|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  | DIST / CO |  | RTE |  | POST |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  | PARCEL NO. |  | EXP AUTH |  | PROJECT ID NO. |

# APPRAISAL COST/REIMBURSEMENT AGREEMENT

     Owner’s Name     , hereinafter (OWNER(S)), of the property, Parcel \_\_\_\_\_\_\_\_\_\_, hereinafter (PARCEL), located as shown on the attached Right of Way Appraisal Map, and the State of California, acting by and through its Department of Transportation, hereinafter (STATE), are entering into this Appraisal Cost/Reimbursement Agreement, hereinafter (AGREEMENT), which sets forth the basis for payment/reimbursement for the reasonable costs of an independent appraisal of the PARCEL by an appraiser licensed by the State of California Bureau of Real Estate Appraisers (BREA), formerly known as the Office of Real Estate Appraisers, per California Code of Civil Procedure section (Code Civ. Proc.) 1263.025.

STATE plans to      Project Description     . The PARCEL is required for the project. STATE has the authority to exercise the power of eminent domain and has made an offer to purchase the PARCEL. Pursuant to Code Civ. Proc. §1263.025, OWNER(S)/APPRAISER is entitled to be reimbursed/paid up to $5,000 for reasonable costs should OWNER(S) elect to obtain an independent appraisal of the PARCEL.

OWNER(S) and STATE agree that:

1. The PARCEL to be appraised is shown on attached Right of Way Appraisal Map(s).
2. To be eligible for reimbursement/payment, OWNER(S) shall: (a) order an independent appraisal to be conducted by a BREA licensed appraiser; (b) provide to the STATE a copy of an invoice from the appraiser showing the costs of the appraisal and the appraiser’s BREA license number; (c) provide to the STATE a completed and executed Payee Data Record form (STD 204); and, (d) provide STATE with copies of the contract between the OWNER and BREA licensed appraiser (if a contract was made). OWNER shall also, pursuant to Streets and Highways Code section 102(b), provide to STATE a true and full copy of the appraisal. The intended use of the appraisal is for negotiation purposes in the acquisition of property rights for the specified project.
3. OR: If OWNER(S) request(s) payment to be paid directly to APPRAISER, then APPRAISER shall provide (b) and (c) above. And, (e) and (f) must be completed below.

(e) APPRAISER’s Name or Appraisal Company Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(f) APPRAISER’s Mailing Address or Appraisal Company Mailing Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. OWNER(S) shall provide STATE with all of the information/documentation requested in Item 2 above concurrent with OWNER’S or OWNER(S) submission of this AGREEMENT to STATE. This AGREEMENT must be submitted to the STATE within ninety (90) days of the earliest of the following dates: (a) the date the selected appraiser requests payment from the OWNER(S) for the appraisal; or, (b) the date upon which OWNER(S), or someone on OWNER(S) behalf, remitted full payment to the selected appraiser for the appraisal.
2. STATE shall review the information/documentation provided under Item 2 and approve all reasonable costs (up to $5,000) of the OWNER(S) appraisal prior to issuing reimbursement to OWNER(S) or payment to APPRAISER.
3. Except as provided in this AGREEMENT, OWNER(S) agree(s) to indemnify and save STATE harmless from all liability, loss, cost and obligation on account of or arising out of any work relating to the appraisal being performed by the BREA licensed appraiser.
4. The parties to this agreementshall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| Date: |  |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |
| OWNER(S) | |  |  |
|  | |  |  |
|  | |  |  |
|  | |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Recommended for Approval |  |  | |
|  |  |  | |
|  |  |  | |
|  |  | STATE OF CALIFORNIA | |
| ACQUISITION AGENT |  | Department of Transportation | |
|  |  |  | |
|  |  |  | |
|  |  | By: |  |
| FIRST LEVEL SUPERVISOR |  |  | SECOND LEVEL SUPERVISOR |
|  |  |  | |

No Obligation Other Than Those Set Forth Herein Will Be Recognized

ATTACHMENT

**GUIDELINES TO PROCESS APPRAISAL COST REIMBURSEMENT**

Right of Way (R/W) Acquisition agent completes or obtains the following documents required to initiate reimbursement of up to $5,000 to the grantor for an external appraisal and forwards them to R/W Planning & Management:

* Appraisal Cost Reimbursement Agreement executed between the grantor(s) and Caltrans.
* Acquisition Invoice (R/W 8-17).
* Invoice from State licensed appraiser.
* Payee Data Record (STD 204) from the grantor(s).
* Federal Participation Memorandum (R/W 8-16).

R/W Acquisition agent completes the fields on the Federal Participation Memorandum (R/W 8-16) and Acquisition Invoice (R/W 8-17), according to instructions in Chapter 8 of the R/W Manual, but with these special instructions.

* In the box for “OTHER:” (see sample attachments A & B) enter either
  + **“SB1210 APP”** for appraisal reimbursement transactions and related year-end encumbrances being charged to the current Fiscal Year, or
  + **“SB1210 UAPP”** for appraisal reimbursement transactions when processed for payment from prior fiscal year-end encumbrances.
* Cost will be administered using current R/W capital spending guidelines for STIP & SHOPP projects and the current federal reimbursement policy. Questions regarding the correct funding for this cost should be directed to R/W Planning & Management.

R/W Planning & Management completed coding on the Federal Participation Memorandum (R/W 8-16) according to standard instructions in Chapter 8 of R/W Manual, but with these special instructions.

* Use FA **6** or **7**
* Use Object Code **050**.
* Enter the amount for $5,000 or less.

R/W Accounting enters the MSA code for either:

**“APP”** for appraisal reimbursement transactions and related year-end encumbrances within the current Fiscal Year or

**“UAPP”** for appraisal reimbursement transactions processed for payment from prior fiscal year-end encumbrances.

R/W Accounting will run a report of the transactions processed by Regions/Districts using the aforementioned MSA code for a given Fiscal Year upon request.



