone) and the name(s) of the individual(s) contacted. Each diary entry shall provide a summary of the contact. It is not sufficient to enter a simple posting of events as they occurred. For example, merely recording that the agent presented an offer or that “discussions were held” on a given date is not sufficient. The entry should indicate, at the least, where the event took place, what questions the owner asked and what answers the agent supplied. These elements are at the very heart of the negotiation process, and when an acquisition becomes difficult or negotiations break down, a well written diary may be the most important document protecting the acquiring agency’s interests.

Multiple contacts should not be combined into one diary entry. These entries need to be made as soon as possible to ensure accuracy. Upon completion of activity entry, the specialist should initial each entry. Electronic diaries are recommended. Once a diary is complete, it must be dated and signed at the end.

Diary entries need to be limited to a recitation of the facts because the diary is subject to the rights of discovery by all parties in any court proceeding or appeal case. All persons who participate in negotiations with a property owner to acquire real property interests, whether a staff or consultant agent/negotiator, a member of an agency’s administrative or executive branch, or an agency’s attorney, shall maintain an appropriate diary or log of such activities and discussions with the property owner.

A collection of emails pertaining to the acquisition of a parcel does not constitute a diary. Information taken directly from email correspondence often contributes to a good diary, but care should be taken to exclude extraneous information.

Diaries are further discussed in Right of Way Manual Chapters 3, 6, 8, 9, 12 and 15.
25.16 Document Retention

The acquiring agency shall maintain all records of its R/W activities for at least three years after payment of the final voucher for the project, not per parcel, to demonstrate compliance with 23 CFR 710.201(f).

25.17 Appendices

_Cautionary Note:_ Please contact your LAC prior to changing any templates in the appendices.

- 25.171 Vacant
- 25.172 Right of Way Project Funding Estimate Summary and Description
- 25.173 True Cost Estimate
- 25.174 Vacant
- 25.175 Vacant
- 25.176 Vacant
- 25.177 Donation Statements – Example
- 25.178 Federal Aid Requirement Checklist
- 25.179 Acquisition Process Flowchart
- 25.180 Vacant
- 25.181(a) AOS Offer Letter Template (Offers Less Than $10,000)
- 25.181(b) AOS Offer Letter Template (Offers Between $10,001–$25,000)

25.18 Forms

- LPA-001 Right of Way Procedures
- LPA-003 Appraisal Waiver Procedure
- LPA-205 Certificate of Appraiser
- RES-210 Market Data Sheet
- LPA-214b Local Agency Certification of Value
- LPA-215 PFE Parcel Worksheet
- LPA-216 Administrative Offer Summary (AOS)
- 224-076 EF Governmental Agreement for Aid (For Highwya, Road and Street Purposes Only)
- 224-102 EF Project Review Reimbursable Agreement (“J” Agreement)
### Right of Way Project Funding Estimate Summary

**Project:** [Click here to enter text.]

**Date:** [Click here to enter text.]

**FA #:** [Click here to enter text.]

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Revised 4/30/2014
SAMPLE

NEIGHBORHOOD DESCRIPTION

FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 25 miles (40 km) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 20 acres (8 ha), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR 13), minimum 13,000 square feet (1210 square meters) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minimum area required of 15,000 square feet (1395 square meters) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access points will be controlled at existing locations. The right of way needed is a 20-foot (6-meter) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (2,000 acres (810 ha) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store’s gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.
**True Cost Parcel Worksheet**

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**Parcel #** Click here to enter text.  
**Notes:** Click here to enter text.

**Assessor’s Tax Parcel Number(s):** Click here to enter text.

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**R/W Map Info**

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**Property Costs:**

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(total property A.V. x 1.20) = $ Click here to enter text.

**Or**

**Partial Take:**

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**TOTAL PROPERTY COSTS** (put in column 2 of True Cost) = $ Click here to enter text.

**Administrative Costs (put in respective columns of True Cost):**

1. Appraisal Fee = Click here to enter text.  
2. Appraisal Review Fee = Click here to enter text.  
3. Negotiation Fee = Click here to enter text.  
4. Title and Escrow Fee = Click here to enter text.  
5. Prop. Mgmt. Services = Click here to enter text.  
6. Relocation Services = Click here to enter text.  
7. Relocation Payments = Click here to enter text.  
8. Condemn & Incidental = Click here to enter text.
## True Cost Estimate

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<tbody>
<tr>
<td>Parcel Number</td>
<td>Just Compens</td>
<td>Appraisal Fee Costs</td>
<td>Appraisal Review Fee Costs</td>
<td>Negotiation Fee Costs</td>
<td>Title, Escrow Costs</td>
<td>Prop. Mgmt. Service Costs</td>
<td>Relocation Service Costs</td>
<td>Relocation Payments</td>
<td>Condemn. and Incid. Costs</td>
<td>Total Parcel Costs</td>
</tr>
</tbody>
</table>

Total R/W Costs

---

Appendix 25.172 Right of Way Project Funding Estimate Summary
Revised 4/30/2014
SAMPLE
NEIGHBORHOOD DESCRIPTION
FOR PROJECT: YAKIMA COUNTY: SUNSET HILL ROAD WIDENING No. 311

Date: October 21, 1986

The project vicinity is rural Yakima County lying about 40 km (25 miles) westerly of Yakima city limits in an area commonly called Sunset Hill. The county road connecting the area to the city of Yakima is the Sunset Hill Road, which is currently a two-lane arterial. The area is primarily devoted to agricultural uses, such as cattle raising and forest products, but also is developing with single family lot subdivisions and ranchette residential uses. This part of the county is becoming a bedroom area for commuters to Yakima and several commercial uses have developed along the Sunset Hill Road. Zoning here is Agricultural (AG) minimum 8 ha (20 acres), with areas bordering the Sunset Hill Road zoned Single Family Residential (SR 13), minimum 1 210 square meters (13,000 square feet) per site, and a strip along said arterial between Henderson Road and White Bluff Boulevard being zoned for commercial and/or office uses (CPD), with a minimum area required of 1 395 square meters (15,000 square feet) per site. Utilities available along Sunset Hill Road are Puget Power, West Yakima Water (Community System), PNB telephone, and sewers are by individual septic systems (soils percolate adequately). There appears to be minimal demand for new commercial development along Sunset Hill Road.

Traffic along the Sunset Hill Road is heavy during the rush hour. Hence, the proposed project is to widen this arterial to four traffic lanes with a dual-left turn lane in the center. A traffic light is planned at the intersection of Henderson Road. The project will be at present grade and will include curbing. Access points will be controlled at existing locations. The right of way needed is a 6-meter (20-foot) strip of fee land from each side of Sunset Hill Road between Henderson Road and White Bluff Boulevard.

Eleven parcels will be affected: seven homes, a tree farm (810 ha (2,000 acres) in size), one convenience store, a small wholesale lumber mill, and a new professional (medical) office complex. One of the residences is partially in the take and possibly will require relocating the owner-occupant family. A machine shed on the lumber mill site is partially in the take and it contains tenant-owned equipment. The convenience store’s gasoline dispensers and canopy are partially in the take. About 10 of the 40 parking stalls for the medical office are in the taking, possibly resulting in loss of one tenant. The project should generally benefit the neighborhood by improving traffic flow during the rush hour. The neighborhood should continue to moderately change from agricultural to single family uses, with no major zoning changes immediately foreseeable, since neighborhood commercial services should remain adequate for the next five or more years.
Appendix 25.174

Vacant
Date


Subject: Project Title
Parcel Number

Sirs:

(My/Our) donation of (parcel number or property description) to the (name of local agency) for highway/transportation purposes is made voluntary and with full knowledge of (my/our) entitlement to receive just compensation therefore. (I/We) hereby release the (name of local agency) from obtaining an appraisal of the acquired property.

Sincerely,
Proposed Donation Letter (Through Local Agency)

Date

Regional Administrator/Chief Right of Way Agent
Washington State Department of Transportation
Transportation Building
Olympia, WA 98504

Subject: (Project Title)
(Federal Aid Number)
Parcel Number ____________

Sirs:

The attached instrument for donation of right of way to the agency is in compliance with the provisions of *__________________________________.

Sincerely,

________________________________________  ______________________________________
Concur and Approve                        Accept and Approval

________________________________________  ______________________________________
Title                                     State of Washington
                                            Department of Transportation

*(Typical language)
City/County Commission Resolution No. 111
City/County Ordinance No. 111
City/County Conditional Use Permit No. 111
City/County Building Permit No. 111

(For use when a local agency project is adjacent to WSDOT right of way and WSDOT does not have an active project at this location.)
Appendix 25.178  Federal Aid Requirement Checklist

Federal Aid Requirement Checklist

Informational Only

Agency: Click here to enter text.  Region: Click here to enter text.  Date: Click here to enter text.

Project Federal Aid Number: Click here to enter text.

Project Name: Click here to enter text.

Federal Funds Will Be Used For:

PE: Click here to enter text.  R/W: Click here to enter text.  CONST.: Click here to enter text.

Persons Will Be Displaced: Yes ☐  No ☐

Right of Way Acquired for This Project: Yes ☐  No ☐

<table>
<thead>
<tr>
<th>Reminders</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Real property must be appraised before initiation of negotiations with the owner, per 49 CFR 24.102(c) and 24.108.</td>
<td></td>
</tr>
<tr>
<td>2. Owners must be given an opportunity to accompany each appraiser during his inspection of the property, per 49 CFR 24.102(c).</td>
<td></td>
</tr>
<tr>
<td>3. The acquiring agency must establish just compensation before initiation of negotiations with the owners, per 49 CFR 24.102(d).</td>
<td></td>
</tr>
<tr>
<td>4. No increase or decrease in the FMV due to the project except physical deterioration, is to be considered in the valuation of the property, per 49 CFR 24.103(d).</td>
<td></td>
</tr>
<tr>
<td>5. Appraisals are not to give consideration nor include any allowance for relocation assistance benefits.</td>
<td></td>
</tr>
<tr>
<td>6. The owner is not to be left with an uneconomic remnant that the acquiring agency did not offer to acquire, per 49 CFR 24.102(k).</td>
<td></td>
</tr>
<tr>
<td>7. The owner is to be given a written statement of the amount offered as just compensation, and where appropriate, the compensation for real property to be acquired and the compensation for damages, if any, to the remaining real property shall be separately stated in the written statement, per 49 CFR 24.102(e).</td>
<td></td>
</tr>
</tbody>
</table>
8. No owner shall be required to surrender possession before the agreed purchase price has been paid or the approved amount of compensation has been paid into the court, per 49 CFR 24.102(j).

9. No lawful occupant shall be required to move unless the occupant has been given at least 90 days advance written notice of the earliest date by which the occupant may be required to move, per 49 CFR 24.203(c).

10. The rental amount charged to owners and/or tenants permitted to occupy the property subsequent to acquisition must not exceed the fair rental value for such occupancy, per 49 CFR 24.102(m).

11. No action must be taken to advance condemnation, defer negotiations or condemnation or taken any other action coercive in nature in order to compel an agreement on the price to be paid for the property, per 49 CFR 24.102(h).

12. The acquiring agency must acquire an equal interest in all buildings, etc., located upon the real property acquired, per 49 CFR 24.105.

13. The acquiring agency must pay recording fees, transfer taxes, etc.; penalty costs for pre-payment of a pre-existing mortgage and the pro rata share of real property taxes paid subsequent to vesting title in the acquiring agency, per 49 CFR 24.106.

14. No property owner can voluntarily donate his property prior to being informed of his right to receive just compensation.

15. Provisions have been made for rodent control should it be necessary.

16. No owner was intentionally required to institute legal proceedings to prove the fact of the taking of his real property.
**Acquisition Process**

### Pre-Negotiations
- Make property owner aware of negotiations process through project meetings or preliminary visit
- Pre-negotiation coordination with other offices, scheduling of appointment with owner(s) or representative (if by mail, prepare package)
- Mail negotiation package (letter, summary statement, notices, option agreement)
- Initial contact in person

### Negotiations
- Present negotiation package (letter, summary statement, notices, option agreement)
- Log contacts
- Deed/Option signed
- Option accepted
- Log contacts
- Administrative settlement
- Mediation successful
- File condemnation deposit FMV
- Legal settlement

### Closing/Condemnation
- Settlement (prepare settlement statement, releases, deed, etc.)
- Closing and possession (payment of just compensation)
Appendix 25.181(a)  
(Offers Less Than $10,000)

AOS Offer Letter Template

Date

______________________________
______________________________
______________________________

Subject: Project Title
FA Number
Parcel Number

Dear:
The [agency name] plans to proceed with the above-titled public project. As a part of
the project, we need to purchase your property and/or property rights identified on the
“Right of Way Plan” by the “parcel number” listed above. The bearer of this letter is
the Agency’s agent in completing this transaction.

In those cases where property rights being acquired involve a payment of less than
$10,000, the agency will administratively establish an amount to be offered. This
administrative offer is based on market research performed by a person having
sufficient understanding of the local real estate market.

You may wish to employ professional services to evaluate the Agency’s offer. If you
do so, we suggest that you employ well-qualified evaluators so that the resulting
evaluation report will be useful to you in deciding whether to accept the Agency’s
offer. The Agency will reimburse up to $750.00 of your evaluation costs upon
submission of the bills or paid receipts.

An administrative offer of $__________ is being made for your property or property
rights. This offer consists of:
• describe acre/square feet of acquisition
• type of acquisition – fee, easement, temporary construction easement
• improvements
• minor cost to cure damages

If you have personal property presently located on the property being acquired by the
Agency that needs to be moved, the Agency will reimburse you for the cost of moving
it through the Relocation Assistance program.
(If the acquisition will result in the displacement of person or personal property, add the following paragraph)

Owners and tenants of dwellings, businesses, farm operations, or nonprofit organizations being displaced cannot be required to move from the referenced property without being given a written assurance of at least 90 days prior to the date by which they will be required to vacate the property. In most cases, the Agency will provide this assurance in the relocation letter entitled, “Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance.” Occupancy of the property beyond the date the Agency acquires possession will require that a rental agreement be signed and rent be paid.

Payment for your property and/or property rights will be made available to you after acceptance of the Agency’s offer. The date on which payment is made available to you is called the “payment date.” On that date, the Agency becomes the owner of the property and/or property rights purchased and responsible for its control and management.

(Optional paragraph)

If you decide to reject the Agency’s offer, the Agency, acting in the public interest, will use its right of eminent domain to acquire your property for public use.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned.

May we please have your early reply as to acceptance or rejection of this offer?

Thank you.
Sincerely,

By: Agent
000-000-0000

Receipt of this letter is hereby acknowledged.
I understand that this acknowledgment does not signify my acceptance or rejection of this offer.

Signature __________________________  Date __________________________
Date

______________________________
______________________________
______________________________

Subject: Project Title
FA Number
Parcel Number

Dear:
The (agency name) plans to proceed with the above-titled public project. As a part of
the project, we need to purchase your property and/or property rights identified on the
“Right of Way Plan” by the “parcel number” listed above. The bearer of this letter is
the Agency’s agent in completing this transaction.

In those cases where property rights being acquired involve a payment greater than
$10,001 and less than $25,000, the agency will administratively establish an amount to
be offered. This administrative offer is based on market research performed by a
person having sufficient understanding of the local real estate market.

You may wish to employ professional services to evaluate the Agency’s offer. If you
do so, we suggest that you employ well-qualified evaluators so that the resulting
evaluation report will be useful to you in deciding whether to accept the Agency’s
offer. The Agency will reimburse up to $750.00 of your evaluation costs upon
submission of the bills or paid receipts.

You have the right to request the agency appraise your property any time prior to
accepting the offer.

An administrative offer of $_______ is being made for your property or property
rights. This offer consists of:
• describe acre/square feet of acquisition
• type of acquisition – fee, easement, temporary construction easement
• improvements
• minor cost to cure damages

If you have personal property presently located on the property being acquired by the
Agency that needs to be moved, the Agency will reimburse you for the cost of moving
it through the Relocation Assistance program.
(If the acquisition will result in the displacement of person or personal property, add the following paragraph)

Owners and tenants of dwellings, businesses, farm operations, or nonprofit organizations being displaced cannot be required to move from the referenced property without being given a written assurance of at least 90 days prior to the date by which they will be required to vacate the property. In most cases, the Agency will provide this assurance in the relocation letter entitled, “Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance.” Occupancy of the property beyond the date the Agency acquires possession will require that a rental agreement be signed and rent be paid.

Payment for your property and/or property rights will be made available to you after acceptance of the Agency’s offer. The date on which payment is made available to you is called the “payment date.” On that date, the Agency becomes the owner of the property and/or property rights purchased and responsible for its control and management.

(Optional paragraph)

If you decide to reject the Agency’s offer, the Agency, acting in the public interest, will use its right of eminent domain to acquire your property for public use.

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to direct any questions you may have to the undersigned.

May we please have your early reply as to acceptance or rejection of this offer?

Thank you.

Sincerely,

By: Agent

000-000-0000

Receipt of this letter is hereby acknowledged.
I understand that this acknowledgment does not signify my acceptance or rejection of this offer.

Signature __________________________________ Date _____________________
The (name of Local Agency), hereinafter referred to as “AGENCY”, desiring to acquire Real Property in accordance with the state Uniform Relocation Assistance and Real Property Acquisition Act (Ch. 8.26 RCW) and state regulations (Ch. 468-100 WAC) and applicable federal regulations hereby adopts the following procedures to implement the above statutes and Washington Administrative Code. The AGENCY is responsible for the real property acquisition and relocation activities on projects administered by the AGENCY. To fulfill the above requirements the AGENCY will acquire right-of-way in accordance with the policies set forth in the Right of Way Manual M 26-01 and Local Agency Guidelines. The AGENCY has the following expertise and personnel capabilities to accomplish these functions:

1. The following relate to the AGENCY’s request.
   a. Below is a list of responsible AGENCY positions, for which the AGENCY has qualified staff to perform the specific right-of-way function(s). Attached is a listing of each individual on the AGENCY staff who currently fill those positions below, and a brief summary of their qualifications pertaining to the specific right-of-way function(s) for which they are listed. This list shall be updated whenever staffing changes occur. The AGENCY will be approved to acquire based upon staff qualifications.
      i. PROGRAM ADMINISTRATION
         Title of AGENCY Position (employee name & qualifications attached)
      ii. APPRAISAL
         Title of AGENCY Position (employee name & qualifications attached)
      iii. APPRAISAL REVIEW
         Title of AGENCY Position (employee name & qualifications attached)
      iv. ACQUISITION
         Title of AGENCY Position (employee name & qualifications attached)
      v. RELOCATION
         Title of AGENCY Position (employee name & qualifications attached)
      vi. PROPERTY MANAGEMENT
         Title of AGENCY Position (employee name & qualifications attached)
b. Any functions for which the AGENCY does not have staff will be contracted for with WSDOT, another local agency with approved procedures or an outside contractor. An AGENCY that proposes to use outside contractors for any of the above functions will need to work closely with the WSDOT Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. When the AGENCY proposes to have a staff person negotiate who is not experienced in negotiation for FHWA funded projects, the LAC must be given a reasonable opportunity to review all offers and supporting data before they are presented to the property owners.

c. An AGENCY wishing to take advantage of an Appraisal Waiver procedure on properties valued up to $25,000 or less should make their proposed waiver procedure a part of these procedures. The procedure outlined in LAG manual has already been approved using RES form LPA-003. The AGENCY may submit a procedure different than that shown and it will be reviewed and approved if it provides sufficient information to determine value.

d. Attached is a copy of the AGENCY’s administrative settlement procedure showing the approving authority(s) and the procedure involved in making administrative settlements.

2. All projects shall be available for review by the FHWA and WSDIT at any time and all project documents shall be retained and available for inspection during the plan development, right-of-way and construction stages, and for a three year period following acceptance of the projects by WSDOT.

3. Approval of the AGENCY’s procedures by WSDOT may be rescinded at any time the AGENCY is found to no longer have qualified staff or is found to be in non-compliance with the regulations. The rescission may be applied to all or part of the functions approved.

Washington State Department of Transportation

Approved By:

Real Estate Services

Date
Waiver of Appraisal Procedure

The (enter name of agency above),
hereinafter referred to as “AGENCY”, desiring to acquire Real Property according to
23 CFR, Part 635, Subpart C and State directives and desiring to take advantage of the
$25,000.00 appraisal waiver process approved by the Federal Highway Administration
(FHWA) for Washington State, hereby agrees to follow the procedure approved for the
Washington State Department of Transportation (WSDOT) as follows:

Rules
1. The AGENCY may elect to waive the requirement for an appraisal if the
acquisition is simple and the compensation estimate indicated on the Project
Funding Estimate (PFE) is $25,000.00 or less including cost-to cure items. A True
Cost Estimate shall not be used with this procedure.
2. The AGENCY must make the property owner(s) aware that an appraisal has not
been completed on the property for offers $10,000 or less.
3. The AGENCY must make the property owner(s) aware that an appraisal has not
been completed on the property for offers over $10,000 and up to $25,000, and that
an appraisal will be prepared if requested by the property owner(s).
4. Special care should be taken in the preparation of the waiver. As no review is
mandated, the preparer needs to assure that the compensation is fair and that all the
calculations are correct.

Procedures
1. An Administrative Offer Summary (AOS) is prepared using data from the PFE.
2. The AOS is submitted to the (enter name of position Title Only) for approval.
3. The (enter name of position Title Only) signs the AOS authorizing a first offer to
the property owner(s).

Approved
AGENCY

By
Real Estate Services
Washington State Department of Transportation
Appendix LPA-205

Certificate of Appraiser

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this appraisal are true and correct;
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conclusions, and are my personal, unbiased professional analyses, opinions, and conclusions;
- I have no present or prospective interest in the property that is the subject of this appraisal, and I have no personal interest or bias with respect to the parties involved;
- my compensation is not contingent upon the reporting of a predetermined value or direction that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event;
- my analyses, opinions, and conclusions were developed, and this appraisal has been prepared, in conformity with the appropriate State and Federal laws, regulations, policies and procedures applicable to the appraisal of right of way for such purposes;
- I have made a personal inspection of the property that is the subject of this report. I have made a personal inspection of the comparable sales contained in the report addenda;
- I have afforded the owner or a designated representative of the property that is the subject of this appraisal the opportunity to accompany me on the inspection of the property.
- no one provided significant professional assistance to the person signing this report. (If there are exceptions, the name of each individual providing significant professional assistance must be stated);
- I have disregarded any increase in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation. I have disregarded any decrease in Fair Market Value caused by the proposed public improvement or its likelihood prior to the date of valuation, except physical deterioration within the reasonable control of the owner;

The property has been appraised for its fair market value as though owned in fee simple, or as encumbered only by the existing easements as described in the title report dated Click here to enter text.

The opinion of value expressed below is the result of, and is subject to the data and conditions described in detail in this report of Click here to enter text pages.

Parcel Number: Click here to enter text.
Federal Aid Number: Click here to enter text.
Project: Click here to enter text.
Map Sheet of Sheets: Click here to enter text.
Map Approval Date: Click here to enter text.
Date of Last Map Revision: Click here to enter text.

Certificate of Appraiser
I made a personal inspection of the property that is the subject of this report on Click here to enter text.

The Date of Value for the property that is the subject of this appraisal is Click here to enter text.

Per the FAIR MARKET VALUE definition contained in the Acquisition Appraisal Salient Information (see Addenda), the value conclusions for the property that is the subject of this appraisal are on a cash basis and are:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fair Market Value Before Acquisition</td>
<td>$ Click here to enter text.</td>
</tr>
<tr>
<td>Fair Market Value After Acquisition</td>
<td>$ Click here to enter text.</td>
</tr>
<tr>
<td>Difference</td>
<td>$ Click here to enter text.</td>
</tr>
</tbody>
</table>

Date of Assignment or Contract

Date Signed

Name

Signature

Washington State-certified general real estate appraiser certification number:

Click here to enter text.

Do Not Write Below This Line

Agency Date Stamp
Appendix RES-210

Market Data Sheet

1. Address or Location: Click here to enter text.
2. Sale Sketch and Photo are on Following Page: Click here to enter text.
3.  
   a. Access: Click here to enter text.
   b. Use at Sale: Click here to enter text.
   c. H & B Use: Click here to enter text.
   d. Zoning: Click here to enter text.
   e. Dimensions: Click here to enter text.
   f. Area: Click here to enter text.
   g. Sale Date: Click here to enter text.
   h. Price: $ Click here to enter text.
   i. Instrument Type: Click here to enter text.
   j. Terms: Click here to enter text.
   k. Ex.Tax# or AF #: Click here to enter text.
   l. Seller: Click here to enter text.
   m. Buyer: Click here to enter text.
   n. Confirmed with: Click here to enter text.  
      Phone #: Click here to enter text.  
      Date: Click here to enter text.
   o. Confirmed by: Click here to enter text.
   p. Date Inspected: Click here to enter text.
4. Legal Description or Tax Parcel Number: Click here to enter text.
5. Physical Characteristics (description at sale, confirmation information, changes since sale, etc.):  
   Click here to enter text.
   a. Property Description: Click here to enter text.
   b. Confirmation Data and Comments: Click here to enter text.
6. Analysis:

<table>
<thead>
<tr>
<th>Item</th>
<th>Contribution Value</th>
<th>Market Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Buildings:</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other (Site, Yard, etc.):</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Total Sale Price</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
Appendix LPA-214b  Local Agency Certification of Value

Local Agency Certification of Value

Certificate of Value Number: Click here to enter text.  Parcel Number: Click here to enter text.
Owner: Click here to enter text.
Federal Aid Number: Click here to enter text.
Project: Click here to enter text.

To: Click here to enter text.
From: Click here to enter text.
Map Approval Date: Click here to enter text.
Date of last map revision: Click here to enter text.

The following appraisals have been made on subject property:

<table>
<thead>
<tr>
<th>Appraiser</th>
<th>Date of Valuation</th>
<th>Before Value</th>
<th>After Value</th>
<th>Value Difference</th>
<th>Appraiser’s Taking</th>
<th>Allocation Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

The following prior determinations of value have been made on the subject property:

<table>
<thead>
<tr>
<th>Reviewer</th>
<th>Date of Valuation</th>
<th>Appraiser</th>
<th>Prior DV</th>
<th>DV Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
<td>Click here to enter text.</td>
</tr>
</tbody>
</table>

Reviewer’s inspection and analysis: List buildings, structures, fixtures and improvements to be acquired. Explain variances, if any, between reviewer’s findings and appraisal(s). Use back if needed.

A (type of report) appraisal report has been prepared and reviewed. I am qualified by education and experience to perform this appraisal review competently. I inspected the subject and the sales on Click here to enter text. The appraisal problem is to evaluate the impact of the fee simple acquisition of Click here to enter text.

Describe subject briefly. (Include zoning, description of imps, if any, size, shape, topography, access, available public utilities, highest and best use.): Click here to enter text.

Describe acquisition: Click here to enter text.

Discuss sales, including range of values and concurrence with appraiser: Click here to enter text.

Discuss Remainder briefly: (Including zoning, description of imps, if any, size, shape, topography, access, available public utilities.)

Discuss Sales, including range of values and concurrence with appraiser: Click here to enter text.

Discuss damages: Click here to enter text.

Allocation: Click here to enter text.

Acquisition:

Land

Fee: $ Click here to enter text.
Easement: $ Click here to enter text.
Total Land: $ Click here to enter text.

Improvements
Building(s) (if any): $Click here to enter text.
Site: $Click here to enter text.
Total Improvements: $Click here to enter text.
Total Acquisition: $Click here to enter text.
Total Compensation: $Click here to enter text.

The market data is adequate and appropriate. In general, the appraisal uses the correct methods and techniques. The market conclusions are reasonable and fit the evidence. The cost and income approaches were not applied as this is a land valuation problem. This review is subject to the "SALIENT INFORMATION" and "ASSUMPTIONS AND LIMITING CONDITIONS" statements on file with the Appraisal Program Manager at the Olympia Service Center.

Reviewer's Determination of Value (This Review):
Value Before Acquisition: $Click here to enter text.
Value After Acquisition: $Click here to enter text.
Just Compensation: $Click here to enter text.
Reviewer's allocation of just compensation:
Acquisition: $Click here to enter text.
Damages: $Click here to enter text.

Optional paragraph, when needed: The remaining (direction) portion of the subject property may prove to be lacking utility for continued use by the current owner because $Click here to enter text. Although the owner may choose to retain this property, it is my opinion that it is an uneconomic remnant with a value of $Click here to enter text.

I, the review appraiser, certify that, to the best of my knowledge and belief:
1. The facts and data reported by the review appraiser and used in the review process are true and correct.
2. The analyses, opinions, and conclusions in this review report are limited only by the assumptions and limiting conditions stated in this review report, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report.
5. I have made the appraisal review and prepared this report in conformity with the Uniform Appraisal Standards for Federal Land Acquisition.
6. I have made the appraisal review and prepared this report in conformity with the Appraisal Foundation’s Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP’s Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions.
7. I did personally inspect the subject property of the report under review.
8. No one provided significant professional assistance to the person signing this review report.

LPA-214b Local Agency Certification of Value Page 2 of 3
Revised 4/30/2014 Parcel Number $Click here to enter text.
I further certify that I understand that if the determination is to be used in conjunction with a Federal aid highway project or other federally funded project, and because of items compensable under State law, but not eligible for Federal reimbursement, none of the approved just compensation is ineligible for Federal reimbursement.

Washington State-certified general real estate appraiser certificate number: Click here to enter text.

Signature
Review Appraiser, Washington State Department of Transportation

Date

Acquiring Agency Concurrence and Authorization:

The [Name of Agency] does hereby indicate the concurrence with the estimate of Just Compensation discussed above and does authorize further action by [Agency] to proceed with the acquisition of the designated property according to established procedures. (Optional: I concur that the remainder may be of little or no utility or value to the owner and am declaring it an uneconomic remnant with a value of $Click here to enter text.)

Title
Name of Agency

Date

Parcel Number
Click here to enter text.
PFE Parcel Worksheet

Project: Click here to enter text.
Owners Name: Click here to enter text.
Property Location: Click here to enter text.
Before Area: Click here to enter text. After Area: Click here to enter text.

Acquisition Area:
- Fee: Click here to enter text. (area) Click here to enter text. (type)
- Easement: Click here to enter text. (area)

Current Use: Click here to enter text. Zoning: Click here to enter text.

Highest and Best Use: Click here to enter text.
Effects of Acquisition: Click here to enter text.
Assessed Value:
- Land: $Click here to enter text. Unit Value: $ Click here to enter text.
- Improvements: $Click here to enter text.

Sales Relied On: Click here to enter text. (Contained in Data Package for this project dated Click here to enter text.)

Subject Sold within last 5 Years? ☐ Yes ☐ No
If yes, is Sale included in Data package? Click here to enter text.

Acquisition Compensation

<table>
<thead>
<tr>
<th>Fee</th>
<th>Unit Value</th>
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<tbody>
<tr>
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<td>Click here to enter text. (type and size)</td>
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<td>Click here to enter text. (type and size)</td>
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</tbody>
</table>

Total: Click here to enter text.

Sheets: Click here to enter text. of Click here to enter text. Sheets
Worksheet Date: Click here to enter text.

Plan Approval Date: Click here to enter text. Revision Date: Click here to enter text.
Worksheet Date: Click here to enter text.
**Administrative Offer Summary Number**

Project:  
Sheets:  
Plan Approval Date:  
Revision Date:  
Federal Aid Number:  
Tax Account Number:  
Owners Name:  
Property Location:  
Before Area:  
After Area:  
Acquisition Area:  
Fee:  
Easement:  
Current Use:  
Zoning:  
Highest & Best Use:  
Vacant:  
Improved:  
Effects of Acquisition:  
Sales Relied On:  
(contained in Data Package for this project dated  
Subject Sold within last 5 years?  
If yes, is Sale included in Data package?  
If no, explain why not:  
**Acquisition Compensation**

<table>
<thead>
<tr>
<th>Fee:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Land (Area)</td>
<td>(Unit Value)</td>
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<tr>
<td>Improvements (type and size)</td>
<td>(Unit Value)</td>
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<tr>
<td>Easement (type and size)</td>
<td>(Unit Value)</td>
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<td>Damages</td>
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</table>

Worksheet Date:  
Total:  

LPA-216 Market Data  
Revised 4/30/2014  
Parcel Number:  

Page 1 of 2
Prepared By: Click here to enter text.  
Date: Click here to enter text.

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

Authorized Signatory

Date

This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of “appraisal” in 49 CFR 24.102(c)(2).
Governmental Agreement for Aid
Appendix Form 224-076 EF  Road and Street Purposes Only)

Washington State Department of Transportation

Government Agreement For Aid
Work by State - Actual Cost

<table>
<thead>
<tr>
<th>Organization and Address</th>
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</table>

Agreement Number
Federal Employers I.D. Number
Region
Land Acquisition, Relocation, and Related Services
(For Highway, Road, and Street Purposes Only)

THIS AGREEMENT, made and entered into by and between the Washington State Department of Transportation, hereinafter the “WSDOT,” and the above named organization, hereinafter the “AGENCY.”

WHEREAS, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, 84 Stat. 1894) amended by Uniform Relocation Act Amendments of 1987 (PL 100-17, 101 Stat. 246-256) as implemented by the United States Department of Transportation (49 CFR 24), Chapter 8.26 Revised Code of Washington (RCW), and Chapter 468-100 Washington Administrative Code (WAC), all of which are hereinafter referred to as the REGULATIONS, establish a uniform policy for the expedient and consistent treatment of owners subjected to land acquisition practices and provide for the fair and equitable treatment of persons displaced in connection with or as a result of public works programs or projects of a State agency or local public body; and

WHEREAS, the AGENCY may propose to acquire or to administer the acquisition of real property in connection with public works programs or projects which may necessitate displacement of an individual, a family, business, farm, or nonprofit organization; and

WHEREAS, the DEPARTMENT has an established organization to complete project impact studies and to conduct land acquisition, property management, and relocation assistance programs in compliance with the REGULATIONS and is empowered to provide such services to other governmental agencies pursuant to RCW 47.28.140; and

WHEREAS, the AGENCY, assures the DEPARTMENT that the AGENCY’s requests for services under this AGREEMENT will not result from bidding, negotiation, or other competition involving private enterprise; and

WHEREAS, the AGENCY may desire to obtain such services from the DEPARTMENT and the DEPARTMENT is willing to furnish such services to the AGENCY, and both deem it in the interest of the public to enter into this AGREEMENT;

WHEREAS, the actual work to be performed shall be specified in a Task Assignment signed by both parties;

WHEREAS, the AGENCY shall pay for any work identified in a Task Assignment as specified by the terms of the Task Assignment and this AGREEMENT;

NOW, THEREFORE, in consideration of the stated premise and in the interest of providing expedient, fair, equitable, and uniform treatment of landowners and persons to be displaced by proposed land acquisition projects and pursuant to RCW 8.26.095, the parties hereto agree as follows:

I   GENERAL

A. The DEPARTMENT shall, to its maximum ability, provide the AGENCY with impact study, appraisal, appraisal review, acquisition, relocation assistance, or property management services described hereinafter, all in accordance with the appropriate elements of the department's operating requirements set forth in the departmental publication M26-01 (HW), Right of Way Manual, except where specific operating requirements are otherwise described herein. All such requirements shall conform to the REGULATIONS. All work to be performed shall be identified in a Task Assignment signed by both parties.
B. The normal workload of the department shall have priority over any work performed under this AGREEMENT or any Task Assignment. The work performed under this AGREEMENT and the associated Task Assignments shall be pursued with care and diligence, making every effort to recognize pertinent schedules of the AGENCY. The DEPARTMENT shall promptly notify the AGENCY of any hardship or other inability to perform under this AGREEMENT including postponement of the agency's work due to priority given to the department's work.

C. This AGREEMENT may be increased or decreased in scope or character of work to be performed if such change becomes necessary, but any such change shall be accomplished by written supplement executed by all parties to said AGREEMENT.

D. The parties shall agree on a satisfactory completion date for work performed under any Task Assignment ("work completion date"), which shall be specified in the Task Assignment. The AGENCY shall, upon satisfactory completion of work performed pursuant to a Task Assignment, issue a letter of acceptance that shall include a release and waiver of all future claims or demands of any nature resulting from the performance of the work under the Task Assignment. If the DEPARTMENT does not receive a letter of acceptance within 90 days following the work completion date, the work will be considered accepted by the AGENCY. The AGENCY may withhold acceptance of work by submitting written notification to the DEPARTMENT within a 90-day period. This notification shall include the reasons for withholding acceptance.

II WORK ASSIGNMENT/REQUEST

A. Specific assignments shall be made in the form of a written Task Assignment to the DEPARTMENT by the AGENCY and signed by both parties. Each Task Assignment shall contain an agreed upon budget and schedule for all services to be rendered. AGENCY approval is required for budget and schedule changes. The agreed upon budget will include estimated DEPARTMENT staff and related costs in addition to applicable acquisition/relocation cost estimates. The AGENCY shall make such assignments before any negotiations for property acquisition and before any discussion of price with the property owner, when required by the REGULATIONS.

B. The AGENCY shall furnish the DEPARTMENT with all information that has been compiled by or is available to the AGENCY concerning the property to be affected by each particular project. Such information shall include, but not be limited to, copies of approved right of way plan sheets showing limits of parcels, rights to be acquired, and sufficient engineering data to develop legal descriptions; a list identifying each property affected by the project by parcel number; a tabulation of improvements on each property; the geographical location and boundaries of each property; and a description of how the project affects each property.

C. The DEPARTMENT shall furnish all labor, materials, supplies, and incidentals necessary to complete the work assigned by the AGENCY and shall furnish all information necessary to the conduct of a land acquisition program.

D. The DEPARTMENT will at its discretion and upon written request from the AGENCY furnish the following as required:

Impact Studies: Impact studies shall be made and reported in written narrative addressing potential influences by a program or project on land economics or land use factors, displacement/relocation factors, acquisition costs, and relocation plans, as requested.

Appraisal: Property shall be evaluated and value conclusions reported to conform with departmental operating requirements. Any request by the AGENCY for court preparation and testimony will be a separate Task Assignment under this AGREEMENT and shall be submitted to the DEPARTMENT in a timely manner to provide not less than ninety (90) days notice in advance of any expected court appearance.

Appraisal Review: Appraisal reports shall be reviewed to conform with departmental operating requirements for validity of value conclusions provided such reports are accompanied by a copy of the appraiser's contract and provided that the AGENCY (or its agent) has determined that such reports appear to comply with the agency's procedural requirements and include adequate description of the property appraised and the interest to be acquired and appear to include adequate data supporting said conclusions. The AGENCY shall be responsible for obtaining any necessary replacements for unacceptable appraisal reports or for obtaining any substantive revisions of inadequate reports where such reports were furnished to the DEPARTMENT by the AGENCY.

Acquisition: Every reasonable effort will be made to acquire real property by negotiations in accordance with the REGULATIONS and the AGENCY's condemnation authority, including the AGENCY's authority to acquire limited access where applicable. The DEPARTMENT shall attempt to acquire all property within the project limits without commencing condemnation proceedings. A written offer will be presented to each owner at the time price is first discussed for the property. The offer will be documented and retained as part of the parcel file. Individual parcel diaries will be maintained containing adequate written records of the negotiations including, but not limited to, the following:
1. Date and place of contacts;
2. Persons present;
3. Offers made (actual dollar amount);
4. Counter offers made;
5. Reasons settlement could not be reached (if appropriate).

Each request by the AGENCY shall specify the name of the grantee in whose name the property is to be conveyed. The DEPARTMENT shall provide the AGENCY with deeds to all property acquired and, wherever possible, instruments to clear encumbrances of title from those deeds. The DEPARTMENT will provide information leading to clearing of encumbrances that the DEPARTMENT cannot clear without legal action. Upon completion of a review of each acquisition by the DEPARTMENT’s Title Section, all instruments and materials pertaining thereto will be provided to the AGENCY. Clearing remaining encumbrances of title and making the actual payment for the property shall be the responsibility of the AGENCY. Should it become apparent that negotiations for attempted acquisition have reached an impasse and sufficient time has elapsed for a property owner to make a decision, the DEPARTMENT will, either at its discretion or upon written request by the AGENCY, submit to the AGENCY a condemnation report that will contain a summary of negotiations, amounts of counter offers, if any, and other historic data relative to such attempted acquisition. The actual filing of condemnation and subsequent litigation shall be the responsibility of the AGENCY.

Relocation Assistance: Relocation assistance services shall be provided to conform with departmental operating requirements. All relocation payment claims presented by displacees will be processed by the DEPARTMENT, but the actual disbursement of monies shall be made by the AGENCY. As may be requested by the AGENCY, the DEPARTMENT may assist the AGENCY, on a case by case basis, with an appeal as to relocation assistance benefits filed by an aggrieved displacee. However, the AGENCY shall remain responsible for any appointment of a hearing officer, conducting hearings, maintaining records thereof, and rendering the final decision of the AGENCY.

Property Management: Effective management of agency-controlled properties will be provided in the name of the AGENCY in conformity with departmental operating requirements.

E. At the completion of the Task Assignment, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

III

PAYMENT

The DEPARTMENT shall be paid by the AGENCY for completed work and for services rendered under this AGREEMENT and associated Task Assignments as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, and incidental necessary to complete the work. The DEPARTMENT acknowledges and agrees that only those costs actually allocable to a project shall be charged to such project.

A. The DEPARTMENT shall be reimbursed in full by the AGENCY for its direct and related indirect costs accumulated in accordance with its current accounting procedures.

B. Partial payments will be made by the AGENCY within 30 days of receipt of the billings from the DEPARTMENT. Billings will not be more frequent than one per month. It is agreed that payment of any particular claim will not constitute agreement as to the appropriateness of any item and that at the time of final billing all required adjustments will be made.

C. Upon termination of this AGREEMENT as provided in Section VI, the DEPARTMENT shall be paid by the AGENCY for services rendered to the effective date of termination less all payments previously made. No payment shall be made by the AGENCY for any expense incurred or work done following the effective date of termination unless authorized, in writing, by the AGENCY.

D. Final payment of any balance due the DEPARTMENT of the ultimate gross reimbursable amount, prior to the effective date of termination, will be made upon ascertainment of such balance by the DEPARTMENT and certification thereof to the AGENCY.

IV

LEGAL RELATIONS

A. INDEMNIFICATION: Each of the parties to this AGREEMENT shall protect, defend, indemnify and save harmless the other party from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including without limitation, reasonable attorney’s fees, arising out of or related to the terms, covenants or conditions of this AGREEMENT and such parties’ performance or failure to perform any aspect of this AGREEMENT; provided, however, that if the claims or suits are caused by or result from the concurrent negligence of (a) the AGENCY, its agents or employees, and (b) the DEPARTMENT, its agents or employees, including those actions covered by RCW 4.24.115, the obligations shall be valid and enforceable only to the extent of the parties’ negligence; and provided further, that nothing herein shall require either party to hold harmless or defend the other party from any claim arising from the sole negligence of the other party.
B. DISPUTE RESOLUTION:

1. The AGENCY and the DEPARTMENT shall confer to resolve disputes that arise under this AGREEMENT as requested by either party.

2. The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this agreement:

   **AGENCY**                  **DEPARTMENT**
   Name/Title: ___________________________ Region Real Estate Services Manager
   Address: ___________________________

3. In the event the Designated Representatives are unable to resolve the dispute, the following individuals shall confer and resolve the dispute.

   **AGENCY**                  **DEPARTMENT**
   Name/Title: ___________________________ Real Estate Services Program Administrator
   Address: ___________________________ PO Box 47338, Olympia, WA 98504-7338

The AGENCY and the DEPARTMENT agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

C. VENUE: In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington.

V NONDISCRIMINATION

The DEPARTMENT shall comply with Chapter 49.60 RCW and with Title VI of the Civil Rights Act of 1964, 42 USC § 2000d et seq. With respect to the work to be performed by the DEPARTMENT during the contract, the DEPARTMENT shall not discriminate on the grounds of race, color, sex, national origin, marital status, age, or the presence of any sensory, mental, or physical handicap in the selection and retention of agents, subcontractors or in the procurement of services or materials, leases, or equipment.

VI COMMENCEMENT AND TERMINATION OF AGREEMENT

The work is of a continuing nature and will be in force as of the date of this AGREEMENT. The DEPARTMENT may terminate this AGREEMENT at any time upon not less than sixty (60) days written notice to the AGENCY with or without cause. The AGENCY may terminate this AGREEMENT or Task Assignment at any time provided that the AGENCY reimburses the DEPARTMENT for all direct and indirect costs incurred to date. This AGREEMENT shall terminate five years from the date of execution hereof unless otherwise terminated or unless extended in writing signed by both parties. Upon termination of this AGREEMENT, the DEPARTMENT will turn over to the AGENCY all records including appraisal and appraisal review reports, acquisition, relocation assistance, and property management records pertinent to the work performed by the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year last written below.

**AGENCY**

By: ___________________________
Title: ___________________________
Date: ___________________________

**STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION**

By: ___________________________
Title: Region Real Estate Services Manager
Date: ___________________________
Project Review Reimbursable Agreement

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<th>Project Review Reimbursable Agreement</th>
<th>Applicant or Local Agency</th>
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<td>Estimated Costs</td>
<td>Surety Amount $</td>
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<td>This estimate is based on the best</td>
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<td>includes WSDOT’s Indirect Cost Rate</td>
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<tr>
<td>SR</td>
<td>MP</td>
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<td>Project Name</td>
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</table>

Detailed Description of Work by WSDOT

- Project Review
- Inspection
- Other (see description of work)

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter “WSDOT,” and the above named “APPLICANT OR LOCAL AGENCY,” hereinafter the “ENTITY,”

WHEREAS, the ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work, and

WHEREAS, the ENTITY is responsible for the costs associated with the work,

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. GENERAL

1.1 The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.

1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.
1.3 All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT’s current administrative indirect cost rate.

2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from the date of a state invoice.

2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.

2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGNMENT

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDEMNIFICATION

5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY’S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

This indemnification and waiver shall survive the termination of this Agreement.
6. AMENDMENT

6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved by the parties as outlined in Section 8.1, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, “AMENDMENT,” above.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

**ENTITY**

Signature: ____________________________
Printed: ______________________________
Title: _________________________________
Date: _________________________________

**WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

Signature: ____________________________
Printed: ______________________________
Title: _________________________________
Date: _________________________________

TIN: _________________________________

OR

Social Security Number: ________________________________