

2015

Local Public Sponsors Manual

Acquisition Guide for Local Public Agencies
and Sponsors
Georgia Local Government

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Program Overview

Purpose

The purpose of this manual is to provide guidance to local public agencies and their sponsors in determining appropriate right of way procedures to be followed as a condition of obtaining funds through various transportation programs administered by the Department. This Guidance document will also provide direction regarding appropriate right of way requirements for projects on the State Highway System that are not in the Department's work program but are funded and constructed by entities other than the Department.

This guide will identify the different types of projects, applicable forms and procedures necessary for compliance with all program types. Additionally, it will address billing procedures in order to receive appropriate payments.

State and Federal Related Websites

GDOT Related Websites

1. Georgia Department of Transportation home page:
<http://www.dot.ga.gov/Pages/default.aspx>
2. Georgia Department of Transportation – Local Government Programs:
<http://www.dot.ga.gov/PS/Local/LAP>
3. Secretary of State: Rules and Regulations of the State of Georgia
http://sos.ga.gov/index.php/General/rules_and_regulations
4. Secretary of State: Rules and Regulations Concerning Enhancement Programs
<http://rules.sos.state.ga.us/docs/672/12/10.pdf>
5. R.O.A.D.S. Repository for Online Access to Documentation and Standards
<http://www.dot.ga.gov/PartnerSmart/DesignManuals/>

O.C.G.A - Title 22 and 32

Federal Related Websites

1. A new FHWA website with “right to the point” LPA guidance:
<http://www.fhwa.dot.gov/federal-aidessentials/>
2. The Office of Inspector General's (OIG) Report
<http://www.oig.dot.gov/library-item/5596>
3. Real Estate Acquisition Guide for Local Public Agencies
<http://www.fhwa.dot.gov/realstate/lpaguide/index.htm>
4. Federal Highway Administration Real Estate Division: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act)
<http://www.fhwa.dot.gov/realstate/ua/index.htm>

2. Federal Highway Administration Legislative Regulations and Directives: 49 CFR 24
<http://www.fhwa.dot.gov/legregs/directives/fapg/cfr4924c.htm>
3. Federal Highway Administration – Real Estate Services
<http://www.fhwa.dot.gov/realestate/>
4. FHWA Gateway to Information on the LPA program and other public websites
<http://www.fhwa.dot.gov/federalaid/lpa/index.cfm>
5. Federal Highway Administration: Office of Federal Lands Highway
<http://flh.fhwa.dot.gov/>
6. Federal Highway Administration: SAFETEA-LU
<http://www.fhwa.dot.gov/safetealu/summary.htm>
7. National Environmental Policy Act - CFR Title 40: Protection of the Environment
<http://www.epa.gov/compliance/nepa/>
8. Title 1 of Transportation Equity Act (TEA) for the 21st Century
<http://www.fhwa.dot.gov/tea21/legis.htm>
9. National Highway Institute:
<http://www.nhi.fhwa.dot.gov/home.aspx>
10. National Historic Preservation Act of 1966:
<http://www.achp.gov/nhpa.html>

Other Related Websites

Georgia Planning Quality Growth Programs:

<http://www.georgiaplanning.com>

Getting Started

Project Framework Agreement (PFA) formerly known as Local Government Project Agreements (LGPA)

The PFA will be prepared by the District Planning and Programming Engineer (DPPE), unless otherwise noted, using a standard format letter and agreement form which will be shown under Attachment “A”. The agreement form will be determined based on whether the project includes or does not include preliminary engineering involvement by the Local Government.

If the PFA includes preliminary engineering by the Local Government, then an Attachment “B” will also be attached and it shall include such milestones (at a minimum) as: completion date of local government staff and their consultants in PDP training, concept report submittal date, right of way plan submittal date, required FY for right of way authorization, final plan submittal date, required FY for construction authorization and annual performance reporting requirements. Prior to sending PFA to Local Government, the DPPE will coordinate with both the Project Manager (PM) and Office of Financial Management (OFM). The PFA “boilerplate” documents, including Preliminary Engineering (PE) and without PE, are found on the GDOT Internal Home Page under “Documents, Forms and Reports.”

Guidelines for Obtaining Funding

As a condition of obtaining either state or federal funding through the Department for Transportation projects, a local public agency must agree to acquire any necessary rights of way in conformity with Federal and State guidelines. These guidelines apply regardless of whether federal or state monies are used in the acquisition of the right of way and are as follows:

A. Federal and State Highway System Projects

1. All right of way acquired for federalized state highway system projects must be acquired in compliance with Public Law 91-646, Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended and all state laws and rules governing the right of way acquisition by GDOT.

B. State Highway System Projects (Non-Federal)

1. All right of way acquired for state highway system projects funded by or through the Department must be acquired in compliance with all laws and rules governing right of way acquisition of GDOT.

C. Federal Highway System Projects (Non-State)

1. All right of way acquired for projects with federal funds in any phase must be acquired in compliance with Public Law 91-646, Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970 as amended, as if State or Federal Funds can be utilized for State Route or Temporary State Route.

D. Non-Federal Non-State Highway System Projects

1. Where a project is being funded by or through the Department but is not a state highway system project and is not federalized, the local public agency may utilize its own acquisition policies and procedures.
2. Partially state highway projects: all laws and rules governing right of way acquisition must be acquired in compliance with all laws and rules governing right of way acquisition by GDOT if any portion is in the currently approved State Transportation Improvement Program (STIP) or the Transportation Improvement Program (TIP).

PLAN SUBMISSION AND CHECKLIST

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

Right of Way Plans Submittal

After the development of the right of way plans, the GDOT Project Managers should forward the plans to the Right of Way Plans Review Section for review and approval. For this initial review, the following process should be followed:

1. 1st submission of preliminary Right of Way plans should include two (2) full sized hardcopy prints; one set will be placed in the Right of Way files; one set will be reviewed, marked and returned to the sender for corrections. The GDOT Project Manager will also create electronic images of the Right of Way Plans and place them in a standard location. Once the images can be accessed internally, the Right of Way Office will notify the Local Government District Coordinator (LGDC) for pre-acquisition activities. This process is also outlined in the 'ROADS' Electronic Plans Process document.
2. 2nd submission and any subsequent submissions of Right of Way plans should include the requested corrections and the mark-ups for the follow-up review.

NOTE: This is a hardcopy submission process and should only be submitted to the Office of Right of Way.

Upon acceptance and approval of the Right of Way Plans, the Plans Office will email the LGDC, Project Manager and other appropriate personnel of the approval. The Plans Office will make the plans electronically available on TransPi.

Any deviations from this procedure should be approved by the Right of Way Plans Office.

If there are questions concerning right of way plans submittal, please contact Oscar Thomas @ (404) 347-0210 or Katrina Anderson @ (404) 347-0197.

CHECKLIST FOR RIGHT OF WAY PLANS

LCI, CMAQ, AND ENHANCEMENT PROJECTS

The following checklist will be used to review the Right of Way plans:

Coversheet

1. Project Number _____ County _____ Phase Number _____
(located at the bottom left corner of map)
2. Is the Project Location Map oriented at the top of the sheet? Yes_____ No_____
(Flag project site and north arrow)
3. Is there a Limited Access note? (If applicable) Yes_____ No_____
4. A signature line approval by the Right of Way Administrator and date shown?
Yes_____ No_____
5. Are there Land Lot Number and Lines on Coversheet? Yes_____ No_____
6. Are there Land District Numbers and Line on Coversheet? Yes_____ No_____
7. Are G.M.D. Numbers and lines on Coversheet? (If applicable) Yes_____ No_____
8. Is there North Arrow shown on Coversheet? Yes_____ No_____
9. Are Stations on primary centerline used throughout the project? Yes_____ No_____

Coversheet Page 2

10. Streets Names- all existing locations including Mainline, State Route and U.S. numbers shown on Coversheet? Yes_____ No_____
11. Are the Back Property Lines shown on Coversheet? Yes_____ No_____
12. Are Exiting and Required Right of Way shown on Coversheet? (labeled) Yes_____ No_____
13. Are the Begin and End of Right of Way Acquisition shown on Coversheet? Yes_____ No_____
14. Is the Gross Length of Right of Way Project shown on coversheet? Yes_____ No_____
15. Is the Parcel numbers shown on Coversheet? (no owner's name) Yes_____ No_____
16. Is the completion date of Plans shown on Coversheet? Yes_____ No_____
17. Is the Designer name shown on Coversheet? (No signature Req'd.) Yes_____ No_____
18. Is the County name, with county lines clearly shown on Coversheet? Yes_____ No_____
19. Are Dual Projects Plans, clearly identified for each project on Coversheet? Yes_____ No_____
20. Is the Scale of the coversheet shown? Also applicable/appropriate for the metric plans? Yes_____ No_____

Plans Sheet - General

1. Is the Title Block numbered, all sheets should be numbered
This Sheet _____ of _____
2. Are the Land Lot numbers and lines shown and labeled? Yes_____ No_____
3. Are the Land District numbers and lines shown and labeled? Yes_____ No_____
4. Is the G.M.D. Number and lines shown and labeled? Yes_____ No_____
5. Is the North Arrow shown on plan sheet? Yes_____ No_____
6. Is the Full Station and offsets shown on plan sheet? Yes_____ No_____
7. Survey and Construction centerline with bearings labeled on plan sheet? Yes_____ No_____
8. Are the street names labeled on plan sheet? Yes_____ No_____
9. Are the Construction limits shown on plan sheet? Yes_____ No_____
10. Existing Right of Way and Existing Limited Access labeled or shown
in legend on plan sheet? Yes_____ No_____

Plans Sheet – General Page 2

11. Are the Required Right of Way and Required Limited Access labeled or shown in legend on plan sheet? Yes_____ No_____
12. Is the Curve data shown on plan sheet? (If applicable) Yes_____ No_____
13. Beginning of Limited Access (BLA) and Ending of Limited Access (ELA) at break points on the plan sheet? (If applicable) Yes_____ No_____
14. Duals Project plans clearly shown on plan sheet? Yes_____ No_____
15. Are angles and Stations where Centerline crosses streets are shown on plan sheet? (If applicable) Yes_____ No_____
16. Does edge of pavement (existing and proposed) on mainline, crossroads and drives on the plan sheet? Yes_____ No_____
17. Does the Limits of right of Way Acquisition labeled on plan sheet? Yes_____ No_____

Plans Sheet – General Page 3

18. Major Drainage such as culverts, channels changes; particularly all outfalls that affect Right of way and or required easements are shown on plan sheet? (If applicable) Yes_____ No_____
19. Are driveways and tie-ins and cross streets shown on plan sheet? Yes_____ No_____
20. Does the Dual Projects show county pertaining to individual sheet in the block; Flag county line station? Yes_____ No_____
21. Does the plan sheet have a revision block? Yes_____ No_____
22. Is the scale of the Right of Way on the plan sheet? Yes_____ No_____
23. Are the city limits shown plan sheet? (if applicable) Yes_____ No_____
24. Are the coordinates of two points on the centerline are on the plan sheet? Yes_____ No_____
25. Is the text readable horizontal to the orientation of the plan sheet, reading from left to right? Yes_____ No_____
26. Is the location of the Railroads Milepost on plan sheet? (If applicable) Yes_____ No_____

Individual Parcels Plan Sheet

1. Is the Title Block numbered, all sheets should be numbered

This Sheet _____ of _____

2. Are full stations and offsets at all points shown?

Yes_____ No_____

3. Do all lines within the Required Right of Way show bearings and distances?
(if applicable)

Yes_____ No_____

4. Is the area for required Right of Way shown on individual plan sheet?
(Square feet and acres)

Yes_____ No_____

5. Are Remainder(s) shown on the individual plan sheet?

Yes_____ No_____

6. Are easements labeled or provided in legend on the individual plan sheet?

Yes_____ No_____

7. Does driveway easements have full station and offset on all points?
(points and description can be used) (if applicable)

Yes_____ No_____

8. Are Parcel numbers applicable on individual plan sheet?

Yes_____ No_____

Individual Parcels Plan Sheet Page 2

9. Is Property Owner's name on individual plan sheet? Yes____ No____
10. Does the individual plan sheet show signs, gas island pumps, pump tanks, permanent light fixtures, septic tanks, sewage field line locations? (Signs within the required rights of way should be located and annotated.) Yes____ No____
11. Do the parcels with tracts have a total shown for the required Right of Way And/or easement area (for each type of easement excluding driveways)? When more than one tract of required right of way exists for a parcel, label each tract as Tract 1, Tract 2, and etc. (if applicable) Yes____ No____
12. Is the Parcel description illustrated in a clockwise direction when data tables are used? Yes____ No____
13. Does the data table description specify State Route number or road name that stations and offsets are located from, instead of referencing mainline? Yes____ No____

Right of Way

Acquisition

Contracts

There are three types of contracts:

- 1. *Reimbursable Contracts:*** A Right of Way contract executed between the Department and the Local Sponsors setting forth payments to be made to local governments as reimbursement for land acquisition expenditures specified in the contract, however, generally, documentation should consist of the following:
 - a. By Deed or Easement – A properly executed deed or easement which describes, by distance and bearings, the area acquired and transfers title to the Georgia Department of Transportation.
 - b. A Final Title Certificate and legal closing statement shall accompany the deed. These items should be reviewed and placed in the deed file for permanent record.
 - c. By Court Action – The court order, certified by the Clerk of Superior Court, will be submitted with a claim for reimbursement of any type of court order or certificate of payment. In addition, the trial report is also required.
- 2. *Non-reimbursable Contracts:*** A Right of Way contract executed between the Department and the Local Sponsors to let to construction specified projects for which all costs for the acquisition of right of way are incurred solely by the Sponsor. Further, the Sponsor will, without cost to the Department, defend and hold harmless the Department for any and all suits, if any should arise, involving property titles associated with the acquisition of Rights of Way, any liability or consequential damages resulting from personal injury, property damages, or inverse condemnation, with few exceptions.
 - a. Right of Entry – A legal document giving the grantee the right to enter upon the right of way described therein for the purpose of completing construction and or maintenance of said project. This document in no way affects future negotiations between the Department of Transportation and the property owner(s) and/or the property owner's(s') legal rights to receive payment of compensation.
- 3. *Real Property Agreements:*** *Transportation Enhancement Projects* (TE) is among the projects that do not require acquisition contracts but do require Real Property Agreements initiated by the Office of Program Delivery. This program was established by US Congress with the Intermodal Surface Transportation Efficient Act of 1991 (ISTEA). Subsequent to ISTEA's inception, the program was extended in 1998 by the enactment of the Transportation Equity Act for the 21st Century (TEA-21) then later renewed with the Safe, Accountable, Flexible and Efficient Transportation Equity Act of 2005, Provisions or Transportation Equity Act: A Legacy of Users, (SAFETEA-LU). Projects approved for Federal-Aid require local match by the Sponsor of at least 20% of the project's total cost.

Construction funding will be dependent upon the Sponsor receiving historical/environment clearances through the Department; certifying existing or acquired Right-of-Way to the Georgia Department of Transportation; producing a complete set of biddable construction plans that meet appropriate safety, access, and design standards; and preparing and forwarding construction bid procedures and documents for the Department's review.

Qualifying activities include:

- a. Provision of facilities for pedestrians and bicycles
- b. Provision of safety and education activities for pedestrians and bicycles.
- c. Acquisition of scenic easements and scenic or historic sites including historic battlefields.
- d. Scenic or historic highway programs including the provisions of tourist and welcome center facilities
- e. Landscaping and other scenic beautification
- f. Historic preservation
- g. Rehabilitation and operation of historic transportation buildings, structures, or facilities including historic railroad facilities and canals.
- h. Preservation of abandoned railway corridors including the conversion and use thereof for pedestrian or bicycle trails
- i. Inventory, control and removal of outdoor advertising
- j. Archaeological planning and research
- k. Environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused mortality while maintaining habitat connectivity.
- l. Establishment of transportation museums.

A project to be funded by the TE Program must meet two basic conditions:

1. The proposed action must be one of the activities above, and
 2. The proposed action must be related to the surface transportation system.
- I. ***Livable Community Initiatives Projects (LCI):*** The purpose of this program is to create livable centers that are consistent with the Atlanta Regional Commission's (ARC) creating a mix of uses and improving connectivity in activity and town centers. Funding originate when ARC's Board adopted policies during the 2025 Regional Transportation Plan (RTP) proposal in May 1999 which earmarks funds sufficient to effectuate the goals of each project. The LCI program is open for funding to government jurisdictions in the Atlanta region and activity center/town center oriented non-profit

organization. The program utilizes federal transportation program STP Q23 funds administered through the ARC.

Other stipulations such as a public notice when advertising for consulting, using a GDOT pre-qualified consultant, concept reports and meetings, environmental clearance, design planning are all important components of the program..

- II. ***Congestive Mitigation Air Quality Projects (CMAQ):*** Programs that provide funding assistance to areas designated as non-attainment by the EPA. Areas failing to meet the NAAQs receive funds to invest in projects that decrease transportation related air pollutants. The FHWA and FTAs jointly administer this program to allocate funding to state DOTs and MPOs based upon the severity of and population within the non-attainment areas. These funds are spent on specific transportation projects that decrease emissions and improve congestion. Eligible projects range from ridesharing programs to intelligent transportation systems.

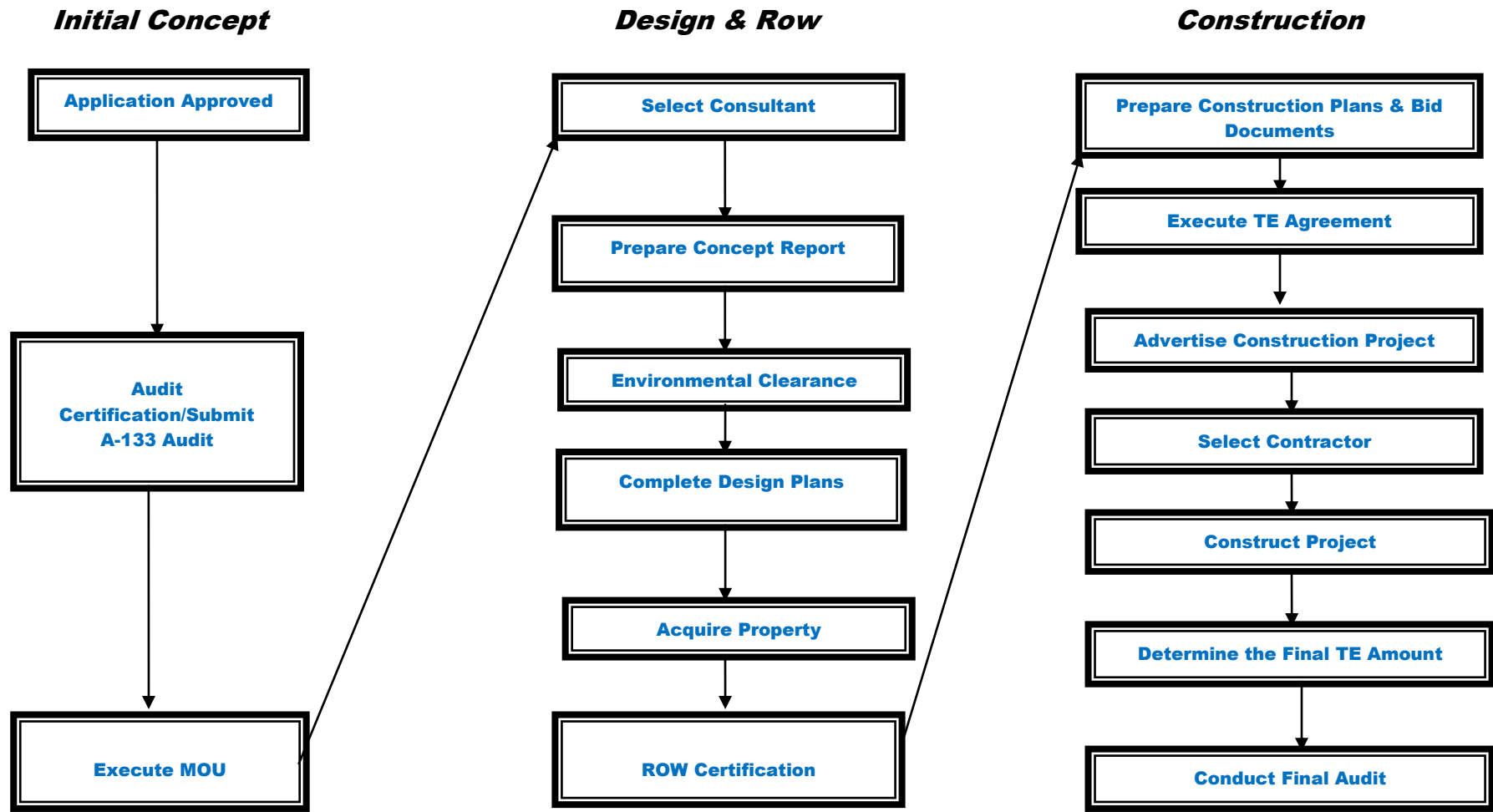
State air quality agencies, along with local MPOs select projects annually through an application process. Counties, municipalities, state agencies, and universities are permitted to submit applications. All applications are reviewed for eligibility as well as effectiveness on emissions reductions.

The Georgia Department of Transportation (GDOT), the Environmental Protection Division (EPD), the Georgia Regional Transportation Authority (GRTA), and the Georgia Environmental Facilities Authority (GEFA), together known as the State Air Quality Partners (SAQP), developed a statewide project selection process that can be used consistently across the State of Georgia.

The CMAQ project selection process is as follows:

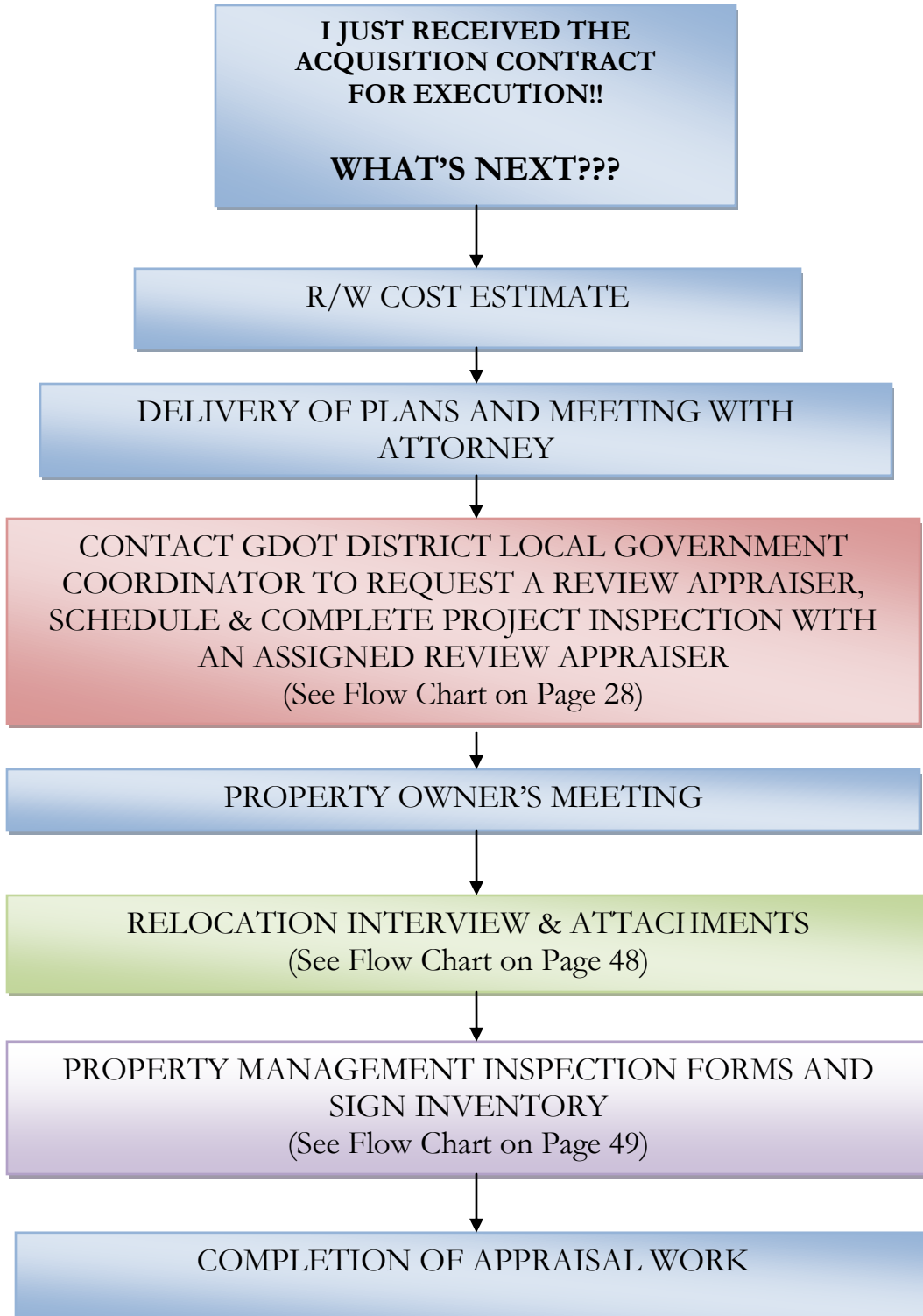
- a) GDOT issues a statewide call for projects every other year
- b) The MPOs actively participates with the State in the review and rating process
- c) Final project ratings are based on group consensus
- d) Project ratings and comments are reviewed by all
- e) The State and MPO participate in the joint final selection process through consensus
- f) Final project selection will be fiscally constrained
- g) Project selection must be drawn from the highly recommended (d) projects in order for project funds to be authorized.

TRANSPORTATION ENHANCEMENT (TE) PROCESS FLOW CHART



Pre-Acquisition Activities

PRE-ACQUISITION PROCESS FLOW CHART



Pre-Negotiation Activities

In an effort to expedite the right of way process for Local Projects, all pre-negotiation activities are to proceed immediately upon receipt of the Acquisition Contract for execution by Local Sponsor from GDOT, prior to approval of right of way plans and approved acquisition funding. Pre-negotiation activities include, but are not limited to the following:

1. Preparation of detailed right of way cost estimate to be submitted to the Office of Right of Way within thirty (30) days.
2. Delivery of right of way plans and meeting with the Local Sponsor's attorney to prepare for providing legal services.
3. Immediately following the completion of the cost estimate, contact GDOT District Local Government Coordinator to request a review appraiser, schedule and complete the project inspection with an assigned review appraiser.
4. Scheduling and conducting the Right of Way Property Owner's Meeting.
5. Preparation of Relocation Interviews, Photo(s), Floor Plan Sketch, and Move Estimates.
6. Property Management Activities.
7. Completion of all Appraisal work through the review phase and release of the Appraisals.

Please note: Local Sponsor shall not proceed with any work pertaining to land acquisition for which they are expected reimbursement, nor shall Sponsor contact property owners until the following GDOT documentation has been received:

1. **Funding authorization**
2. **Notice to Proceed for the right of way phase of project development.**

Please be aware that failure to follow all applicable laws, regulations, rules and policies in the execution of this phase will result in the loss of Federal Funding for all project development phases.

When the Environmental Approval has been obtained and Right of Way plans have been approved, the Project Manager will issue a Right of Way "Notice to Proceed" (NTP) to the Sponsor, along with a copy of these guidelines, and will forward a copy of the NTP to the District Local Government Coordinator (DLGC). The NTP for Right of Way acquisition will be issued **AFTER** funding is authorized. This notice grants permission to initiate negotiations to acquire property in support of the project.

Also be aware that this notice specifically does not provide authorization for any activities connected to the construction phase of the project development, including advertising the project for bids to be received. You will receive separate notices to proceed with the construction phase of project development. If you advertise the project for Bids to be received before you receive the Notice to Proceed for the Construction phase, ALL FEDERAL FUNDING for the construction phase of the project will be at risk.

NOTICE TO PROCEED WITH THE RIGHT OF WAY PHASE OF PROJECT DEVELOPMENT

DATE _____

Dear _____:

RE: Project # PI#
 County

Description/Location

This letter serves as your official Notice to Proceed with the above referenced project. If applicable, Federal Guidelines as outlined in 49 C.F.R. and 23 C.F.R. 710 must be followed for projects that are federally funded.

Any questions regarding this matter should be directed to the District Local Government R/W Coordinator,

Any written correspondence should be sent to _____.

Sincerely,

District Local Government Coordinator

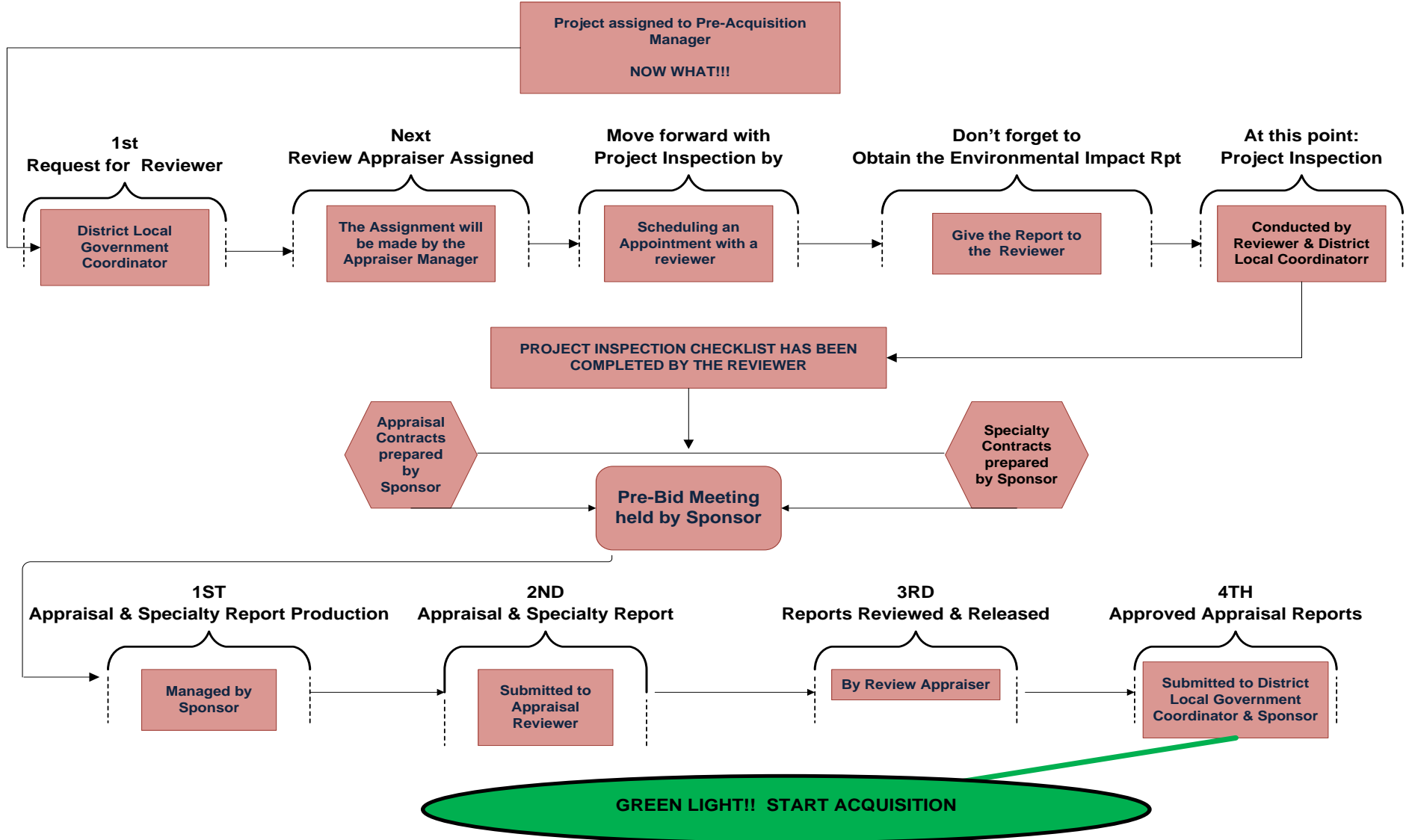
XXX: XX: XX

Attachments

cc: _____, Project Manager
Troy. D. Byers, State Rights of Way Administrator
Rhonda Barnett, State Acquisition Manager
Ruthie Jones, State Local Government ROW Coordinator

APPRAISAL REVIEW AND THE APPRAISAL PROCESS

APPRAISAL REVIEW PRE-ACQUISITION SEQUENCE



Acquisition Procedures/Three Methods of Acquisition

- A. Cost Estimates – FHWA has approved the DOT and Local Governments to negotiate uncomplicated parcels from a Cost Estimate not to exceed \$10,000. All guidelines will be followed as outlined in 49 CFR 24.102(c)(2). The determination to negotiate based on this concept will be made by the Sponsor or consultation with the Appraisal Review Staff. If determined practical, a combination of both appraising a portion of the project and negotiating from a Cost Estimate on the remaining portion. This decision must be approved by the Review Staff. The value ranges are approved for 120 days (expiration date must be stated).
- B. Negotiation for Service Procedures from Data Book – FHWA has approved the DOT and Local Governments to negotiate for services up to \$25,000 for acquisition of uncomplicated parcels.
- C. Appraisals – Required when other methods are not used or are not applicable. Appraisers must use one of the following formats:
 - 1. Summary Format/388C: limited format
 - a. Total Acquisition of Land (All Types) with and without minor site improvements, or
 - b. Partial or Strip Acquisition of Land (All Types) with and without minor site improvements and minor cost to cure items, should not be used if there is any impact (damages/benefits) on the remainder
 - 2. Self Contained Appraisal Report/Before and After Narrative Format/388N: All other acquisitions, any property with impact on the remainder must be appraised in this format.
- D. Function of Appraisals – To assure that property owner(s) is/are offered fair market value for real property, and to provide support for the expenditure of public funds.
 - 1. Function of Reports – Appraisal reports are used by the Sponsors, after Review Appraiser approval, for negotiation and acquisition of property rights in conjunction with rights of way creation or expansion.

Appraisal and Specialty Contract Assignment Process Begins

- A. The Sponsor submits a Cost Estimate to Local Government Coordinator
 - 1. Project Cost Estimate – Each Sponsor is responsible for estimating the cumulative costs and acquisition schedule of a project before acquisition, including costs of appraisals, specialty reports, negotiation, relocation, condemnation, and incidental items and the anticipated amount of time to perform all the required functions. The Sponsor submits cost estimate to the General Office for approval of funding.
 - 2. After funding is approved on a project, the District Local Government Coordinator submits a “Request for Review” form to the State Appraisal and Review Manager, who assigns a Review Appraiser to work on the project, if necessary. At the discretion of the State Appraisal and Review Manager, a reviewer may be assigned to a project before funding is approved.

B. Preliminary Inspection of the Project with the Reviewer

Unless waived by the State Appraisal and Review Manager, the assigned Review Appraiser must inspect each project with the District Local Government Coordinator and Sponsor Representative, in order to accomplish the following tasks:

1. Review project plans on site in order to discover and recommend corrective solutions to plan problems prior to assignment of appraisals.
2. Determine the anticipated scope of the appraisal problem for each parcel and the format of the appraisal (388C or 388N). The **minimum award** for any appraisal is \$500.
3. Decide on the assignment of the appraisal and the number of reports per parcel. A second (backup) appraisal will be obtained on any parcel that the Review Appraiser and Sponsor Representative feel is sufficiently complicated to require a second opinion of value.
4. Decide if specialty reports will be required as part of the appraisal process. If so, which types are necessary (i.e. signs, costs to cure, trade fixtures, environmental assessments, timber cruises, etc.)?
5. The Reviewer's Project Inspection Checklist, outlining the above information, must be completed and submitted along with the Project Inspection Checklist Transmittal Memo to the State Appraisal and Review Manager before appraisal or specialty contracts will be processed.

During the project inspection, the Review Appraiser, District Local Government Coordinator and/or Sponsor Representative will identify any parcels that have buildings located partially in the acquisition and partially on the remainder. These parcels will require an **encroachment easement** for the demolition of the building. Property Management will identify the area required for building demolition. This will be added to the plans by design. This easement will be paid for as a temporary easement for a determined duration to be specified by the Acquisition manager.

C. Appraiser Selection – The Sponsor may hire an appraiser before receipt of the project inspection checklist, but the Sponsor assumes all risk associated with hiring an appraiser that is not currently approved for the level of work outlined by the Reviewer's project inspection checklist.

1. Appraiser must be presently listed on the Department's roster of approved fee appraisers.
2. Appraiser must hold the appropriate roster classification for and have experience in appraising the type of properties to be encountered on the project.
3. Appraiser must have the ability to complete the work within the required period and in accordance with Department appraisal standards.
4. Appraiser must have the ability to appear as a witness in court.

Before Appraisal Work Begins on Project

A. Meeting with the Review Appraiser, District Local Government Coordinator, Sponsor Representative, Acquisition Personnel, Fee Appraiser, and Specialty Contractors. The purpose of such meetings is:

1. To review parcels to be appraised, complexity, and level of information and detail necessary to complete assignment

2. To provide the appraisers or specialty contractors with items listed below in Section B
 3. To estimate time schedules for providing requested information
- B. Items to be furnished to the appraiser by the Sponsor and requested by the appraiser if necessary: Such items or information are to be included in the report, or if applicable, within the General Data Book. It is the Sponsor's responsibility to provide initial material and any necessary revisions, additional data, etc. to ensure property performance of appraisal and specialty contracts. Delays in providing some of the following information should NOT completely prohibit the production of reports. However, incomplete reports should not be submitted for review.

Appraisal Process

A. Formats for Appraisals

1. For all reports presented to the Department, appraisers must follow the appropriate DOT format. These formats comply with the USPAP as set forth by the Appraisal Standards Board. The Department's contract for services will designate which format shall be used for each parcel.
2. Summary Format/388C (see Addenda): limited format
 - a. Total acquisition of Land (All Types) with and without minor site improvements; or
 - b. Partial or Strip Acquisition of Land (All Types) with and without minor site improvements and minor cost to cure items; **should not be used if there is any impact (damages/benefits) on the remainder.**
3. Self-Contained Appraisal Report/Before and After Narrative Format/388N (see Addenda):

All other acquisitions, any property with impact on the remainder must be appraised in this format, any property with a major improvement either to be acquired or impacted.

4. Attachments to Report; see Addenda list for 388C and 388N
 - a. Certification of Appraiser
 - b. Subject Photographs
 - c. Tax Plats, Sketch of the Subject, or "As Built" Survey
 - d. Right of Way Plans for subject
 - e. Floor Plans, where applicable
 - f. Supporting Construction Cost Information (may also refer to General Data Book)
 - g. Lease analysis, income, and expense information, using the subject and comparable data
 - h. Specialty Reports
 - i. Title Certification
 - j. Other pertinent data as necessary

B. General Data Book

In lieu of including market data and other supporting information in each individual appraisal report, a General Data Book should be prepared and must be approved by the Review Appraiser. A General Data Book would be routinely required on most projects, whether for the purpose of support for appraisal valuations or for the Negotiation for Services Process (refer to item V.B.). Regardless of the purpose, all General Data Books must include the following information, in the following sequence, and, be clearly identified:

1. Identification and Purpose

- a. Project Number
- b. County
- c. Project Identification (P.I.) Number
- d. Statement of the purpose of the data book
 - I. As support for valuation, analyses contained in the real estate appraisal reports
 - II. As support for the Negotiation for Services Procedure
- e. List of parcels to be appraised or parcels to be acquired by Negotiation for Services – The parcels must be organized according to category of highest and best use, (i.e. commercial, residential lots, etc.) and ranked in ascending order of size. Improved parcels must be categorized as to type of improvement and size. Distances to right of way and roadbed, number of parking space, and any other pertinent information, both before and after the acquisition, should be included.

2. Scope of the Assignment – Outline the information, geographic area, sources, extent of verification, etc. which were reviewed in preparing the data and reports.

3. Definitions

- a. Market Value
- b. Fee Simple
- c. Temporary and/or Permanent Easement
- d. Etc.

4. Regional/Neighborhood data, development trends, demographics, etc. – area overview and location maps including trends in development, demographics, etc.; maps, photos, charts, and other exhibits related to area data

5. General information, historical aspects of, and potential changes in:

- a. Zoning/land development ordinances
- b. Utilities
- c. Taxation valuation
- d. Mileage rates
- e. Etc.

6. Market Data (*See Forms*)

a. Types of Data Included:

- I. Land sales and listings
- II. Improved sales and listings
- III. Rent comparables – actual and asking rental data

b. List of Market Data organized according to category of highest and best use, i.e. commercial, residential lots, etc.) and ranked in ascending order of size. In addition, if improved, categorize as to type of improvement, size, distances to r/w and roadbed, parking spaces, etc. After market-data is organized, unadjusted sales price or rental ranges should be indicated for each group.

c. Requirements for Reporting Market Data

I. Use DOT forms/formats for vacant sales, improved sales, and rentals in order to meet minimum standards for reporting comparable data and information. Among some important requirements to remember are the following:

- a) Describe the exact location of the comparable including street address, county, land district, land lot, and tax plat reference. Be specific about its relationship to intersecting streets and roads or other landmarks (i.e. located 0.5 miles east of the intersection of Jones Street and U.S. Hwy 27 on the north side of U.S. Hwy 27).
- b) Plat, tax map, and/or sketch of the comparable indicating general dimensions of the property, and general shape, identification of fronting streets and roads
- c) Clear, descriptive photographs indicating principal improvements, unusual features, name of photographer, data taken, and description of photograph (i.e. easterly view along Edge Road)
- d) If a sale is improved and land value is extracted from the sale price in order to obtain improvement contribution, the land value must be supported by reference to market information in the area. The appraiser must provide the basic sale data including price, size, and date of sale, within this analysis.

II. Comparable Location Maps

- a) The appraiser must provide maps and tax plats/location maps indicating exact location of each comparable in sufficient detail for any Review Appraiser, Project Manager, or Team Member to find the comparable.
- b) The subject property and/or project should be identified on all general location maps where possible.

III. Verification of Data

- a) All sales/rentals used in the report must be verified with either the grantor/lessor or grantee/lessee or the agent handling the transaction. For these comparables, it is not acceptable to verify by public records exclusively.
- b) The total amount paid for the property (sale or lease) should be verified to confirm that it is correct and not a figure which may represent a net amount received by the seller after brokerage or other fees have been deducted and does not include

personal property or purchase of a going business or purchase due to abnormal financing. Conditions surrounding each sale/lease must be determined and considered carefully to assure that the sale represents fair market value. Any deviation from these verification requirements must be with the approval of the Review Appraiser and explained in the report.

- IV. Financing – The type and terms of financing should be explained in detail. In addition, the effect of the financing on the sales price should be explained (such as cash equivalency) and pertinent calculations should be shown.
 - V. All sales and rentals should be personally inspected by the appraiser. The only exception to this might be in the case of regional or national data not easily inspected. However, in such cases, the reason for not inspecting the data must be explained.
 - VI. All required information concerning the comparable sales/rentals must be presented in the General Data Book and briefly referred to in the text of the appraisal report. In some cases, (small assignments), all data may be included in the report.
 - VII. If the data book is compiled by staff personnel and is used by several staff appraisers, one staff appraiser verification and inspection will suffice unless litigation is involved in the acquisition of the parcel. In such instances, personal verifications of the data will be necessary for presentation of the evidence.
 - VIII. After the unadjusted market indicators are established, fee appraisers will be responsible for further refinement of (adjustments to) the market data ranges to indicate values for the various types of properties to be acquired.
- 7. Discussion of Market Analysis – Analyses of the market area, supply and demand factors, and other features (physical and economic) for which adjustments may be warranted should be included in the data book and/or each actual appraisal report.
 - 8. Impact/Damage Studies – Market Supported
 - a. Proximity
 - b. Parking Lots
 - c. Limits or changes in Access
 - d. Etc.
 - 9. Cost Sources for Improvements – fencing, asphalt, etc.
 - 10. Easement Valuation Support Discussion – discuss types of easements being acquired (i.e. temporary, permanent, impact to remainder) and support for the valuation of those various types.
 - 11. Other Pertinent Data – The appraiser may include any additional exhibits as deemed necessary or pertinent to the appraisal assignment.
 - 12. Limiting Conditions and Assumptions

13. Qualifications of Appraisers

C. Preparation of the Appraisal Report

Regardless of the format being used or the amount of money involved, certain steps should be followed in determining the value of the property being appraised. Note: Do not use interim rounding when preparing the appraisal report as it may result in false damages or benefits and may cause problems for the Review Appraiser when he/she itemizes the components of Fair Market Value on the Review Appraiser's Report. The final value estimate may be rounded upwards a reasonable and appropriate amount, but must never be rounded downward.

1. Appraisal of the property before Acquisition, Larger Parcel

- a. Identify the Property to be appraised including physical inspection, review of county records regarding the property, deed information, type of ownership, complete land and improvement descriptions. Five-year title history should be review including sales, contracts, offers, leases, easements, liens, etc., and their impact on the subject value should be analyzed and discussed for all three identified properties or rights below:
 - I. Property as a Whole – Larger parcel as identified by unities of use and ownership as well as contiguity
 - II. Part to be acquired – Those physical and legal rights and portions of the property to be acquired
 - III. Part to Remain, for partial acquisition – That portion or those portions of the larger parcel remaining after acquisition including physical and legal rights
- b. Contact with the Property Owner(s)
 - I. The owner contact process is intended to provide the owner the opportunity for participation in the acquisition process, as well as the opportunity for the appraiser to obtain as much information as possible about the property being appraised. The following information should be obtained from the owner, if possible:
 - a) Title information (owner's name(s), address and phone number; mortgage holder; member of an estate; liens; leases; existing easements; tenants and their addresses; property line verification)
 - b) History of the property including prior sales, existing contracts, listings, etc.
 - c) Location and description of hidden improvements (i.e. septic systems, underground sprinklers, etc.)
 - d) Areas/sizes of different types of land
 - e) Recorded development plans
 - f) Zoning change applications
 - g) Improvement details
 - h) Operating statements
 - i) Building plans and specifications
 - j) Any other information the owner is aware of which might affect value.

- II. The appraiser should schedule his time to accommodate the property owner.
- III. The appraiser must state the date or dates of his inspection(s) of the subject property and the name of the owner or the owner's representative with whom he inspected the property, and their telephone number and address.
- IV. The appraiser must state that the owner or his designated representative was provided the opportunity to accompany the appraiser as well as whether or not the owner did accompany the appraiser.
- V. If the appraiser was unable to contact the owner or his representative by telephone, personal visit, letter, etc., the appraiser must narrate his attempts and include this information in the appraisal report. The appraiser must also include in the appraisal report a copy of the standardized DOT Owner Contract Letter (see Exhibit M) sent to the owner and a copy of the certified mail receipt.

VI. Explanations to Owner

The appraiser should provide the owner with the Owner Contact Letter, which will indicate the name and telephone number of the Acquisition Manager for the project, the county and project identification, and their individual parcel number. It may be helpful for the appraiser to explain that although the Department is the fee appraiser's client, the appraiser has a legal and moral obligation to provide a fair, competent, and unbiased analysis of the property in question and the impact, if any, the acquisition has on the property.

VII. Area Information

The appraiser may also want to use the owner contact as a time to ask the owner about the surrounding area, which properties the owner believes are most comparable to his own and if the owner is aware of any similar properties (land or improvements) which have sold or are leased, etc. Additionally, the appraiser may ask about the local economy/real estate market and the owner's perceptions about the immediate and surrounding areas.

VIII. Owner's Opinions/Pertinent Information

The owner should be encouraged to give any pertinent information relating to the property, area, local real estate market, etc. the owner should be informed that the information he gives the appraiser would be given thorough consideration, but the appraiser will arrive at his own independent estimate of value.

IX. Conduct of the Appraiser

The appraiser is usually one of the first representatives of the Department to contact the property owner. The impression made by this representative often decides the success or failure of subsequent negotiations with the property owner.

X. Non-resident property owners

The appraiser is responsible for contacting any non-resident owners and making arrangements for inspection of their property. If the appraiser is unable to contact the property owner, a statement outlining his attempts and reasons for failure shall appear in his report under his discussion of the inspection of the property.

XI. Questions regarding value, engineering, negotiations, relocation, and payment

The appraiser should only answer those questions falling within the area of his expertise and forward all other questions to the Acquisition Manager. He should never discuss the findings of his report on any parcel assigned to him with anyone other than authorized personnel.

- c. Gather Subject Information – the subject property’s various ownership interests and to whom they accrue must be determined
- d. Describe the subject property for the:
 - I. Property as a Whole – Larger parcel as identified by unities of use, contiguity, and ownership
 - II. Part to be acquired – Those physical and legal rights and portions of the property to be acquired. Include discussions of temporary or permanent easements. Refer to Section II for definitions.
 - III. Part to Remain, for partial acquisition – The appraiser should elaborate on such factors as legal limitation of access, physical accessibility, changes in grade, cuts, and fills, change in highest and best use, land locking, severance, proposed right of way and roadbed proximity to residential structures, parking loss and any other factor which, in the opinion of the appraiser, will affect the market value of the subject property as a result of the highway acquisition. The appraiser must carefully consider easements as to their ultimate effect on the market value of the property and reflect this influence in the after value of the remainder.
- e. Opinion of Highest and Best Use – The appraiser must follow approved methodology and theory in rendering an opinion as to the highest and best use of the property including the property as a whole and the remainder portion. The appraiser should also discuss if the highest and best use is the present use, is similar to or different from surrounding land use patterns, if that use conforms to the current zoning or, if not, why, and if that use is expected to change in the near future.

All appraisals submitted to the Department must contain a statement that the appraiser has considered the value of the portion taken standing alone. In the vast majority of situations, the value will be nominal and the appraiser can so state and proceed to define the actual larger parcel. If the appraiser finds that the portion by itself meets all four criteria for highest and best use, then its value should be estimated accordingly. Remember that shape and utility, as well as size, must be analyzed and considered.

If parcels are located in an area where demand is such that sales activity indicates that larger tracts are being divided up and sold, this trend (with examples) should be thoroughly covered in the neighborhood description section of the appraisal or data book.

The following statement (not meant to be copied verbatim) expresses the thought process that must be a written part of your appraisal of this type parcel when it is submitted for review:

“The appraiser has considered the area acquired isolated from the remainder and finds that its shallow depth makes it unlikely that the parcel, standing alone, would be marketable due to its very limited utility or, conversely, that the negative effect on the owner’s remaining property makes it unlikely that a prudent person would sell it off. Consequently, the appraiser has considered the part taken to have a greater value if appraised as a part of the larger tract.”

- f. The appraiser must then consider the scope of the assignment and decide which market areas and during which time periods to research.
- g. Comparable data must then be gathered and verified including photographs and specific location information. It is acceptable for appraiser working on the same project or in the same areas to exchange market data; however, they may exchange **only factual data** regarding sales/rentals. Analysis of sales/rentals or conclusions should not be exchanged between appraisers. The appraiser should include in his actual report only those sales/rentals, which he considered most comparable to the property being appraised, whether this is one, two, or several transactions. Additional sales/rentals, which have occurred in the market but were not relied upon, should be included in the Addendum or the General Data Book.
- h. The market information must then be discussed and applied to the subject property for comparison and valuation purposes.

2. Three Approaches to Value

All three approaches must be considered in valuation of the subject before acquisition and the valuation of the remainder. However, only the approaches applicable to the property should be presented in the written appraisal report. Should one or more of the approaches not be included in the written report, its omission should be discussed and explained.

- a. **Market/Sales Comparison Approach** – Utilized for land as if vacant and property as improved (where applicable). Salient facts to remember include a direct comparison process and adjustment grid wherein appropriate sales are matched to a specific subject parcel and adjustments are provided for elements of dissimilarity. This approach is normally considered by the DOT to be the most applicable approach for eminent domain purposes since it is more widely understood by the public as a whole and more acceptable to the court system.
 - I. Gather sales of similar land and/or improvements (remember, use common sense, it is completely unacceptable to compare a 100-acre sale to a one-acre subject tract.)
 - II. Verify, photograph, and provide location and/or tax plat.

- III. Compare market data to subject property sales – If a sale is improved and land value is extracted from the sale price in order to obtain an improvement only contribution, the land value must be supported by reference to market information in that area.
- IV. Apply adjustments to comparable sales – Direct comparison of the comparable sales most similar to the subject may be accomplished by the following methods:
 - a) If the differences in the sales and the property being appraised are minor, discussion of these differences with no dollar amounts or specific percentages mentioned will be acceptable provided that the adjustments are expressed in a grid, followed by a narrative discussion for each comparable that is sufficient to lead the reviewer to the same conclusion reached by the appraiser; or
 - b) If these differences are of a major nature, support of these adjustments by actual market data will be required.
- V. Form and report an opinion of market value for the subject based on the comparable data. Correlation of adjusted sales comparables must be explained – solely utilizing a mean, median, or mode in estimating final value is unacceptable.
- VI. Review market sales for gross and net income, to sales price ratios for use in the Income Approach
- VII. Use Gross Potential or Actual Gross Income from the Income Approach to apply to Gross Income Multiple, discuss thoroughly. Multipliers must be derived from sales of property actually rented, with information furnished as required on sales used in the Sales Comparison Approach. Do not adjust Gross Annual Multipliers or Gross Monthly Multipliers. Rates should come from properties similar to the subject especially in lease terms, building age, size and land to building ratio.
- b. **Cost Approach** – This approach will not be accepted as the sole basis for valuation of improved property so long as market data is available for consideration. As the sole approach to value, this approach is only to be utilized for improved properties in appraising special purpose properties or other buildings for which market sales and lease data is not readily available. If the Cost Approach is utilized, the report must contain specific sources of cost data (i.e. local contractors, cost manuals, appraiser's files, etc.) and an explanation of each type of depreciation as well as all pertinent calculations should be included.
 - I. Utilize the Market/Sales Comparison Approach for valuation of the site. The value of the land, as if vacant and available for improvements, should be estimated by the use of sales of similar properties in the same area. It is preferred that land value not be estimated by abstraction from a sale or sales of improved properties. The abstraction method should be done only when all other sources or market data are exhausted and may not be utilized as the sole source and method of valuation for underlying land.
 - II. Obtain replacement "Cost as New" valuation data from various sources – Under no circumstances will Cost Manual Data be accepted as the only and primary source for cost data. Local sources must be quoted and used as the primary reference.

- a) Primary source – Local Contractors – Indicate to the contractor that the cost information being sought is the same, as if they were being asked to construct the improvement under consideration.
- b) Recognize Cost Manuals
- c) Subject Property
- d) Similar, recently constructed properties
- e) Consider entrepreneurial profit – the difference between the cost of development (including land and improvements) and the value of a property after completion is the entrepreneurial profit (or loss) realized; it is a market-derived figure that reflects the amount an entrepreneur expects to receive for his or her contribution to the property.
- f) NOTE: If the property is historical and under federal, state, or local historic regulations, it may be necessary to obtain reproduction cost new versus replacement.

III. Apply Cost New data to the subject improvements

IV. Estimate and deduct all forms of depreciation from the Replacement Cost New. When the total depreciation is supported by adequate market data, a lump sum amount of depreciation is acceptable provided each type of depreciation is discussed. In the case of special purpose or other properties, where market data is not available and the Cost Approach is used to support the value estimate, each type of depreciation shall be shown separately, either by dollar amount or percentage, and a detailed explanation of each type of depreciation must be given together with the appraiser's reasoning in sufficient detail to allow a review appraiser to make a sound judgment as to the validity and acceptability of each type of depreciation.

V. Add Underlying Land Value to Depreciated Replacement Cost for the subject and estimate opinion of value

c. **Income Approach** – This approach should be employed on all properties, which are purchased primarily for their income producing ability or investment potential. The income produced must be attributable to the real estate itself and not to the owner, manager, or to the business operation on the subject property. Comparable rental data must be verified to the same extent as any other comparable data. Adequate information concerning owner and tenant expense allocation and terms of rental agreement (including gross rent, length of primary term, options to renew, etc.) must be included.

I. Gather subject and comparable rental data from the local and similar market areas. The appraiser should, whenever possible, examine and consider the records of the actual income produced by the subject property before preparing the potential gross income estimate. All rental properties used to estimate economic rent must be verified to the same extent as comparable sales.

II. Photograph and verify comparable rental data.

III. Apply comparable rental data to the subject to estimate gross potential or gross actual income.

- IV. Gather subject and market expense data (including vacancy estimates) for the subject from the local and similar market areas. The appraiser will usually discount the gross income estimate to an Effective Gross Income estimate to allow for any vacancy and credit loss with occasional exceptions such as properties that normally rent to “Class A” tenants on long-term leases. The percentage of vacancy and credit loss should vary according to the type of neighborhood, type of rental agreements, neighborhood factors, and general business conditions.
- V. Review, analyze, and apply expenses. Actual expense history information for the subject should be obtained from the owners. In addition, when verifying rental comparables with other area owners, request similar information in order to verify the subject’s expense as market. Additional support for expense typically associated with ownership of improvements similar to the subject may be obtained from published data reports for that type or class of property.
- VI. Apply expense to income to arrive at a Net Operating Income
- VII. Discuss capitalization techniques and present herein by apply to the Net Operating Income. The capitalization rate must be fully explained giving the data and analysis thereof considered by the appraiser in arriving at the rate, regardless of the method of rate selection employed.
 - a) Direct Capitalization
 - 1) Overall Rate – It is always preferable to derive overall rates from the comparable improved sales data as the primary method of establishing an acceptable capitalization rate. The appraiser should derive the rate only from properties, which exhibit a high degree of comparability to the subject property, particularly in the expense ratios, building age, and land to building ratios.
 - 2) Built-Up Rate
 - 3) Mortgage Equity Method
 - 4) Akerson Technique
 - 5) Discounted Cash Flow Analysis
 - b) Discuss assumptions
 - 1) Provide support for assumptions
 - 2) Review value estimates by each technique and reconcile
- VIII. Verify estimate of value as Market Value of Fee Simple Interest versus Leased Fee Interest
 - d. Reconciliation of Before Value as a Whole – Where two or more approaches to value for the subject property before acquisition are used, the appraisal shall provide and outline the correlation of the separate indications of value derived by each approach together with a reasonable explanation for the final conclusion of value
 - I. Discuss each approach and its relationship to the subject

II. Arrive at final value estimate, Before Acquisition

3. Value of the rights/portion acquire as part of the whole – based on the market value of the whole, the value of the parts to be acquired (i.e. fee simple, easement, and other rights) must be calculated. The value of the land to be acquired should normally be based on comparable properties. Any land or improvements to be acquired shall be evaluated based on their contributory value to the entirety, or the “larger parcel”, if appropriate, before the acquisition. The value of each improvement located in the area being acquired must be stated separately.
4. Value of the Remainder, as part of the whole before acquisition (mathematical) – the market value of the parts to be acquired including fee simple, easement areas, and other rights, must be subtracted from the market value of the whole to arrive at the market value of the remainder as part of the whole.
5. Value of the Remainder, After the Acquisition – the subject property must be valued using acceptable market valuation methods as if the acquisition has occurred. The appraiser must estimate the impact (benefit or damage) of the proposed acquisition using acceptable methods. Care must be taken to exclude damages which are not compensable under Georgia Law (refer to item b.(2) below).
 - a. Effects of the Acquisition – The appraiser should discuss the effects of the acquisition and project construction on the remainder of the subject property. This section of the report shall contain a clear description of any and all remainders of land and improvements and the effects of the acquisition thereon. If the remainder is essentially the same as before the taking with no consequential damages or special benefits, this should be explained in detail in the report. This may reduce the detail of the remainder description since the appraiser may merely refer to the description made in the before value estimate.
 - b. Identify and discuss compensable and non-compensable items and determine ownership of those items acquired and remaining – the appraiser is responsible for correlating their physical inspection with the specialty reports provided, and current statutory and/or case law to determine which items acquired or impacted are compensable or non-compensable in Georgia at the time of valuation.

I. Compensable items

The only damages to be considered by the appraiser are those that are definite, that is, those that result from the taking and the construction thereon, and which actually lessen the market value of the remaining property and are not included in the following list of non-compensable items of damage.

II. The following items are generally considered to be non-compensable under the law of eminent domain of the State of Georgia:

- a) Air deprivation
- b) Appraiser and witness fees
- c) Attorney fees
- d) Business profits
- e) Circuitry of travel

- f) Court Costs
 - g) Cul-de-sac
 - h) Dust from public improvement
 - i) Good will of business lost
 - j) Inconveniences during public improvement
 - k) Light deprivation
 - l) Litigation expenses
 - m) Mercantile business damages
 - n) Moving expenses
 - o) Noise generally from public improvement
 - p) Personal property
 - q) Remote and speculative items
 - r) Removal costs
 - s) Sentimental value
 - t) Torts of the Contractor and independent agents
 - u) Undeveloped projects or schemes of the owner
 - v) Value of the property to the condemner
 - w) Vibrations from public improvements
 - x) View deprivation
- c. Investigate and Discuss Alternatives for Making a Property Whole – what impact, if any, does the acquisition have on the subject property? Consideration must be given to various alternative uses for the subject property and remainder(s) or cost to cure proposals to recreate the subject's features prior to acquisition (i.e. re-striping a parking area or paving a new area to recreate lost parking).
- d. In supporting an increase or loss in value, the appropriate procedures are to be strictly followed. Proper valuation of a remainder requires an adequate discussion of the anticipated effect of the acquisition of the remainder, whether damages are assessed or benefits accrue to the remainder. An estimate of the after value of the remainder might be explained by using one or more of the following methods, which are listed in order of desirability:
- I. Sales or rentals comparable to the remainder property;
 - II. Sales or rentals of property from which there have been similar acquisitions
 - III. Development of the Income Approach on properties, which show economic loss or gain because of similar acquisitions
 - IV. Public sales of comparable lands by the State or other Public Agencies to private sector grantees, based on market value appraisals
 - V. In the event the data described in (1) to (4) above are not available, the appraisal shall so state and give the appraiser's reasoning for the value estimate. It is the Department of Transportation's position that sufficient remainder sales or rentals are available from which to obtain an indication of the impact an acquisition will have on a remainder.

- e. It is entirely possible to have consequential damages and specific or special benefits existing at the same time, arising from different causes. Therefore, occasions may arise where only part of the consequential damages is offset by special benefits and others estimate consequential damages to the remaining property, all compensable factors must be considered, and in doing this, the special benefits must be deducted to give the “net” consequential damage. Both amounts must be shown if they exist, along with any available data, analysis, and reasoning to give full explanation to support the appraisers estimate. If the consequential damages are shown and there are no special or specific benefits to the property, the statement “No Special Benefits” shall be made. Estimated specific or special benefits may offset damages if those benefits are directly attributable to the remainder, versus the general benefits of the project. However, special benefits may not be used to offset the value of the property to be acquired.
 - f. Cost to cure – A cost to cure the damage may partially or fully mitigate damages. Compensation may be a combination of cost to cure and consequential damage to the remainder.
6. Leased Properties, other divisions of interest in realty – All physical, legal, and economic divisions of interests in the real estate being appraised and personally being reported by the appraiser should be outlined with specific information including ownership, contact information for that owner, valuation, and support of information – acceptable leased fee, leasehold valuation methods must be followed.
 7. Damages to Specialty Items:
 - a. Compensation for Trade Fixtures – The compensation for trade fixtures should be calculated as detailed in Chapter 4 “Information for the Appraiser.”
 - b. Compensation for Signage – Compensation method will be based on instructions as detailed in Chapter 4 “Information for the Appraiser.”
 - c. Compensation for Fencing – Compensation method will be based on instructions as detailed in Chapter 4 “Information for the Appraiser.”
 8. Allocation of Estimated Compensation, Damages, and Benefits, DOT Compensation Summary Form 388C or 388N – The appraiser is required to allocate the estimated compensation for land and improvements, damages, and special benefits (if applicable). This form must also be signed and dated by the appraiser.
 9. Economic Rent – refer to Chapter 4 “Information for the Appraiser.”
 10. Attachments – see Chapter 4 “Information for the Appraiser.”

Appraisal Review Requirements

- A. It is the Sponsor’s and the District Local Government Coordinator’s responsibility to set up, as early as possible, a detailed review of the project with the Review Appraiser assigned to that project. At this time, decisions should be made regarding the appraisal problem for each parcel, the number and type of appraisal reports to be prepared on each parcel, the need for specialty reports, the type and number of

such reports, the amount of time to be permitted in preparing the reports, design changes to mitigate potential damages, and any other relevant matters.

- B. When the project Data Book is submitted for review, the Review Appraiser will review this Data Book and when it is deemed to be satisfactory will so indicate by placing a signed statement in the data book. The Review Appraiser will be given the option of making a desk review only of this data book, but must indicate, in writing, the reasons why he found a field review unnecessary.
- C. All appraisals may be checked for math, format, and content by an assistant assigned to work with the Review Appraiser. The Review Appraiser must then analyze the report for a proper estimate of fair market value.
- D. Uneconomic Remnants/Policy Decision – When the partial acquisition of a property leaves a remainder that is, in the appraiser's opinion, significantly unusable in nature, the Review Appraiser will determine whether the remainder constitutes an uneconomic remnant. An uneconomic remnant is a remainder, which has little or no value or utility to the owner. If the remainder is determined to be uneconomic, the owner is given the choice of retaining possession of the remnant or selling it to the acquiring agency for its value after the acquisition.
- E. Two appraisal reports will normally be required only on parcels where the Review Appraiser and the Sponsor make a prior determination that the complexity of the assignment requires a backup appraisal; however, the Review Appraiser has the option of requesting an additional report on any parcel where the first appraisal is considered questionable.

General Appraisal Review Process

- A. Appraiser submits the General Data Book prior to the first set of appraisals.
- B. Appraisals pre-reviewed by an associate to Review Appraiser (staff at DOT) for math, form, and content, if necessary.
- C. Review for analysis and approval by Review Appraiser
 - 1. Desk Review – the appraisal is reviewed without physical inspection of the site by the Review Appraiser in conjunction with the appraisal after its completion.
 - 2. Field Review – the appraisal is reviewed including a physical inspection of the site and comparables by the Review Appraiser in conjunction with the appraisal after its completion.
- D. If the appraisal is deemed acceptable, it will be approved for negotiations.
- E. Minor Deficiencies
 - 1. Discuss with appraiser – If minor deficiencies in the appraisal report are detected in the course of the review, the Review Appraiser will contact the appraiser and discuss potential resolutions.
 - 2. Correct with R/W Form 532, Review Appraiser's Report – If report deficiencies are minor and correctable by the Review Appraiser in a manner, which would not be misleading to future readers of the report, the corrections may be made and noted on Form 532.

F. Major Deficiencies

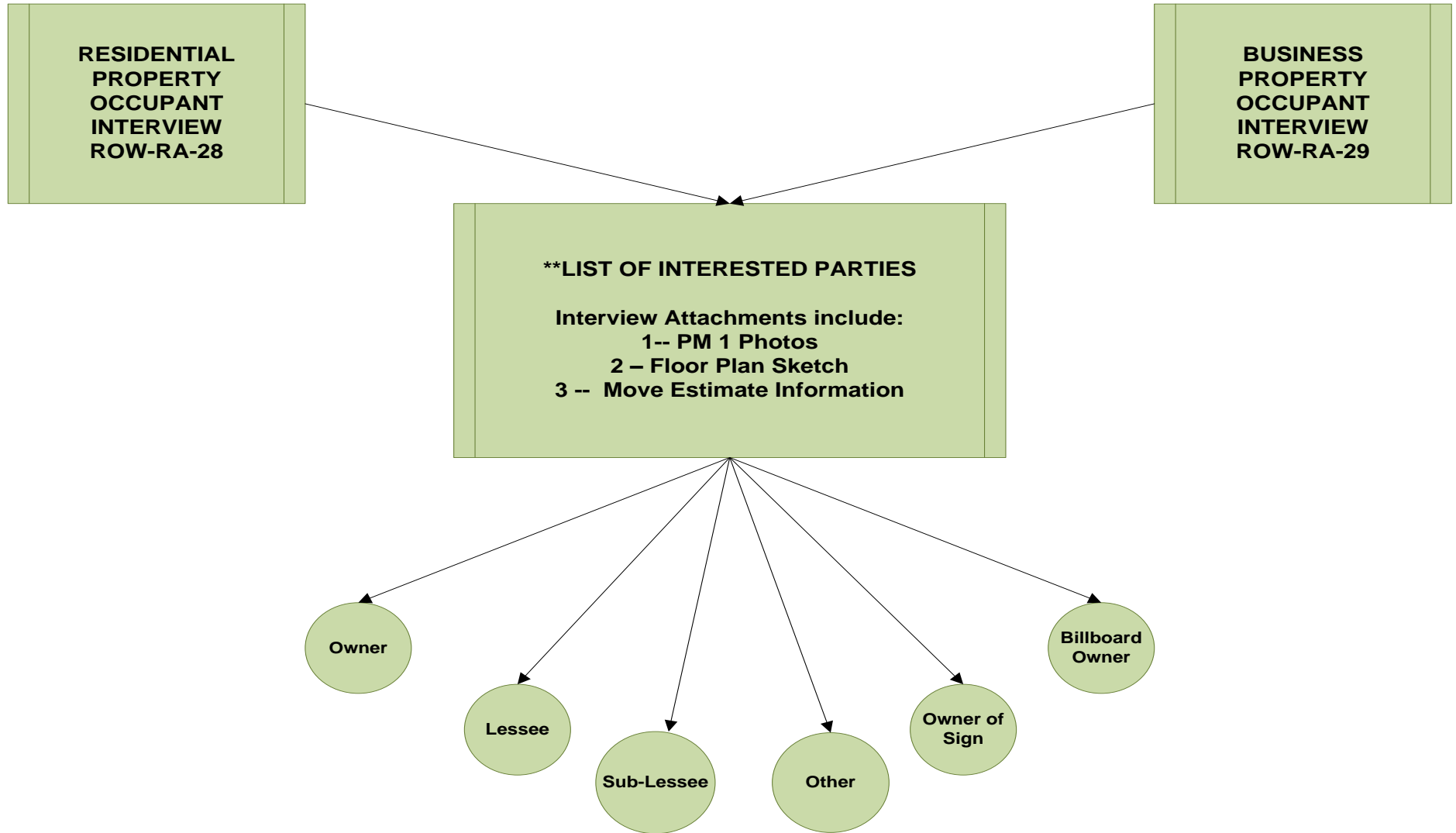
1. If the deficiencies are major with regard to valuation analyses, theory, etc., the Review Appraiser will send a Correction Letter to the Appraiser explaining the deficiencies in the appraisal report and noting the required period for submitting the corrections. A meeting between the Review Appraiser, Project Manager, and Appraiser may be necessary.
2. The Review Appraiser must send a copy of the Correction Letter to the responsible District Local Government Coordinator, the Sponsor and the State Appraisal and Review manager at the same time it is sent to the Appraiser.
 - a. The Review Appraiser and the Sponsor both have the responsibility of following up with the appraiser on requested corrections. However, it is the Review Appraiser's ultimate responsibility to deal directly with the appraiser in obtaining corrections or revisions or in communication of comments regarding the appraisal(s).
 - b. It is not the Sponsor's responsibility to review the reports or act as a "middle man" in the review process except in the aforementioned role of following up on corrections and in making requests for plan revisions, specialty reports, etc.
3. Upon completion of the corrections or revisions, the Review Appraiser then reviews those corrections, revisions, and/or updates.
4. If the corrections, updates, or revisions are sufficient, the appraisal is approved and the Review Appraiser's Report, Form 532, is completed. If they are not sufficient or not provided in the time prescribed, the appraisal may be rejected with documentation provided in the appraiser's file as well as the file for that parcel and the project.

G. NOTE: For corrections requested by the Review Appraiser due to deficiencies in the work that was included in the original scope of the assignment, no fee may be charged to the Department. Additionally, if the appraisal report(s) is/are ultimately rejected, the Department is not obligated to pay for any unsatisfactory report.

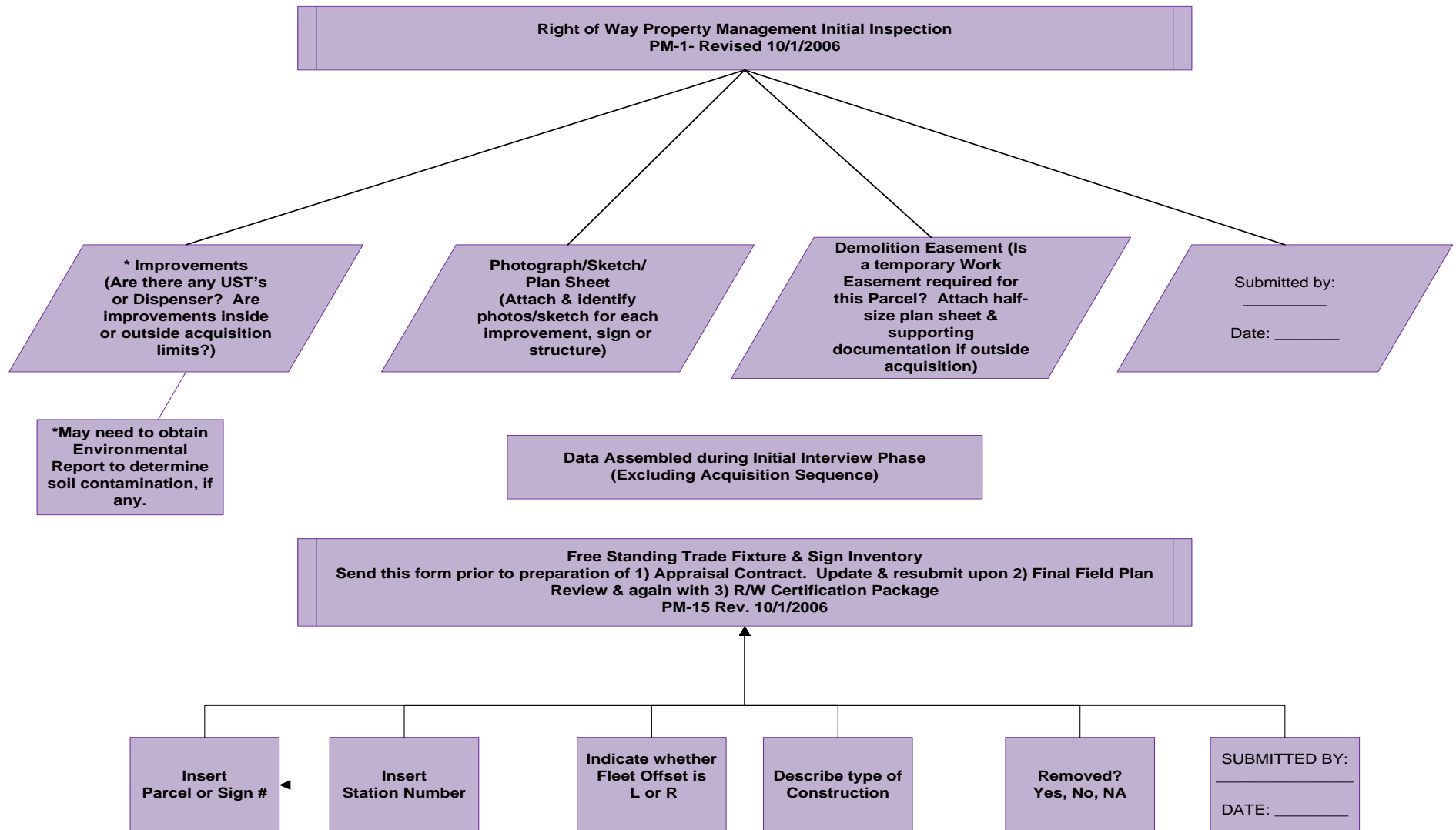
H. Upon approval by the Review Appraiser, the appraisal, along with the attached Review Appraiser's Report, is released to the District Local Government Coordinator who will forward documents for preparation of a negotiation package.

RELOCATION AND PROPERTY MANAGEMENT FLOW CHARTS

RELOCATION PRE-ACQUISITION ACTIVITIES



PROPERTY MANAGEMENT PRE-ACQUISITION ACTIVITIES



Property Acquisition Activities

49 CFR Part 24

Basic Acquisition Policies

**Basic Acquisition Policies
Job Aid**

Expeditious Acquisition

49 CFR 24.102(a)

- LPA makes every reasonable effort to acquire the property expeditiously by negotiations

Notice to Owner

49 CFR 24.102(b)

- Notify owner in writing of LPA's interest in acquiring the property
- Notify owner of basic protections provided by law and 49 CFR Part 24.102
- LPA makes personal contact with owner - provides information about the project and impact on the owner
- Brochures about the Uniform Act and the property acquisition process are available from State DOTs or FHWA at www.fhwa.dot.gov/realestate

Just Compensation Offer Established

49 CFR 24.102(d)

- LPA must establish amount it believes to be just compensation – before initiation of negotiations
- LPA cannot establish an amount less than approved appraisal of the fair market value
- LPA official must establish amount believed to be just compensation

Prompt Written Offer to Purchase

49 CFR 24.102(d)

- LPA makes a written offer promptly after establishing amount believed to be just compensation
- LPA should deliver written offer in person to property owner
- LPA may deliver written offer by mail

See Accelerated Negotiations by Mail section below for complete information on this option

Summary Statement

49 CFR 24.102(e)

- LPA must provide owner a summary statement of the amount established as just compensation along with the written offer to purchase – if partial acquisition, state compensation for real property acquired and damages to remainder, if any, separately
- LPA must provide description and location of the real property and the interest in real property to be acquired
- LPA must identify buildings, structures and other improvements which are included as part of offer of just compensation
- LPA must also provide a summary statement to the tenant owner of any buildings, structures or other improvements affected by acquisition

Basic Negotiation Procedures

49 CFR 24.102(f)

- LPA makes all reasonable efforts to contact owner or owner's representative to discuss offer
- LPA explains basis for the offer of just compensation
- LPA explains acquisition policies and procedures
- LPA gives owner reasonable opportunity to consider the offer and present material which owner believes is relevant to determining value of property – may include owner obtaining his own appraisal
- Federal Regulations describe reasonable opportunity to afford the owner a minimum 30-day period to consider LPA's offer, depending on circumstances – regardless of project time pressures, LPA must afford property owners this opportunity
- LPA gives owner opportunity to suggest modifications in proposed terms and conditions of purchase
- LPA must consider any information brought forward by owner not considered during appraisal

Negotiations by Mail

(Certified Mail, Return Receipt Requested)

- Alternative method when property owner is not available for personal contact
- Optional approach may involve complete negotiations by mail with no personal contact, or a limited use, such as the first offer by mail and follow-up personal contact
- LPA should honor reasonable requests for personal contact from property owner

This process may not be used on parcels that require relocation.

No Coercive Action

49 CFR 24.102(h)

- LPA conducts negotiations without any attempt to coerce the owner into reaching a settlement
- Avoid using condemnation as a threat

90-Day Notice

49 CFR 24.203(c)

- All occupants receive minimum of 90 days written notice before Agency can require they vacate
- If residential occupant, 90-Day Notice is not valid without prior or accompanying notice/offer of comparable replacement housing

Payment Before Possession

49 CFR 24.102(j)

- Before owner can be required to surrender possession of property, LPA must pay for property, either through a negotiated settlement/closing or condemnation proceedings

Conflict of Interest

49 CFR 24.102(n)

- Appraisers, review appraisers or preparers of waiver valuations can only negotiate for real property for which they made an appraisal, appraisal review or waiver valuation if the offer is \$10,000 or less

Documentation of Negotiations

49 CFR 24.9; 23 CFR 710.201(f)

- LPA Agent (staff or contract Agent) must conduct negotiations in an appropriate manner and document the negotiations in log or diary
- Negotiator should maintain adequate records of negotiations or other contacts for every parcel
- Records should be written in permanent form and completed within a reasonable time after each contact (date, place, parties of interest contacted, offers made, counteroffers, list of reasons settlement could not be reached, any other pertinent data), dated and signed by negotiator
- Record contained in the log may assist in determining prospects for administrative settlement – if negotiations are unsuccessful, the record should contain documentation of negotiator's recommendation for appropriate future action

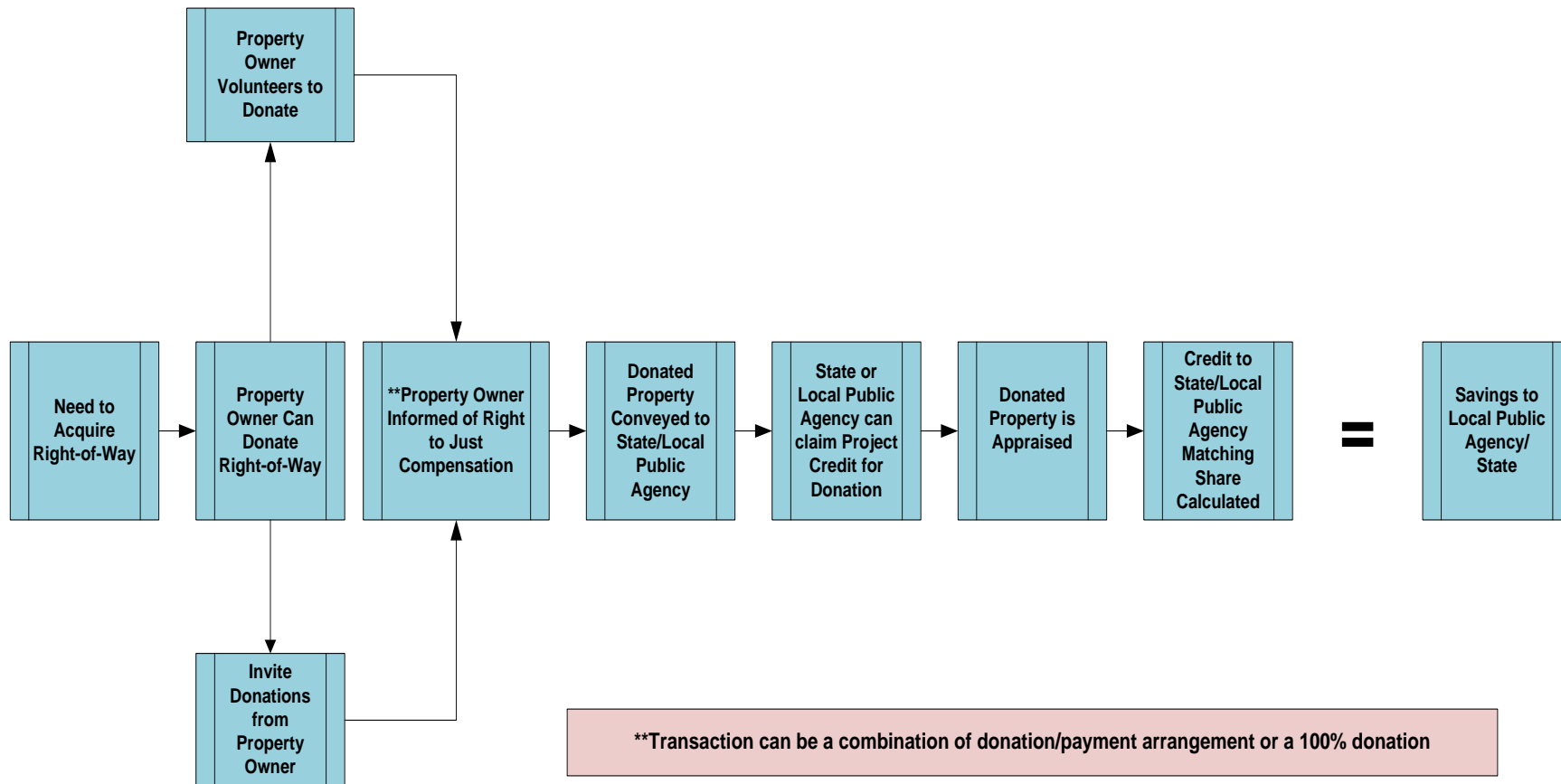
Administrative Settlements

49 CFR 24.102(i)

- Agency official approves settlement as reasonable, prudent and in the public interest
- Federal-aid participation requires written justification supporting the settlement
- Examples of issues appropriate to consider in administrative settlements:
 - Information contained in all available appraisal reports, including the owner's
 - Substantial differences of opinion regarding valuation issues, such as the determination of highest and best use
 - Complexity of severance or other issues leading to uncertainty in value
 - Handling of legal issues in approved appraisals
 - Consideration of time to anticipated title transfer date
 - Likelihood of jury sympathy for the owner
 - Possibility of obtaining an unbiased jury
 - Recent court awards for eminent domain takings in the geographic area of the acquisition
 - Credibility of expert witnesses
 - Potential costs of litigation

Right of Way Donation Process

RIGHT OF WAY DONATION PROCESS FLOW CHART



Donations can be made under the following conditions:

- A. Explain the various options available to the owner:
 - i. Receive Fair Market Value based upon an appraisal report.
 - ii. Donate with or without a waiver of the right of a written appraisal based upon a cost estimate.
 - iii. Negotiate for Services waiving the right of a written appraisal. However, a data book or cost estimate must be used to calculate the “Estimate of Appraisal Calculation.”
- B. If the owner does not sign the “Waiver Letter” authorizing the “Negotiation for Services or Payments,” or if the owner elects to receive Fair Market Value based upon a written appraisal:
 - i. Do not proceed with negotiations.
 - ii. Do not discuss property values or the “Estimate of Appraisal Calculation” form.
 - iii. Advise owner that the property will be appraised by a Certified Appraiser who will make contact at a later date for a property inspection.
 - iv. Notify Sponsor to initiate an appraisal.
- C. If the owner signs the “Waiver Letter” selecting the option of services or payments:
 - i. Present the offer based upon the amount concluded on the “Estimate of Appraisal Calculation” form.
 - ii. A settlement cannot exceed \$25,000 (\$10,000 using Cost Estimate) or include property damages. The counter-offer justification is documented on the “Estimate of Appraisal Calculation” form.
 - iii. The owner may stop negotiation at any time and request that an offer be made based upon a written appraisal.
- D. If a settlement is reached, or owner agrees to donate, obtain a copy of the option or agreement from the owner for approval. Once approved, place a second copy in the Project Operation Folder to be later furnished to the Construction Project Engineer.
 - i. Follow the procedures outlined in “Closing Procedures and Parcel File Closeout”.
- E. If a settlement is not reached within a short period of time, not to exceed thirty (30) days, conclude negotiations. Inform the owner that the Department must proceed in having the parcel appraised by a Certified Appraiser.

- i. Also inform the owner that an offer based upon Fair Market Value will be made after the completion of the appraisal and its review, which may take several months. Notify the Sponsor to initiate an appraisal.
- F. Contacts made during the appraisal process yielding a reasonable counter-offer must be discussed with the Sponsor for possible acceptance prior to any commitment to the owner (Do not, however, continue negotiations).

Advanced Acquisition Procedures

The following steps must be observed during the advance acquisition phase:

1. All Advanced Acquisitions require an Environmental Clearance for the properties being acquired.
2. The Environmental Approval cannot be more than 6 months old when the offer is made to the owner(s).
3. If the Locals are responsible for the Project's Environmental Work, they will also be responsible for the advanced purchase environmental work.
4. If the Locals are consulting out the environmental work, this could involve additional payment to the consultant by the Locals. (These situations should be addressed in any future consultant contracts in order to avoid additional payment.)
5. If the Locals are to purchase the Project R/W with 100% Local Funding, All Advanced Purchases will need to be reviewed and approved by the GDOT Local Government Coordinator in the G.O.
6. The File, containing the Approved Environmental Clearance and the Documentation/Justification for the advanced purchase shall be submitted to the Local Government Coordinator, the liaison between G.O. and the Locals.
7. Also required by both State and Federal Procedure, on All Advanced Acquisitions, is public notification of the intent to acquire an advanced Hardship or advanced Protective Buying.
8. The above Public Notification requires a Legal Advertisement (Ad) being run in the legal organ of the county in which the property is located. See page 54 for an example of a legal advertisement.
9. This Ad should state the Local Sponsor's intent to acquire the property in advance, with the location of the property, description and project number.
10. This Ad needs to run for two (2) consecutive weeks and should include an address for any return responses and/or comments. (A copy of the letter used can be faxed or emailed to you, if needed).
11. All Appraisal Reports shall be prepared by Appraisers on the Department's Approved Appraiser List, submitted for review, and returned by the Department's Review Appraiser assigned to the project.

12. Locals are required to prepare and handle all relocation benefits, which includes Residential and Business interviews, housing and moving studies and estimates.
13. If there are Federal Monies in the R/W Acquisitions, all of the above still applies, except the requests will be submitted to the FHWA for their concurrence and approval. FHWA will have final approval or rejection when Federal Funding is involved in the R/W Acquisition process.

NOTICE OF ADVANCE ACQUISITION

The Georgia Department of Transportation is hereby giving official notice to the public that it is proposing to purchase property on Mac Johnson Road, east of Bishop Road. This property is being acquired as an advanced acquisition.

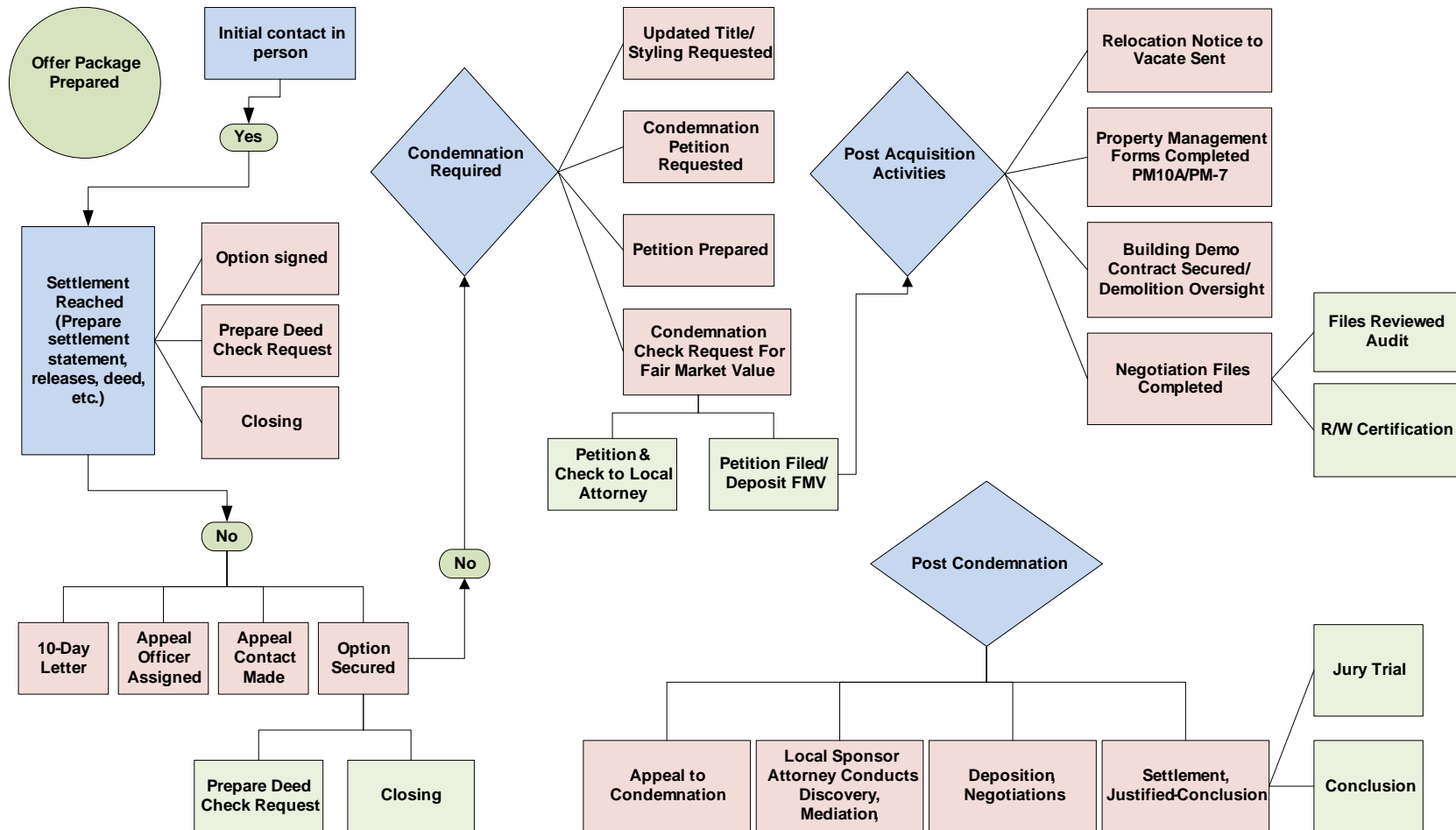
Project EDS00-0500-00(005), Bartow County is proposed as the New Construction of U.S. 411 Relocation from S.R. 3/U.S. 41 to I-75; including I-75 Interchange. The property described above is needed to accomplish this upgrading. This is the only feasible alternative.

Any questions concerning this matter should be addressed to:

Right of Way Administrator
Georgia Department of Transportation
One Georgia Center – 14th Floor
600 West Peachtree Street
Atlanta, GA 30308

PROPERTY ACQUISITION PROCEDURES

GO WITH THE FLOW!!!



PROJECT ADMINISTRATIVE REQUIREMENTS

Project Administrative Requirements

Right of Way Acquisition Requirements entail the following:

1. Preliminary Title Report

- a. FHWA requires a Preliminary Title Report on each parcel being acquired.
- b. When acquiring only a Driveway Easement, a “Verification of Ownership” is required in lieu of a Preliminary Title Report.

2. Valuation Methods:

- a. Appraisal Report must be used if:
 - i. Consequential damages are anticipated;
 - ii. The estimated value is over \$25,000;
 - iii. The Property Owner elects to have an appraisal prepared.
- b. Right of Way “Sales Data Book” (NSF) used if:
 - i. No consequential damages are anticipated;
 - ii. The estimated value is \$25,000 or less
- c. Right of Way Cost Estimate may be used if:
 - i. No consequential damages are anticipated;
 - ii. Value is \$10,000 or less.

3. Appraisals

- a. Appraiser Selection Process:

The Sponsor will select an appraiser from the approved DOT List to perform one of the methods. The appraiser must be qualified to perform the level of work as recommended by the Review Appraiser.

- b. Criteria for Appraisals:

- i. Sponsor/Local Government Agency will select an appraiser. The selected Appraiser must be on the approved GDOT Appraiser List. Copies of the list will be provided by your D.L.G.C. The type of report required will be determined by the GDOT Review Appraiser. The selected Appraiser must be qualified to perform the level of work as designated by the GDOT Review Appraiser. The format and level of documentation for an appraisal depends on the complexity of the appraisal problem.

- ii. Detailed appraisals shall reflect nationally recognized appraisal standards, including to the extent appropriate, the Uniform Appraisal Standards for Federal Land Acquisition. An appraisal must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his or her opinion of value.
- c. Review of Appraisal:
 - i. All Appraisals will be reviewed and approved by the GDOT. NOTE: Appraiser must offer property owner the opportunity to accompany them on the appraisal inspection. This should be documented in the appraisal report.
 - ii. Failure to comply with this requirement may result in denial of Federal participation in project costs.
- d. Review Process:
 - i. The Cost Estimate; NFS Data Book; and/or Appraisal must be turned in to the Sponsor who in turn will forward to the District L.G.C. for submission to the Review Appraiser. Once the Reviewer completes his review, he will issue approval of the Cost Estimate and/or Data Book. If the property was appraised, he will release a FORM 532 which will establish the value of the property. Approval of these documents will be forwarded to the District L.G.C. who will submit to the Sponsor.

4. Negotiations:

- a. Any consultant contracted for negotiation services for the acquisition of right of way for the Local Sponsor must hold either a Real Estate License and be affiliated with a broker, or hold a Real Estate Broker's License in accordance with OCGA 43-40 unless identified as an exception under OCGA 43-40
- b. Every effort must be made to conduct negotiations by personal contact.
- c. Negotiations may be carried out by correspondence if the property owner is a non-resident of the area.
- d. A written offer to purchase must be given to the property owner. This written offer establishes the 'Initiation of Negotiations.'
- e. If Federal aid funds are being used in the Right of Way acquisition phase of the project, a written counter offer analysis must be provided to justify the increase. The State Local Government Coordinator must approve the counter offer analysis if the counter offer is above \$10,000, or above 10% of the FMV.

Every acquisition agent must keep a current, detailed written negotiations log for each parcel disclosing every conversation, contact, meeting, and telephone call with any interested party. To ensure accuracy, entries should be thorough and made during or directly following each conversation and/or contact involving each parcel. Remember, diary entries may be introduced into evidence during legal proceedings. Therefore, make certain that each entry is both detailed and limited to a recitation of factual information.

Mandatory diary entries include:

1. Contact name, date of contact, time of contact, type of contact, and location of the contact or meeting.
2. Offer amount, the fact that the offer was made both verbally and in writing; repeat the same information for any revised offer.
3. Any counter-offer made by the owner, or their agent.
4. Complete name of agent, address and contact number.
5. Full name of every person present during every meeting.
6. Specify the actual location of every meeting. Comments and remarks summarizing the meeting is required and should include the following information:
 - i. The owner's questions, requests and responses to the agency's offer AND response.
 - ii. Pertinent materials received from, or left with the owner; list documents given to the owner, i.e. option, brochure, plans, etc.
 - iii. Agent's response to specific questions or concerns
 - iv. Problems noted, special requests, construction features requested, etc.
 - v. Specifics of any relocation benefits discussed with the owner.
 - vi. The offer to purchase uneconomic remnants, if any.
 - vii. Details of any counter-offers and the outcome.
 - viii. Any other information considered pertinent or helpful.
 - ix. All detailed negotiations records must be legibly handwritten or typed.

Every two weeks, local government must provide a progress report entailing right of way acquisition status.

All files, records, reports, notes, negotiation records, statements, court records and/or documents in connection with any project acquired by the locals for GDOT, are subject to inspection by FHWA/GDOT right of way personnel.

Procedures vary depending on the type of acquisition in progress. Therefore, Offer Packages must meet prescribed GDOT guidelines. During the negotiation phase, documentation requirements are contingent upon the type of offer being made.

Sponsors will prepare an Offer Package in accordance with GDOT guidelines. Prescribed documentation guidelines are presented on the next page which must be used during the negotiation phase of every project. Please note that documentation required depends on the type of offer being made.

5. Relocation (Unlikely to occur on an Enhancement Project):

- a. If relocation is required, the relocation package is to be prepared by the Sponsor (or Agent/Consultant). The agent or Sponsor should also provide Relocation Assistance Services for the purpose of relocating a replacement property.
- b. Displacees are interviewed on the appropriate DOT Form. The relocation package must be reviewed and approved by the DOT Relocation Office prior to making the offer. The Relocation package must be submitted to the District Local Government Coordinator who in turn will submit to the Relocation Office.
- c. All Relocation activities must be conducted by qualified Relocation Representatives. If Relocation is involved, contact the District Local Government Coordinator for further instructions. A list entailing all GDOT approved Right of Way Relocation Consultants should be utilized for selecting a consultant to conduct relocation activities.
- d. No person occupying real property or having personal property located within required R/W and or easement, shall be required to vacate from his or her home, farm or business prior to *90 days* from the date they were first formally contacted in regard to the purchase of the occupied property, nor less than *60 days* from the date title passes. No person will be displaced until comparable DS&S replacement housing is made available.
- e. A 'Notice to Vacate' will be issued to any displaced person at closing.

6. Uneconomic Remnants

- a. If an uneconomic remnant has been determined by the review appraiser, an offer must be made to purchase the remainder.
- b. Also, the remnant should be acquired under an "R" deed as a separate parcel and the limits of acquisition should be clearly identified on the plat.

7. Property Management Issues:

- a. All structures within the R/W must be cleared prior to letting the Project. A Notice of Removal of Improvements will be issued if there are structures located within the required R/W.
- b. Underground Storage Tanks (UST) & Monitoring Wells (Please contact GDOT Property Management Office)

8. Counter Offers:

The Local Sponsor has the authority to approve a counter-offer or administrative settlement up to \$10,000 or 10% above the approved Fair Market Value, whichever is greater. All other counter offers or administrative settlements must be reviewed and approved by the Department, if the Department is to participate in the increase.

All counter offers, check requests, etc. will be submitted through the coordinator. The State Local Government Section in the General Office will review all counter offer justifications for acceptance or rejection. Once a determination has been made by the General Office, the coordinator will notify the County, in writing, of either approval or rejection of the submitted proposal. The Department will not participate in any portion of a counter proposal which is closed prior to the Department's review and approval.

9. Administrative and Court Settlements:

A Settlement for an amount greater than the approved appraised value may be accepted.

- a. It must be administratively approved by the assigned administrative appeals officer by the Local Sponsor.
- b. The approval shall be based upon the proposed settlement being reasonable, prudent and being in the public interest; it shall be written and signed by the appropriate authority.
- c. If a legal settlement is reached, after a condemnation action has commenced, it must be recommended by the acquiring agency's counsel and approved by the appropriate person(s).

10. Legal Settlements Authority:

CONDEMNED PARCELS LEGAL SETTLEMENT AUTHORITY

The **COUNTY** has the authority to approve a legal settlement authority on condemned parcels up to \$20,000 or 20% above the approved Fair Market Value, whichever is greater. All other legal settlement authority on condemned parcels must be reviewed and approved by the **DEPARTMENT**, if the **DEPARTMENT** is to participate in any increased expense.

All Local Public Agencies will submit to Georgia Department of Transportation (GDOT), Office of Right of Way, a settlement authority request on condemned parcels on eligible reimbursable projects. The Request will be submitted to the State Local Government ROW Coordinator on Local government letterhead when the request is outside of the local public agency condemned parcel approval authority level range of 20% or \$20,000, whichever is greater over the Fair market Value amount paid into court.

The Settlement Authority Request letter will be formatted with Project Number; P.I. Number; Parcel Number; Pay-in Amount; Date of Take; update Appraisal Date, if one; update Appraisal Amount, if one; Condemnee's Demand; Settlement Authority Request Amount; Copy of 532 Review Appraiser's Report; Copy of Update Appraisal, if one; Proper Justification written into the letter; sufficient support documentation and attachments for proposed settlement amount attached to the letter; sufficient reasoning in the letter why the Department should approve the recommended Settlement Authority Request to include any risks associated with a jury trial.

After review of the Settlement Authority request, the Local Public Agency will be notified of the decision.

If the Settlement Authority is rejected by the Department, the Local Public Agency may appeal by submitting a formal appeal letter on Local Public Agency letterhead directly to the State Right of Way Administrator within ten (10) business days of receipt of the rejection of the Settlement Authority Request or recommendation for another amount. The Right of Way Administrator will reply back directly to the Local Public Agency after review of the Appeal or recommended amount from Local Public Agency. This will be the final decision and no further appeals or Administrative Reviews will be held.

11. *Acquisition of Right of Way from State Agencies*

Notify the General Office State Local Government Coordinator immediately upon identifying any pending acquisition from a State or Federal Government Agency. **NOTE:** These properties should be identified at the Preliminary Field Plan Review (PFPR). The form entitled "Preliminary Field Plan Review Checklist" which is found in District Resources should be used when attending a PFPR. (See Chapter 5.17 Acquisition)

- a. Once the acquisition has been identified, a copy of the title report, five copies of the legal description, five colored 1 ½ sized plats and location map are to be sent to the State Local Government Coordinator for acquisition.
- b. A request for Transfer of Custody by a Revocable License Agreement and Resolution must be sent to the State Agency and State Properties Commission.
- c. After the Revocable License Agreement is executed by the Department and State Properties Commission, the final transfer of custody is made through the State Properties Commission.
- d. If Legislation Action is not required before conveyance, State owned parcels will be entered in TPRO tracking system as Acquired by Easement ("E") and date the Revocable License Agreement was executed.
- e. The final transfer of custody is made through the State Properties Commission.
- f. The Department retains the recorded easement and its recording information. The other executed easement is transmitted to the agency with jurisdiction.

- g. A copy of the recorded easement and map with the recording evidence is then transmitted.

12. Closing:

Closings will be conducted by the Sponsor's Attorney. Local Governments may elect to close without obtaining lien releases (*pertains to mortgages only*), provided owner can convey clear title with noted exceptions; and provided the property acquisition amount does not exceed \$15,000; and provided the remainder property value satisfies the outstanding lien amounts.

- i. A form is required when these types of exceptions are made. If this exception is made, it is entirely up to the discretion of the Local Government.

Right of Way Closing Requirements:

- ii. Right of Way Deed
- iii. Settlement and Disbursement Statement
- iv. IRS 1099-S Form
- v. Owner's Affidavit (Seller's Affidavit)
- vi. Final Title Certificate
- vii. A closing statement showing the disbursement of funds to the property owner(s), mortgage land contract vendors, lien holders or to unpaid taxes must also be included.

11. Audits:

- a. The Audit will occur before certification of the project is submitted.
- b. The certification will be forwarded to the State Local Government for review and approval.
- c. Certification states that all Right of Way was acquired in accordance with the Uniform Act and with 49 CFR-Part 24 and 23 CFR-Part 710.

THE ACQUISITION FUNCTION

THE ACQUISITION FUNCTION

1. PURPOSE

The purpose of the Acquisition Function is to ensure the timely and orderly acquisition of property rights necessary for a transportation system, and to ensure that the acquisition of said property rights are in compliance with both federal (***49 CFR part 24***) and state law (***Title 22 and 32 of O.C.G.A.***), and Department of Transportation policies and procedures. The Acquisition Function consists of the responsibility of making the offer and negotiating with the property owner; taking the necessary steps to complete the acquisition of the project in accordance with established schedules.

2. POLICY

It is the policy of the Department of Transportation to acquire all property rights by negotiated settlement, when possible. Every reasonable effort should be made to amicably negotiate for the required property rights before condemnation proceedings are initiated, unless the parties cannot be located or legal proceedings are necessary to clear title.

3. RESPONSIBILITIES OF THE LOCAL SPONSOR

The primary responsibility for negotiating the acquisition of right of way rests with the Local Sponsor. The Local Sponsor is responsible for making project related assignments and ensuring that all negotiations and acquisition activities are properly conducted in an orderly and timely manner. Any consultant contracted for negotiation services for the acquisition of right of way for the COUNTY/CITY ***must hold either a Real Estate License and be affiliated with a broker***, or hold a Real Estate Broker's License in accordance with ***OCCA 43-40*** unless identified as an exception under ***OCCA 43-40-29***.

4. RESPONSIBILITIES OF THE NEGOTIATOR

The primary responsibility and ultimate duty of the negotiator is to acquire the property rights necessary for a State or Local Transportation System in compliance with both federal and state laws. The negotiator should be familiar with the ***Uniform Relocation Assistance and Real Property Acquisition*** procedures for Federal and Federally-assisted programs (***49 CFR Part 24***). The negotiator is responsible for representing the Local Sponsor in personal contacts with owners or occupants and for making every reasonable effort to amicably negotiate a settlement. The negotiator should assume a number of secondary responsibilities in order to properly and effectively discharge the primary responsibility of amicably securing required property rights. These responsibilities include, but are not limited to the following:

The Negotiator:

Should be the most knowledgeable person concerning the combined aspects of the parcel assigned to him. Should fully understand scope of the project and the specific design details of the subject parcel. Should understand the reasoning and conclusion of the appraisers and review appraiser, the parcel's title examination researched by the attorney, the relocation determinations and property management procedures. He should be able to clearly explain these various components to property owners so that they fully understand the overall aspect of the pending acquisition.

- i. Should be fully acquainted with the proposed construction details and their effect on the remaining property and surrounding neighborhood. This includes the knowledge and understanding of right of way plans, construction plans, cross sections and driveway profiles. The negotiator should offer explanation of these features at time of initial offer to every property owner impacted by acquisition.
- ii. Should plan his work so that it can be properly completed within the scheduled time frame established for the project.
- iii. Should always be prepared to answer pertinent questions asked by a property owner and should maintain written legible reports, records and memorandums necessary to document his actions, answers and comments.
- iv. Should always present a neat, clean and business like appearance and conduct self in a courteous, considerate manner.
- v. Undue haste in attempting to bring about a settlement, superior or patronizing attitudes, unnecessarily protracted interviews or an authoritative attitude towards the owners should be avoided.

PREPARATION FOR NEGOTIATIONS

The following procedures represent an outline of the minimum preparation necessary before meeting with an owner. Property negotiations may consist of three separate formats**:

- a) Negotiation based upon an approved appraisal
- b) Negotiation for Payment or Services (NFS) based upon a pre-approved value range.
- c) Negotiation based upon an approved project cost estimate

*****All assignments must be submitted to GDOT for prior approval before going forward.***

1. Assignment

If the estimation of value for each parcel on a project is \$10,000 or less, negotiation from the **approved project cost estimate** may be approved.

If the estimation of value for each parcel is estimated to be \$25,000 or less and no consequential damages are anticipated, negotiations from a **sales data book** may be utilized using a **“pre-approve range of values”** by the review appraiser.

If parcel is appraised, appraisal must be submitted to the Department of Transportation for review and approval. An offer cannot be made until a **“Review Appraisers 532 Report”** is issued.

2. Create Parcel File – Separate Relocation file

Create parcel file and write Project number, P.I. number and Parcel number at the top of folder. Place within the file all documents pertaining to the parcel, such as Owner Verification

form, Preliminary Title Report, and if appraised, the Appraisal(s) and Review Appraiser's 532 Report. After preparation, place in the file copies of the Negotiation Package with highlighted R/W and construction plan sheets involving the subject parcel.

Other interests: If the parcel involves compensation to other interests, such as a tenant, a separate file folder should be created and maintained regarding the acquisition activities for each interest.

Displacees: A separate relocation file folder should be maintained and separate negotiation records should be recorded for each displacee.

3. Project Plans and Design

- A. Review and understand the overall concept and purpose of the **project** such as an intersection improvement, bridge replacement, roadway widening, passing lane addition. Understand its design features whether its 4 lane raised concrete median, ditch section, curb and gutter section, beginning and ending of project, median break locations, limited access, noise walls, etc.
- B. Study and familiarize yourself with the proposed design and construction features involving the ***subject parcel*** itself, such as the purpose of the required right of way and/or easements, road elevations, cut section, fill section, steepness and elevation of slopes, water drainage, construction limits, edge of pavement, percentage of driveway profile, property access, median, sediment basin, security fence replacement, etc.
- C. Check all construction x-sections, driveway profiles, construction limits, etc. with right of way plans to ensure they match-up correctly.
- D. Make two copies of all plan sheets involving the parcel including Right of Way parcel sheets, construction, cross-sections, driveway profiles, etc. (1st copy for owner 2nd copy for file)
 - Mark and color the plans for easy understanding

4. Negotiation Package Preparation and Owner Contact

- A. Contact the owner and schedule the appointment. The appointment is to be made as soon as possible, typically no longer than ten business days from date of assignment or issue of 532. Be familiar with title report, i.e. ownership information, title exceptions, liens, etc.
 - i. The appointment with the owner is to take place prior to any offers being presented to other property interests.
 - ii. First contacts should be made in person unless circumstances require offer to be mailed, such as an out of state owner. If by mail, the entire package with plans are to be sent by certified mail accompanied with an introduction transmittal letter. Be sure to confirm with the owner the correct mailing address.

- B.** Prepare appropriate Negotiation Package and proofread before making copies. The standard owner negotiation package includes the following documents.
1. Offer Letter (Waiver Letter used for Negotiation for Services)
 2. Statement of Estimated Values
 3. Letter of Availability of Incidental Payments
 4. Right of Way Option with attached plats highlighting proposed acquisition
 5. Brochure entitled 'What Happens When Your Property is Needed for a Transportation Facility'
 6. Receipt for Brochure
 7. Negotiation Record
 8. Owner's Acknowledgement receipt of plans
 9. Waiver Letter
- i.** Variations in the Offer Letter may be necessary if the parcel involves an uneconomic remnant, relocation remainder, leased fee/leasehold interests, or life estate/remainder man interests.
- C.** Staple Offer Letter to 'Statement of Estimated Values' (Does not apply to Negotiation for Service Package).
- D.** The owner is to be given a copy of the drawing supporting the cost to cure, if the cure was approved by the Reviewer. It is acceptable to provide owner with the final line item cost (not a copy of entire report) as long as this amount was the same amount as shown on the 532.
- E.** Sign and date all forms *(date shown should be the same date of the scheduled appointment)*
- F.** Place all copies in file.
- G.** Be sure to include retention value (and bond, if required), in Statement of Estimated Values and Option.

5. **Tenant and Other Parties Receiving Compensation**

- A. When a tenant or other interest has a tabulated leasehold, life estate or similar divided interest in the fee simple value of the property, the property owner must first give written approval for the negotiator to negotiate directly with this party. If the approval is not given, the negotiator will negotiate with the owner for the combined fee and tenant interest and the owner will be responsible for negotiation with the other party. This does not mean however that the other party should not be contacted and advised of the impending acquisition and advised that the owner has elected to negotiate his interest.
- B. Any compensation for improvements or trade fixtures which are in the sole ownership of the tenant will be negotiated directly with the tenant.
- C. Any relocation offers involving the tenant must be made directly to the tenant.
- D. A tenant or other interest **cannot be closed** prior to an owner closing if the interest is a leasehold, life estate or similar divided interest in the fee simple value of the parcel. A tenant or other interest **can be closed** by Quit Claim Deed prior to an owner closing if the interest only consists of tenant improvements and or trade fixtures and does not involve a tabulated leasehold, life estate or similar divided interest in the fee simple value of the parcel.
- E. After closing, the executed deed and/or other conveyance of property rights are to be recorded as quickly as possible by the attorney or staff at the county courthouse.
- F. **“Notice to Vacate” Notices:** If relocation is involved, the Local Sponsor or its representative should make every effort to attend closing (if possible) and a “Notice to Vacate” should be dated and issued same day of closing.
- G. The assigned attorney should prepare and furnish a Final Title Certificate for each closed parcel.

6. **Request for Condemnation (REIMBURSABLE ONLY) and Parcel File Closeout**

- A. Title reports should be within 6 months of current date. Request that the attorney furnish a sample petition ‘Mock Styling’ of all parties to be named in the condemnation petition. Obtain service addresses of all parties to be named in petition including tenants who do not have a recorded lease and complete ‘List of Condemnee’ form. Obtain signed and **notarized** Appraiser Affidavit (3 originals) from appraiser who’s appraisal was approved to establish fair market value. The approved appraisal estimated value should not be more than **12 months (1 year)** from date petition is filed.
- B. If a settlement is not reached through the administrative appeal process or if no appeal is filed by the owner, after the condemnation petition is complete.

7. Project Certification/Transition Meeting

The Local Sponsor is responsible for certifying the status of each assigned project including a statement of compliance to the District Local Government Coordinator (DLGC).. The DLGC then certifies to the State Local Government Coordinator. The project Certification is to include the following items:

- 1) R/W Certification Status and Compliance Letter, listing total number of deeds and condemnations filed.
- 2) Relocation Advisory Service Certification
- 3) ROW Relocation Status – TPRO Report
- 4) R/W Improvement Status Report
- 5) Sign Inventory
- 6) ROW Project Status – TPRO Report
*****Deed Book/Page or Docket Number must be entered into TPRO for each Parcel prior to submitting***

After a project is Let for construction, Project Engineers will hold a Transition Meeting. The Local Sponsor is required to attend this meeting and provide all pertinent details that will assist the Project Engineer in regards to the project. This should include, but not limited to a copy of all settlement options (particularly ones with special provisions), a list of all parcels condemned and a business card.

**DOCUMENTS REQUIRED
IN NEGOTIATION PACKAGES
&
DOCUMENTING A DETAILED
NEGOTIATION RECORD**

Figure 5.2H
Negotiation Packages* – Offer Letters

<u>Standard Owner</u> <ul style="list-style-type: none"> Offer Letter Statement of Est. Value Receipt & Brochure Incidental Payment Option/Plat Owner's Acknowledgement Receipt of Plans** 	<u>(2) Uneconomic Remnant Owner</u> <p>Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>	<u>(3) Under \$10,000 Owner (Cost Est.)</u> <p>Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p> <p>(Waiver letter not required)</p>	<u>(4) Leased Fee Owner</u> <p>Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat - Total Option/Plat - L. Fee Acknowledgement</p>
<u>(5) NFS Owner(Data Book) Under \$25,000</u> <p>NFS Offer Letter Waiver/Donation Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>	<u>(6) D/W Only Owner</u> <p>Negotiation Letter Driveway Easement Receipt/Brochure Acknowledgement</p>	<u>(7) Leasehold Tenant</u> <p>Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat-L. Hold Acknowledgement</p>	<u>(8) Imp./T. Fixture Tenant</u> <p>Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>
<u>(9) Trade Fixture Sign Only</u> <p>Offer Letter Sign Release Receipt/Brochure Acknowledgement</p>	<u>(10) Advance Acquisition Hardship</u> <p>Hardship Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>	<u>(11) Advance Acquisition Protective Buy</u> <p>Same as #1, Standard Owner</p>	<u>(12) Condominium Units</u> <p>Condo Offer Letter A Condo Offer Letter B Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>
<u>(13) Townhouse Units</u> <p>Townhse Offer Letter A Townhse Offer Letter B Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>	<u>(14) State Employees or Public Officials</u> <p>Offer Letter Statement Est. Receipt/Brochure Incidental Pmt Option/Plat Acknowledgement</p>	<u>Acknowledgement of Access Rights</u> <p>To be included in all offer packages where limit of access rights are proposed.</p>	<u>Condemnation Request</u> <p>Condemnation Request Form Condemnation Service Addresses Preliminary Title Report Appraiser Affidavit (properly executed) Any special instruction</p>

*All files are to maintain "NEGOTIATION LOGS"; Separate file logs for Relocation and for each interest (i.e., signs, tenants)

- The Negotiation Package involving a Relocation Remainder is the same package used for an Uneconomic Remnant.
- The Negotiation Packages involving Life Estate/Remainder-man interests are the same packages used for Leased Fee/Leasehold interests

**Owners Acknowledgement of Receipt of Plans to be included as part of ALL offer packages

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Documenting a Detailed Negotiation Record



1. List Owner Contact information
 - a. Name and Address of Owner(s) or Owner's Representative at meeting
 - b. Date and Location
 - c. Attendees Present
2. If could not meet in person, document reason and dates offer package was mailed.
3. Introduce yourself and give property owner your contact information or business card
4. Start with and document explanation of Project Overview:
 - a. Purpose of construction
 - b. Timetable
 - c. Design features (How project will be constructed)
 - d. Document response from Property owner
5. Explain and document Parcel Overview:
 - a. What is needed to be acquired and why (Fee Simple, access rights, etc).
Use of visual aids, i.e.: ROW Plans, cross-sections, driveway profiles, other construction plans, etc.
 - b. Explanation of Require ROW (area, depth, length).
 - c. Easements and purpose (permanent, temporary, slope, utilities, etc)
 - d. Document response from Property owner
6. Review Preliminary Title Report.
 - a. Confirm ownership
 - b. Obtain addresses and/or telephone numbers of title exceptions for closing attorney
 - c. Obtain or verify information regarding tenants. Obtain contact information if needed.

Documenting a Detailed Negotiation Record

7. Offer to property owner opportunity to review acquisition area on ground and document:
 - a. Whether parcel was staked during review.
 - b. Property owner was given corresponding Right of Way plan sheet and cross sections.
 - c. Document response from property owner
8. Present offer package and document what was presented:
 - a. Receipt for Brochure and Brochure
 - b. Offer letter & incidental payments, etc.
 - c. Option with plats
 - d. Etc.,
9. Explain Appraisal overview
 - a. Procedures used by appraiser in arriving at value (Market Approach, Income, etc.)
 - b. Explain use of comparable sales and be prepared to share with Property owner a list of comparables (Do NOT Give copy of appraisal under any circumstance)
 - c. Review Cost to Cure. May share drawing related to cost to cure and provide owner with the final line item.
 - d. Document response of Property Owner.
10. Discuss closing procedures and information about Project Attorney (who and where located).

Address all of the owners concerns; if unsure of answer, inform the owner that you will get back in touch with them. Follow-up in timely manner and document follow-up contacts. Document!



Do not allow negotiations to go on beyond 60 days; 30 days for NFS

Instructions for Negotiation Package Preparation and Owner Contact

1. Contact the owner and schedule the appointment. The appointment is to be made as soon as possible, typically no longer than ten business days from date of assignment. The appointment with the owner is to take place prior to any offers presented to other property interests.

a. First contacts should be made in person unless circumstances require offer to be mailed, such as an out of state owner. The entire package with plans is sent by certified mail accompanied with an introduction transmittal letter. Be sure to confirm with the owner the correct mailing address.

b. Verify after several days to ensure offer package was received.

2. Prepare appropriate Negotiation Package. The standard owner negotiation package includes the following documents (Reference 49 CFR 24.102(d), and (e)):

- a. Offer Letter (Waiver Letter used for Negotiation for Services)
- b. Statement of Estimated Values
- c. Letter of Availability of Incidental Payments
- d. Right of Way Option with attached plats highlighting proposed acquisition
- e. Brochure entitled 'What Happens When Your Property is Needed for a Transportation Facility'
- f. Receipt for Brochure
- g. Owner's Acknowledgement Receipt of Plans

3. Variations in the Offer Letter may be necessary if the parcel involves an Uneconomic remnant, Relocation remainder, Leased fee/leasehold interests, or Life Estate/Remainder-man interests.

4. Staple Offer Letter to 'Statement of Estimated Values' (Does not apply to Negotiation for Service Package)

5. The owner is to be given a copy of the drawing supporting the cost to cure. It is acceptable to provide owner with the final line item.

6. Sign and date all forms (date shown should be the same date of the scheduled appointment)

7. Place all copies in file.

8. Be sure to include retention value (and bond, if required), in Statement of Estimated Values and Option.

I. Tenant and Other Parties Receiving Compensation

When a tenant or other interest has a tabulated leasehold, life estate, or similar divided interest in the fee simple value, the property owner must first give written approval for the negotiator to negotiate directly with this party. If the approval is not given, the negotiator will negotiate with

the owner for the combined fee and tenant interest and the owner will be responsible for negotiation with the other party. This does not mean however that the other party should not be contacted and advised of the impending acquisition and that the owner has elected to negotiate his interest.

Any compensation for improvements or trade fixtures, which are in the sole ownership of the tenant, will be negotiated directly with the tenant.

Any relocation offers involving the tenant must be made directly to the tenant.

Negotiation and Acquisition - Checklist

The negotiator should always keep in mind that owner contacts have two main purposes:

- To fully inform the owner of the pending acquisition and the acquisition process.
- To make every reasonable effort to acquire the necessary property interest at the established fair market value.

Presentation to Owner

Verify contact information for the owner. Prepare to document negotiation records.

Explain and Discuss with the Owner the Following Topics:

A. Explain the Project Overview

1. Concept: What will be constructed?

Intersection improvement

Bridge replacement

Roadway widening

Passing lane

Other

2. Purpose: Why will it be constructed?

Existing and projected traffic congestion

Nonfunctional existing design

High accident location-safety

Condition and age of existing bridge

Stacking problem

Driving visibility

Turning problem

Other

3. Timetable: When will it be constructed?

Baseline/Scheduled Let Date

Projected time construction will begin

Projected time of construction

4. Design Features: How will it be constructed?

Number of lanes

Sidewalk

Bike lane

Limits of project

Median and median break locations

Curb and gutter for drainage

Slopes and ditch for drainage

Signalization (traffic lights)

Limited access

Turn lanes

New location

Vertical curves

Horizontal curves

Other

C. Explain Parcel Overview

Review with the owner the project plan sheets:

1. What is needed to be acquired from the property and why is it needed? Use visual aids, such as: the right of way plan sheets, cross-sections, driveway profiles, and if necessary, other construction plan sheets regarding staging, profiles, typical sections, drainage, utilities, striping, etc.

2. Required Right of Way (area, depth and length)

3. Easements (area, depth and length)

a. Permanent: For construction and maintenance of (state the purpose)

b. Temporary: For construction of (state the purpose)

4. Purpose of Easements

Slope
Drainage
Driveway

Fence
Sediment Basin
Utilities

Detour

5. Access Rights

6. Other

7. Explain the difference between Required Right of Way and an Easement

D. Explain Design Features and Effect on Parcel

1. Location of required right of way and easements

2. Construction Limits – Cut “C” or Fill “F”

3. Edge of roadway pavement (sidewalk and bike lane)

4. Access due to median

5. Driveway location (width, grade and profiles)

6. Access drive if vacant remainder is no longer accessible after construction

7. Roadway and drainage features

Curb and gutter

Slope and ditch

Sediment basin

Drainage structure

Rip rap

Cross pipes

Security fence

Roadway elevation (Cross Sections)

Cut and fill slopes

Steepness in grade of slopes 2:1, 4:1, etc.

Guardrail

Proximity to remainder improvements

What happens to mailbox

8. Items, which may be, located within the parcel's acquisition areas:

Sign

Fence

Septic line

Landscaping

Trees

Well

Yard light

Sprinkler

Buildings/Structures

Parking spaces

Curb

Pavement

Other

9. Offer owner the opportunity to review the acquisition area(s) on the ground and to walk the property. If staked, explain to owner how the stakes correspond to the right of way plan sheets.

E. Review Preliminary Title Report

1. Review the Preliminary Title Report with the owner.
2. Confirm that they still are the owners of the property.

3. Confirm the stated title exceptions for accuracy and ask if there are any other exceptions, which may exist that, are not listed (Either by being missed by our attorney, documents not recorded or by recent transactions after the title report date).

4. *Obtain addresses and/or telephone numbers of title exceptions in order for our Closing Attorney to contact them for necessary release of interest prior to closing.*

5. Obtain account numbers of any security deeds or loans on the property, also to be used by our Closing Attorney.

6. Confirm that the property is not under foreclosure.

7. *Confirm that there is not a bankruptcy involved*, if so, obtain name address and/or telephone number of the court appointed Bankruptcy Trustee (Note: Property cannot be acquired either by deed or by condemnation until Trustee releases the required acquisition from the bankruptcy proceedings).

8. If an owner is deceased, ask if a Will has been probated and in what county. Attempt to obtain names of the heirs at law and their relationship and address. (If the title report does not show an estate, notify our attorney after returning to office).

9. *Ask for the names of any tenants on the property.*

10. Ask if there is anything else, regarding the property title, which was not discussed.

F. Present Offer Package

1. Brochure

Explain that the Brochure is an overview of the procedures that we follow in acquiring property as well as addresses the rights of the property owner. It also outlines the Relocation Assistance Program.

2. Receipt for Brochure

It is a requirement that owners be provided a Brochure. Ask if they would sign the Receipt acknowledging that they have received the Brochure.

3. Letter of Incidental Payments

a. Explain what items at closing will be paid directly by the Department (reference [49 CFR 24.106](#)), such as:

Closing cost

Recording fee

Pre-Payment penalties; pro-Rata share of any pre-paid property taxes

b. Explain what items will be reimbursed to the owner by the Department.

- c. Property tax for that portion of property actually acquired.
- d. Reset front property pins if there are existing pins.
- e. Reasonable Attorney fees for withdrawing money from court on title condemnations if no appeal is filed by another party.

4. Appraisal Overview

- a. Explain in general the appraisal process and procedures used by the appraiser in arriving at the value, such as the market approach and the use of comparable sales, etc.
- b. Explain that all appraisals are reviewed and approved by a Certified Reviewer Appraiser.

5. 'Offer Letter' with attached 'Statement of Estimated Values'

- a. Explain the offer letter and review with the owner the Statement of Estimated Values, addressing any value breakdown, division in property interest, (normally in a lease fee/leasehold situation) and retention value and bond, if any.
- b. If a cost to cure is involved, explain and review with the owner any drawings supporting cost to cure.
- c. **Address all of the owners concerns; if unsure of an answer, inform the owner that you will get the answer and get back in touch with them (Be Sure That You Do This As Soon As Possible)**

6. Option for Right of Way' with attached Plat

- a. Furnish the owner two copies, one for the owner to keep, and one to be signed and given back to you when the owner is ready to sign.
- b. Review the Option and explain the various sections of the form, how it applies to them, addressing when applicable the retention of improvements, economic rent, and uneconomic remnants.

Use this as a guide to document your negotiation records accordingly.

RELOCATION PREPARATION AND DOCUMENT PACKAGE

DOCUMENTS REQUIRED FOR EACH TYPE OF LOCAL GOVERNMENT RELOCATION PACKAGE

Local Government Coordinator notifies Relocation Manager of approved ROW Acquisition agreement and requests assignment of a relocation review agent.

I. Upon receipt of an approved appraisal from the Review Appraiser and receipt of the residential or business interview, prepare a Replacement Housing Report and Relocation Offer package for each displacee including moving expenses and all appropriate correspondence and forms. The report and offer package will be submitted to the Right of Way Relocation Office within thirty (30) days of receipt of the approved appraisal and interview. The report and package will be reviewed and must be approved by the Department.

II. Owner occupied residential parcels will include a replacement housing report that determines the appropriate replacement housing payment. The three comparable methods to determine the cost of comparable replacement housing must be used, and at least three comparable dwellings that are available on the private market must be analyzed. Less than three comparable dwellings may be used for this determination when additional comparable dwellings are not available (but the reasons why must be documented.) The selected comparable dwellings must be the most nearly representative of and equal to or better than, the subject property. Heated square footage and room count are key comparison factors.

a. The residential Owner Replacement Housing Report will include the following documents:

1. Photograph of subject property
2. House sketch of subject property
3. Supplemental Housing Appraisal checklist (RA-43)
4. Residential Relocation family makeup form (RA-44)
5. Comparable Housing Data (RA-45)
6. Determination of RHP summary (RA-46)
7. Replacement Housing Analysis
8. Copy of Appraisal form 532
9. Consolidated list of all listings available on market
10. Map showing location of subject and comparable properties

b. The Residential Owner Relocation offer package will include:

1. Availability letter
2. Notice to Vacate Letter
3. Receipt of Brochure (RA-30)

4. Application for relocation Assistance (RA-31)
5. Moving Claim Form (RA-40)
6. Relocation Summary Log (RA-27)
7. RPH Claim Form (RA-50)
8. Planning the purchase of a Replacement Dwelling (RA-55)
9. Instructions to Closing Attorney (RA-57)
10. DS&S Inspection Form and Photo (RA-42)
11. Relocation Moving Agreement Form (RA-36)

III. Tenant occupied residential parcels will include a replacement housing report that determines the appropriate rent supplement payment. The three comparable methods to determine the appropriate rent supplement and at least three comparable dwellings that are available on the private market must be analyzed. Less than three comparable dwellings may be used for this determination when additional comparable dwellings are not available but the reasons why must be documented. The selected comparable dwellings must be the most nearly representative of and equal to or better than the subject property.

IV. The Residential Tenant Replacement Housing Report will include the following documents:

1. Photograph of subject property
2. House sketch of subject property
3. Supplemental Housing Appraisal checklist (RA-43)
4. Residential Relocation family makeup form (RA-44)
5. Comparable Housing Data (RA-45)
6. Determination of payment (RA-47) & (RA-47A)
7. Replacement Housing Analysis
8. Copy of Appraisal form 532
9. Consolidated list of all listings available on market
10. Map showing location of subject and comparable properties

V. The Residential Tenant Relocation package will include:

1. Availability letter
2. Notice to Vacate Letter
3. Application for Relocation Assistance (RA-31)
4. Receipt of Brochure (RA-30)
5. Moving Claim Form (RA-40)
6. Relocation Summary Log (RA-27)
7. Rent Supplement Claim Form (RA-51)
8. Planning to purchase replacement dwelling (RA-56)
9. Instructions to Closing Attorney (RA-58)
10. DS&S Inspection Form and photo (RA-42)
11. Relocation Moving Agreement Form (RA-36)

VI. The offer package for Business occupied parcels will include: Similarly, a non-resident owner “reestablishment” package will be needed for owners of tenant/displace properties.

- a. Application for Relocation Assistance (RA-32)
- b. Availability Letter
- c. Notice to vacate letter
- d. Receipt of Brochure (RA-30)
- e. Moving Claim Form (RA-41)

***The Relocation Forms listed above are subject to change/additions/deletions.
Please contact the project’s Relocation Specialist for a current list of requirements.***

Project Certification

PROJECT CERTIFICATION

The acquiring agency must certify that all Right-of-Way is clear, that all residential occupants have been relocated to decent, safe and sanitary housing, that the Right-of-Way was acquired in accordance with FHWA guidelines, and that the relocation assistance and payment rules were followed, if required.

- The Right of Way Check List must be completed prior to Right of Way Certification of the Project.
- Once all properties are acquired, the sponsor will send the Right of Way certification document to the District Local Government Coordinator (L.G.C.).
- The District L.G.C. will audit all files.
- The Audit will occur before Certification of the Project is submitted.
- The Certification will be forwarded to the State L.G.C. for review and approval.
- Certification must state that all Right of Way was acquired in accordance with the Uniform Act and with Title 23 CFR 635.309 Subpart C. For additional information on Title 23 CFR 635.309 Subpart C, visit the following federal website: http://a257.g.akamaitech.net/7/257/2422/26mar20071500/edocket.access.gpo.gov/cfr_2007/aprqtr/23cfr635.309.htm
- Construction funds cannot be authorized until the Department certifies the Right of Way to FHWA and environmental approval has been obtained.

***FAILURE TO COMPLY WITH THE PROVISIONS OF THE UNIFORM ACT MAY
RESULT IN DENIAL OF FEDERAL PARTICIPATION IN PROJECT COSTS***

RIGHT OF WAY CHECK LIST (TO BE ATTACHED TO CERTIFICATION PACKAGE)

DATE

- | | | |
|-------|-----|--|
| _____ | 1. | Environmental Clearance obtained |
| _____ | 2. | R/W Plans Approved |
| _____ | 3. | R/W N.T.P. has been issued |
| _____ | 4. | Property Owners Meeting Held (if necessary) |
| _____ | 5. | Title Reports Completed by Sponsor's Attorney |
| _____ | 6. | Cost Estimate Completed and Approved |
| _____ | 7. | Review Appraiser appointed by DOT |
| _____ | 8. | Sponsor/District L.G.C./Reviewer and Relocation Agent (when applicable) have reviewed project |
| _____ | 9. | Valuation Method(s) has/have been determined by DOT Reviewer |
| _____ | 10. | DOT Reviewer has approved value
(Either Cost Est./NFS Data Book or Appraisal) |
| _____ | 11. | Interviews have been conducted for all displacees (if applicable) |
| _____ | 12. | If relocation is involved, DOT Relocation Office has approved Relocation Packages |
| _____ | 13. | If Donations are being sought; owners have been informed of right to receive just compensation and have signed Waiver Letter |
| _____ | 14. | Parcel files have been created for each parcel on project |
| _____ | 15. | Offer packages were provided to owners |
| _____ | 16. | Receipt for Brochures were obtained |
| _____ | 17. | Owner's Acknowledgement of receipt of plans obtained |
| _____ | 18. | Executed Right of Way Acquisition Contract files |
| _____ | 19. | All Written Counter Offers have been approved by State LGC
(If Applicable) |

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

ENHANCEMENT; LCI; OR CMAQ PROJECT Right of Way Certification

PROJECT NO.:

P.I. NO.:

COUNTY:

DESCRIPTION:

(Indicate Which Type Project) Enhancement _____ LCI _____ CMAQ _____

This is to advise that the right of way and/or easements have been acquired in accordance with the current FHWA directives covering the acquisition of real property on the above referenced project.

Place an "X" at the applicable item:

_____ This project is limited to the existing rights of way and no additional rights of way acquisition was required.

_____ All necessary rights of way, including control of access when pertinent have been acquired including both legal and physical possession.

_____ All Rights of Way are owned by the City/County/State/Federal Government or a combination of these.

City of County Attorney

Date

FOR DEPARTMENT OF TRANSPORTATION USE ONLY

This is to advise that the required right of way for the above listed project was acquired in compliance with 49 CFR – Part 24, the Relocation Act of 1972(as amended), and all other appropriate federal regulations and guidelines governing the acquisition of right of way for roadway purposes. Title and possession has been obtained to all rights of way. Where appropriate, relocation and property management have been completed.

R/W NOT REQUIRED _____ DEEDS _____ CONDEMNATIONS _____ TOTAL PARCELS _____

If R/W is being acquired; I have audited all files and they are in compliance with all Federal Guidelines outlined above.

District Local Government Coordinator
(Sign Only if R/W is being acquired)

Right of Way Administrator

Date

Cc: Planning and Programming Engineer – District _____

Office of Planning - _____

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DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

RIGHT OF WAY CERTIFICATION FOR LOCAL ACQUIRED PROJECTS

PROJECT NO.:

P.I. NO.:

COUNTY:

DESCRIPTION:

PROJECT TYPE: Widening _____ New Construction _____ Signal Upgrade _____ LCI _____
Reconstruction/Rehabilitation _____

This is to advise that the right of way and/or easements have been acquired in accordance with the current FHWA directives covering the acquisition of real property on the above referenced project.

Place an "X" at the applicable item:

- _____ This project is limited to the existing rights of way and no additional rights of way acquisition was required.
- _____ All necessary rights of way, including control of access when pertinent have been acquired including both legal and physical possession.
- _____ All Rights of Way are owned by the City/County/State/Federal Government or a combination of these.

City of County Attorney

Date

FOR DEPARTMENT OF TRANSPORTATION USE ONLY

This is to advise that the required right of way for the above listed project was acquired in compliance with 49 CFR – Part 24, the Relocation Act of 1972(as amended), and all other appropriate federal regulations and guidelines governing the acquisition of right of way for roadway purposes. Title and possession has been obtained to all rights of way. Where appropriate, relocation and property management have been completed.

R/W NOT REQUIRED _____ DEEDS _____ CONDEMNATIONS _____ TOTAL PARCELS _____

If R/W is being acquired; I have audited all files and they are in compliance with all Federal Guidelines outlined above.

District Local Government Coordinator
(Sign Only if R/W is being acquired)

Right of Way Administrator

Date

Cc: Planning and Programming Engineer – District _____

Office of Planning - _____

Rev 06-26-2014

Billing

Billing and Invoicing

A "Local Government Invoice for Right-of-Way" must be submitted to the Local Programs Development Office for all Right-of-Way costs. This invoice requires supporting documentation including proof of payment either by cancelled checks or electronic bank payments to be included in the request for reimbursement. The certification statement must be signed by local government officials prior to submittal for payment.

Reimbursement of eligible acquisition costs will take place upon completion of land and improvement acquisition, property management and demolition, and once all occupants have relocated off the project. Before any reimbursement of funding takes place, the Sponsor will certify, in writing to the DEPARTMENT, that title to all parcels acquired by deed is vested in the name of the DEPARTMENT, and that all property management and demolition has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The following items shall be included for each parcel and activity cost to be reimbursed:

- 1) Reimbursement of eligible costs associated with properties acquired by deed or easement:
 - a. Recorded Deed or Easement
 - b. Copy of Completed Negotiation Record
 - c. Copy of the Approved Option
 - d. Executed Closing Statement
 - e. Copy of approved Review Appraisers Report (Form 532)
- 2) Reimbursement of eligible costs associated with properties acquired through condemnation:
 - a. Copy of the filed Condemnation Petition with identified docket number.
 - b. Copy of receipt for monies deposited into court.
 - c. Copy of Quit Claim Deed to GDOT
- 3) Reimbursement of eligible property management costs:
 - a. Copy of receipt for payment between the COUNTY and any fee contractor employed by the COUNTY for property management activities
- 4) Reimbursement of eligible relocation costs:
 - a. Copy of Payment checks
 - b. Copy of Executed Claim Forms
 - c. Copy of the Approval Authorization of Payment Amount

Any deviation from or change in the above described procedure must be approved by the State Right of Way Administrator in the Atlanta General Office.

Appendix

DEFINITIONS

Definitions

Access Rights: Such rights permit ingress to and egress from a property that abuts a street or highway.

Acquisition: The process of acquiring real property (real estate) or some interest therein.

Appraisal: A written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Appraiser Certification (State of Georgia): The numbered document issued by the Georgia Real Estate Appraisers Board which permits the holder to perform appraisal services within the State of Georgia. There are four types of appraiser classifications: registered, licensed, certified residential and certified general. Certified General: may appraise any type property for any purpose. It should be noted that only Certified General Appraisers would be allowed to prepare appraisal reports for the Department.

Business: The term business means any lawful activity, except a farm operation, that is conducted: (i) Primarily for the purchase, sale, lease and/or rental of personal and/or real property, and or for the manufacture, processing, and/or marketing of products, commodities, and/or any other personal property; (ii) Primarily for the sale of services to the public; (iii) Primarily for outdoor advertising display purposes, when the display must be moved as a result of the project; or (iv) By a nonprofit organization that has established its nonprofit organization status under applicable Federal or State law.

Certification Acceptance (CA): The procedure authorized by 23 USC 117(a) for State administration of Federal-Aid projects.

Coercive Action: Any attempt to coerce the property owner into reaching an agreement.

Comparable replacement dwelling: The term comparable replacement dwelling means a dwelling which is: (i) Decent, safe and sanitary; (ii) Functionally equivalent to the displacement dwelling. The term functionally equivalent means that it performs the same function, and provides the same utility; (iii) Adequate in size to accommodate the occupants; (iv) In an area not subject to unreasonable adverse environmental conditions; (v) Location is not less desirable than the location of the displaced person's dwelling with respect to public utilities, commercial and public facilities, and reasonably accessible to person's place of employment; (vi) Site is typical in size for residential development with normal site improvements including customary landscaping; (vii) Currently available to displaced person(s) on the private market; (viii) Within the financial means of the displaced person; (ix) For a person receiving government housing assistance before displacement, a dwelling that reflects similar government housing assistance.

Condemnation: The legal process of acquiring private property or property rights for public use or purpose through the agency's power of eminent domain. Condemnation is usually not used until all attempts to reach a mutually satisfactory

agreement through negotiations have failed. An agency then goes to court to acquire the needed property.

Congestive Mitigation Air Quality Projects (CMAQ): Programs that provide funding assistance to areas designated as non-attainment by the EPA. Areas failing to meet the NAAQs receive funds to invest in projects that decrease transportation related air pollutants.

Contract or Agreement: An agreement between the Sponsor and GDOT detailing project, scope, funding, time, and maintenance responsibilities.

Construction Work Program (CWP): A listing of State and Federally funded projects approved by the Transportation Board with one or more elements, Preliminary Engineering, Right of Way Acquisition, or Construction, scheduled in the current and or within the next five (5) fiscal years.

Dedications: An acquiring agency may accept a parcel of land that a developer of a subdivision has dedicated or proposes to dedicate for street purposes in developing a subdivision. The agency may also accept the land if the dedication is done pursuant to the local planning process or at the request of the property owner for use concessions.

Displacing Agency: Pertains to any Federal agency carrying out a program or project, and any State, State agency, or person carrying out a program or project with Federal financial assistance which causes a person to be a displaced person.

Displaced Person: Any person who moves from real property, or moves his personal property from real property, or moves his personal property from real property—

- a) As a direct result of a written notice of intent to acquire or the acquisition of such real property in whole or in part from a program or project undertaken by a Federal Agency or with Federal financial assistance; or
- b) On which such person is a residential tenant or conducts a small business, a farm operation, or a business defined in paragraph (7)(D), as a direct result of rehabilitation, demolition, or such other displacing activity as the lead agency may prescribe, under a program or project undertaken by a Federal agency or with Federal financial assistance in any case in which the head of the displacing agency determines that such displacement is permanent; and
- c) Solely for the purposes of sections 4622(a) and 4625 of this title, any person who moves from real property, or moves his personal property from real property, as a direct result of a written notice of intent to acquire or the acquisition of other real property, in whole or in part, on which such person conducts a business or farm operation, for a program or project undertaken by a Federal agency or with Federal financial assistance; or as a direct result of rehabilitation, demolition, or such other displacing activity as the lead agency may prescribe, of other real property on which such person conducts a business or a farm operation, under a program or project undertaken by a Federal agency or with Federal financial assistance where the head of the displacing agency determines that such displacement is permanent.

District Local Government Coordinator (DLGC): Right of Way personnel who: assists local government agencies in acquiring right of way by monitoring the acquisition process to ensure compliance with federal and state law guidelines, prepares all right of way documents for cities and counties in assigned districts; attends public hearings, property owners meetings, and field plan reviews.

Donated Right of Way: Donation means the voluntary transfer of privately owned real property for the benefit of a public transportation project without compensation or with compensation at less than fair market value. Donated land/property may be credited towards Sponsor's local match obligation. Credit is based on the fair market value (FMV) of the land/property as approved by the Georgia Department of Transportation (GDOT) Right of Way (ROW) Office.

Donated Services and Materials: In-kind contributions or donated services and materials may be credited towards the Sponsor's local match. The Sponsor must document the reasonable value of the donation to GDOT.

DOT or GDOT: Georgia Department of Transportation

GDOT Approved Appraiser Roster: Annual list of fee appraisers approved to perform real estate appraisals for Georgia Department of Transportation. Appraisers on the Roster are classified in Levels according to their expertise and ability to perform progressively difficult appraisal assignments. The level is assigned by the Review Appraiser Manager with advice from the Review Appraisal Staff and based on each fee appraiser's experience and performance history with the Department.

Dwelling: The place of permanent or customary and usual residence of a person, according to local custom or law including a single family house; a single family unit in a two-family, multi-family, or multi-purpose property; a unit of a condominium or cooperative housing project; a non-housekeeping unit; a mobile home; or any other residential unit.

Dwelling Site: A land area that is typical in size for similar dwellings located in the same neighborhood or rural area.

Easement: An interest in real property that conveys a right to use a portion of an owner's property or a portion of an owner's rights in the property. Such an interest may be temporary, for a finite time, or permanent, of infinite duration.

Eminent Domain: Eminent domain is the right of government to take private property for public use. In the U.S., just compensation must be paid for private property acquired for federally-funded programs or projects.

Farm Operation: Any activity conducted solely or primarily for the production of one or more agricultural products or commodities, including timber, for sale or home use, and customarily producing such products or commodities in sufficient quantity to be capable of contributing materially to the operator's support.

Federal Agency: Any department, agency, or instrumentality in the executive branch of the Government, any wholly owned Government corporation, the Architect of the Capitol, the Federal Reserve banks and branches thereof, and any person who has the authority to acquire property by eminent domain under Federal law.

Federal Financial Assistance: Any grants, loans, or contributions provided by the United States, except any Federal guarantee or insurance, any interest reduction payment to an individual in connection with the purchase and occupancy of a residence by that individual, and any annual payment or capital loan to the District of Columbia.

Federal Highway Administration (FHWA): The Federal-Aid Highway Program provides Federal financial resources and technical assistance to State and Local governments for constructing, preserving, and improving the National Highway

System. The program also provides resources for one million additional miles of urban and rural roads that are not on the System, but that are eligible for Federal-aid.

Federal Lands Highway (FLH) Program: This Program provides funding for public roads and highways within federally owned lands and tribal lands that are not a State or Local Government responsibility. Through the Federal Lands Highways Program, the Federal Government provides funding to maintain and improve access to these areas that include preparing plans, letting contracts, and supervision construction projects.

Federal Project: Any project with federal participation in any project phase. For the purposes of this document, the term federal will include those projects where there is the anticipation or intent to use federal funds in any project phase. Anticipation includes discussion by local and/or state officials regarding the intended or potential use of Federal funds in any phase of the project.

Federal Uniform Act: The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, is the law governing purchase of real property on federally assisted projects.

Federal Emergency Management Agency (FEMA): This Federal agency is charged with the enforcement of the Executive Order (EO) 11988. The primary function of the agency is to avoid long and short term adverse impacts associated with the occupancy and modification of floodplains and to restore and preserve the natural and beneficial values served by floodplains. The agency assesses floodplain hazards in all construction of Federal and Federally Aided buildings, structures, roads, or facilities, which encroach upon or affect the base floodplain.

Fiscal Year (FY): The State of Georgia's fiscal year is July 1 to June 30. All budgets and state programs, including transportation plans, adhere to this fiscal year. The Federal fiscal year is October 1 to September 30.

Full Oversight Project: Projects that are administered by FHWA, for which the FHWA has full responsibility for review, approval and authorization.

General Office (GO): Georgia Department of Transportation Headquarters which is presently located at One Georgia Center, 600 West Peachtree Street – 14th Floor, Atlanta, Georgia 30308.

Initiation of Negotiations: (i) The delivery of the initial written offer of just compensation by the Agency to the owner or the owner's representative to purchase the real property for the project; (ii) whenever the displacement is caused by rehabilitation, demolition or privately undertaken acquisition of the real property (and there is no related acquisition by a Federal Agency or a State Agency), the initiation of negotiations means the notice to the person that he or she will be displaced by the project or, if there is no notice, the actual move of the person from the property; (iii) in the case of permanent relocation to protect public health and welfare, under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), the formal announcement of such relocation or the Federal or federally-coordinated health advisory where the Federal Government later decides to conduct a permanent relocation; (v) in the case of permanent relocation of a tenant as a result of an acquisition of real property as described in section 24.101(b)(1) through (5), the actions described in section 24.2(a)(15)(i) and (ii), except that such initiation of negotiations does not become effective for purposes of establishing eligibility for relation assistance for such tenants under this part, until there is a written agreement between the Sponsor and the owner to purchase real property denotes that negotiations have commenced.

Interstate Maintenance (IM): Funds used for resurfacing, restoration, and rehabilitation of the Interstate Highway System. These funds cannot be used to provide new capacity to the system, nor for construction of new facilities such as rest areas, ports of entry, etc.

Interest: An interest is a right, title, or legal share in something. Entities or persons who share in the ownership of real property have an interest in the property

International Right of Way Association (IRWA): International Right of Way Association unites individuals involved in the acquisition and/or appraisal of real estate for public or quasi-public agencies.

Just Compensation: Just compensation is the price an agency must pay to acquire real property. An agency official must make the estimate of just compensation to be offered to you for the property needed. That amount may not be less than the amount established in the approved appraisal report as the fair market value for the property.

Let Date: The advertised date that construction bid proposals will be opened for GDOT projects. The Let Date is generally the end of the Plan Development Process.

Livable Community Initiatives Projects (LCI): The purpose of this program is to plan and implement strategies that link transportation improvements and land use strategies to create livable centers that are consistent with the Atlanta Regional Commission's (ARC) Regional Development Plan (RDP).

Local Assistance Road Programs (LARP): A resurfacing program designed to help local governments preserve the integrity of their paved road systems. Each year Georgia DOT reviews lists of projects received from each local government and makes selections based on need and availability of funds once the level of funding is established.

Local Government Project Agreement (LGPA) or Project Framework Agreement (PFA): A binding legal agreement between the Department and the Local Government which contains straightforward project phase participation commitments.

Local Public Agency (LPA): Any Georgia municipality, county or regional agency intending to receive state and or federal financial support for their construction and engineering projects. However, the Department retains certain oversight in the use of the funds.

Market Value: Market value is the sale price that a willing and informed seller and a willing and informed buyer agree to for a particular property.

Memorandum of Understanding (MOU): A document executed between the local sponsor and GDOT at the Preliminary Engineering (PE) phase of work. They are executed to allow a Sponsor to begin PE work using local funds and using the cost of that work as part of the local match.

Metropolitan Planning Organization (MPO): A local government agency charged with the responsibility for the proper transportation planning of a metropolitan area. The MPO performs its mission through a series of committees composed of local professional planning staffs, GDOT planning and design staffs (in cases where the MPO crosses state lines, the DOT staffs of the affected states), local elected officials (both city and county), citizens, and public input.

National Environmental Policy Act (NEPA): The federal law which requires federal agencies to consider natural and socio-economic factors before committing to a project.

National Highway System (NHS): The NHS is an interconnected system of principal arterial routes which serve major population centers, international border crossings, ports, airports, public transportation facilities, intermodal transportation facilities, major travel destinations, national defense requirements and interstate and interregional travel.

National Highway Institute (NHI): The National Highway Institute is the part of the Office of Professional and Corporate Development (OPCD) within the Federal Highway Administration which provides training for the transportation workforce. Such training addresses the full life cycle of the highway transportation system.

National Historic Preservation Act (NHPA): National Historic Preservation Act is a Federal law which provides for the protection, rehabilitation, restoration, and reconstruction of historic sites and objects significant in American architecture, archeology, and culture.

Negotiation: Negotiation is the process used by an agency to reach an amicable agreement with a property owner for the acquisition of needed property. An offer is made for the purchase of property in person, or by mail, and the offer is discussed with the owner.

Nonprofit Organization: The term nonprofit organization means an organization that is incorporated under the applicable laws of a State as a nonprofit organization, and exempt from paying Federal income taxes under section 501 of the Internal Revenue Code.

Notice to Proceed (NTP): This document is issued at the time a contract or Memorandum of Understanding is executed. It is an Official notice from GDOT that a sponsor can begin a specified phase of work.

Person: Any individual, partnership, corporation, or association.

Personal Property: In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

Plan Presentation Guide – A guide that sets forth the criteria for the appearance of construction plans. These criteria establish, define, and clarify procedures and standards for plans to be used by the Department. These criteria are not intended to establish design processes; rather, they are guidelines to assure that all drawings have a uniform appearance and include all pertinent information, avoid unnecessary information, and reflect high quality workmanship.

Preliminary Engineering (PE): Preliminary Engineering or pre-construction work encompassing such items as environmental documents, planning, design plans, and certain Right of Way activities.

Program or Project: The phrase program or project means any activity or series of activities undertaken by a Federal Agency or with Federal financial assistance received or anticipated in any phase of an undertaking in accordance with the Federal Funding Agency guidelines.

Plan Development Process (PDP): The Plan Development Process entails the orchestration of all GDOT department activities necessary to accomplish project completion by emphasizing and identifying whom to coordinate and collaborate with and the deliverables to and from the various work groups.

Project Manager: The person, typically in a design office, responsible for and in charge of a project who makes the day-to-day engineering decisions and is responsible for steering, coordinating, and managing a project through the Plan Development Process. The Project Manager must possess and maintain excellent communications and strong organizational skills to ensure projects are ready-to-let on time.

Public Information Open House (PIOH): The purpose of the informal Public Information Open House is to inform the public of a project that is proposed in their area, update the public on the status of a project, and to receive comments from the public about the proposed project. These open houses should be held at the earliest stage of project development or at such times the Project Manager may deem necessary to solicit information or inform the public of the project status.

Public Hearing Open House (PHOH): When required, a public hearing open house will be held prior to commitment to the location and design of the project. All public hearing open houses are to be held at a convenient time and place to ensure the public has the best opportunity to attend. The public hearing open house will be conducted as an informal public forum providing and encouraging individual exchanges of information between qualified Department staff, representatives, and the public. Information will be made available during the hearing to present the need for the project, alternative courses of action, and comparable presentations of the social, economic, and environmental effects of the alternatives. This may be accomplished with handouts, displays, and by making available the draft environmental document for public inspection. The hearing must meet the requirements of 23 CFR 740.35 by presenting information on relocation services and payments and the land acquisition process, and offering the opportunity for discussion. This will be done by making available the Right-of-Way booklet at the hearing (Right-of-Way statement or information in handout) and by having Right-of-Way representatives present at the hearing.

Real Property Agreements: A legal agreement between the Georgia Department of Transportation and Local Sponsors authorizing the Department to receive federal funding for Transportation Enhancement Activities for Georgia pursuant to provisions of 23 U.S.C. Section 139(b)(8).

Real Property Acquisition: Real property must be acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42USC 4601 and 49 CFR Part 24.). Sponsors must have an appraisal by a GDOT approved appraiser for each parcel to be purchased. GDOT will review and approve the appraisal prior to acquisition of the property. Real property acquisition includes fee simple and easement ownership.

Regional Transportation Plan (RTP): A long range, multi-modal plan for defined geographic regions in the state. The RTP addresses regional transportation needs over a twenty (20) year period and is developed in cooperation with local, state and federal planning partners and the general public. Federal regulations require regional transportation plans to ensure a transportation system that serves economic, mobility and accessibility needs, and in non-attainment areas to conform to federal air standards. A RTP must include a financial plan demonstrating the consistency of proposed transportation investments with existing and projected sources of revenue. The RTP must be updated at least every three years.

Relocation Remainder: Created when the acquisition involves the main residence, displaces the owner occupant who is qualified for a replacement housing payment, and the remaining land is 5 acres or less and capable of being developed.

Right of Entry: Refers to one's right to take or resume possession of land, or the right of a person to go onto another's real property without committing trespass. It also refers to a grantor's power to retake real estate from a grantee in the case of a fee simple subject to a condition subsequent.

Right of Way: The orderly and timely acquisition and clearance of all real property interests and rights necessary for construction purposes associated with both State-Aid and Federal-Aid transportation systems. The Right of Way phase includes all activities related to real property acquisition and Right of Way certification.

Right of Way (R/W) Agreement: A legal agreement between the Department and Local Government that details the parties' right of way acquisition, and/or funding responsibilities.

Right-of-Way Plans: Design plans are the Sponsor's responsibility and must insure that the design will be economically feasible and based upon sound engineering principles. Plans are to follow ADA requirements, GDOT design standards and AAHTO guidelines. The approved plans, profiles, typical cross sections, working drawings and supplemental drawings or exact reproductions thereof, must show the location, character, dimensions, and details of the work.

R.O.A.D.S. (Repository for Online Access to Documentation and Standards): Refers to the centrally located, online access to GDOT design-related documents, standards, and applications. Included on the web page are: New GDOT Design Policy and Procedure Manuals, Electronic Data Guidelines, Plan Presentation Guide, Software specific files and documentation, etc.

Road Improvement Program: A Transportation Program to enhance economic development opportunities that will provide congestion relief and spur economic growth.

Safe, Accountable, Flexible, Efficient, Transportation Equity Act: A Legacy for Users (SAFETEA-LU): Federal legislation enacted to supply funds and refine programmatic framework for investments needed to maintain and grow vital transportation infrastructures. Components of this program include: *Safety* by establishing a new core Highway Safety Improvement Program structures and funded to make significant progress in reducing highway fatalities; *Equity* by creating a new Equity Bonus Program (one tied to Highway Trust Fund contributions and two others that are independent) which accord States some form of apportioned funding for High Priority Projects; *Innovative finance* makes it easier and more attractive for the private sector to participate in highway infrastructure projects, bringing new ideas and resources to the table; *Congestion Relief* provides States more flexibility to use road pricing to manage congestion, promote real-time management which helps improve transportation security and provide better information to travelers and emergency responders; *Mobility & Productivity* which addresses regional needs and funds including critical high-cost transportation infrastructure projects of national and regional significance; *Efficiency* advances longer-lasting highways using innovative technologies and practices to speed up the construction of efficient and safe highways and bridges; *Environmental Stewardship* retains and increases funding for environmental programs of TEA-21 and adds new programs focused on the environment, including a pilot program for non-motorized transportation and Safe Routes to School; *Environmental Streamlining* incorporates changes aimed at improving and streamlining the

environmental process for transportation projects but requires additional steps to be taken by transportation agencies.

Section 106: Section 106 of the National Historic Preservation Act of 1966 requires all Federal agencies to consider ways to avoid or mitigate adverse effects on historic properties. All TE projects are reviewed by HPD. Section 106 documentation must be approved by HPD prior to submitting the Categorical Exclusion (CE) for approval.

Settlement: A Settlement is the result of negotiations based on fair market value in which the amount of just compensation is agreed upon for the purchase of real property or an interest therein. This term includes the following:

- (1) Administrative Settlement:** A settlement that is reached prior to filing a condemnation proceeding based on value related evidence, administrative consideration, or other factors approved by an authorized agency official.
- (2) Legal Settlement:** A settlement reached by a responsible State legal representative after filing a condemnation proceeding, including stipulated settlements approved by the court in which the condemnation has been filed.
- (3) Court Settlement or Court Award:** Any decision by a court that follows a contested trial or hearing before a jury, commission, judge, or other legal entity having the authority to establish the amount of compensation for a taking under the laws of eminent domain.

Scope of Work: Plan on which project will be implemented-includes sufficient information for project to be developed and prepared for bidding.

Specific Activity Agreements (SAA): A binding legal agreement between the Department and the Local Government that contains current phase cost estimates and project activity deliverable schedules and may supersede PFA commitments due to real site condition changes or STIP commitment/schedule changes. Each GDOT District or office responsible for the project activity will prepare the SAA and any revised SAA as necessary.

Sponsor: The Government entity responsible for providing matching funds for the proposed project. This entity is also responsible for project oversight and maintenance upon completion.

State Agency: any department, agency, or instrumentality of a State or of a political subdivision of a State, any department, agency, or instrumentality of 2 or more States or of 2 or more political subdivisions of a State or States, and any person who has the authority to acquire property by eminent domain under state law.

State Aid Projects: Projects requested by local government entities for public property sites. Funding for such projects may be requested at any time. Such projects include roadways, bridges (both on and off system), county roads and on occasion parking areas, sidewalks and school locations, LARP and PR.

State Highway System Projects: Any project that is part of or anticipated to become part of the state highway system.

State Transportation Department (STD): The State highway department, transportation department, or other State transportation agency or commission to which title 23 of the United States Code funds are apportioned.

Statewide Transportation Improvement Program (STIP): The State Transportation Improvement Program includes a list of federally funded and state funded priority transportation project elements (Preliminary Engineering, Right-of-Way, or Construction) proposed to be carried out in the current and next two year (a 3 year plan). It is financially constrained (dollar value of projects programmed is equal to the anticipated revenues per program year), and includes projects consistent with the Statewide Transportation Plan. The STIP is approved by the FHWA and Federal Transit Administration (FTA) and includes all TIP projects as adopted by the Metropolitan Planning Organizations (MPO) and approved by the Governor.

Statewide Transportation Plan (SWTP): The long-range transportation plan for the state's transportation system

Supplemental Agreement: A written Agreement entered into by and between GDOT and the Sponsor covering modifications or alterations to the original Contract, and any time modifications, work modifications or payment modifications. This Agreement becomes part of the Contract when properly executed and approved.

Surface Transportation Program (STP): STP funds may be used for a range of projects from new construction to resurfacing, and may be flexed to transit. STP funds are distributed according to federal guidelines and in compliance with State legislation.

Transportation Enhancement (TE): A state program coordinated by the Office of Planning. Project selection for the program is guided by the TE Advisory Panel and final selections are made by the State Transportation Board.

Transportation Improvement Program (TIP): The Transportation Improvement Program is a short term document covering at least 3 years, the current year plus the next 2 years in the urbanized area of the State. It is financially constrained, conforming to the State Implementation Plan (STIP) in air quality non-attainment areas and updated at least every 2 years. The TIP includes the list of priority project elements (Preliminary Engineering (PE), Right-of-Way, and Construction) to be carried out in each program year. Projects included in the TIP must be consistent with the Transportation Plan adopted by the Metropolitan Planning Organization (MPO). The Governor approves each TIP.

Uneconomic Remnant: The Uneconomic Remnant is created when the separate highest and best use of the designated remainder(s) after the acquisition of the parent parcel becomes so limited that the remainder has only nominal value.

Waiver Valuation: The term waiver valuation refers to the administrative process for estimating fair market value for relatively low-value, non-complex acquisitions. A waiver valuation is prepared in lieu of an appraisal.

49 CFR Part 24: The Federal Regulation addressing the government-wide requirements for implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act). The Uniform Act and the implementing rule provide uniform and equitable treatment of persons displaced from their homes, businesses, or farms, and establishes uniform and equitable land acquisition policies for public programs using federal funds.

23 CFR: Federal requirements implemented to ensure the prudent use of Federal funds under title 23 of the United States Code in the acquisition, management, and disposal of real property. In addition to the requirements of this part, other real property related provisions apply and are found at 49 CFR Part 24.

CFR Title 40: The Federal Government will implement Environmental Performance Agreements defining State and Federal responsibilities and commitments in achieving environmental goals, compliance assurances and enforcement performance measures. This section also provides for less Federal oversight for delegated State programs where States are actually meeting the environmental and program performance measures of the National Performance Partnerships System.

Title 42 USC Section 4601: The purpose of this subchapter is to establish a uniform policy for the fair and equitable treatment of persons displaced as a direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance. Thus, persons shall not suffer disproportionate injuries as a result of programs and projects designed for the benefit of the public as a whole and to minimize the hardship of displacement on such persons.

23 USC 117: The High Priority Projects Programs which provide designated funding for specific projects identified in SAFETEA-LU.

FORMS

SETTLEMENT & DISBURSEMENT STATEMENT

OWNER(S) NAME: _____
ADDRESS or LOCATION OF PROPERTY: _____

(1) GROSS PROCEEDS TO SELLER:	\$	
(2) CURRENT COUNTY TAXES:	\$	
(3) CURRENT CITY TAXES:		\$
(4) MORTGAGE PREPAYMENT PENALTY:		\$
(5) RELEASE OF MORTGAGE FEE:		\$
(6) RETENTION VALUE OF IMPROVEMENTS:		\$
(7) PERFORMANCE BOND:	\$	
(8) PAYMENT(S) TO OTHER PARTIES:		
a.	\$	
b.	\$	
c.	\$	
d.	\$	
TOTAL (Line 8)	\$	
(9) TOTAL DISBURSEMENTS (LINES 2 THROUGH 8):	\$	
(10) SUB-TOTAL (LINE 1 LESS LINE 9):	\$	
(11) REIMBURSEABLE EXPENSES FOR TRANSFERRING TITLE:		
a. PRO-RATA SHARE TAXES (LINES 2 & 3):	\$	
b. MORTGAGE PREPAYMENT/RELEASE FEE (LINES 4 & 5):	\$	
c. OTHER APPLICABLE EXPENSES (LINE 8):	\$	
(12) TOTAL REIMBURSABLE EXPENSES (LINES 11 a, b, & c):		\$
(13) NET PROCEEDS TO SELLER (LINE 10 PLUS LINE 12):	\$	

THE ABOVE IS THE COMPLETE, TRUE AND CORRECT AMOUNT OF FUNDS RECEIVED AND DISBURSED IN CONNECTION WITH THE ABOVE TRANSACTION. **THE SELLER IS HEREBY NOTIFIED BY THIS DOCUMENT TO PROCEED WITH THE REMOVAL OF ALL ON SITE TRADE FIXTURES AND/OR RETAINED IMPROVEMENTS AS PREVIOUSLY IDENTIFIED AND APPROVED BY THE DEPARTMENT.** IN THE EVENT THAT THESE ITEMS HAVE NOT BEEN REMOVED WITHIN 30 CALENDAR DAYS FROM THE DATE OF THIS NOTICE, THEY WILL BE CONSIDERED ABANDONED AND SHALL BE REMOVED AND/OR DEMOLISHED BY THE DEPARTMENT. (THIS NOTICE DOES NOT APPLY IF THE SELLER AND/OR OTHER INTERESTS IN POSSESSION ARE CLASSIFIED BY THE DEPARTMENT AS RELOCATION DISPLACEMENTS.) THE REMOVAL OF AND/OR DAMAGE TO ANY PORTION OF THE PROPERTY NOT RETAINED BY THE SELLER IS UNLAWFUL AND SUCH ACTION WILL BE SUBJECT TO PROSECUTION BY THE STATE..

>		>	
(SELLER)	(DATE)	(CLOSING OFFICIAL)	(DATE)
>		>	
(SELLER)	(DATE)	(TITLE)	

NOTE: If taxes are not withheld or were not due and payable at time of closing, seller must submit paid tax receipts for reimbursement of their Pro-Rata share to the Local Sponsor

D.O.T. USE ONLY

PAYEE: >	\$
	\$
	\$
	\$
TOTAL	\$

PROJECT NO. _____ COUNTY
PARCEL NO. _____
P.I. NO. _____

**LOCAL GOVERNMENT:
AVAILABILITY OF INCIDENTAL PAYMENTS: CLAIM FORM**

P.I. # PROJECT NO.: COUNTY: PARCEL:

NAME: PHONE#: DATE:

SOCIAL SECURITY# or FEI# (include SS# for each property owner)

PROPERTY ADDRESS:

MAILING ADDRESS:

This is to advise you that due to the acquisition of the above project and parcel, you are eligible for reimbursement for expenses you may have incurred due to the Local Government's purchasing your property. These expenses may include: 1. Pro-rata portion of taxes, and 2. Survey work. Pro-rata tax deductions are normally handled at closing on a total acquisition situation. However, if they are not, or in the event of condemnation, it will be **your** responsibility to provide to the Local Government copies of your paid receipt(s) as described in Property Tax Payments section below.

1. Property Tax Payments are handled as follows:

- A. **For Total Acquisition of your property,** a deduction for your pro-rata share of the taxes will be withheld at closing. Upon receipt of your property tax bill for the current year, you should immediately forward the property tax bill to the Local Government's Designated Representative with this letter for payment (see address immediately below).
- B. **For Partial Acquisition of your property,** the Local Government will reimburse you for the pro-rata share of taxes on the portion of property acquired by the Local Government upon receiving a copy of your paid tax bill receipt. Paid property tax receipt(s) must be mailed with this letter to:

Local Government's Designated Representative:

Local Government:

Address:

City: , Georgia Zip Code:

2. Survey Work Reimbursements are handled as follows:

You may also be eligible for reimbursement for **reasonable** survey fees to re-establish **existing** property corner pins that were removed as a result of construction of the project. Your assigned Local Government Representative for survey incidental benefits is: **at Phone:**

(1) Contact your Local Government Representative before proceeding with survey; send estimate and obtain pre-approval.

(2) Your Local Government Representative will need this completed claim form, survey estimate, and paid receipt in order to process your claim.

Survey Pre-Approval: For Local Government Use Only

Survey Estimate Amt: \$ _____ Date of Estimate: _____ Survey Reimbursement Amt Approved: _____

Pre-approved Signature (for Reimbursement): _____, Local Government Representative

In order to file claim for payment of the above expenses, you must have paid receipt(s) to support your claim and you must file within eighteen (18) months of the date your property was acquired, except survey fees, which must be filed within six (6) months after construction on the project is completed.

Sincerely,

Local Government's Designated Representative

RA-61-LG Rev. 08-01-2010

WAIVER LETTER/ DONATION FORM

DATE: _____

NAME: _____

STREET: _____

CITY/STATE: _____

RE: PROJECT: _____ **P.I.#:** _____

COUNTY: _____

PA RCEL #: _____

Dear _____

This is to advise that plans are underway for the construction of _____
_____.

The proposed construction will require additional rights of way and/or easement. The plans indicate that you are one of the property owners from which right of way and/or easement must be acquired, as indicated on the attached plat. Our Right of Way Agent will be glad to point out the location of the required acquisition on the ground and accompany you on an inspection of this area if you so desire.

The construction of this project is to be financed with State and/or Federal funds. It is the responsibility of the State/County to acquire the necessary right of way for the project. The acquisition affecting your property allows you one of the following three options concerning real estate appraisals:

Please indicate your choice by executing one of the following:

1. I desire the offer of fair market value (just compensation) to be based upon a formal real estate appraisal.

_____(L.S.)

2. I desire to donate my property which is required for right of way, and do () do not () desire a formal appraisal.

_____(L.S.)

3. I desire to negotiate with the DOT for the required right of way settlement, for an amount of money or services, based on a streamlined procedure known as "Estimate of Appraisal Calculation". This estimate procedure is based upon market data, but does not utilize a formal real estate appraisal. If I reach an agreement with the DOT utilizing this procedure, a formal appraisal will not be done. If I do not reach an agreement with the DOT using this streamlined procedure, DOT will prepare/have prepared a formal real estate appraisal from which the offer of fair market value will be based.

_____(L.S.)

Rev. 08-01-2010

(TO BE TYPED ON LOCAL GOVERNMENT LETTERHEAD)

Name & Address

RE: PROJECT: _____
COUNTY: _____
PARCEL: _____ **P.I.#** _____

Dear _____:

The Department of Transportation and _____ County is in the process of purchasing property to improve the roadway designated above. In order to make this project possible, _____ acres/ square feet of your property in fee and _____ square feet of permanent easement will be needed. This is more particularly shown on the plat attached to the option provided with this letter.

Your property has been valued by qualified appraisers who, after careful consideration, have found the Fair Market Value of the property and/or rights to be purchased and damages to the remainder, if any, to be \$ _____. The attached form entitled "Statement of Estimated Values" separates certain elements comprising the above listed value.

A Right of Way Agent representing the County of _____ is authorized to explain this and discuss the full effect of the purchase and your rights as provided by law. The Agent will also provide you with a brochure which comprehensively outlines the procedures used in purchasing rights of way.

If you will agree to the terms expressed herein by signing the "Agreement to Purchase Real Estate" and returning it to the Right of Way Agent, it will be promptly submitted for closing and payment.

Yours very truly,

(LOCAL GOVT OFFICIAL)
(POSITION)

INITIALS
Attachment

*** THIS LETTER IS TO BE USED ONLY IF PARCEL IS APPRAISED.**

STATEMENT OF ESTIMATED VALUES

1. Project No.: County: Parcel:

2. Owner(s):

Address:

Property Location:

VALUE	FAIR MARKET VALUE REQUIRED	FAIR MARKET INCLUDING CERTAIN REMNANTS
4. Estimated Value of Land and Improvements and/or Easement if Applicable:	\$	\$
5. Estimated Value of all Consequential or severance damages:	\$	\$
6. Estimated Value of Certain Remnant(s):		\$
7. Total Estimated Fair Market Value:	\$	\$

This value is the amount approved by the State for the purchase of the required property and does not contain conjectural decreases or increases in value caused by this project).

8. Division of Interests

<u>NAME</u>	<u>KIND OF INTEREST</u>	<u>ESTIMATED VALUE</u>
	Fee	\$

Total Estimated Fair Market Value: \$

9. If you wish to retain and remove, at your own expense, improvements owned by you, we will:

(a) Deduct at Closing \$ _____ (Salvage Value) **and/or**

(b) Require a Performance Bond of \$ _____

Total Withheld at Closing \$ _____

Upon satisfactory completion of removal operations, the Performance bond indicated above will be reimbursed.

10. You may be entitled to certain benefits under our Relocation Assistance Program. As these benefits are of a special nature, they will be explained separately.

DATE: _____ PREPARED BY: _____
Staff Negotiator

ROW-515-A (Federal Aid) Revised: 8/77, 10/94

ADMINISTRATIVE SETTLEMENT ANALYSIS

PROJECT #:

COUNTY:

P.I. #:

PARCEL #:

OWNER:

COUNTER OFFER: \$

A. Estimated Fair Market Value: \$

Date Rel/General Office:

B. Denote with an asterisk (*) the Appraisal or Appraisals listed below which forms Basis of the Estimate of Fair Market Value.

LAST NAME OF APPRAISER	AMOUNT OF APPRAISALS	DATE OF APPRAISAL
------------------------	----------------------	-------------------

(1)

(2)

(3)

C. Description of subject property, explanation regarding impact of acquisition and of possible or probable areas of vulnerability in approved Estimate of Value:

D. Conclusions:

Counter Offer	\$ _____
Fair Market Value	\$ _____
Increase	\$ _____
%	\$ _____

It is recommended that the counter offer be accepted based upon the following:

(Please detail justification for higher value, attach supporting documentation, i.e., plats, comparable sales grid, cost to cure, etc. Attach additional pages if necessary - DELETE THIS STATEMENT):

Further consideration must be given to the cost of potential court action. Costs for court alone can run upwards to \$7,500.00. Associated costs included in this amount would be the additional expense of court appraisals, depositions, interrogatories, and state personnel time. Based on the above analysis, along with these potential costs and the additional cost of negotiation time, I believe it would be in the Department's best interest to accept this counter offer.

RECOMMEND APPROVAL _____ **Date** _____
Circle One: **Local Sponsor Staff Negotiator/Acquisition Consultant**

APPROVAL/DISAPPROVAL _____ **Date** _____
Circle one: **Local Sponsor Management/Dist. Local Government** **Coordinator/Appeals Officer**

APPROVAL/DISAPPROVAL _____ **Date** _____
Circle one or put N/A: **Appeals Officer/G.O. State Local Government R/W Coordinator**

APPROVAL/DISAPPROVAL _____ **Date** _____
Circle one or put N/A: **State Acquisition Manager /Asst. Adm./Adm**

ACKNOWLEDGEMENT OF ACCESS CONTROL

Project No.: _____ County: _____

Parcel No.: _____

Owners: _____

I, the above named, do hereby certify that I am aware that certain access rights are being acquired as part of the acquisition of Subject parcel.

A representative of the Department of Transportation has explained in detail the location of the access rights being acquired to the degree that I am fully aware of the location of the access control and understand exactly the access, if any, which my remaining land will have after the execution of the deed for Subject parcel.

DATE

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

Rev. 08-01-2010

GEORGIA DEPARTMENT OF TRANSPORTATION
LOCAL ACQUISITION - DETAILED ROW COST ESTIMATE SUMMARY

Date (MM/YYYY): _____ Project: _____
 Revised: _____ County: _____
 PI: _____
 Description: _____
 Parcels: _____ R/W Plan Date: _____
☐ FOR FUNDING ONLY

CONTRACT

Land and Improvements _____ \$0.00

Relocation _____ \$0.00

Demolition _____ \$0.00

SUB TOTAL (Reimbursable) _____ \$0.00

Valuation Services (Non-reimbursable) _____ \$0.00

Legal Services (Non-reimbursable) _____ \$0.00

SUB TOTAL (Non-reimbursable) _____ \$0.00

IN-HOUSE

Sponsor In-house _____ \$0.00

Agency Oversight In-house _____ \$0.00

TOTAL ESTIMATED COSTS _____ \$0.00

TOTAL ESTIMATED COSTS (ROUNDED) _____ \$0.00

Preparation Credits	Hours	Signature

_____*CG#: _____ (DATE)
 _____*CG#: _____ (DATE)

*CG required only if used for Negotiations

Attachment(s): **Project Location Map; Subject/Comp Location Map; Comparable Sales Data**

Georgia Department of Transportation
Local Acquisition - Detailed ROW Cost Estimate Worksheet

Project/County/PI

		A	B	C	D
	Land and Improvements				
1	Fee Simple Estimate	\$0.00			
2	Perm Esmt Estimate	\$0.00			
3	Temp Esmt Estimate	\$0.00			
4	Potential Excess Estimate	\$0.00			
5	Damages	\$0.00			
6	Improvements	\$0.00			
7	Trade Fixtures	\$0.00			
8	Cost to Cures	\$0.00			
9	Minimum Award Adjustment	\$0.00			
10					
11					
12					
13					
14					
15					
16					
17					
18		SUB TOTAL PROPERTY TYPES			\$0.00
19		Counter Offers and Condemnation Increases (50%)			\$0.00
		Let Date (MM/YYYY)			
20		Projected Market Appreciation (10%)			\$0.00
21		GRAND TOTAL LANDS AND IMPROVEMENTS			\$0.00

AGREEMENT TO PURCHASE REAL ESTATE

GA DOT Project # _____
P. I. Number _____ Parcel # _____
Tax Parcel ID # _____

GEORGIA, _____ COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to _____ an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot _____ of the _____ District, _____ Section or GMD _____ of _____ County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$ _____, the undersigned agrees to execute and deliver to _____ fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

* * * * The following conditions are imposed upon the grant of this option:

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

Square Feet or Acres of Right of Way

Linear Feet of Limited Access

Square Feet of Construction and Maintenance Easement

Square Feet of Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this _____ day of _____, _____.

Signed, Sealed and Delivered
in the presence of:

(Seal)

Witness

(Seal)

Notary Public _____

ACCEPTED BY: _____ Date _____
Local Sponsor

DOT 663-A-LG
REV 08-01-2010

RECEIPT FOR BROCHURE

DATE_____

INDIVIDUAL_____ FAMILY_____ MOBILE HOME_____ BUSINESS _____

FARM_____ NON-PROFIT ORGANIZATION_____ NON-RESIDENT OWNER_____

PROJECT: _____ COUNTY: _____ PARCEL: _____

NAME: _____

PRESENT ADDRESS: _____

I, the above named, do hereby certify that I have this date received a copy of the State's Brochure entitled "What Happens When Your Property is Needed for a Transportation Facility".

(SIGNATURE)

(DATE)

(D.O.T. REPRESENTATIVES)

(DATE)

ROW-RA-2-D

Rev. 08/10

NEGOTIATION RECORD

PROJECT _____ COUNTY _____ P.I.# _____ PARCEL _____
FEMALE () YES () NO

OWNER-TENANT _____ MINORITY () YES () NO

ADDRESS _____ PHONE _____

AGENT _____ PHONE _____
(NAME) (ADDRESS)

ATTORNEY _____ PHONE _____
(NAME) (ADDRESS)

The undersigned hereby acknowledges that the subject PARCEL is to be secured for use in connection with the aforesaid HIGHWAY PROJECT, and I (WE) have no direct or indirect, past or present, or contemplated future personal interest in parcel or in any benefit from the acquisition of such property.

NEGOTIATOR: _____ DATE _____

Monetary offer for the above named interest: \$ _____

The following is to be answered prior to and following first contact:

TITLE INFORMATION

Preliminary title report in: YES () NO () Copy of deed attached to report: YES () NO ()

Date of Deed: _____ Indicated Purchase Price: \$ _____

Names and Addresses of all parties secured during contact including Tenants: YES () NO ()

CONSTRUCTION DETAILS

New Location [] Widening [] Existing typical section: _____

Plan typical section: _____

Curb and Gutter: YES () NO () Access Rights Required: YES () NO ()

Any construction features pertinent to negotiations (Grade change, drainage, proximity to improvements, etc.):

Date Assigned: _____ Date First Offer Made: _____ See Attached Record for details.

I (WE), the undersigned, do certify that: (1) the written agreement secured embodies all of the considerations agreed upon between the Department and the property owner. (2) The agreement was reached without coercion or threats of any kind whatsoever by or to either party.

This _____ day of _____, _____

NEGOTIATOR _____ DATE _____

TEAM LEADER _____ DATE _____

APPEALS OFFICER _____ DATE _____

PROJECT ____

COUNTY

P.I.#

PARCEL

(Negotiation Record pg. _____ of _____)

This image shows a single page of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

RE: PROJECT: _____

PARCEL: _____ P.I.#: _____

Dear _____:

_____ County is in the process of obtaining property to improve the roadway designated above. We will not need to acquire any property or permanent easement rights from you to complete our work. We do ask, however, that you sign a temporary driveway easement form which will allow our contractor to enter onto your property in order to tie your existing driveway into our new roadway. This tie-in will allow for a smooth transition in and out of your property during and after project construction.

Local Government policy does not provide compensation for driveway easements since they are not required for the roadway project. This is a temporary easement and will be recorded in the courthouse records, but will automatically expire upon completion of the project.

The tie-in of your driveway will be constructed at _____ County's expense.

Our Right of Way Agent, _____ at () _____
_____ representing _____ County, is authorized to explain and discuss the construction details regarding this project and the tie-in of your driveway to the new roadway.

Yours very truly,

Local Government Official
Title

Attachment(s):

GEORGIA DEPARTMENT OF TRANSPORTATION

DRIVEWAY EASEMENT

GEORGIA, _____ COUNTY

THIS CONVEYANCE made and executed the ____ day of _____, 20 ____.

WHEREAS, the Department of Transportation and the County of _____, Georgia, desire to construct _____ known as Project No. _____ P.I. No. _____.

NOW, THEREFORE, in consideration of the benefit to my property by the construction of a driveway, I, _____ do hereby grant to the Department of Transportation the right to enter upon my land for the purpose of constructing a driveway within the driveway easement area shown colored pink on the attached plat, dated the ____ day of _____, 20__ ; revised ____ day of _____, 20__.

This easement becomes effective at the beginning of construction of the above numbered project and will expire upon completion and final acceptance of said project by the Department of Transportation.

In Witnesseth whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered this _____ day of _____, _____ (L.S.)
20____, in the presence of: _____

Witness

Notary Public

Parcel No. ____

Rev. 08-01-2010

APPENDIX "C" TO EXHIBIT "A"

GEORGIA, _____ COUNTY

Personally comes, _____, residing at _____

1. Affiant was employed by the Department of Transportation to appraise Parcel No. _____ of the right of way and rights required for construction of Project No. _____ in County, Georgia for said Department and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnees by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$ _____.

APPRAISER

Sworn to and subscribed before me,
this _____ day of _____, 20____.

NOTARY PUBLIC
My commission expires _____

Parcel No. _____