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LOCAL PUBLIC AGENCY MANUAL

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Guideline For Acquisition Procedures

Receive Right of Way Plans from Consultant or LPA Prepares Plans

Refer to Section V for plan requirements.

Submit These Plans to MoDOT District Office for Approval

Refer to Section II for submittal to MoDOT.

Environmental Approval/Clearance

If Federal funds are to participate in either construction or right of way, land may not be acquired until FHWA has approved the environmental document and Section 106 has been completed. Refer to Section IV of the LPA Design Manual.

Apply for Notice to Proceed for Projects with Federal Funds in Construction Only

The LPA applies to the District Office of MoDOT for the authority to proceed with the acquisition process. The MoDOT District office provides a written reply. Refer to Section II.

Apply for Acquisition (A-Date) Authority for Projects with Federal Funds in Right of Way Acquisition

The LPA applies to the District Office of MoDOT for the authority to proceed with the acquisition process. The District office will apply for approval by the Federal Highway Administration (FHWA) through the MoDOT Division of Right of Way office. Refer to Section II.

Receive A-Date Approval From District Office of MoDOT for Projects with Federal Funds Participation in Right of Way

Once Acquisition Authority has been received from FHWA, through the District MoDOT office, the LPA may commence with the acquisition activities. Refer to Section II.

Contracting with Consultants for Acquisition Activities (Appraisal, Appraisal Review, Negotiations, Relocation Assistance)

If the LPA is not adequately staffed to perform these functions, then contracting with outside consultants will be necessary. Appraisers and Review Appraisers have been pre-approved by placement on the Roster of Approved Contract Appraisers. (Current Appraiser Roster is available from MoDOT District office.) Fee Negotiators and Relocation Agents must be approved individually by the Division of Right of Way. Consultants for total right of way services, along with their contract, must be approved by the Division of Right of Way. Refer to Section XI.

Guideline For Acquisition Procedures, continued

Donations Received From Property Owners

If donations are received from property owners the LPA may proceed with the acquisition without an appraisal of those particular parcels. Refer to Section VI.

Appraisals and Review of Appraisals

Should monetary compensation be necessary, each of those parcels must be appraised and the appraisals approved through the review process to determine just compensation. Refer to Section VII. Anticipated compensations of \$10,000 or less, can be handled differently in valuation and negotiation than if the compensation is anticipated to be greater than \$10,000.

Offers to Purchase

Once just compensation has been established, offers to purchase should be made promptly to property owners. If there are uneconomic remnants, offers to purchase these should be made at the same time. Refer to Section VI.

Provide Relocation Assistance and Benefits

If owners and/or tenants are displaced or have personal property that will require moving, the LPA is required to provide relocation assistance and benefits to each affected owner and/or tenant.

Relocation requirements are lengthy and detailed; therefore, whenever the local agency anticipates that displacements will occur, the appropriate district office of MoDOT should be contacted for assistance in conducting its Relocation Program. Refer to Section IX.

Acquisition Through Eminent Domain, If Applicable

When negotiations to acquire right of way are not successful, it will be necessary to refer those particular parcels to the LPA legal staff to secure the property through condemnation action. It is strongly recommended that any time property must be acquired by condemnation action, the LPA should contact the local district MoDOT office for assistance. Refer to Section VIII.

Right of Way Clearance Certification

Once all legal interests and physical possession of all properties have been secured, the LPA must submit a clearance certification to the local district MoDOT office. A representative from the District office will review the project files for compliance with regulations. This Certification needs to be approved prior to requesting Plans, Specifications, and Estimates (P.S.& E.) approval and authorization to advertise the physical construction for bids. Refer to Section X.

Costs eligible for reimbursement Refer to Section II.

Support for claims for reimbursement Refer to Section II.

CHAPTER I

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-1

GENERAL

13-1.1 INTRODUCTION

The acquisition of private property needed in connection with all Federally funded projects is governed by the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the Uniform Act)** and requirements of State laws as well as any applicable local ordinances. The implementing regulations for the Uniform Act are found in 49 Code of Federal Regulations (CFR) Part 24. District offices of the Missouri Department of Transportation (MoDOT) can provide copies of the appropriate codes and regulations, upon request.

Federal funding of any phase of a project necessitates that Federal requirements be met in all other phases of the project, as well as the acquisition of property and relocation activities to clear the right of way for construction. Noncompliance with Federal law can result in ineligibility for reimbursement for project costs in design, land acquisition, or construction.

Such projects might include roads, bike/walking paths, block grants, and enhancements, etc. (Guidelines and requirements for the acquisition of land for airports and airport expansion projects, are set out in an Aviation land acquisition manual, available from the Multimodal Operations Division of MoDOT.)

Local Public Agencies (LPAs) which must comply with the provisions of this manual are cities, counties, and any agency acquiring private property or property rights, who have not developed their own manuals or guidelines for the acquisition of private property or property rights. Manuals and procedural guidelines developed by a Local Public Agency (LPA) require the approval of the Federal Highway Administration.

This manual is designed to assist Local Public Agencies (LPAs) in complying with applicable Federal and State requirements. It is intended for use on small or uncomplicated projects where most of the needed property may be donated, damages to remaining property are minor and no one will be displaced from their homes, farms or businesses.

If a project has more complex acquisitions than described above, or requires the relocation of property owners or personal property, contact District Right of Way of Missouri Department of Transportation (MoDOT) for other applicable manuals and instructions.

13-1.2 STATE RESPONSIBILITY

MoDOT has the responsibility to insure that all rights of way needed in connection with a Federal-aid project is acquired in accordance with the Uniform Act. By written agreement between MoDOT and the LPA, MoDOT will monitor LPA acquisition staffs and fee services in the acquisition of these rights of way.

If an LPA is not adequately staffed to perform these services, the use of fee services in the acquisition process is permitted. Use of fee services for land acquisition activities is covered elsewhere in this manual.

MoDOT will monitor real property acquisition and relocation assistance activities conducted by, or on the behalf of, an LPA to determine that these activities are conducted in accordance with provisions of state and federal laws and directives.

13-1.3 LOCAL PUBLIC AGENCY'S RESPONSIBILITY

The LPA is responsible for acquisition of all necessary property to permit project construction. This includes right of way, permanent easements (i.e. slopes, drainage, etc.), temporary easements (i.e. construction, borrow, etc.), licenses (i.e. rights of entry, work permits, grade separation agreements, etc.) or any other agreements for the entering on or use of land or property rights for construction purposes.

The LPA must comply with all applicable requirements if Federal funds are used in any phase of the project.

A. Nondiscrimination

LPAs shall comply with all State and Federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC 2000 d, e), as well as any applicable titles of the Americans with Disabilities Act (ADA). LPAs shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual.

B. 1099 Reporting

Local Public Agencies (LPAs) are reminded that it is their responsibility to report payments to owners for real estate purchases to the Internal Revenue Service. Specific instructions on reporting requirements are found in the IRS instructions for 1099 forms. Certain penalties for not reporting may be encountered.

Typically, closing agents are required to do the 1099 reporting for all transactions over \$600. The LPA would be responsible for this reporting if no closing agent is used, or if compensation is paid through the court system.

13-1.4 MoDOT RIGHT OF WAY PROCEDURES MANUAL

MoDOT has developed a manual governing its activities relating to right of way acquisition. The MoDOT Right of Way Procedures manual defines functions, operational procedures and guidance necessary to be eligible for Federal funds participation in right of way. Local agencies will be required to follow procedures from the MoDOT Right of Way Procedures Manual or those contained in this LPA Procedures Manual, unless the agency develops their own written policies and procedures for compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and the Regulations in Code of Federal Regulations 23 (CFR). These written policies and procedures would be subject to review and acceptance by MoDOT and Federal Highway Administration (FHWA) prior to utilization on a Federal-aid project.

13-1.5 LOCAL PUBLIC AGENCY RIGHT OF WAY ACQUISITION BROCHURE AVAILABLE

A brochure specifically designed for LPA use is available in preprinted form through MoDOT District offices. (See Appendix Item 27) The right of way acquisition brochure should be made available to all affected property owners on a project at the earliest opportunity (at public hearings, during engineering surveys, first contacts for acquisition of property) to indicate the agency's interest in acquiring the real property and to advise the owner of the acquisition process, and basic protection under the law. The brochure satisfies certain requirements when public hearings are necessary, as well as notification requirements before or upon initiation of negotiations with owners.

LPAs may develop and use their own brochures with prior MoDOT approval.

A brochure identifying relocation assistance eligibility and benefits is also available from the MoDOT District office for those parties or businesses that are displaced or must move personal property from the proposed right of way.

CHAPTER II

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-2

FUNDING PROCEDURES

13-2.1 NO FEDERAL FUNDS PARTICIPATION IN ANY PART OF THE PROJECT

If no Federal funds are being requested for any phase of a project, there are no requirements imposed on LPAs in their land acquisition activities. MoDOT has adopted One Standard for all its acquisition activities, which is recommended for LPAs.

Frequently Federal participation needs are recognized later in the project development. Condemnation action may require unanticipated costs. If acquisition activities have followed minimum requirements, approval for the Federal participation can be expedited. The Federal requirements reflect appropriate acquisition activities for any land acquisition.

13-2.2 PRE-ACQUISITION REQUIREMENTS WITH FEDERAL FUNDS PARTICIPATION IN ANY PART OF THE PROJECT (RIGHT OF WAY OR CONSTRUCTION)

Right of way may not be acquired until the Federal Highway Administration (FHWA) has approved the environmental document and Section 106 (Historic and archeological considerations) has been completed, as per Section IV of the Local Public Agency Design and Construction Manual. Failure to accomplish all clearances might jeopardize Federal funds participation in the entire project.

The acquiring agency is responsible for submitting evidence that environmental and cultural requirements have been addressed and approved. Verification of completion of these requirements is addressed through the MoDOT District Liaison Engineer, Design.

Appendix Item 2B, Request for Acquisition Authority will document the completion of all environmental clearances on projects with Federal funds participation. Appendix Item 2A, Request for Notice to Proceed With Right of Way Acquisition, documents the completion of all environmental clearances on projects with Federal funds participation in construction, but not Right of Way.

13-2.3 REQUEST FOR NOTICE TO PROCEED WITH FEDERAL FUNDS IN CONSTRUCTION BUT NOT IN RIGHT OF WAY

Although there may be Federal funding in construction, if no Federal funds are to be used in the right of way acquisition, the LPA should submit one set of completed right of way plans to the MoDOT District Right of Way with a Request to Proceed With Right of Way Acquisition. (Appendix Item 2A)

The request also identifies if the agency is adequately staffed to pursue right of way acquisition or if it will be necessary to utilize fee services to acquire the right of way.

If fee services are necessary, use of a written contract is recommended. (Refer to Chapter 13-11 of this manual.) Fee appraisers utilized to prepare Value Finding or Standard Format Appraisals, must be State Certified, either Residential or General. Non-certified individuals, familiar with real estate values may be used to prepare Payment Estimates on projects with no Federal funds in right of way.

A. MoDOT Provides Notice to Proceed With Right of Way Acquisition on Projects With No Federal Funds in Right of Way

The Missouri Department of Transportation (MoDOT) will notify the local agency in writing to proceed with right of way activities after MoDOT District Right of Way has reviewed and approved the data provided by the LPA with the Request for Notice To Proceed With Right of Way Acquisition. (Appendix Item 2A)

B. If Federal Funds Participation Becomes Necessary After Right of Way Acquisition Has Begun

If at any point in the acquisition process, Federal funds are found to be necessary or desirable for right of way acquisition, an Acquisition Authority (A-date) must be obtained, as outlined in the next paragraph. Acquisition costs incurred prior to receipt of an A-date will not be eligible for Federal funds participation.

13-2.4 ACQUISITION AUTHORITY (A-DATE) IS REQUIRED WITH FEDERAL FUNDS PARTICIPATION IN RIGHT OF WAY

If Federal funds are to be utilized in the right of way project, the LPA is cautioned that no costs that occur prior to the establishment of an Acquisition Authority date (A-date) are eligible for Federal participation. An A-date is the date after which costs may be incurred, and receive Federal reimbursement.

A Request for Acquisition Authority (A-date) is an application to MoDOT, certifying approval of plans and environmental classifications, execution of supplemental agreements (if any), adequate right of way staff or use of fee services, request of Federal funds participation, and an estimate of the right of way acquisition cost.

The LPA may request an A-date by submitting:

- A completed Appendix Item 2B
- Two sets of completed right of way plans
- A cost estimate indicating acquisition costs.

The request also indicates if the local agency is adequately staffed to handle the right of way activities, or if fee services will be required to handle all or part of the right of way

activities. Appendix Item 2B should be filled out by the LPA and submitted to the local MoDOT District office. Assistance in filling out this form is available from District MoDOT personnel.

A. MoDOT Provides Acquisition Authority With Right of Way Acquisition on Projects With Federal Funds in Right of Way

With this data the MoDOT District office will obtain an A-date from the Federal Highway Administration through the MoDOT General Headquarters, the District will then notify the LPA, in writing, of approval of right of way plans, and that it may proceed with right of way activities.

13-2.5 COSTS ELIGIBLE FOR REIMBURSEMENT BEFORE RECEIPT OF AN A-DATE

Costs in preliminary right of way activities (those prior to the appraisal phase such as right of way estimates, title work and description writing) are eligible for Federal participation as a preliminary engineering activity and are eligible for reimbursement after prior approval by MoDOT for preliminary engineering.

Mid America Regional Council (MARC) does not allow reimbursement of Preliminary Engineering costs, because such costs are part of that agency's participation agreement. (Affects Jackson, Platte, Clay and Cass counties.)

13-2.6 COSTS ELIGIBLE FOR REIMBURSEMENT AFTER RECEIPT OF AN A-DATE:

- Real property acquisition.
- Incidental costs to the acquisition. (i.e. appraisal, appraisal review, negotiation, and relocation expense, recording documents, etc.)
- Pro rata taxes and/or special assessments.
- Permanent and temporary easements.
- Damages to remainder of real property.
- Cost of acquisition through condemnation, interest on legal settlement or court awards, and court commissioner fees.
- Tenant-owned improvements.
- Uneconomic remnants.
- Construction in exchange for donation, or mitigation of damages.
- Relocation payments and expenses.

13-2.7 SUPPORT FOR CLAIMS FOR REIMBURSEMENT SHALL INCLUDE THE FOLLOWING:

- A. A right of way map or plan showing the rights of way authorized, and actually acquired, including:
- parcel identification numbers
 - area acquired
 - property lines of the area acquired
 - any other pertinent data affecting the cost of the right of way such as structures, improvements and fences.
- B. Statement of cost of right of way showing:
- parcel number
 - cost of parcel
 - cost of excess land, if any
 - credits by parcel or project
 - incidental expenses by parcel or project
 - cost of construction performed in mitigation of damages on a parcel basis if claimed as a right of way item. [23 CFR 710.305(a)(1)]

13-2.8 INSPECTION OF DOCUMENTS

All documents relating to acquisition of the right of way shall be available for inspection at reasonable times by authorized representatives of MoDOT and Federal Highway Administration. [23 CFR 305 (b and c)]

13-2.9 FEDERAL PROJECT NUMBER

All plans, contracts, deeds, appraisals, options, vouchers, correspondence and all other documents and papers shall carry the Federal-aid project number for identification.

CHAPTER III

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-3

STATE MONITORING

13-3.1 STATE MONITORING

The Missouri Department of Transportation (MoDOT) has overall responsibility for acquisition of right of way needed in connection with all Federally funded projects, and MoDOT must assure compliance with Federal Regulations. This assurance is provided at the same time the agency certifies clearance of right of way and requests authority to advertise for physical construction. In order to give this assurance, MoDOT personnel will provide a resource for information on proper procedures, and may monitor the agency's acquisition activities during the acquisition process, and will monitor the entire project, or samples therefrom, prior to clearance certification.

Monitor Checklists, (Appendix Item 1A for Project/Acquisition, Appendix 1B for Appraisal, and Appendix 1C for Relocation Assistance) will be utilized by MoDOT personnel to evaluate the various activities. For small projects all parcels may be monitored. For larger projects, a sample may be utilized.

The state's sole objective in this monitoring activity is to assure that when Federal funds are requested by the agency in any phase of the project, that acquisition activity will have fulfilled all the requirements for the agency to receive such funds. Agencies are therefore requested to consult with the Right of Way Manager, at the MoDOT District office, at any stage of the right of way function. MoDOT personnel can provide a technical resource, and assure that right of way acquisition is in compliance with regulations. Early consultation can eliminate problems and facilitate delivery of Federal funds.

CHAPTER IV

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-4

RETENTION AND ACCESS TO RECORDS

13-4.1 RETENTION AND ACCESS TO RECORDS

The acquiring agency shall maintain a project file (i.e. appraisal data book(s), title services contract, public hearing record, etc.) and a separate parcel file for each acquisition of real property and each unit displaced. These records shall be sufficient to demonstrate compliance with applicable laws and requirements and shall be available for inspection at reasonable times by authorized representatives of the Missouri Department of Transportation (MoDOT) and Federal Highway Administration and other authorized federal representatives. The records shall be retained for at least three years after the final payment of the construction project from the Federal Highway Administration.

Local Public Agencies (LPAs) must maintain an inventory of all improvements acquired; how these improvements are disposed of; an accounting of management expenses (i.e. advertising for disposal, preparing demolition contracts, etc.), rental receipts received, and recovery payments for disposition of improvements; and rodent control costs. See Chapter XII of this manual for additional Property Management requirements.

NOTE: Local Public Agencies are reminded that it is their responsibility to report payments to owners for real estate purchases to the Internal Revenue Service. Specific instructions on reporting requirements are found in the IRS instructions for 1099 forms. Certain penalties for not reporting may be encountered.

CHAPTER V

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-5

PLANS AND TITLE INFORMATION

13-5.1 PLANS

Plans for a project must provide land or right of way adequate for the construction, operation and maintenance of the facility for the protection of both the project facility and the public.

If the project is not for road purposes, plan requirements may be different, as imposed by agencies other than the Federal Highway Administration. Check with MoDOT District Right of Way Manager for the plan requirements of those jobs.

Right of way plans are a supporting document for any progress or final claim for Federal reimbursement of expenditures made for right of way when Federal funds have been authorized in the right of way acquisition. The plans must show the following information:

- existing right of way
- beginning and ending project limits by station
- proposed right of way and easements
- dimensions of proposed acquisition
- names of property owners
- land survey lines (including quarter section and quarter-quarter section lines) and property lines, including at least one witnessed corner with the centerline tied to it
- parcel identification numbers
- areas of new right of way, permanent easements and temporary easements
- remainder of land holdings on each side of road
- all improvements or structures to be acquired or damaged by the project
- grading and slope limits
- entrances (location, type and surface material)
- Federal-aid project number

13-5.2 TITLE INFORMATION

Title and ownership information is needed for the purpose of establishing property lines, computing ownership areas, right of way areas, etc. Certain title information is necessary to determine if marketable title is passing to the acquiring agency. When minor rights of way and/or temporary rights are the only rights being acquired, it is permissible to determine ownership by use of the last deed of record.

Title information needed is owner's name, total area of contiguous lands comprising the ownership, information regarding mortgages, special assessments, liens, taxes, etc., to enable the LPA staff to prepare the necessary documents for title transfer. Required title information may be secured by a qualified member of the LPA staff or purchased from a title company doing business in the county.

If necessary, commitments for title insurance may be obtained from qualified title agencies.

Alternatively, the LPA can obtain abstracts from which the agency's attorneys can determine the conditions of titles. Each abstract will cover a minimum period of 30 years or no less than four conveyances, except where it reasonably appears that an indicated ownership of the fee title of more than 30 years duration exists. Abstracts should also include conveyances of easements, mineral rights, or other interests of less than fee title, which appear of record.

The cost of obtaining the necessary title information is an incidental cost to right of way acquisition, and is one of the costs that is eligible for Federal participation. Preliminary title work, like last deeds of record and title commitments, are a Preliminary Engineering cost, and eligible for participation if only construction is Federal participating. Title insurance, and later title opinions are generally considered right of way expense, and are only participating if there are Federal funds in the right of way acquisition portion of a project.

When non-complex property or property rights are donated, a proper Local Public Agency (LPA) authority may waive acquisition of additional property interests (like partial mortgage releases, easement owners, tenant interests, etc.), but a memo outlining the waiver to acquire additional property interests should be included in the file.

CHAPTER VI

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-6

ACQUISITION

13-6.1 NEGOTIATIONS TO ACQUIRE REAL PROPERTY

A. Contact With Owners and Their Representatives

Acquisition of real property and property rights is an extremely sensitive area of activities since it involves direct personal contacts with the public. The negotiator shall make a reasonable effort to personally contact each resident property owner or the owner's designated representative. The negotiator should strive to attain rapport with the property owner, inspire confidence in the acquisition process and the fairness of the offer being made.

The property owner should be provided with an explanation of the acquisition process which may be supplemented by the acquisition brochure. (Appendix Item 27) A full explanation of the project should be given and how it will affect the owner's property.

If no personal contact has been accomplished, certified mail of offer letters is recommended prior to condemnation.

B. Negotiator's Report

A record of negotiations for each parcel shall be maintained by the negotiator and become a permanent part of the parcel file. A sample "Negotiator's Report," is shown at Appendix Item 15. A detailed record of each contact with the owner or representative shall be completed, signed and dated by the negotiator, within a reasonable time after the contact.

The information for each contact should include as a minimum the date and place of each contact, parties contacted, monetary amount of offer made, counteroffers, reasons settlement could not be reached, an explanation of the acquisition and any other pertinent data. Each contact report should be signed and dated by the negotiator preparing the report.

When negotiations are unsuccessful and the negotiators consider further attempts to negotiate to be futile, they should record their recommendations for action considered appropriate.

C. Prompt Written Offers to Owners and Tenant Owners

If donations are not possible, make a prompt written offer to an owner, based on the full amount of just compensation indicated on the approved Payment Estimate or appraisal. Prompt offers dispel owner dissatisfaction and encourage confidence in the agency. Also, a delayed offer may not reflect current market conditions and cause need for revaluation.

A written offer is also required in the case of a tenant that owns any of the buildings, structures or other improvements affected by the acquisition.

The written offer to the property owners and tenant owners shall include, at a minimum, the following:

- The amount established as just compensation. (In the case of a partial acquisition, the compensation for the real property to be acquired and for damages to remaining real property shall be separately stated.)
- A description, location, identification and the interest in the real property being acquired. This may be satisfied by attaching a copy of the proposed acquisition deed.
- Identification of buildings, structures and other improvements (including removable buildings, equipment and trade fixtures) considered to be part of the real property to be acquired.
- Where appropriate, the statement shall identify any separately held ownership interest in the property, (example: a tenant-owned improvement) and indicate that such interest is not covered by the offer.

Appendix Item 6A is a sample offer letter for use when just compensation has been determined by a Payment Estimate. Appendix Item 6B is a sample offer letter for use when just compensation has been determined by a Value Finding or Standard Format appraisal.

D. Owner's Consideration of Offer

The owner should be given a reasonable time to consider the offer and to present information which is believed to be relevant in determining the value of the property along with suggested modification in the proposed terms and conditions of the purchase. The acquiring agency must consider the owner's counter offer and suggestions, even though there is no obligation to accept the same.

Occasionally, additional information may dictate a need for a revision to the offer. If an owner volunteers information, the acquiring agency must give that information appropriate consideration. Any revision should be documented

providing an explanation of the reasons. A revised written offer, approved by the proper agency official, should be made promptly to the property owner.

E. Payment Before Possession

No owner shall be required to surrender possession of real property before the acquiring agency pays the agreed purchase price, or deposits the amount of a Commissioner's award with the court for the benefit of the owner.

F. 90-Day Notice to Vacate

No person lawfully occupying real property shall be required to move or remove personal property from a dwelling, business or farm operation without at least 90 days' written notice from the acquiring agency before the date by which such move is required.

In cases of displacement of an individual, family, or business, the Missouri Department of Transportation will offer guidance and assistance regarding relocation assistance, upon request from the Local Public Agency (LPA).

A 90-day Notice to Vacate shall not be given before the notice of relocation eligibility. A notice to vacate is required in all cases in which an acquired structure is occupied, or personal property must be removed.

G. Uneconomic Remnant

When a partial acquisition leaves the owner with a remainder that has little or no utility or value to them, an uneconomic remnant may have been created. The agency shall make the determination if there is an uneconomic remnant. This is usually decided upon in the appraisal or appraisal review process, but may result from declarations and opinions of the owner.

The agency shall make an offer to purchase the uneconomic remnant. The offer to acquire a remnant should be included in the offer to acquire the needed land or right of way, or if necessary, may be an entirely separate offer. The owner may decline to sell the remnant. Federal funds may participate in the costs of acquiring uneconomic remnants. However, uneconomic remnants cannot be acquired by condemnation. Condemnation petitions should not include the area considered an uneconomic remnant.

If the remnant is not included as part of the regular right of way and the remnant is sold by the agency, credit to Federal funds is required if they were utilized in the acquisition. The credit to Federal funds would be at the same pro-rata as Federal funds participated in the cost of the acquisition. The amount credited should be the result of a disposal by public sale or negotiations based upon appraised fair market value. When a credit to Federal funds is required, the cost

of disposition may be deducted from the sales price. When an uneconomic remnant is not incorporated within the approved right of way limits, no FHWA approval is required to dispose of it.

The necessary record keeping, and future refund, can be avoided by acquiring uneconomic remnants without Federal funds.

H. Owner Retention of Improvements

The owner of improvements located on land being acquired as right of way may be offered the option of retaining those improvements at a salvage value determined by the acquiring agency. Salvage values are generally best determined by the appraiser or agency official who estimated the value of the improvement. Salvage Value is the amount the item would command if sold in place with the buyer being responsible for removal from the property. The acquiring agency is not required to offer owner retention in every instance.

When the owner elects to retain an improvement, the just compensation paid the owner should be reduced by the salvage value of the retained improvement. Reduction of the salvage value to accomplish a settlement, must be approved by an LPA official, and adequately documented in the administrative settlement justification letter. (See Appendix Item 17)

When improvements are retained, it is considered a good business practice to hold sufficient funds, i.e., a performance bond to ensure proper removal of the improvement and clean up of the premises.

I. Coercive Action

All negotiations shall be conducted in such a manner as to eliminate any coercion of an owner into reaching agreement. Condemnation shall not be used as a threat. The property owner shall be given a reasonable amount of time to consider the offer and to obtain professional advice or assistance if they so desire. The agency shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, in order to induce an agreement on the price to be paid for the property.

J. Separation of Functions

1. Appraisal/Negotiation

Negotiations shall be conducted by someone other than the appraiser or reviewing appraiser of the real property to be acquired, except that the acquiring agency may permit the same person to value and negotiate an acquisition where the value is based on a Payment Estimate or is less than \$10,000. However, the valuation prepared on a Payment Estimate must be

reviewed and an amount approved by another designated agency official before the initiation of negotiations.

2. Delivery of Payments

Payments to owners shall not be delivered by persons appraising, reviewing the appraisal or negotiating for the parcel. Certified mail would be acceptable.

K. Incidental Expense Reimbursement

The owners of property acquired for a project will be reimbursed for the following expenses they necessarily incurred for the transfer of the property.

- **Property Transfer Costs:** Recording fees, transfer taxes and similar expenses incidental to conveying the property. These expenses are normally paid direct by the local agency.
- **Proration of Taxes:** Owners will be reimbursed for a pro rata portion of the state, county and city real estate taxes paid for the current taxable year on property purchased by the agency. The pro rata portion of taxes will cover the full number of months remaining in the calendar year after payment is received by the owner for the property. Claims for reimbursement must be made within six months after the city or county tax delinquent date. Delinquent tax payments are not reimbursable. The owner is responsible for submission of paid tax receipts and request for payment to the agency for reimbursement. A sample Pro Rata Real Estate Tax Claim form is included as Appendix Item 18 and it must be given to the owner unless this requirement is waived by the owner.
- **Mortgage Penalties:** Owners will be reimbursed for actual penalty costs for prepayment of a pre-existing mortgage entered into in good faith and filed of record. These costs will be reimbursed when the property is acquired in its entirety or the acquisition is of such magnitude that the remainder will not provide collateral for the mortgage and/or the mortgagee legally requires penalty costs for prepayment of the mortgage. The owner is responsible for submission of paid receipts of penalty costs and request for reimbursement to the agency.
- **Appeal for Expense Eligibility:** Property owners may file a written appeal with the agency if they believe that the agency has failed to properly consider their application for reimbursement of expenses incidental to the transfer of title. This appeal may include their eligibility for, or the amount of a payment. The time limit for filing an appeal is 60 days after they receive written notification of the agency's determination on their claim.

13-6.2 DONATION OF RIGHT OF WAY

A. Donations - Waiver of Appraisal

The use of donations may be used to acquire property and property rights without the use of a detailed appraisal, however, some documentation is necessary.

In some instances property owners affected by small, uncomplicated acquisitions of right of way and/or easements may be willing to donate their property that is needed for the project, especially when the project improvements provide a benefit to the property and community.

Donations are acceptable, however, the owner must be fully informed of the right under law to payment of just compensation as determined by an appraisal. An owner can waive the right to an appraisal, and make a donation. To assure full understanding by the owner, a Donation - Waiver of Appraisal Letter, (Appendix Item 3) must be signed by the owner.

When non-complex property or property rights are donated, a proper Local Public Agency (LPA) authority may waive acquisition of additional property interests (like partial mortgage releases, easement owners, tenant interests, etc.), but a memo outlining the waiver to acquire additional property interests should be included in the file.

The Uniform Act forbids an acquiring agency from taking any coercive action in order to compel an owner to agree on a price for his property. As such, in most cases it would be inappropriate for an acquiring agency at the time of initiation of negotiations to inform the property owner that the needed right of way would have to be donated to the acquiring agency in order for the roadway project to be completed. The only acceptable circumstance would be in the case when the project would be terminated unless all owners agreed to donate.

B. Donations of Property as Credit To LPAs Matching Share (Soft Match)

The value of donated property can be used as a credit to the local agency's matching share of project costs. Those agencies wishing to utilize this provision should read and comply with Appendix Item 4. The Missouri Department of Transportation (MoDOT) District Right of Way offices will be able to provide assistance and guidance in obtaining this credit.

If such crediting is used, a valuation of the donated property must be done. MoDOT must concur in that valuation prior to Plans, Specifications and Estimates Approval (PS&E), to assure the credit.

C. Donation in Exchange for Construction Features

A local agency may accept an owner's offer to donate in exchange for construction features that will benefit the owner. The local agency should make an economic determination that the cost of the services rendered can reasonably be balanced against the value of the required acquisition. In this case the owner should sign a Donation In Exchange letter (Appendix Item 5), and complete the donation of necessary right of way in exchange for the specified construction features to be rendered.

13-6.3 DEDICATIONS

A local agency may accept a parcel of land through dedication if the dedication is done pursuant to a local planning and zoning process or at the request of the property owner for use concessions. This is not considered an acquisition requiring just compensation.

Dedications are not considered donations for purposes of donation credit (soft match). Any dedication undertaken to circumvent Federal requirements is unacceptable.

13-6.4 ASSESSMENTS

LPAs may not take any coercive action in acquiring property for a project. Assessments against individual properties of a project are unacceptable. However, assessments to recapture funds expended for a public improvement are acceptable if levied against all properties within an established taxing area or district.

13-6.5 NEGOTIATOR QUALIFICATIONS

Missouri Department of Transportation (MoDOT) and this manual impose no requirement on the staff of LPAs. It is recommended that LPA staff negotiators carry the following qualifications, which is equivalent to the MoDOT Right of Way Specialist.

Knowledge of business and real estate as might be acquired through experience or graduation from an accredited four year college or university with a bachelor degree in real estate, finance, economics, business administration, public administration, or related area.

CHAPTER VII

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-7

PROPERTY VALUATION

13-7.1 GENERAL

The acquiring agency must offer the property owner an amount which it believes to be just compensation, and that amount is to be based on the fair market value of the property as determined by a professionally prepared, reviewed and approved appraisal. Further, the Uniform Act provides that the amount of just compensation shall be no less than the amount of the agency's approved appraisal.

An appraisal is defined in the Uniform Act as:

"... 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."

13-7.2 ANALYSIS OF APPRAISAL PROBLEMS AND FORMAT RECOMMENDATIONS (Fee Study)

A qualified individual from the acquiring agency's right of way organization should visit the project site to identify the valuation problem, and determine the number and type of reports needed. This activity is referred to as a Fee Study, or Analysis of Appraisal Problems and Format Recommendations. The introductory paragraphs of the following instructions for each of the appraisal report formats, indicate when the use of each format is appropriate.

13-7.3 APPRAISAL REPORT FORMATS

The format and level of documentation for the appraisal report are dependent upon the complexity of the appraisal problem. Federal regulations do allow for the waiver of appraisal valuations (Payment Estimates) if the acquiring agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at \$10,000 or less based on a review of available data. The Payment Estimate form provides the agency with documentation of the estimate of Just Compensation which is less than \$10,000, exclusive of fence.

If the appraisal waiver (Payment Estimate) cannot be utilized, an appraisal must be prepared. Because of the varying complexity of appraisal problems, two formats for appraisals are to be used, either the Standard Format or the Value Finding appraisal. These appraisal formats must be prepared by either qualified Local Public Agency (LPA) staff appraisers or by Missouri certified appraisers.

If Outdoor Advertising, Trademark, logo, or other signs are encountered within the acquisition, consult MoDOT District Right of Way office for valuation and acquisition guidance.

A. Payment Estimate

Local agencies may make an offer, not to exceed \$10,000, to a property owner without the benefit of an appraisal, but some documentation is required. Compensation for the cost of replacement fencing is allowed in addition to the \$10,000 maximum. The offer amount is to be established on a Payment Estimate form and is to be approved by an official of the acquiring agency prior to the initiation of negotiation on a specific parcel. The format for a Payment Estimate is described in Appendix Item 7. A sample of a letter offer based upon a Payment Estimate is included in the Appendix Item 6A.

This Payment Estimate may be prepared by agency personnel such as a real property assessor or other persons familiar with local realty values. The same person may perform both the value estimation and negotiation functions when the acquisition cost (not including fence) is \$10,000 or less.

If a Certified appraiser prepares and/or co-signs the Payment Estimate, a Jurisdictional Exception statement (Appendix Item 7A) is provided to accommodate the appraiser's Uniform Standards of Professional Appraisal Practice (USPAP) requirements.

When non-complex property rights are acquired by Payment Estimate, proper Local Public Agency (LPA) authority may waive acquisition of additional property interests (like partial mortgage releases, easement owners, tenant interests), but a memo outlining the waiver should be included in the file.

Instructions for preparing the Payment Estimate are found in Appendix Item 7.

B. Value Finding Format

Use of the Value Finding Appraisal Format (Appendix Item 8) is allowed when the acquisition is simple, when fair market value can adequately be estimated by the sales comparison approach with only minor adjustments, when damage to the remainder can be measured by the cost to cure or is consequential damage not exceeding \$10,000 in total, the highest and best use is the present use and is not materially affected by the acquisition. Consequential damage due to more than one factor may suggest that the Standard Appraisal Format should be used.

Use of the Value Finding Format in appraising residences that are to be acquired is not permitted without prior approval of the Missouri Department of Transportation (MoDOT) District office.

The appraiser shall adhere to the format, and shall include paragraph headings and numbers as shown. The appraisal shall be typewritten on 8 1/2" x 11" paper with the pages numbered sequentially.

The format instructions set out appraisal requirements of the Missouri Department of Transportation and the Federal Highway Administration. It is inevitable that appraisers will occasionally encounter situations which are not specifically addressed herein. In all cases the appraiser is responsible for a credible, adequately documented appraisal. Reasonableness and typical professional appraisal practices are the standard.

There are a number of ownership items and appraisal problems frequently encountered in appraising for partial acquisition, on which policies have been established by case law, management decision and precedent. These policies apply to all appraisal formats and are set out in Special Appraisal Considerations (Appendix Item 12).

An identification block shall be included at the front of the appraisal, and may be altered to accommodate other types of projects and agencies

C. Standard Appraisal Format

Use of the Standard Appraisal Format (Appendix Item 9) is required when the appraisal problems are judged to be complex. It is required when the highest and best use of a property as improved is different than the highest and best use as if vacant, and when residential or other major improvements are taken. (Use of the URAR Residential Appraisal Format may be approved in certain circumstances.) The Standard Format is also required when there is a change in the highest and best use after the acquisition, unless the remainder is an uneconomic remnant.

The appraiser shall adhere to the following format and shall include paragraph headings and numbers as shown. The appraisal shall be typewritten on 8 1/2" x 11" paper with the pages numbered sequentially.

These format instructions set out appraisal requirements of the Missouri Department of Transportation and the Federal Highway Administration. It is inevitable that appraisers will occasionally encounter situations which are not specifically addressed herein. In all cases the appraiser is responsible for a credible, adequately documented appraisal. Reasonableness and typical professional appraisal practices are the standard.

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An identification block shall be included at the front of the appraisal, and may be altered to accommodate other types of projects and agencies.

13-7.4 SALE FORMS

Forms are provided for sale write-ups (Appendix Items 10A and 10B) as well as instructions for the proper completion of the sale forms. (Appendix Item 10) The Residential Sale form is intended for sales of houses, and its description items generally correspond with the description items of the URAR form appraisal. The Nonresidential Sale form is intended for all other kinds of vacant or improved sales.

Sale forms may be attached to each appraisal report, or may be presented in a Data Book and referenced in the report.

13-7.5 APPRAISER'S CERTIFICATION

A certification by the appraiser is required with each Value Finding and Standard Format appraisal. A sample of a certificate is included as Appendix Item 11. The certificate provides evidence that the appraiser did invite the owners and tenants to accompany the appraiser during an inspection of the property, along with other statements of fact.

13-7.6 "CAUTION" IF CONDEMNATION IS REQUIRED

Local agencies are advised that state condemnation law requires basing compensation on the difference in the before and after condition, which is accomplished by a proper Standard format appraisal. If either the Payment Estimate or Value Finding formats are used, additional appraisal costs may be incurred if a jury trial is necessary.

If approval of Federal participation in Right of Way costs has not been needed previously on the project, request for participation and Acquisition Authority will be necessary at this point, if Federal participation will be needed.

13-7.7 APPRAISAL REVIEW

A. General

It is the responsibility of the acquiring agency to review all Value Finding and Standard Format appraisal reports and specialty reports of real property to be acquired in connection with Federal-aid projects. The purpose is to ensure that a qualified review appraiser determines that the approved estimate of just compensation is reasonably supported by an acceptable appraisal. (Payment Estimates are merely cosigned by an individual familiar with the project and property values, not formally reviewed.)

An appraisal review is a technical review of an appraisal report, and is a critical quality control element in the valuation/acquisition process. An appraisal review is not an arithmetic or grammatical review of an appraisal report. It is a comprehensive technical examination of the appraisal, as reported by an appraiser. If for any reason the reviewing appraiser believes that the appraisal is patently lacking in any important detail, he/she should request the appraiser to make corrections or furnish such additional support and documentation that may be required. Written communication should be utilized wherever practical. (See Appendix Item 14, INSTRUCTIONS FOR APPRAISAL REVIEW and Appraisal Review and Approval of Just Compensation form.)

A review appraiser must be a certified appraiser who is familiar with the type of appraisal problem being reviewed and the techniques required to address that problem. The review appraiser must also be completely familiar with the MoDOT appraisal and other relevant requirements, and be listed on the Roster of Approved Contract Appraisers.

The Roster of Approved Contract Appraisers indicates those certified appraisers that are currently appropriate for use as reviewers. Contact the local District MoDOT office for a current roster of appraisers in the LPAs area. Additional reviewing appraisers may be approved upon request of the MoDOT District office.

Payment Estimates do not require approval by a certified reviewing appraiser, but rather approval or co-signature by an agency official.

B. Separation of Functions

1. Appraisal/Review/Negotiation

Negotiations shall be conducted by someone other than the appraiser or reviewing appraiser of the real property to be acquired, except that the acquiring agency may permit the same person to value and negotiate an acquisition where the value is \$10,000 or less. However, the valuation must be reviewed and an amount approved by another designated agency official before the initiation of negotiations.

Appraisals prepared by agency staff may not be reviewed by the appraiser that made the appraisal. Appraisals prepared by contract appraisers may not be reviewed by a member of the same firm as the appraiser. The Roster of Approved Contract appraisers - Appendix Item 13 indicates those fee appraisers qualified to perform the Review function. Additional review appraisers may be approved upon request of the MoDOT District office.

2. Delivery of Payments

Payments to owners shall not be delivered by persons appraising, reviewing the appraisal or negotiating for the parcel. Certified mail would be acceptable.

13-7.8 APPRAISER QUALIFICATIONS

A. Staff Appraiser

Staff Appraisers who will prepare Value Finding and Standard format appraisals must carry adequate qualifications to accomplish the appraisal assignment, and be approved by MoDOT District Right of Way Managers.

MoDOT and this manual impose no requirement on the staff of LPAs. However, it is recommended that agencies subscribe to the MoDOT requirement for staff appraisers, which is:

Knowledge of business and real estate as might be acquired through graduation from an accredited four year college or university with a bachelor degree in real estate, finance, economics, business administration, public administration, or related area.

Two years experience with the LPA in right of way appraisal activities, or four years' experience outside the LPA in a comparable position.

Completion of training courses in real estate, appraisal principles and appraisal procedures.

B. Fee Appraisers Must Be On Roster Of Approved Contract Appraisers

The selection of fee appraisers should be based upon the qualification level and experience necessary for the type of appraisals to be encountered. Selected appraiser must appear on the Roster of Approved Contract Appraisers - Appendix Item 13 of this manual, which is updated annually by MoDOT. Additional fee appraisers can be approved by the MoDOT District office, for addition to the roster.

C. State Certification Required

State appraisal certification is required for all contract appraisers, either Residential or General.

13-7.9 REVIEW APPRAISER QUALIFICATIONS

A. Approval and Co-signing of Payment Estimates

Agency officials familiar with real estate values can inspect and co-sign or approve compensation determined on a Payment Estimate.

B. Review and Approval of Value Finding or Standard Format Appraisals

Qualified review appraisers are necessary to approve Just Compensation estimated by appraisers on the Value Finding or Standard Format appraisals. Reviewers (staff or fee) who will approve just compensation based on staff appraisals of Value Finding and Standard formats, must be approved by MoDOT.

C. Fee Review Appraisers Must Be On Roster of Approved Contract Appraisers

The Roster of Approved Contract Appraisers, Appendix Item 13, indicates appraisers who are generally qualified for all review responsibilities. Appraisers that the roster does not indicate as Review appraiser, may be appropriate for review responsibilities for some projects.

D. State Certification Required

State appraisal certification is required for all contract review appraisers.

CHAPTER VIII

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-8 ACQUISITION THROUGH EMINENT DOMAIN

13-8.1 GENERAL

The basic principles governing the exercise of the power of eminent domain are established by State law and are set forth in Chapter X of the Missouri Department of Transportation Right of Way Manual. If negotiations are not successful, the acquisition case is turned over to the agency's legal representative to secure the property through condemnation action, or a legal settlement. It is strongly recommended that any time property must be acquired by condemnation action, the Local Public Agency (LPA) should contact the local Missouri Department of Transportation (MoDOT) District office for assistance.

After property has been placed in condemnation and the commissioners have made their report, the acquiring agency should make a determination as to whether the case should be tried to a jury or disposed of by settlement. In either case, however, if the agency intends to claim federal participation in the payment of any excess over and above the original approved offer, the file must be adequately documented to justify the action taken.

The attorney handling the case for the LPA should become familiar with Title 49 of the Code of Federal Regulations, Part 24, and Subpart D of Part 712 of Title 23 of the Code of Federal Regulations.

13-8.2 DOCUMENTATION OF LEGAL ACTIONS

The agency shall provide to the MoDOT District Right of Way office proper documentation for not filing exceptions to commissioners award, justification to dispose of a condemnation case by settlement, or a trial report in the case of jury trial. This documentation is to be furnished to MoDOT District Counsel for review and approval action. District Counsel shall contact the appropriate representative of the local agency for corrective action if necessary.

13-8.3 USE OF A FEE ATTORNEY OR SPECIAL COUNSEL

23 CFR, Section 712.408 deals with requirements when a LPA hires an outside attorney to handle condemnation. Basically, advance Right of Way Division approval is a requirement along with a determination that:

- The employment of special counsel is in the public interest
- The fee for the services is reasonable
- The fee is not on a percentage basis.

Contact the local Missouri Department of Transportation, District Right of Way office when the LPA anticipates using outside counsels.

13-8.4 FEDERAL PARTICIPATION IN COSTS OF STAFF ATTORNEYS

Federal participation shall not be allowed in payment to a city or county attorney for work performed in connection with the acquisition of rights-of-way when he/she is obligated to perform such work without additional compensation. In those cases when the normal duties of the attorney do not include the acquisition of property for right of way purposes, Federal funds may participate in payments for services performed.

13-8.5 PREPARATION OF JUSTIFICATION FOR LEGAL SETTLEMENT

A legal settlement is any acquisition settlement made by the responsible agency's legal representative after condemnation is filed. The legal settlement is the attempt to reach a settlement after all reasonable efforts by the negotiator have failed, including attempts at an administrative settlement.

If Federal funds are to participate in right of way acquisition, including the settlement costs, and the agency determines that it is in the best interest to dispose of the condemnation case by legal settlement, the legal representative handling the case must prepare a Justification for Settlement statement, (Appendix Item 19) and provide this statement to the MoDOT District Right of Way office.

If an A-date authorizing Federal funds participation in right of way has not previously been authorized, an Acquisition Authority (A-date) must be obtained prior to completion of the settlement and prior to request for Federal participation in the cost of the acquisition settlement.

The LPA shall identify the agency's legal representative responsible for making the settlement. If this representative is not a direct employee of the agency, the LPA shall concur in the settlement. This includes stipulated settlements approved by the court in which the condemnation action has been filed.

Justifications for settlement should contain as a minimum the following: (form in Appendix Item 19 may be utilized)

- A description of the property as to dimensions, terrain, use, access to public roads and other facilities, severance by public roads and water courses, improvements, and any other features which would have a bearing upon the value of the property.
- The effect which the acquisition has on the property, such as severance, limitation of access, removal of fencing and other improvements, and blocking of existing public roads which provide access to the property.

- The date of taking.
- The amount of the commissioners' award.
- All appraisals which have been obtained for the determination of damages with the dates of appraisals.
- The approved offer and the date the amount of the offer was established.
- Any comments which are contained in the reviewing appraiser's report, or in the negotiator's records, which might have a bearing on a determination for settlement.
- Any legal deficiencies noted in any of the appraisals or in the reviewing appraiser's determination.
- Any changes which have occurred in the property between the date of any of the appraisals and the date of taking, such as rezoning or change in improvements.
- Substantial differences in appraisals or between the appraisals and the approved offer should be correlated.
- A discussion of problems to be anticipated in a trial of the case, both legal problems and evidentiary problems which could affect the outcome of trial. This might include problems relating to comparable sales, highest and best use of the property, rezoning, drainage problems, extent and effect of severance, encroachment damage, the admissibility of evidence, valuation of landscaping, depreciation of improvements (especially functional obsolescence), special benefits, etc.
- A discussion as to the effectiveness, if known, of the witnesses.
- A discussion of recent trial results in the county.
- Costs of trial may be considered along with other matters in the justification, but may not be used as the sole basis for settlement.
- In making a determination as to whether to recommend settlement of a case, all pertinent information and facts which would be admissible in a trial of the case should be discussed, with a discussion as to the effect which such evidence would probably have in the outcome of the trial. Where additional sales have occurred in the area which the attorney feels would be admissible in evidence and would have a bearing on the outcome of the trial, the attorney should discuss the sales as to their admissibility in the trial and the effect that their admission into evidence might have on the outcome of the trial.

The acquiring agency's legal counsel should be involved from the early stages of the project delivery. During the planning and design stages, he or she may be able to detect complex title or valuation pitfalls which can be avoided or minimized during the appraisal process. Counsel should be called upon for advice on such matters as the law on benefits, before/after value appraisals, and compensability of particular items. Counsel should be given an opportunity to offer advice prior to the determination to condemn.

13-8.6 TRIAL REPORTS

Federal funds may participate in amounts greater than the amount established as just compensation if there is supporting documentation in the LPA project file. A trial report, (Appendix Item 20) signed by the trial attorney, should contain the following information:

- A description of the property as to size, shape, terrain, improvements, access to roads and other facilities, severance by roads and other facilities, and any other matter which has a bearing on the value or use of the property.
- Date of taking.
- A description of the taking and its effect on the remaining property.
- The date and amount of the originally approved offer and the appraisal upon which the offer was based.
- The date and length of the trial.
- The evidence presented on behalf of the defendant. This should include not only the testimony as to damages, but also other matters presented by the defendant which bear upon the before and after values of the property.
- Evidence presented by the plaintiff. This should include not only a statement as to the amount of damages to which the witnesses testified, but other matters presented into evidence by witnesses which would have a bearing on the value of the property, such as highest and best use, zoning, comparable sales, nature of special benefits.
- The reason for any substantial variance between the original approved offer and plaintiffs testimony.
- Differences arising between the parties in trial, not only as to amounts of damages to which the witnesses testified, but a discussion as to the reasons for the differences in the amounts and differences between the parties as to other features of the property, such as physical features, zoning, probability of rezoning, highest and best use, and the extent which the highest and best use has been affected by the taking.

- Any differences arising between the parties as to questions of law, especially as to the admissibility of evidence, objections made by either party, and the rulings of the court upon those objections.
- A discussion of any possible error committed by the trial court in ruling on objections with a recommendation as to whether the verdict is substantially in excess of the plaintiff's testimony and there is error in the case but the attorney's recommendation is that no post trial action be taken, a full discussion of the reasons for such recommendation should be made.
- If post trial action is taken or anticipated, and later it is decided not to appeal, a supplemental report is to be prepared and placed in the file, setting out reasons for no further action.

CHAPTER IX

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-9

RELOCATION ASSISTANCE

13-9.1 RELOCATION ASSISTANCE

Sometimes land needed for a project is occupied. In such instances it may be necessary to displace the occupants. These occupants may be individuals, families, businesses, farms, or even non-profit organizations.

The term displaced person is defined in the Uniform Act as: "...any person who moves from the real property or moves his or her personal property from the real property as a direct result of an agency's written notice of intent to acquire, the initiation of negotiations for, or the acquisition of such real property in whole or in part for a project."

Occupants who qualify as displaced persons are eligible for relocation assistance advisory services, and are entitled to payment of his or her actual moving and related expenses, as the agency determined to be reasonable and necessary. In addition, residential displacees who meet minimum occupancy requirements may qualify for replacement housing or rental subsidy payments to offset increased costs of securing replacement dwellings.

The Uniform Act and Federal Highway Administration regulations prescribe certain benefits and protections for persons displaced by projects which are funded, at least in part, with Federal money. The provisions of the Uniform Act concerning relocation are found in Title II. As stated in the law, the purpose of Title II is to assure fair and equitable treatment of displaced persons so that such displaced persons do not suffer disproportionate injury from projects designed to benefit the public as a whole.

Relocation requirements are lengthy and detailed; therefore, whenever the local agency anticipates that displacements will occur, the appropriate Missouri Department of Transportation (MoDOT) District Right of Way office should be contacted for assistance in conducting its relocation program.

CHAPTER IX

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-9

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The term displaced person is defined in the Uniform Act as: "...any person who moves from the real property or moves his or her personal property from the real property as a direct result of an agency's written notice of intent to acquire, the initiation of negotiations for, or the acquisition of such real property in whole or in part for a project."

Occupants who qualify as displaced persons are eligible for relocation assistance advisory services, and are entitled to payment of his or her actual moving and related expenses, as the agency determined to be reasonable and necessary. In addition, residential displacees who meet minimum occupancy requirements may qualify for replacement housing or rental subsidy payments to offset increased costs of securing replacement dwellings.

The Uniform Act and Federal Highway Administration regulations prescribe certain benefits and protections for persons displaced by projects which are funded, at least in part, with Federal money. The provisions of the Uniform Act concerning relocation are found in Title II. As stated in the law, the purpose of Title II is to assure fair and equitable treatment of displaced persons so that such displaced persons do not suffer disproportionate injury from projects designed to benefit the public as a whole.

Relocation requirements are lengthy and detailed; therefore, whenever the local agency anticipates that displacements will occur, the appropriate Missouri Department of Transportation (MoDOT) District Right of Way office should be contacted for assistance in conducting its relocation program.

CHAPTER X

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-10 RIGHT OF WAY CLEARANCE CERTIFICATION

13-10.1 GENERAL

Prior to authorization to advertise the physical construction for bids, the Local Public Agency (LPA) shall submit a Right of Way Clearance Certification Statement (Appendix Item 21) to the local Missouri Department of Transportation (MoDOT) District office.

The Right Of Way Clearance Certification Statement is required for all Federally assisted projects (Federal funds participation in either right of way or construction), but only if any right of way acquisition was necessary. The statement identifies the acquisition status of necessary right of way for the purpose of advancing a project to construction. It also addresses the status of any relocation activities necessary on the project.

The agency shall submit a clearance certification to the local MoDOT district office on the agency's letterhead signed by appropriate official or officials. This certification, along with a monitoring report, shall be submitted to the FHWA through the MoDOT Division of Right of Way office.

All jobs certified clear more than one year prior to construction letting must have an updated clearance certification issued to verify that the right of way is still clear and that there are no encumbrances of any kind and there are no rental agreements, extensions of possession or leases in effect.

13-10.2 WHEN SHOULD CLEARANCE CERTIFICATION BE SUBMITTED

Clearance certification should be submitted when all right of way has been acquired and legal and physical possession of all parcels has been obtained and relocation assistance has been made available on occupied units.

13-10.3 CONTENTS OF CLEARANCE CERTIFICATION

Each certification must contain the following.

A. The Heading of Your Certification Letter Should Contain the Following:

- date and type of environmental clearance
- clearance certification entire project, portion of project, or conditional clearance
- city and or county
- road or project number
- federal project number

- termini of the entire right of way project
- the termini by stationing of that portion of the project being cleared if it is a partial clearance certification
- construction job number and termini

B. Make All of the Statements Depending Upon Type of Acquisitions Involved For Project.

1. Right of Way Required - No Personal Property Moved - No Relocation Assistance Required

- a. We certify that all necessary right of way, easements and access rights have been acquired in accordance with the Titles 49 and 23 CFR.
- b. Legal and physical possession of all parcels has been obtained.
- c. The steps relative to relocation advisory assistance and payments were not required.

2. Right of Way Required - Personal Property Moved - No Occupied Improvements Required

- a. We certify that all necessary right of way, easements and access rights have been acquired in accordance with Titles 49 and 23 CFR.
- b. Legal and physical possession of all parcels has been obtained.
- c. Steps relative to relocation advisory assistance and payments as required by 49 CFR, Part 24 have been taken (personal property moved only).

3. Right of Way Required - Personal Property Moved - Occupied Improvements Acquired

- a. We certify that all necessary right of way, easements and access rights have been acquired in accordance with Titles 49 and 23 CFR.
- b. Legal and physical possession of all parcels has been obtained.
- c. Steps relative to relocation advisory assistance and payments as required by 49 CFR, Part 24 have been taken.

- d. All individuals and families have been relocated to or offered equivalent decent, safe and sanitary housing in accordance with 49 CFR, Part 24.

C. Required data to be submitted with clearance certification.

When a right of way project is certified clear, attach to the certification:

- Total number of parcels on project that required the acquisition of right of way, easements and/or access rights.
- Total number of donations. (List the parcel number, date received, and grantor's name.)
- List any parcels that were voided and not appraised within the numeric beginning and ending parcel numbers as indicated on the right of way plans.
- List any parcel that was appraised and subsequently voided and not acquired.

13-10.4 PARTIAL RIGHT OF WAY CLEARANCE CERTIFICATION

When phase construction is involved on a particular project and it is necessary to clear only a portion of an entire right of way project, all other requirements for the issuance of a clearance certification are applicable.

In order to advance portions of a total project to construction, it will be necessary to complete a right of way clearance certification statement for each construction project. A clearance statement is identified as a partial right of way clearance certification when legal and physical possession of additional right of way which was identified within the original right of way project termini, and needed in connection with future construction projects, has not yet been obtained.

The classification as a partial certification is necessary as it relates to the original right of way project number under which the LPA was authorized to acquire the necessary right of way. In these cases, the partial right of way clearance certification represents a full clearance certification for the construction project to be advertised and awarded.

13-10.5 CONDITIONAL RIGHT OF WAY CLEARANCE CERTIFICATION

A Conditional Right Of Way Clearance Certification Statement is required when the Agency's administration staff has determined it necessary to advance a construction project to letting prior to obtaining legal and physical possession of all the needed right of way. The LPA may request construction authorization of this type only in very unusual circumstances. This exception must never become the rule.

Each situation is different. MoDOT District personnel are available for direct assistance to insure compliance with 49 CFR, and expedient clearance of the Right of Way for certification.

Clearance certifications which show exceptions must be followed by a final clearance from the MoDOT District at such time as the exceptions have been satisfied.

Any job certified clear more than one year prior to letting must be verified to determine that the job is still clear and that there are no rental agreements or leases in existence.

CHAPTER XI

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-11 RIGHT OF WAY SERVICES THROUGH CONTRACT

13-11.1NEED

The Local Public Agency (LPA) must inform the Missouri Department of Transportation (MoDOT) prior to commencement of any right of way activities, whether they are adequately staffed to perform the necessary functions or if it will be necessary to utilize fee services for any of the appraisals, appraisal reviews, negotiations, or relocation services required for a project.

13-11.2PROCUREMENT OF SERVICES

The procurement of services are governed by regulations issued by the Department of Transportation in 49 CFR Part 18.36 when Federal funds are to be utilized in right of way acquisition. There are two procedures which will generally apply to right of way services.

A. Small Purchase Procedures

This is the simplest and most informal procedure and applies when required services do not exceed \$100,000. This procedure requires the agency to secure a proposal to furnish necessary services from an adequate number of qualified sources.

B. Competitive Negotiation

This is a more formalized procedure where the value of the services will exceed \$100,000. In this procedure requests for proposals are publicized, soliciting proposals from an adequate number of qualified sources. Specifications for required services should be developed so all qualified sources are fully informed of services to be rendered, and all are submitting proposals on the same basis. Contract may be awarded to the responsible proposal submitted most advantageous to the LPA.

13-11.3GENERAL REQUIREMENTS FOR CONTRACTS

Contracts, agreements or assignment letters for contract services shall contain as a minimum the following provisions and clauses:

- Date of agreement.

- The complete name and address of each party to the agreement whether individual, partnership, firm or corporation. If a corporation is one of the parties, identify the state in which it is incorporated. Where a contract is with a partnership, firm or corporation, the agreement or supplement thereto shall identify the person who will perform the contract service and, if necessary, testify in a condemnation action.
- Federal-aid project number and location.
- Description of the work to be done in sufficient detail to show the nature and extent of the services contemplated.
- The basis of payment for the services to be furnished.
- Provisions that would permit the negotiation for mutual acceptance of major changes in the scope, character or estimated total cost of the work to be performed if such changes become necessary as the work progresses.
- Provision that would permit termination of the agreement by the acquiring agency in case the contractor is not complying with the terms of the agreement, the progress or quality of work is unsatisfactory, or for other stated reasons. Provision covering the ownership of work completed or partially completed and basis of payment therefore in the event of termination of the agreement by the acquiring agency.
- Provisions for a procedure to resolve any dispute concerning a question of fact in connection with the work not disposed of by agreement between the parties, conforming to the practice followed by the acquiring agency in resolving disputes in other contractual matters.
- An expressed prohibition against the subletting or transfer of any of the work except as is otherwise provided for in the agreement.
- The clauses set forth in Appendix A of the Civil Rights Assurances.
- Properly executed signature and dates.

13-11.4 CONTRACT FOR FEE APPRAISER

A. General Requirements

1. The Department of Transportation District office may approve the use of a fee appraiser when it has been determined the local agency is not adequately staffed to perform this service.

2. Individuals proposed and used to establish estimates of just compensation shall be on the Roster of Approved Contract Appraisers, which is updated annually. (Appendix Item 13)
3. Appraisal work will be performed under the requirements set forth in Chapter 13-7 of this manual.
4. Fee personnel shall be retained directly by the acquiring agency and required, by written contract, to personally perform the services contracted for, except as hereinafter provided. When services of a highly specialized nature are required to assist in the preparation of the appraisal, the employment of specialists should be handled by the acquiring agency. However, in appropriate instances such employment may be accomplished by the contract appraiser responsible for the appraisal of the entire property. If the latter course is followed, the acquiring agency shall reserve to itself the approval of the selection of the specialist by the contract appraiser.
5. The basis of payment set forth in the agreement covering more than one parcel shall not be computed on an average rate per parcel. The agreement shall itemize the actual amount to be paid per parcel, or such itemization shall be by a separate statement.
6. Provision shall be made in the agreement for a per diem rate to be paid to the fee appraiser or specialist in the event court appearances or conferences preparatory thereto become necessary. This contingent cost shall be separate and apart from the fee or the overall limit specified in the agreement for completion of the services covered by the agreement.
7. There shall be no federal reimbursement for compensation paid by an acquiring agency for revision or correction of a report required by the appraiser's or specialist's failure to comply with contract specifications and standards in the agreement.
8. There shall be no federal participation in the appraisal or specialist fee or the amount paid for a parcel where the appraisal or specialist fee is determined as a percentage of the appraised value or assessed value.
9. The amount of the fee shall represent a fair payment for the services performed whether it be for the initial valuation, a new valuation occasioned by a change in the taking, or a subsequent updating requested by the acquiring agency. In the instance of a new valuation or updating, a flat percentage of the original fee is not acceptable as representative of fair payment. Experience of the acquiring agency and any other available guides should be considered in arriving at an equitable fee. A qualified individual from the acquiring agency's right of way organization should

visit the project site to identify the valuation problem, determine the number and type of reports needed. The estimate shall be made prior to requesting a proposal from fee personnel and shall be retained in the acquiring agency's file. A predetermined schedule of fees for different types of properties may be utilized provided documentation to support such schedule(s) is available in the acquiring agency's files. In determining the basis of payment and the actual fees to be paid, consideration should be given to:

- The complexity of the appraisal or other work to be undertaken and the skills necessary to provide such services.
- The number of parcels included in the assignment.
- The amount of information and data provided fee personnel by the acquiring agency, and the extent of information that must be developed independently.
- The location and conditions pertinent to the project for which the fee service is to be provided.
- The time allowed for performance of the assignment.

B. Approval of Contract

The applicable Department of Transportation District office has the authority to approve contracts and issue notice to proceed with appraisal work providing that (1) contract form substantially complies with requirements of this section, and (2) contract is with a qualified appraiser.

A sample contract for fee appraisal services is included as Appendix Item 23. Contact the local District MoDOT office for assistance, if necessary.

13-11.5 CONTRACT FEE REVIEW APPRAISER

A. General Requirements

1. The Department of Transportation District office may approve the use of a fee review appraiser when it has been determined the local agency is not adequately staffed to perform this service.
2. Individuals proposed and used to approve just compensation shall be on the Roster of Approved Contract Appraisers which is updated annually, (Appendix Item 13). The Roster indicates individuals who are generally qualified to perform the review function. Other individuals on the Roster may be approved to review for individual projects.

3. Appraisal review work will be performed under the requirements set forth in Chapter 13-7 of this manual.
4. Amounts established by Contract Review Appraisers as the estimate of just compensation must be approved by an appropriate official of the responsible acquiring agency prior to the initiation of negotiation. This function cannot be delegated to contract review appraisers or consultants.
5. The employment of fee review appraisers shall be by written contract.
6. The amount of the fee set forth in the contract should be established on a per appraisal basis and shall not be computed on an average rate per appraisal nor determined as a percentage of the appraised, concluded or assessed value.
7. The appraisal review fee shall represent fair payment for the work performance whether it be for the initial estimate of just compensation (EJC) a new EJC occasioned by a change in the taking or a subsequent updating requested by the acquiring agency. A flat percentage of the original fee is not acceptable for a new EJC or updating. An estimated fee per appraisal should be developed by a qualified individual or from other available information before requesting a proposal(s) from qualified fee personnel. The estimated fees shall serve as a basis for negotiating the fee to be paid under the contract. Competitive solicitation of bids may also be used as an alternative procedure where there is a sufficient number of qualified fee personnel available to constitute a competitive environment.
8. Provision shall be made in the agreement for a per diem rate to be paid to the review appraiser in the event court appearances or conferences preparatory thereto become necessary. This contingent cost shall be separate and apart from the fee or the overall limit specified in the agreement for completion of the services covered by the agreement.
9. There shall be no federal reimbursement for compensation paid by an acquiring agency for revision or correction of a review report required by the reviewer's failure to comply with contract specifications and standards in the agreement.

B. Approval of Contract

The applicable Department of Transportation District office has the authority to approve contracts and issue notice to proceed with appraisal review providing that (1) contract form substantially complies with requirements of this section, and (2) contract is with a qualified appraiser capable of appraisal review.

A sample contract for contract fee review appraiser is included as Appendix Item 24.

13-11.6 CONTRACT FEE NEGOTIATOR

A. General Requirements

1. Employment of fee negotiators shall be only by written contract, and approved through the Division of Right of Way.
2. The amount of the fee shall be determined on a parcel basis, and shall not be determined as a percentage of fair market value. The fee shall represent a fair payment for the work performed.
3. Provision shall be made in the contract for a per diem rate to be paid to the negotiator in the event court appearances or conferences preparatory thereto become necessary. This contingent costs shall be separate and apart from the fee on the overall limit specified in the contract for completion of services covered by the contract.
4. Fees may be proposed on an hourly rate plus mileage, but a maximum project total must also be included in the proposal.

B. Approval of Contract

Contracts with Fee Negotiators must be approved by the MoDOT Right of Way Division office. In this approval process, the Division Right of Way office will examine the qualifications of the proposed fee negotiator.

A sample contract for fee negotiator services is included as Appendix Item 25.

13-11.7 CONTRACT FOR TOTAL RIGHT OF WAY SERVICES

A. General Requirements

1. A local agency may elect to obtain fee services for total right of way services or combination of services from qualified contractors.
2. A determination shall be made by the Department of Transportation Division office that the local agency is not staffed to perform the required services.
3. The qualifications of contractors must be examined by the Department of Transportation District office to determine their capability to perform the services to be contracted.

B. Approval of Contract

Contact the local Missouri Department of Transportation District office for specific instructions.

The contract form for services being contracted shall incorporate all applicable requirements and contract provisions from this section. The MoDOT Division office must approve the contract. In this approval process, the Division Right of Way office will examine the qualifications of the proposed fee negotiators and other agents.

13-11.8 CONTRACTING WITH ENGINEERING CONSULTANTS FOR RIGHT OF WAY SERVICES

A. General Requirements

1. A local Agency may provide for right of way services through an engineering contract whereby the engineering firm is adequately staffed with qualified personnel to perform the various right of way functions. The engineering firm may also subcontract for all or part of the right of way functions from qualified sources.
2. The Department of Transportation District office shall first make a determination that the local agency is not staffed to perform the necessary right of way services. Department of Transportation district office shall also determine if the engineering firm is adequately staffed with qualified personnel to perform right of way services or that proposed subcontractors performing these services are qualified.

B. Contract and Subcontract Requirements

Engineering consultant contracts and subcontractors providing for right of way services shall incorporate all applicable requirements and contract provisions from this section of this manual.

C. Approval of Contracts

1. In the case of contracts and subcontracts the MoDOT Division office must approve the contract. In this approval process, the Division Right of Way office will examine the qualifications of the proposed fee negotiators and other agents. The Division of Right of Way will also determine if (1) subcontract form substantially complies with applicable sections of this manual, and (2) subcontract is with an individual or individuals satisfying approved qualification requirements for the work to be performed.
2. Local agency and its consultant will be advised of contract approval and issue notice to proceed with proposed work. The applicable MoDOT District office has the authority to issue notice to proceed with proposed work.

CHAPTER XII

LOCAL PUBLIC AGENCY LAND ACQUISITION

SECTION 13-12

PROPERTY MANAGEMENT

13-12.1 GENERAL

By definition, property management is managing and administering property acquired for construction project purposes so that the public interest is served. The Local Public Agencies (LPAs) are responsible for ensuring adequate control and effective administration of lands and improvements acquired for right of way purposes.

The LPA responsible for property management must handle such activities in a manner consistent with Federal and State requirements. The LPAs program should be carried out in a manner that assures the maximum public benefit.

Just as any privately operated management firm, the acquiring agency is responsible for the preservation of improvements and for the reasonable safety measures relative to the preservation of the acquired property and protection of lawful occupants when it has acquired ownership and possession of property.

13-12.2 PROPERTY MANAGEMENT DURING THE ACQUISITION PHASE

The LPA is responsible for the preservation of improvements and the implementation of safety measures on cleared right of way until needed for construction.

Local Public Agencies must maintain an inventory of all improvements acquired, how these improvements are disposed of, an accounting of management expenses and rental receipts received and recovery payments for disposition of improvements and rodent control.

Income from rents received during the acquisition phase of the project, are credited against project costs.

13-12.3 POST-CONSTRUCTION PROPERTY MANAGEMENT

A. Disposal of Property

Disposal of right of way no longer required in a Federal-aid project after clearance certification requires specific Missouri Department of Transportation (MoDOT) approval. Value is to be determined by the appraisal process. Disposition may be by public sale or negotiations depending on the situation. The net proceeds from any disposal must be used on projects eligible for funding under 23 USC.

If uneconomic remnants, were acquired with Federal funds participation, the Federal share must be refunded when the remnant is sold.

B. Leasing

1. Leasing of Airspace, Land or Right of Way

Property located within the Right of Way lines of a project is considered to be Right of Way airspace. Federal regulations require that the LPAs charge fair market value for the sale, use, lease, or lease renewals of Right of Way airspace that was acquired in whole or in part with Federal assistance.

Regulations provide for use of airspace for non-highway purposes above, at, or below the highways established grade line. Airspace can be put to both public and private uses such as parks, parking etc. When an agency contemplates use of airspace they must consult with the Department of Transportation District office for guidance. Specific approval from MoDOT is required and rates for leasing airspace are to be determined based upon fair market rental rates.

Net income from funds derived from leasing of airspace are to be used on future Federal-aid projects eligible for funding under 23 USC.

If Right of Way and/or uneconomic remnants were acquired with Federal funds participation, the Federal share must be refunded when the remnant is leased.

2. Leasing of Excess Right of Way

Acquired property located outside of the Right Of Way limits and which is no longer needed in connection with maintaining an existing roadway or for construction of a future project is considered to be excess ROW. Federal regulations require that properties purchased with Federal assistance, but not directly need for program purposes, be disposed of as soon as practical. Federal regulations require that the LPAs charge fair market value for the sale or lease of this property.

The LPA will need to obtain MoDOT approval to lease or sell right of way. The LPAs request to MoDOT must explain why the Right of Way is no longer needed, and include a plan which identifies the right of way to be disposed of, including access control, in relation to the construction features and remaining right of way.

It must be emphasized that the release of access control is a disposal of a property right and must be treated accordingly.

The fair market value is to be determined by the appraisal process. Disposition may be by public sale or negotiations depending on the situation. Net income from funds derived from leasing of airspace are to be used on future Federal-aid projects eligible for funding under 23 USC.

PROJECT/ACQUISITION MONITOR CHECKLIST

Project Owner	Street or Route	Parcel No.	City	County
1	Environmental Document and Section 106 has been completed?		___ YES	___ NO
2	Federal participation in right of way?		___ YES	___ NO
	(a) If yes, give A-date authorization. _____			
3	Do right of way plans contain information required in Section 3 of LPA Right of Way Manual?		___ YES	___ NO
4	Agency staffed to perform right of way negotiations?		___ YES	___ NO
5	Agency to use fee services for negotiations from qualified sources?		___ YES	___ NO
6	Proper interest acquired in right of way easements & recorded?		___ YES	___ NO
7	Does Uniform Act apply?		___ YES	___ NO
IF YES, CONTINUE WITH REMAINDER OF THIS FORM.				
8	Reasonable effort to contact owner or representative by appropriate means?		___ YES	___ NO ___ NA
9	Explanation of taking?		___ YES	___ NO
10	Negotiator's log adequate?		___ YES	___ NO
11	Reasonable effort to acquire expeditiously by negotiations?		___ YES	___ NO
12	Brochure furnished?		___ YES	___ NO
13	Pro-Rata Tax form furnished?		___ YES	___ NO ___ NA
14	Right of way acquired by donation?		___ YES	___ NO
	(a) If yes, did owner or tenant sign waiver/letter?		___ YES	___ NO
15	Valuation made complying with MoDOT approved Payment Estimate Format?		___ YES	___ NO ___ NA
16	Fair market value determined by proper individual?		___ YES	___ NO ___ NA
17	Prompt written offer to acquire for full amount of approved amount?		___ YES	___ NO DONATION
18	Offer to acquire uneconomic remnants?		___ YES	___ NO ___ NA
19	Was there evidence of coercion?		___ YES	___ NO
20	Was there evidence of discrimination during acquisition?		___ YES	___ NO
21	Same interest acquired in all improvements as in land including those adversely affected?		___ YES	___ NO ___ NA

APPENDIX ITEM 1A

- 22 Were tenant structures involved? YES NO
 If yes, answer the following:
- (a) Tenant-owned structure considered as part of realty and included in fair market value? YES NO
 - (b) Tenant-owned structures paid the greater of contributory value or fair market value for removal? YES NO
 - (c) Where tenant owns structure with right or obligation to remove, owner disclaimed any interest in tenant's structure before tenant was paid? YES NO
 - (d) Prompt written offer to acquire provided where tenant improvements need to be acquired? YES NO
 - (e) Tenant rejected payment and sought payment under other law? YES NO
- 23 Administrative settlement? YES NO
 If yes, is it properly documented and approved by proper officials? YES NO
 If not documented, explain why
-
- 24 Full payment prior to possession? YES NO NA
- 25 Were persons displaced as a result of acquisition? YES NO
- 26 Acquiring agency aware of document retention requirements? YES NO
- 27 After purchase, owner reimbursed for any incidental expenses? YES NO NA
- 28 Separation of functions is adequate? YES NO
- 29 Condemnation proceedings properly instituted by acquiring agency? YES NO NA
- 30 Legal settlement justification adequate? (If available & appropriate) YES NO NA
- 31 Trial report adequate? (If available & appropriate) YES NO NA

 Monitor's Signature

 Title

 Date

APPRAISAL MONITOR CHECKLIST

FED AID PROJECT _____ PARCEL: _____
 OWNER: _____ MINORITY: _____ YES _____ NO
 ACQUIRING AGENCY _____
 TYPE ACQUISITION: _____ PART _____ TOTAL TAKE _____ IMPROVED
 _____ UNIMPROVED _____ RESIDENTIAL _____ COMMERCIAL _____ INDUSTRIAL
 _____ FARM _____ OTHER _____

APPRAISAL/APPRAISAL REVIEW

	APPR. # 1		APPR. # 2		REVIEW	
NAME:	_____	_____	_____	_____	_____	_____
STAFF or FEE:	(S) _____	(F) _____	(S) _____	(F) _____	(S) _____	(F) _____
DATE OF VALUATION:	_____	_____	_____	_____	_____	_____
DATE OF APPRAISAL:	_____	_____	_____	_____	_____	_____
BEFORE VALUE:	\$ _____	_____	\$ _____	_____	\$ _____	_____
AFTER VALUE:	\$ _____	_____	\$ _____	_____	\$ _____	_____
FMV ESTIMATE:	\$ _____	_____	\$ _____	_____	\$ _____	_____

**** RATINGS:** (OK) (C)oncern (D)eficient (V)iolation (N/A)

	APPR. # 1	APPR. # 2
OWNER ACCOMPANIMENT:	_____	_____
ESTATE APPRAISED:	_____	_____
PURPOSE AND FUNCTION:	_____	_____
ADEQUATE DESCRIPTION OF SUBJECT: (encumbrances, title, zoning, 5 yr. history)	_____	_____
HIGHEST AND BEST USE ANALYSIS:	_____	_____
RELEVANT APPROACH (ES) USED:	_____	_____
ADEQUATE DESCRIPTION OF COMP. SALES: (parties, financing, verification)	_____	_____
DATA AND ANALYSIS SUPPORT FMV ESTIMATE:	_____	_____
RECONCILIATION OF APPROACHES:	_____	_____
ASSUMPTIONS AND CONDITIONS STATEMENT:	_____	_____
APPRAISER'S CERTIFICATION AND SIGNATURE:	_____	_____
PROJECT INFLUENCE (INCREASE/DECREASE):	_____	_____
REVIEW		
IDENTIFIED DEFICIENCIES:	_____	_____
ACTION ON DEFICIENCIES:	_____	_____
EXPLANATION OF ESTIMATE OF JUST COMPENSATION:	_____	_____

COMMENTS: _____

MONITOR: _____ DATE: _____

RELOCATION MONITOR CHECKLIST

Federal Project No.: _____ Job No.: _____ Parcel: _____
 District No.: _____ County: _____ City: _____
 Acquiring Agency: MoDOT _____ LPA Name: _____
 Route: _____ Agent: _____
 Displacement: _____ Total _____ Partial _____
 Relocatee Name _____ 180 Day Owner _____ Tenant _____
 90 day owner _____
 Type property involved: Improved _____ Unimproved _____ Residential _____ Commercial _____
 Industrial _____ Agricultural _____ Other _____
 Subject Property Date Occupied _____ Replacement Property Date Occupied _____
 Initiation of Negotiations date _____ Acquisition Date _____
 Acquired by Condemnation ? _____ Yes _____ No
 Acquisition Amount (if owner) \$ _____ Carve out: _____ Yes _____ No

1. Needs Questionnaire: brochure delivered, benefits explained, advisory service offered Date _____
2. Carve out on subject property established _____ Yes _____ No _____ N/A
3. Comparison record properly filled out _____ Yes _____ No _____ N/A
4. Last resort payment approval received _____ Yes _____ No _____ N/A
5. Adjustment from asking price documented (if RHP) _____ Yes _____ No
6. Owner RHP and basis of offer provided in writing _____ Yes _____ No Date _____
7. Notice of eligibility to tenant within 10 days _____ Yes _____ No Date _____
8. Notice of eligibility to business in required time _____ Yes _____ No Date _____
9. Rental subsidy offer made within 30 days _____ Yes _____ No
 Amount \$ _____ Date _____
10. Tenant income & utilities considered in computing _____ Yes _____ No _____ N/A
 payment
11. **Residential Fixed** Date Paid _____ Amount \$ _____
 A. Number of rooms paid for matches questionnaire _____ Yes _____ No
 B. Additional rooms credited adequately explained _____ Yes _____ No _____ N/A
12. **Residential Actual Cost or Self Move:** Date paid _____ Amount _____
 A. Bids used _____ Yes _____ No _____ N/A
 B. Payment does not exceed low bid _____ Yes _____ No _____ N/A
 C. Proper agreement signed _____ Yes _____ No _____ N/A
 D. Claim form support documents present _____ Yes _____ No _____ N/A

REQUEST FOR NOTICE TO PROCEED WITH RIGHT OF WAY ACQUISITION
(Federal Funds Participating in project, but not in Land Acquisition)
SAMPLE LETTER (USE AGENCY LETTERHEAD)

DATE:

TO: District MoDOT Office
District Liaison Engineer

FROM: Name, Title, Agency

SUBJECT: Request for Notice to Proceed
Agency
Route or Project
Federal Project Number
Termini
Length
No. of Parcels

Please find listed below information necessary for Notice to Proceed With Right of Way Acquisition. No Federal Funds Participation is requested at this time. *(If Federal Funds for right of way are requested, use Appendix Item 2B.)*

Date Right of Way Plans Approved: _____

Date Environmental Document Approved by FHWA: _____

Type of Environmental Document: CE ___ EA ___ EIS ___

Status of Section 106 for Right of Way Acquisition:

Archeological Clearance Date: _____

Historic Register eligible structures on New Right of Way:

Clearance Date _____ or NA ___

(Archeological and historic structure clearances must be obtained prior to MoDOT's approval of Right of Way acquisition. Attach copy of clearances to this request)

Date of Design Hearing: _____

Date Supplemental Agreement Executed: _____

Who is to acquire Land or Right of Way?

Local Public Agency _____ MoDOT _____

(If acquisition functions are shared between agency and MoDOT, please comment.)

If MoDOT is to acquire Land or Right of Way, does supplemental agreement set out conditions for reimbursement for MoDOT expenses? Yes ___ No ___

If local public agency is to acquire Land or Right of Way, are they adequately staffed and equipped to comply with 23 and 49 CFR for acquisition? Yes ___ No ___

Is local public Agency contracting:

Appraisers _____ Review Appraisers _____ Negotiators _____

Remarks:

Include one set of approved project plans appropriately signed by local agency officials.

REQUEST FOR ACQUISITION AUTHORITY (A-DATE REQUEST)
SAMPLE LETTER
(USE AGENCY LETTERHEAD)

DATE:

TO: District MoDOT Office
District Liaison Engineer

FROM: Name, Title, Agency

SUBJECT: Request for Acquisition Authority (A-Date)
Agency
Route or Project
Federal Project Number
Termini
Length
No. of Parcels _____
Total Estimated Cost of Right of Way \$ _____

Please find listed below information necessary for acquisition authority and funding authorization.

Date Right of Way Plans Approved: _____

Date Environmental Document Approved by FHWA: _____

Type of Environmental Document: CE ___ EA ___ EIS ___

Status of Section 106 for Right of Way Acquisition:

Archeological Clearance Date: _____

Historic Register eligible structures on New Right of Way:

Clearance Date _____ or NA ___

(Archeological and historic structure clearances must be obtained prior to MoDOT's approval of Right of Way acquisition. Attach copy of clearances to this request)

Date of Design Hearing: _____

Date Supplemental Agreement Executed: _____

Who is to acquire Land or Right of Way?

Local Public Agency _____ MoDOT _____

(If acquisition functions are shared between agency and MoDOT, please comment.)

If MoDOT is to acquire Land or Right of Way, does supplemental agreement set out conditions for reimbursement for MoDOT expenses? Yes ___ No ___

If local public agency is to acquire Land or Right of Way, are they adequately staffed and equipped to comply with 23 and 49 CFR for acquisition? Yes ___ No ___

Is local public Agency contracting:

Appraisers _____ Review Appraisers _____ Negotiators _____

Federal Funds participation is requested for use in Land or Right of Way acquisition.

Amount of money to be obligated at this time:

Breakdown:

Total \$	_____	Federal \$	_____	Local \$	_____
Land Acquisition		\$	_____		
Relocation Assistance		\$	_____		
	_____	Residential Units	\$	_____	
	_____	Business Units	\$	_____	

Remarks:

Include one set of approved project plans appropriately signed by local agency officials.

**SAMPLE
DONATION LETTER & WAIVER OF APPRAISAL
(Use Agency Letterhead)**

Re: Right of Way
Project No. BRO-070(2)
Bridge over Green Creek

Property Owner
Address

Dear Owner:

The (Agency) is pleased to inform you of a bridge improvement planned for your area. Engineering drawings which described the proposed project are attached.

We do want to inform you that you do have the right to receive compensation for the land in question, as determined by an appraisal for the rights taken from your property.

We are hopeful that, because of the benefits to be derived from the project, we can reach an agreement with you to donate approximately 2.21 acres of your land as right of way to accomplish the construction. If you choose to donate your land, we would appreciate your signing this letter below, waiving your right to compensation and pro rata tax adjustment and returning it to us. To comply with regulations, we will also need your signature later on a formal agreement, or deed.

An acquisition brochure is furnished with this letter. It's purpose is to explain the process which must be followed to acquire right of way.

We look forward to the continuation of our bridge improvement program and are grateful for the opportunity to serve you.

Respectfully,

(Agency)

(Agency Officials)

ACCEPTED BY PROPERTY OWNER

Owner(s) Signature
Provide copy for Owner and retain signed copy for Agency file.

**USE OF PRIVATELY DONATED LAND
AS CREDIT TOWARD THE MATCHING
SHARE OF PROJECT COSTS
(SOFT MATCH)**

Title 23, United States Code, Section 323, provides that the fair market value of land lawfully donated after April 2, 1987, and incorporated into the project may be used as a credit toward the LPA's matching share for a Federal Highway Trust Funded project.

I. Eligibility

- A. Funding for the project must come from the Federal Highway Trust Fund.
- B. The land must be lawfully donated After April 2, 1987.
- C. Donations must be from non-governmental sources.
- D. The owner must be eligible to receive compensation for the donated land. This would exclude dedications, exactions, or other conveyances of property rights resulting from the exercise of police power.
- E. The donated land must be incorporated into the project to which the credit is applied. Donated land includes fee simple, permanent easements and temporary easements. The donated land must be required for project construction, maintenance, or safety.

II. Timing

- A. Donations may be made at any time during the development of a federal-aid highway project. Any document executed as part of a donation prior to the approval of an environmental document shall clearly indicate that:
 - 1. All alternatives to a proposed alignment will be studied and considered.
 - 2. Acquisition of donated property shall not influence the environmental assessment of a project, including the decision on the need to construct the project, or the selection of a specific location.
 - 3. Any property acquired by donation shall be revested in the grantor or successors in interest if such property is not required for the alignment chosen after public hearings, if required, and completion of the environmental document.

- B. The approved amount of the donation should be submitted before or at the same time authorization is requested for the phase of work to which the credit will apply. i.e.: Preliminary Engineering, Right of Way and Construction. The MoDOT District Right of Way Office will review the valuation documentation and approve the credit amount.

III. Valuation

- A. The amount of the credit shall be established by estimating the fair market value of the donated land including a review of the estimate. Any concession made to a landowner by the LPA must be subtracted from the fair market value of the donation:
 - 1. The fair market value of the donated land shall be estimated as of the date the donation becomes effective, or when equitable title vests in the acquiring agency, whichever is earlier.
 - 2. Increases and decreases in the value of the donated property caused by the project are to be excluded.
 - 3. The valuation shall not reflect damages or benefits to the remaining property in the same ownership.
 - 4. The term land includes the contributory value of any improvements thereon.
 - 5. For donations of \$5,000 or less, an appraisal is not required. Fair market value may be estimated based on comparable land values. Current procedures for estimating minimum payments may be used.
 - 6. For donations exceeding \$5,000, an appraisal and review are required. In most cases when an appraisal is required, an uncomplicated appraisal format such as the value finding report may be used. A unit land value for the entire parcel should be established. This unit value can then be used to estimate the value of the donated portion.
 - 7. If the acquisition is of a complicated nature, a full standard appraisal will be required.
 - 8. It is unnecessary to inspect or value improvements not located on the donated land.
 - 9. The estimated fair market value and credit must be approved by MoDOT at the district level.

IV. Credits

- A. When calculating the pro rata share of project costs, the donation should be treated the same as a cost incurred. The value of the donation is added to the total project cost and the appropriate pro-rata calculation made. However, in the case of a large donation, the amount of federal funds obligated cannot exceed the actual project cost. (See following example)
- B. A donation credit may not exceed the LPA's matching share for the federal-aid project to which it is applied. Excess credit may not be used elsewhere.
- C. The availability for credits from donations shall not override the general public interest in government agency decisions regarding construction priorities for federal-aid highway projects.

DONATION CREDITS EXAMPLE

For example, where an 80-20 project has incurred cash costs of \$1 million and the value of donations total \$100,000, the project would have a total value of \$1,100,000. to determine the Federal/LPA share, apply the appropriate ratio to the total value of the project as follows:

Actual cash outlay for project costs incurred	\$1,000,000
Value of donations [includes real property, funds, materials, and services]	<u>+100,000</u>
Total value of project	\$1,100,000
Federal pro-rata share of total value of project [80% of \$1,100,000]	\$ 880,000
LPA pro-rata share of total value of project [20% of \$1,100,000]	<u>220,000</u>
Total value of project	\$1,100,000
LPA pro-rata share of total value of project	\$ 220,000
Value of Donations	<u>100,000</u>
Actual cash outlay by LPA for project	\$ 120,000

**SAMPLE
DONATION IN EXCHANGE FOR CONSTRUCTION FEATURES LETTER
(Letterhead)**

Acquisition of Right of Way
Project _____
Oak Street Widening
City of _____

Property Owner
Address

Dear Owner:

The (Agency) is pleased to inform you of a street widening project planned for your area. Engineering drawings which indicate the extent to which your property will be affected are attached.

We do want to inform you that you do have the right to receive compensation for the land in question as determined by appraisal for the rights taken from your property. If you are agreeable to the exchange as proposed, we would appreciate you acknowledging this agreement and waiver of compensation including pro rata tax adjustment by signing below.

You will note that 400 square feet of land is required for this improvement. We are hopeful that because of the benefits to be derived from this project and the addition of another entrance to your property as indicated by the drawings you will be willing to donate the land required in exchange for the additional entrance.

An acquisition brochure is furnished with this letter. The purpose of this brochure is to explain the process which must be followed to acquire right of way.

We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,

(Agency)

(Agency officials)

AGREEMENT AND WAIVER

(Owner(s) Signature)

**SAMPLE
LETTER OFFER**

Use when Just Compensation has been determined by a Payment Estimate

(Letterhead)

Acquisition of Right of Way
Project No. _____
Bridge over Green Creek
_____ County

Property Owner
Address

Dear Owner:

The (Agency) is pleased to inform you of a bridge improvement planned for your area. Engineering drawings which indicate the extent to which your property will be affected are attached.

You will note that 0.4 acre of land is required from your property to provide for the roadway approach to the new bridge. I am authorized to offer you \$300 for this land and are furnishing a deed prepared in that amount for your consideration.

This value was established based upon general land values in your area and represents just compensation. We would appreciate your acceptance of the offer.

An acquisition brochure is furnished with this letter. The purpose of this brochure is to explain the process which must be followed to acquire right of way. Attached is a pro rata tax reimbursement form.

We look forward to the continuation of our street improvement program and are grateful for the opportunity to serve you.

Respectfully,

(Agency)

SAMPLE LETTER OFFER

Use when Just Compensation has been determined from a Value Finding or Standard Format Appraisal

(Use Agency Letterhead)

(Date)

(Name and Address to Fee Owner)

Dear _____:

(Copy to all fee owners of record for each parcel, except those represented by an attorney by statement from owners, then letter to attorney only with list of owners he represents.)

(Use the following paragraph in letter to owners--in letter to attorney, change first sentence to read, "We understand that you represent the above owners of property to be acquired for the construction and improvement of the above-mentioned route and project.")

The (Agency) has approved a program for the construction and improvement of the above-mentioned route and project. It will be necessary to acquire certain real property and rights to accomplish the proposed highway improvement as indicated on the engineering plans and more particularly described in the attached deed presented to you for consideration.

(Use the following paragraph in all instances.)

I am authorized by the (Agency) to offer on its behalf to all interest parties who may have an interest in the real estate to be acquired the sum of \$_____, which has been estimated to be just compensation for such property and rights based upon the fair market value of the property. A summary of the amount set out above as just compensation is as follows.

(Total Take: Omit summary sentence and enter sum of approved compensation. When all structures are taken and remainder is a remnant, list (1) land and improvements = lump sum (2) damages to remainder.)

(Partial Take: (1) Lump sum land, all structures and improvements, permanent easements, fencing in taking, wells, ponds, etc. (2) Damages to remainder - lump sum for temporary easements, severance, encroachment, cost-to-cure items including septic system, fencing not in taking, etc. (3) List each fixture classified as realty. State "Fixtures included in land and other improvements." When several fixtures are taken, list on separate sheet and attach. (4) Lump sum for equipment, machinery and appurtenances, when applicable.

(The above breakdown should not include tenant-owned structures, signs, LP tanks, etc., if tenant has right or obligation to remove structure.)

(Use the following paragraph when no structures are taken.)

This estimate of just compensation has been arrived at after giving consideration to the sales prices of other properties in the area which are similar to your property, in accordance with the procedures explained in the attached brochure styled "*When a Road or Bridge Comes Your Way.*"

(Use the following paragraph when fee-owned structures are taken.)

This estimate of just compensation has been arrived at after giving consideration to the sales prices of other properties in the area which are similar to your property. In estimating the amount by which structures contribute to the overall value of the property, consideration may have also been given to the cost of replacing the structures along with any observed depreciation. This estimate has been arrived at in accordance with the procedures explained in the attached brochure styled "*When a Road or Bridge Comes Your Way.*" This offer to purchase is tendered with the understanding that structures, if any, located on the property to be acquired shall be delivered to the (Agency) upon payment of the just compensation in the present condition, except for normal depreciation.

(Use the following paragraph when uneconomic remnant is approved for purchase.)

In addition to the above offer, the (Agency) offers to purchase the severed area from your parent property for the sum of \$_____, should you elect to sell such area simultaneously with the above-required right of way.

(Use the following paragraph when structures are taken even if salvage value is nil.)

If you wish, you may remove all or any of the structures, which are located with the right of way limits, provided your settlement is discounted an amount equal to the salvage value assigned to each structure as listed below. We wish to call to your attention that several rules and regulations must be complied with when moving over-width and over-height objects on or over State highways, county roads or city streets. It is suggested that you make yourself fully aware of such rules and regulations prior to retaining over-width and over-height structures if such items are to be transported on or over public streets or highways. Should you elect to retain and remove any structure listed below, you should notify the (Agency's) right of way representative or the undersigned.

(Structures)

(Assigned Salvage Value)

(Breakdown should not include tenant-owned structures--if tenant has right or obligation to remove structure.)

(Use the following paragraph in case of tenant-owned structures and tenant has right or obligation to remove structure.)

Information presently available to us indicates that the following structures located upon the property to be acquired are owned by others, and that the owner of the structures has the right to remove them.

(Identify each structure--do not include value. If fee owner requests value, so advise.)

Based upon this information, the amount set out above does not include compensation for these structures. If the amount of this offer is acceptable to you, then upon the execution of the necessary conveyances, we shall negotiate directly with the owner of the structures to acquire them. If the amount of this offer is not acceptable to you, then if you and other interested parties will execute a disclaimer in form which will be furnished to you, disclaiming any interest in the structures, we will be in a position to negotiate directly with the owner of the structures. If you do not agree with our understanding as to the ownership of the structures, we would appreciate your so advising us. If you claim an interest in any of the above-listed structures, you should not execute a disclaimer.

(Use the following paragraph in all instances.)

It is requested that you, within a reasonable time, advise the (Agency's) representative or the undersigned of your acceptance or rejection of this offer.

(Use the following paragraph when it is a requirement that the owner provide a TIN.)

You are required by law to provide (Agency) with your correct taxpayer identification number, which is normally your social security number. We have attached a form for your use in providing your taxpayer identification number. Please complete this form and return to (Agency) representative. Should you decline to provide the requested information, the department is still required to file Form 1099-S with the Internal Revenue Service based on information available. Failure to provide the department with your correct TIN may subject you to civil or criminal penalties imposed by law.

(Use the following paragraph in letter of initial offer to fee owner or designated representative.)

As explained in the brochure styled "*When a Road or Bridge Comes Your Way*", you may be entitled to reimbursement for a pro rata portion of current realty taxes paid. It is your responsibility to submit the attached Form 7-2.21(b) property executed with copies of paid tax receipts to this office to claim reimbursement.

Sincerely yours,

(Agency)

**LOCAL PUBLIC AGENCY
INSTRUCTIONS FOR PREPARING PAYMENT ESTIMATE**

Use of the Payment Estimate (Appendix Item 7) is allowed when the value of the acquisition is \$10,000 or less. Fence re-establishment costs as permitted by FHWA Region 7 Directive No. 7-6520.1 dated July 13, 1990 may be excluded from this limit. This directive states in part:

"The SHA (State Highway Agency) may exclude the costs of re-establishing fencing when determining whether or not 1) an appraisal may be waived under the provisions of 49 CFR 24.102(c)(2), and 2) to permit the same person to both appraise and negotiate an acquisition under the provisions of 49 CFR 24.103(e) provided the SHA has incorporated in its approved Right of Way manual provisions for implementing this policy, including specific procedures for:

- (A) determining replacement fencing costs, such as by local or statewide schedule, and
- (B) including replacement fencing costs in the offer of just compensation to the property owner."

The same person may perform both the value estimation and negotiation functions.

The following sample format will be adequate for most applications, but may be expanded to include space for uneconomic remnants, etc. when required.

1. Owner Contact Required, Invitation to Accompany Appraiser Not Required on Payment Estimate

The property owner and tenant owner must be contacted. Personal contact is preferred, however, when time or other limitations make this impractical, contact by telephone or mail is permitted. The property owner and tenant owner should be informed as to the nature of the acquisition and that a written offer showing the amount of damages will be delivered by Agency personnel or US. mail. An invitation to accompany the Right of Way representative during the property inspection is not required. A copy of a brochure, MoDOT's Pathways for Progress or the LPA brochure (Appendix Item 27, and available from MoDOT in preprinted form) should be provided the property owner by the person making the initial contact. If the contact is by telephone, the brochure should be mailed.

2. Location of Realty

List street address of realty if in city limits. Rural parcels shall be referenced to known geographical points such as road or highway junctions, etc.

3. Description of Property and Acquisition

Briefly state the major characteristics of the property which are pertinent to the value estimate, such as land area, land use and major improvements. Description of the acquisition should include area taken in R/W and easements, any improvements within the acquisition, and the effect, if any, on the remainder property. Plats, color photos and other illustrative materials may be attached at the preparer's option.

4. Basis for Value

Appraiser shall cite one or more vacant land sales and make a brief statement comparing it (them) to the subject land as if it were vacant. Sales cited should meet the requirements for comparable sales as set out in Instructions For Preparing Standard Appraisal Format (Appendix Item 9).

**LOCAL PUBLIC AGENCY - LAND OR RIGHT OF WAY PROJECT
PAYMENT ESTIMATE**

City and/or County: _____

Route or Project: _____

Job No.: _____

Federal Project No.: _____

Parcel No.: _____

1. Owner's Name, Address and Phone

_____ the ()owner ()owner's representative was contacted on
_____ (date) ()in person ()by telephone ()by mail.

Tenant's Name, Address and Phone

_____ the ()tenant ()tenant's representative was contacted on
_____ (date) ()in person ()by telephone ()by mail.

2. Location of Realty

3. Description of Property and Acquisition

4. Calculation of Value of Land to be Acquired

Land: _____ (area) at \$ _____ = \$ _____

5. Summary

Value of land or R/W to be acquired: \$ _____

Value of improvements to be acquired:

Fee owner (Salvage Value \$ _____) \$ _____

Tenant owner (Salvage Value \$ _____) \$ _____

Damages to the Remainder:

Permanent Easement: _____ (area) at \$ _____ \$ _____

Temporary Easement: _____ (area) at \$ _____ \$ _____

Other Damages: _____ \$ _____

Total Damages: \$ _____

Sub-Total Compensation (not to exceed \$10,000) \$ _____

Fencing: 1.f. @ \$ _____ = \$ _____

1.f. @ \$ _____ = \$ _____

Total Fencing: \$ _____

Total Just Compensation: \$ _____

6. Basis for Land Value:

Prepared by: _____

Approved by: _____

JURISDICTIONAL EXCEPTION

For Use By Certified Appraisers Preparing Payment Estimates

Under the heading of Jurisdictional Exception the current edition of Uniform Standards of Professional Appraisal Practice states, "If any part of these standards is contrary to the law or public policy of any jurisdiction, only that part shall be void and of no force or effect in that jurisdiction."

As designed for the internal use of a Local Public Agency under the direction of the Missouri Department of Transportation, the Payment Estimate departs from Uniform Standards Rules 2-2 (b), (c), (d), (f), (h), (i) and (j).

This Payment Estimate was prepared for the internal use of my employer, a Local Public Agency under the direction of the Missouri Department of Transportation. Though not complying with all provisions of the Uniform Standards of Appraisal Practice, the document does conform to MoDOT regulations, as approved by the Federal Highway Administration. I have been advised that the Missouri Department of Transportation operates under the Jurisdictional Exception provision of USPAP.

Signature _____

**INSTRUCTIONS FOR LOCAL PUBLIC AGENCY APPRAISERS
PREPARING VALUE FINDING APPRAISAL FORMAT**

Use of the Value Finding Appraisal Format is allowed when the acquisition is simple, when fair market value can adequately be estimated by the sales comparison approach with only minor adjustments, when damage to the remainder can be measured by the cost to cure or is consequential damage not exceeding \$10,000 in total, and when the highest and best use is the present use and is not materially affected by the acquisition. Consequential damage due to more than one factor may suggest that the standard appraisal format should be used.

Use of the Value Finding Format in appraising residences that are to be acquired is not permitted.

The appraiser shall adhere to the following format, and shall include paragraph headings and numbers as shown. The appraisal shall be typewritten on 8 1/2" x 11" paper with the pages numbered sequentially.

These format instructions set out appraisal requirements of the Missouri Highway and Transportation Department and the Federal Highway Administration. It is inevitable that appraisers will occasionally encounter situations which are not specifically addressed herein. In all cases the appraiser is responsible for a credible, adequately documented appraisal. Reasonableness and typical professional appraisal practices are the standard.

There are a number of ownership items and appraisal problems frequently encountered in appraising for highway right of way acquisition, on which policies have been established by case law, management decision and precedent. These policies apply to all appraisal formats and are set out in Appendix Item 12, Special Appraisal Considerations.

The following standardized identification block shall be included at the front of the appraisal, and may be altered as necessary:

**LOCAL PUBLIC AGENCY
VALUE FINDING APPRAISAL FORMAT
REAL ESTATE**

City and/or County:	_____
Route or Project:	_____
Job No.:	_____
Federal Project No.:	_____
Parcel No.:	_____
Area of Contiguous Ownership: (As calculated from plans)	_____
Acquisition: (As indicated on plans)	_____
Normal R/W:	_____
Limited R/W:	_____
Permanent Easement:	_____
Temporary Easement:	_____
Borrow:	_____
Remainder:	_____
Appraiser:	_____
Effective Date of Appraisal:	_____

1. Owner

Identify owner of record. Include current mailing address and phone number.

Identify tenant owner, if any. Include current mailing address and phone number.

2. Purpose of Appraisal

The purpose of this appraisal is to estimate just compensation, if any, due the owners as a result of appropriating certain realty rights as herein described. (Include paragraphs 1. or 2. with paragraph 3. of sub-section A.)

A. Value Definition:

1. Just compensation for a total acquisition is an estimate of fair market value of the fee hold as fee hold exists on the date of appraisal.

or

2. Just compensation for a partial acquisition is estimated fair market value of the fee hold as fee hold exists on the date of appraisal less estimated fair market value of the remaining fee hold assuming the proposed improvement is in place.

3. Fair market value is defined in Missouri Condemnation Practice (1973, the Missouri Bar, Section 4.2) as:

"...the price which the property in question would bring when offered for sale by one willing but not obliged to sell it, and when bought by one willing or desirous to purchase it but who is not compelled to do so.

In determining fair market value you should take into consideration all the uses to which the property may best be applied or for which it is best adapted, under existing conditions and under conditions to be reasonable expected in the near future."

B. Interest Appraised:

Will normally be fee simple interest. If other than Fee Simple interest appraisal issues arise, consult the local MoDOT District office for direction.

C. Scope of Appraisal:

The extent of the process of collecting, confirming and reporting data should be explained, and the area in which the data search was conducted should be generally defined. The extent of the inspection process may also be explained here.

D. USPAP Compliance:

USPAP Standards Rule 1-4 requires that three approaches to value be done "when applicable" and Standards Rule 2-2(b)(x) requires that the appraiser "explain and support the exclusion of any of the usual valuation approaches". The agency, under the direction of MoDOT, has determined, the approach(es) to value which are applicable, that is, the approach(es) which are necessary to produce a credible appraisal for valuing property or property rights to be acquired for the agency's purposes or for disposal of this property or property rights.

As an agency of the government of the State of Missouri with the power to make administrative rules with the force of law, MoDOT's policy in this matter falls under the Jurisdictional Exception and explanation by the appraiser that the approach(es) to value are those required by the fee study is adequate explanation and support for the exclusion of any of the usual valuation approaches.

It is not the purpose of MoDOT to circumvent USPAP in requiring less than 3 approaches to value. Rather, the purpose of this procedure is to keep the authority for making the decision on which approaches to value shall be done on an administrative level. The appraiser has the responsibility to request a change in the appraisal assignment if field inspection reveals that the appraisal problem is substantially different than the agency had anticipated, and the approaches called for do not adequately deal with the problem.

USPAP Compliance Statement: The appraiser shall include in the appraisal report the following statement:

This appraisal was prepared according to the contract/assignment from the agency under the direction of the Missouri Department of Transportation. The intended use of the appraisal is for eminent domain related acquisition. The agency bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. It is difficult to put a specific USPAP Standard 2 identity on an appraisal report prepared for the agency. However, for any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

3. Location of Realty

List street and number of realty if in city limits. Rural parcels shall be referenced to known geographical points such as road or highway junctions, etc.

4. Legal Description

Recite the legal description of record. If lengthy, it may be included by reference but should be supplemented by a plat, survey or property sketch. A copy of the legal description from the title commitment may be attached. The legal description and supplemental plats, etc. should be adequate to define the boundaries of the subject property. A site plan may be used to meet the requirement for a plan or property sketch.

5. Transfers Within Past 5 Years and Current Contracts, Options or Listings

Indicate all transfers of subject realty for the five years immediately preceding the date of the appraisal. Show the parties to the transactions, dates of transactions, books and pages, instrument numbers and verified sale prices when possible to obtain. If sales of the subject are comparable sales in the report or data book, reference to them will satisfy the requirement of this section. Include details of any current Agreement of Sale (sale contract), option or listing of the subject property if such information is available to the appraiser in the normal course of business.

6. Area Trend

Briefly describe the primary influence of the area (urban, suburban, agricultural, industrial, etc.), and of the immediate neighborhood of the subject. Major features which could impact the value of the subject or influence the character of the neighborhood (such as business attractions or salvage yards) should be included. Information should be sufficient to allow a reader to judge the relevancy of the comparable data and analysis.

7. Description of Realty Prior to Acquisition**A. Zoning:**

The code and category of zoning should be stated along with a brief description of what is allowed by the category (for example, R-1, Residential, which allows single family dwellings). The report should state whether the subject property, if improved, is in conformance with the zoning code.

B. Land:

Site description should include dimensions, shape, size and frontage as appropriate. Describe the topography, available utilities, roads or streets and frontages, and non-structural site improvements including but not limited to paving, curbing, retaining walls, landscaping, ponds and terracing. If agricultural land, information on soil types and productivity, percent cleared and timbered, and historic uses such as cropland and pasture land may be appropriate.

C. Structural Improvements and Fixtures Owned by Fee Holder:

If unaffected by the acquisition, improvements shall be inspected to the extent that they can be adequately described. Minor improvements taken or damaged shall be described in sufficient detail to indicate their size, major structural components and condition. This format shall not be used when there is consequential damage exceeding \$10,000 to a structural improvement. If there is consequential damage to a structural improvement, a detailed description of the affected improvement together with a floor plan drawn to scale showing outside dimensions and interior room arrangement must be included in the appraisal.

D. Structural Improvements and Fixtures Owned by Someone Other Than Fee Holder:

Structural improvements other than those owned by the fee holder shall be described separately but in the same detail as fee-owned improvements. (See Paragraph 7C above).

E. Other Considerations:

The appraiser must describe and address outdoor advertising structures, manufactured/mobile homes, satellite dishes, LP tanks, fence, environmental factors, historical and archeological features and dedication requirements. Information about these items is included in, Appendix Item 12, Special Appraisal Considerations.

F. Site Plan:

The appraiser must provide a site plan showing all property boundaries and the location of improvements. This requirement can be met by an annotated copy of an assessor's aerial map, a survey, an ASCS photo, a cut of the highway plan if it shows the whole property and all improvements, or a drawing. If other than the plan cut is used to meet this requirement the site plan should show the proposed right of way line and easements, and the areas of the acquisition and remainder. Greater detail and a higher degree of accuracy is required on small parcels or where improvements are very near and possibly affected by the acquisition than on large parcels where improvements may be important to the value estimate but are not affected by the acquisition.

Information should be included on encumbrances, recorded or unrecorded, such as deed restrictions, limitation of access, utility easements, flowage or drainage easements, etc. which may affect market value.

8. Highest and Best Use

A statement of the highest and best use conclusion is sufficient if consistent with existing zoning, however, a concluded highest and best use in conflict with existing zoning must be supported. This format requires that the highest and best use of an improved property be the current use and that the highest and best use is not affected by the acquisition.

9. Description of the Acquisition and Effects on the Remainder

Include the area of right of way and/or easements to be acquired, and briefly describe their location, configuration and relation to improvements or other important characteristics of the property.

A statement is required regarding the impact, if any, on all public and private utility services which the property enjoyed in the before condition. Most utility companies reconnect the private service lines at no cost to the property owner, but some do not. The cost to move and reconnect service lines which lie on or in existing right of way is a

noncompensable item. Property owners are advised of the possibility of incurring expense to reconnect these lines in the project public hearing and the offer letter. The cost to the owner to reconnect these services cannot be included in the appraised compensation.

10. Analysis and Supporting Data for Compensable Losses

A. Analysis of Overall Land Value:

A minimum of one unimproved sale comparable to the subject as if the subject was unimproved, shall be considered when arriving at an overall unit value. The comparable sale(s) shall meet criteria as stated in Paragraph 9 A., Sales Comparison Approach, of Instructions For Preparing Standard Appraisal Format. All significant differences between the sale and subject must be identified and the effect on market value analyzed and explained.

A total difference of up to 30% may be adjusted in a lump sum. When a sale sufficiently comparable to meet this requirement is not available the appraiser may use the most comparable sale(s) available and show individual adjustments together with market data or in-depth explanation of the appraiser's rationale to support the adjustments and value conclusion. A brief explanation should be given if in the appraiser's judgment no adjustment to the sale(s) is necessary.

Sales of the subject within the past 5 years and current Agreements of Sale, options and listings of the subject property shall be considered and analyzed.

Conclusion-Overall Unit Value of Land: \$ _____

B. Analysis of Value of Land Acquired (if different from overall value):

If the unit value of the area acquired is different from the overall unit value of the entirety it must be supported by a sale comparable to the acquisition and explanation must be given why the estimated unit value of the acquisition area is different. The same procedure for adjustments as outlined above applies to the sale(s) used to analyze the unit value of the acquisition.

Conclusion-Unit Value of Land Acquired: \$ _____

C. Analysis of Value of Improvements in the Acquisition:

The appraiser may estimate the contributory value of any acquired improvement having a value of \$4,000 or less. Improvements with a value over \$4,000 shall be valued by The Cost Less Depreciation approach with cost sources, calculations and depreciation rates shown. If improvement in question is a Trademark sign, consult local MoDOT District office for advice.

Depreciation may be estimated by observed condition or age life methods. Market data supporting improvement value and/or depreciation estimates may be included. All fencing acquired shall be valued at replacement cost if it is necessary for the subject property to attain its highest and best use or contributes to that use. Fence replaced as a result of widening shall be listed as an improvement acquired.

Value of each improvement, its ownership and the total value of improvements taken shall be shown. (Also see Appendix Item 12 Paragraphs 2 and 5.)

Conclusion-Estimated Value of Improvements: \$ _____

D. Analysis of Cost to Cure Items:

Cost to cure items may include wells and water systems, septic or sewer systems, waterways, terraces, fencing for right of way lines along relocated highways, etc. Costs for such items shall be based on contractor estimates or other appropriate cost sources. Value of each cost to cure item and the total shall be shown. The estimated cost to move a building improvement shall not be used as a measure of consequential damage in the Value Finding format.

Conclusion-Estimated Cost to Cure: \$ _____

E. Analysis of Damage to the Remainder:

Rationale for conclusion of damage to remainder due to easements or consequential damage shall be explained. Consequential losses to remainder fee may result from limitation of direct access, proximity of R/W to improvements, severance, reduction in size of remainder, configuration of remainder, change in grade and other effects of acquisition. The impacts of temporary and permanent easements may extend beyond their boundaries. Losses of this nature may be estimated by the appraiser without the benefit of sales data or other supporting evidence provided an estimate for the total loss does not exceed \$10,000, but in all cases rationale must be reasonable and fully explained. Consequential damage due to more than one of the above factors may suggest that the standard appraisal format should be used. The estimated cost to move a building improvement shall not be used as a measure of consequential damage in the Value Finding format, unless authorized by an approved fee study. (See Paragraph 9 of Appendix Item 12.)

Conclusion-Estimated Damage to Remainder: \$ _____

11. Estimate of Total Just Compensation

The Before Value Estimate shall include the value of land and all improvements including outdoor advertising structures. Contributory values of unaffected improvements and signs may be estimated.

Fee Holder Interest: \$ _____

Tenant Interest: \$ _____

Total Before Value Estimate: \$ _____

After Value Estimate: \$ _____

Indicated Just Compensation Due to Acquisition: \$ _____

(Total Just compensation is computed by subtracting the estimated value after the acquisition from the estimated value before the acquisition.)

12. Allocation of Just Compensation

The appraiser shall offer an opinion of reasonable allocation of the estimate of just compensation between realty acquired and damages, if any, to the remainder. This policy shall apply to the interests of both fee holders and tenants who own improvements.

A. The fee holder's interest shall be distributed as follows:

1. Land Acquired, and Minor Improvements: \$ _____

Land acquired, minor improvements, fixtures and minor structures which are not shown in Paragraph 12.A.2. shall be identified and individually valued, and their values combined to a total. Fence taken in a strip acquisition shall be included as an improvement acquired.

2. Improvements: \$ _____

Improvements or structures within the right of way and/or easement areas shall be identified, with a separate value shown for each.

3. Total Land and Improvements: \$ _____

4. Damages to the Remainder: \$ _____

Damages to the remainder including permanent and temporary easements shall be identified and individually valued, and their values combined to a total. Losses caused by temporary borrow pits must be set apart from other damages. Fencing required as a cost to cure due to road realignment shall be included as a damage to the remainder.

5. Total Just Compensation Due Fee Holder: \$ _____

B. The interest of each owner of tenant-owned improvements shall be distributed as follows:

1. Tenant-owned improvements:

_____ \$ _____
 _____ \$ _____

Identify each tenant-owned improvement within the right of way and/or easement area and estimate its value. Use the greater of its contributory value or value for removal (salvage value).

2. Damage to tenant-owned improvements:

_____ \$ _____
 _____ \$ _____

Identify and show a value loss, if any, for each tenant-owned improvement lying outside the acquired area.

3. Leasehold estate: \$ _____

Calculate value of leasehold estate, if any, should the lease be extinguished or rendered valueless by the right of way acquisition.

4. Total Just Compensation Due Tenant-Owner: \$ _____

13. Uneconomic Remnant

"An uneconomic remnant is a parcel of real property in which the owner is left with an interest after a partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner." (49 CFR Section 24.2 (w), 10/1/93) When the appraiser is of the opinion that an uneconomic remnant does not exist he/she shall enter the word "none" in this paragraph. When the appraiser is of the opinion that an uneconomic remnant does exist a declarative statement is all that is required. The appraiser may choose to describe elements which contribute to a parcel having some characteristics of an uneconomic remnant, yet conclude that the parcel is not an uneconomic remnant. Such descriptions would be very helpful in making the administrative decision if the owner were to request that their remainder be considered uneconomic. A separate acreage and value should be shown for each uneconomic remnant area.

Area _____ @ \$ _____ = \$ _____

14. Estimated Salvage Value of Improvements Acquired

Identify those improvements which have market value for reuse (salvage value). Examples include buildings for moving or materials, LP tanks, sign structures, etc. Salvage values are the amounts the items would command if sold in place with the buyer being responsible for removal from the property. Salvage values should not be assigned to very low value items such as farm fencing and clothesline poles. If an improvement has salvage value, the before value must be at least equal to the salvage value after.

Improvement _____	Salvage Value	\$ _____
Improvement _____	Salvage Value	\$ _____
Total Salvage Value		\$ _____

15. Contingent and Limiting Conditions

Contingent and limiting conditions may be listed in this paragraph or included in the addendum and referenced here. The appraiser has the option to use the standard Contingent and Limiting Conditions (Appendix Item 11).

16. Certificate of Appraiser

A properly completed and signed copy of Certificate of Appraiser (Appendix Item 11) shall be attached to the appraisal report.

17. Other Required Attachments to Value Finding Appraisal

- A. A minimum of one color photo of the right of way area, easement area and any acquired structures.
- B. A copy of a "cut" from the plan sheet showing the parcel and the rights to be acquired.
- C. Cost estimates, if a data book is not used or they are not included in the data book.
- D. Comparable sales, if a data book is not used or they are not included in the data book.
- E. Comparable sale map in sufficient detail to allow the reader to drive to each sale if such map is not included in the data book.

LOCAL PUBLIC AGENCY

VALUE FINDING APPRAISAL FORMAT

REAL ESTATE

City and/or County: _____
Route or Project: _____
Job No.: _____
Federal Project No.: _____
Parcel No.: _____

Area of Contiguous Ownership: _____
(As calculated from plans)

Acquisition: _____
(As indicated on plans)
Normal R/W: _____
Limited R/W: _____
Permanent Easement: _____
Temporary Easement: _____
Borrow: _____

Remainder: _____

Appraiser: _____
Effective Date of Appraisal: _____

1. Owner and Tenant-owner

2. Purpose of Appraisal

The purpose of this appraisal is to estimate just compensation, if any, due the owners as a result of appropriating certain realty rights as herein described.

A. Value Definition:

1. Just compensation for a total acquisition is an estimate of fair market value of the fee hold as fee hold exists on the date of appraisal.
2. Just compensation for a partial acquisition is estimated fair market value of the fee hold as fee hold exists on the date of appraisal less estimated fair market value of the remaining fee hold assuming the proposed improvement is in place.

3. Fair market value is defined in Missouri Condemnation Practice (1973, the Missouri Bar, Section 4.2) as:

"...the price which the property in question would bring when offered for sale by one willing but not obligated to sell it, and when bought by one willing or desirous to purchase it but who is not compelled to do so.

In determining fair market value you should take into consideration all the uses to which the property may best be applied or for which it is best adapted, under existing conditions and under conditions to be reasonable expected in the near future."

- B. Interest Appraised:
- C. Scope of Appraisal:
- D. USPAP Compliance: The appraiser shall include in the appraisal report the following statement:

This appraisal was prepared according to the contract/assignment from the agency under the direction of the Missouri Department of Transportation. The intended use of the appraisal is for eminent domain related acquisition. The agency bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. It is difficult to put a specific USPAP Standard 2 identity on an appraisal report prepared for the agency. However, for any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

3. **Location of Realty**

4. **Legal Description**

5. **Transfers Within Past 5 Years and Current Contracts, Options or Listings**

6. **Area Trend**

7. **Description of Realty Prior to Acquisition**

- A. Zoning:
- B. Land:
- C. Structural Improvements and Fixtures Owned by Fee holder:
- D. Structural Improvements and Fixtures Owned by Someone Other Than Fee Holder:
- E. Other Considerations:
- F. Site Plan: (Attach)

8. **Highest and Best Use**

9. **Description of the Acquisition and Effects on the Remainder**

10. **Analysis and Supporting Data for Compensable Losses**

A. Analysis of Overall Land Value:

Conclusion-Overall Unit Value of Land: \$ _____

B. Analysis of Value of Land Acquired (if different from overall value):

Conclusion-Unit Value of Land Acquired: \$ _____

C. Analysis of Value of Improvements in the Acquisition:

Conclusion-Estimated Value of Improvements: \$ _____

D. Analysis of Cost to Cure Items:

Conclusion-Estimated Cost to Cure: \$ _____

E. Analysis of Damage to the Remainder:

Conclusion-Estimated Damage to Remainder: \$ _____

11. **Estimate of Total Just Compensation**

Fee Holder Interest: \$ _____

Tenant Interest: \$ _____

Total Before Value Estimate: \$ _____

After Value Estimate: \$ _____

Indicated Just Compensation Due to Acquisition: \$ _____

12. **Allocation of Just Compensation**

A. Fee Holder's Interest:

1. Land Acquired and Minor Improvements: \$ _____

2. Improvements: \$ _____

3. Total Land and Improvements: \$ _____

4. Damages to the Remainder: \$ _____

5. Total Just Compensation Due Fee Holder: \$ _____

B. Tenant's interest:

1. Tenant-owned Improvements: \$ _____

2. Damage to Tenant-owned Improvements: \$ _____

3. Leasehold Estate: \$ _____

4. Total Just Compensation Due Tenant-Owner: \$ _____

13. Uneconomic Remnant

Area _____ @ \$ _____ = \$ _____

14. Estimated Salvage Value of Improvements Acquired

Improvement _____	Salvage Value:	\$ _____
Improvement _____	Salvage Value:	\$ _____
Total Salvage Value:		\$ _____

15. Contingent and Limiting Conditions (Appendix Item 11)

16. Certificate of Appraiser (Appendix Item 11)

17. Other Required Attachments to Value Finding Appraisal

- A. A minimum of one color photo of the right of way area, easement area and any acquired structures.
- B. A copy of a "cut" from the plan sheet showing the parcel and the rights to be acquired.
- C. Cost estimates, if a data book is not used or they are not included in the data book.
- D. Comparable sales, if a data book is not used or they are not included in the data book.
- E. Comparable sale map in sufficient detail to allow the reader to drive to each sale if such map is not included in the data book.

**INSTRUCTIONS FOR LOCAL PUBLIC AGENCY APPRAISERS
PREPARING STANDARD APPRAISAL FORMAT**

Use of the Standard Appraisal Format is required when the appraisal problems are judged to be complex. It is required when the highest and best use of a property as improved is different than the highest and best use as if vacant, and when residential or other major improvements are taken, unless use of the URAR appraisal is specified. The Standard Format is also required when there is a change in the highest and best use after the acquisition, unless the remainder is an uneconomic remnant.

The appraiser shall adhere to the following format and shall include paragraph headings and numbers as shown. The appraisal shall be typewritten on 8 1/2" x 11" paper with the pages numbered sequentially.

These format instructions set out appraisal requirements of the Missouri Department of Transportation and the Federal Highway Administration. It is inevitable that appraisers will occasionally encounter situations which are not specifically addressed herein. In all cases the appraiser is responsible for a credible, adequately documented appraisal. Reasonableness and typical professional appraisal practices are the standard.

There are a number of ownership items and appraisal problems frequently encountered in appraising for highway right of way acquisition, on which policies have been established by case law, management decision and precedent. These policies apply to all appraisal formats and are set out in Appendix Item 12 Special Appraisal Considerations.

The following standardized identification block should be included at the front of the appraisal and may be altered as necessary.

LOCAL PUBLIC AGENCY

STANDARD APPRAISAL FORMAT

REAL ESTATE

City and/or County: _____
Route or Project: _____
Job No.: _____
Federal Project No.: _____
Parcel No.: _____
Area of Contiguous Ownership: _____
(As calculated from plans)
Acquisition: _____
(As indicated on plans)
Normal R/W: _____
Limited R/W: _____
Permanent Easement: _____
Temporary Easement: _____
Borrow: _____
Remainder: _____
Appraiser: _____
Effective Date of Appraisal: _____

1. Owner

Identify owner of record. Include current mailing address and phone number.

Identify tenant owner, if any. Include current mailing address and phone number.

2. Purpose of Appraisal

The purpose of this appraisal is to estimate just compensation, if any, due the owners as a result of appropriating certain realty rights as herein described. (Include paragraphs 1. or 2., with paragraph 3. of sub-sections A.)

A. Value Definition:

1. Just compensation for a total acquisition is an estimate of fair market value of the fee hold as fee hold exists on the date of appraisal.

or

2. Just compensation for a partial acquisition is estimated fair market value of the fee hold as fee hold exists on the date of appraisal less estimated fair market value of the remaining fee hold assuming the proposed improvement is in place.

3. Fair market value is defined in Missouri Condemnation Practice (1973, the Missouri Bar, Section 4.2) as:

"...the price which the property in question would bring when offered for sale by one willing but not obliged to sell it, and when bought by one willing or desirous to purchase it but who is not compelled to do so.

In determining fair market value you should take into consideration all the uses to which the property may best be applied or for which it is best adapted, under existing conditions and under conditions to be reasonably expected in the near future."

B. Interest Appraised:

Will normally be fee simple interest. If other than Fee Simple interest appraisal issues arise, consult the local MoDOT District office for direction.

C. Scope of Appraisal:

The extent of the process of collecting, confirming and reporting data should be explained, and the area in which the data search was conducted should be generally defined. The extent of the inspection process may also be explained here.

D. USPAP Compliance:

USPAP Standards Rule 1-4 requires that three approaches to value be done "when applicable" and Standards Rule 2-2(b)(x) requires that the appraiser "explain and support the exclusion of any of the usual valuation approaches". The agency, under the direction of MoDOT, has determined, the approach(es) to value which are applicable, that is, the approach(es) which are necessary to produce a credible appraisal for valuing property or property rights to be acquired for the agency's purposes or for disposal of this property or property rights.

As an agency of the government of the State of Missouri with the power to make administrative rules with the force of law, MoDOT's policy in this matter falls under the Jurisdictional Exception and explanation by the appraiser that the approach(es) to value are those required by the fee study is adequate explanation and support for the exclusion of any of the usual valuation approaches.

It is not the purpose of MoDOT to circumvent USPAP in requiring less than 3 approaches to value. Rather, the purpose of this procedure is to keep the authority for making the decision on which approaches to value shall be done on an administrative level. The appraiser has the responsibility to request a change in the appraisal assignment if field inspection reveals that the appraisal problem is substantially different than the agency had anticipated, and the approaches called for do not adequately deal with the problem.

USPAP Compliance Statement: The appraiser shall include in the appraisal report the following statement:

This appraisal was prepared according to the contract/assignment from the agency under the direction of the Missouri Department of Transportation. The intended use of the appraisal is for eminent domain related acquisition. The agency bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. It is difficult to put a specific USPAP Standard 2 identity on an appraisal report prepared for the agency. However, for any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

3. Location of Realty

List street and number of realty if in city limits. Rural parcels shall be referenced to known geographical points such as road or highway junctions, etc.

4. Legal Description

Recite the legal description of record. If lengthy, it may be included by reference but should be supplemented by a plat, survey or property sketch. A copy of the legal description from the title commitment may be attached. The legal description and

supplemental plats, etc. should be adequate to define the boundaries of the subject property. The site plan (Paragraph 7F) may be used to meet the requirement for a plan or property sketch.

5. Transfers Within Past 5 Years and Current Contracts, Options or Listings

Indicate all transfers of subject realty for the five years immediately preceding the date of the appraisal. Show the parties to the transactions, dates of transactions, books and pages, instrument numbers and verified sale prices when possible to obtain. If sales of the subject are comparable sales in the report or data book, reference to them will satisfy the requirement of this section. Include details of any current Agreement of Sale (sale contract), option or listing of the subject property if such information is available to the appraiser in the normal course of business.

6. Area Trend

An adequate area analysis includes brief and concise information on those factors in the neighborhood outside the subject property which have an impact on its value. Items which should be addressed include, but are not limited to, a definition of the area by general or specific boundaries, the land uses or types of development, a statement on the trends of population growth and property values, information on infrastructure (streets and highways, utilities, fire protection and schools, for example) as it supports property values, growth and/or development. If the area is in transition from one use to another, particularly from a developed use, special care should be taken to explain what the area is changing from and to, and what are the driving forces behind the change. Project influence should be clearly identified but excluded from "before" value conclusions.

The Area Trend analysis may be included in the data book.

7. Description of Realty Prior to Acquisition

A. Zoning:

The code and category of zoning should be stated (for example, R-1, Single-Family District), along with the zoning authority (name of city or county). Special zoning provisions or restrictions should be noted, such as minimum lot size or number of developed units allowed. The report should state whether the subject property is in conformance with the zoning code. If non-conforming, the highest and best use and value analysis sections of the report must deal with any effect of the non-conformity upon use and value. Probability of zoning change should be dealt with in the highest and best use analysis.

B. Land:

Site description should include dimensions, shape, size and frontage as appropriate. Describe the topography, available utilities, roads or streets and frontages, and all non-structural site improvements including but not limited to paving, curbing, retaining walls, landscaping, ponds and terracing. If agricultural

land, information on soil types and productivity, percent cleared and timbered, and historic uses such as cropland and pasture land may be appropriate.

Information should be included on encumbrances, recorded or unrecorded, such as deed restrictions, limitation of access, utility easements, flowage or drainage easements, etc. which may affect market value.

C. Structural Improvements and Fixtures Owned by Fee holder:

These items shall be inspected, identified and described in sufficient detail to indicate their uses, quality, condition and location upon the premises. Major improvements should be measured and quantified. A floor plan drawing, to scale, showing exterior and room dimensions and room identification must be prepared for all buildings affected by the acquisition. The description should include such items as significant deferred maintenance, recent renovation and a statement of actual and effective age. When there are items such as appliances, fireplace inserts, equipment, on-premise signs, etc. which could be realty or personalty, the appraiser shall identify them and state whether they are considered personalty or realty in the appraisal.

If unaffected by the acquisition, improvements shall be inspected to the extent that they can be adequately described.

When appropriate the impact of Title III of the Americans With Disabilities Act of 1990 as outlined in Section 6-3.10, Special Appraisal Considerations, should be considered.

D. Buildings, Structures Or Other Improvements Owned By Someone Other Than The Fee holder, Which the Owner Has The Right Or Obligation To Remove At The Expiration Of The Lease Term:

All tenant-owned buildings, structures or improvements including outdoor advertising structures shall be identified and described as separate assets from that of the fee holder. If realty, instructions for describing improvements in Paragraph 7C of this section should be followed. When there are items such as appliances, fireplace inserts, equipment, on-premise signs, etc. which could be realty or personalty, the appraiser shall identify them and state whether they are considered personalty or realty in the appraisal.

When appropriate the impact of Title III of the Americans With Disabilities Act of 1990 as outlined in Appendix Item 12, Special Appraisal Considerations, should be considered.

E. Other Considerations:

The appraiser must describe and address outdoor advertising structures, manufactured/mobile homes, satellite dishes, LP tanks, fence, environmental factors, historical and archeological features and dedication requirements in the appraisal. Information about these items is included in Section 6-3.10, Special Appraisal Considerations.

F. Site Plan:

The appraiser must provide a site plan showing all property boundaries and the location of improvements. This requirement can be met by an annotated copy of an assessor's aerial map, a survey, an ASCS photo, a cut of the highway plan if it shows the whole property and all improvements, or a drawing. If other than the plan cut is used to meet this requirement the site plan should show the proposed right of way line and easements, and the areas of the acquisition and remainder. Greater detail and a higher degree of accuracy is required on small parcels or where improvements are very near and possibly affected by the acquisition than on large parcels where improvements may be important to the value estimate but are not affected by the acquisition.

G. Photographs:

The appraiser shall attach identified color photographs of the appraised property showing all principal above-ground improvements and features affecting the value. Photographic coverage of improvements should show all building elevations, (front, sides and rear) and details important to the valuation of major and/or affected improvements. Photographs should also show the area of acquisitions including easement areas and their relationships to affected improvements.

8. Highest and Best Use Before Acquisition

Estimation of market value requires consideration of the highest and best use or uses for which the property is suited. Conclusion of highest and best use of vacant land should be consistent with zoning or evidence shall be included supporting the probability of zoning change. If the subject property is unzoned vacant land, highest and best use should be consistent with surrounding land use and area trends or evidence supporting the different use shall be offered. If the highest and best use is the existing use as improved, reasons supporting this conclusion should be explained. If the highest and best use is different from the current use as improved and particularly if other than allowed by current zoning, this conclusion should be supported by market evidence and analysis showing that this use is financially feasible, physically possible, and that there is a high probability of obtaining the necessary zoning. The requirement for highest and best use analysis will not be met by an unsupported statement of conclusion.

9. Valuation Before Acquisition

Required Approaches: Fee or Contract Appraisers shall as a minimum complete the approach or approaches to value as specified within the body of the appraisal contract. Staff Appraisers shall complete the approach or approaches to value as authorized by the agency. If the appraisal problem is determined to be more or less complex than recognized, so that different or additional approaches or a different format is more appropriate, a change to the appraisal assignment shall be requested.

Each required approach to value, both "before" and "after" when applicable, shall be compiled in accordance with accepted appraisal principles and techniques, with appropriate specifications contained in these instructions and in compliance with 23 CFR - Highways and 49 CFR - Transportation.

Sales of the subject within the past 5 years and current Agreements of Sale, options and listings of the subject property shall be considered and analyzed. In some cases, sales of the subject over 5 years old may still be relevant.

Units of comparison: In markets where analysis by front foot indicators is considered appropriate, value indications by area (square foot/acre or square meter/hectare) shall also be included in comparative data and analyses.

Special Appraisal Considerations: For specific instructions on valuation considerations with respect to Title III of the Americans With Disabilities Act, tenant-owned improvements, manufactured/mobile homes, satellite dishes, LP tanks and fencing, see Appendix Item 12, Special Appraisal Considerations.

Valuation of Properties with Multiple Highest and Best Use:

Properties with the potential for multiple highest and best uses may be valued from comparable sales enjoying like potential or as an alternative, the appraiser may value each use area by use of data comparable to such specific use area and add the values of the different use areas. Should an appraiser pursue the latter method of evaluation three sales comparable to each specific use area must be included and analyzed in the sales comparison approach, appropriate cost and income data for each use area shall be included if these approaches are done, and it must be shown that the owner may convey each specific use area without affecting the value of the remaining area(s).

Valuation of Improvements Which Do Not Represent the Highest and Best Use of the Property: If improvements are not the highest and best use of the property they may have interim use value, salvage value (value of salvage exceeds cost of removal) no value (removal cost equals salvage value) or negative value (removal cost exceeds salvage value). The analysis should be clear as to which premise improvements are being valued under. If a salvage value is included in Paragraph 18, the before value of that improvement must be at least equal to that salvage value.

Data Book: Each appraisal report prepared on the Standard Appraisal Format shall contain or make reference to sufficient documentation, including valuation data and the appraiser's analysis of that data, to support his/her opinion of value.

Appraisers may incorporate within the appraisal reports all sales and other supporting data, however, compilation of and reference to a data book is recommended when there is repetitive use of data.

A data book shall contain a sales map (in sufficient detail to allow the reader to drive to each sale) comparable sale forms, and may contain other data used repetitively

throughout the project including but not limited to definitions, area trend(s), economic rent(s), capitalization rate(s), replacement cost data and extracted adjustments. As appraisals are written the appraiser may refer to specific pages or sections of the data book for supporting references rather than entering such data in each appraisal report. When the data book is used by more than one appraiser, analyses and opinions must be independently developed. The data book shall be submitted with the first appraisals.

Contract or fee appraisers shall forward three (or other number as specified in contract) copies of their data book with the first submitted appraisals. Supplements to the data book shall be made as necessary.

A. Sales Comparison Approach:

Required Number of Comparable Sales and Comparing Such Sales With Appraised Premises:

The words "comparable sale" as used herein shall be construed to mean (1) a real property transferring on the open market within approximately 5 years of the date of appraisal in which the sale is referenced as a basis for conclusion of value, and (2) a sold property which is similar and/or suitable for comparison with realty being appraised with regard to land area, shape, location, topography, utilities, improvements when applicable, potential highest and best use(s) and any other sufficiently similar qualities which may enable an informed person to arrive at a reasonable estimate or conclusion of value. Pending contracts should be considered but not relied upon. Contract for Deed may be used, however, if the contract is not recorded, a copy of the contract must be provided. Comparable sale data shall be reported in each applicable portion of Sale Forms, Appendix Items 10A and 10B.

A minimum of three comparable sales is required as a basis for an evaluation by the sales comparison approach. An arms-length sale of the subject property may be considered a comparable sale provided the transfer occurred within approximately 5 years of the date of appraisal. Adjustments for changes in market conditions and/or improvements may be necessary to align sale price with current value.

Each comparable sale shall be compared with the appraised realty and adjustments implemented for each significant element of difference affecting value. An explanation shall be offered for each individual adjustment. Differences may be measured by either dollars or percentage. A lump-sum adjustment for more than one difference is not acceptable.

Either the data book or appraisal report shall contain sufficient sales data or other factual data and analyses of such data as to lend credible support to an opinion of each adjustment or value differential applied to the comparable sale. The only exception to this policy shall apply when such supportive data cannot be

Depreciation of Improvements: When completing the cost less depreciation approach, the appraiser shall determine from market data or by the age/life method the applicable rate of depreciation for residential units, commercial buildings and other principal capital improvements. Improvements of a minor nature may be depreciated based on observed condition. Depreciation rates for mechanical appurtenances and/or trade fixtures may be estimated from age/life data furnished by the manufacturer or supplier, or from accepted cost manuals.

Before Value by Cost Less Depreciation Approach: \$ _____

C. Income Approach:

The appraiser shall, when implementing an income approach to value, develop an overall capitalization rate from sales of comparable realty investments. The appraiser shall also offer evidence supporting any and all income and expense estimates.

Before Value by Income Approach: \$ _____

D. Valuing Outdoor Advertising Structures:

Outdoor advertising structures are defined as all signs, billboards, drawings or paintings which advertise activities conducted elsewhere or services and/or products provided other than at the subject property. They should not be confused in the appraisal process with on-premise signs, which advertise activities conducted on the premises or services and/or products provided on the property.

Income from the sale of advertising displays posted upon outdoor advertising structures shall not be considered as income imputable to the realty.

Outdoor advertising structures are not normally transferred on the open market, therefore, it is difficult to obtain sufficient sales data to value them by the sales comparison approach. The appraiser may estimate the value of outdoor advertising structures by the cost less depreciation method and add the result to the value of the realty for a total value of the fee hold. Costs for the structures shall be compiled by Unit in Place Method or Quantity Survey Method with depreciation measured by the most appropriate means available. Cost estimates are to be supported as defined in Paragraph 9B of this Section.

If the agency does not have adequate or up-to-date sign cost information, it may contract for such estimates (reconstruction of structures) with local sources who are knowledgeable. The appraisal assignment should indicate that a contractor's estimate is needed and estimate its cost. The agency will furnish this information to its contract appraiser(s) for incorporation into the appraisal. It is the appraiser's responsibility to depreciate the sign structure to the extent indicated by its current physical condition.

If a trademark or logo sign is within the proposed acquisition, the appraiser shall offer the owner the option to have the sign valued and purchased as realty, or treated as personal property and relocated. If trademark signs are encountered, consult the local MoDOT District office for advice.

10. Reconciliation of Value Before Acquisition

If more than one approach to value is used, the appraiser shall correlate the resultant value estimates and explain the rationale for deciding which approach and data provide the best support for the conclusion of estimated "before" value.

Total Value Before Acquisition: \$ _____

11. Description of Realty After the Acquisition

The appraiser shall describe the remaining realty to the extent necessary to provide a word picture of the "after" condition. If the remainder is substantially changed from the "before" condition the appraiser shall describe the remainder as if the "before" condition never existed. Partial acquisitions of a minor nature may best be described by discussing changes caused by the acquisition rather than repeating the contents of Paragraph 7 of this section.

A statement is required regarding the impact, if any, on all public and private utility services which the property enjoyed in the before condition. Most utility companies reconnect the private service lines at no cost to the property owner, but some do not. The cost to move and reconnect service lines which lie on or in existing right of way is a noncompensable item. Property owners are advised of the possibility of incurring expense to reconnect these lines in the project public hearing and in the offer letter. The cost to the owner to reconnect these services cannot be included in the appraised compensation.

12. Highest and Best Use of Remaining Realty

The appraiser shall indicate the highest and best use(s) of remaining realty. (See Paragraph 8 of this section.) Should the acquisition cause a change in highest and best use(s) the appraiser shall analyze the new highest and best use in depth commensurate with the appraisal problem. The change(s) caused by the right of way acquisition may make it necessary for the appraiser to utilize new comparable data.

13. Valuation After Acquisition

Follow Instructions as shown in Paragraph 9 of this section.

Also refer to Appendix Item 12, Paragraph 9.

A. Sales Comparison Approach:

Follow Instructions as shown in Paragraph 9A above.

After Value by Sales Comparison Approach: \$ _____

B. Cost Less Depreciation Approach:

Follow Instructions as shown in Paragraph 9B above.

After Value by Cost Less Depreciation Approach: \$ _____

C. Income Approach:

Follow Instructions as shown in Paragraph 9C above.

After Value by Income Approach: \$ _____

D. Valuing Outdoor Advertising Structures:

Follow Instructions as shown in Paragraph 9D above.

14. Reconciliation of Value After Acquisition

If more than one approach to value is used, the appraiser shall correlate the resultant value estimates and explain the rationale for deciding which approach and data provide the best support for the conclusion of estimated "after" value.

Total Value After Acquisition: \$ _____

15. Estimate of Total Just Compensation

Total Just Compensation is computed by subtracting the estimated value after the acquisition from the estimated value before the acquisition.

Estimated Value Before Acquisition \$ _____

Estimated Value After Acquisition \$ _____

Indicated Just Compensation Due to Acquisition \$ _____

16. Allocation of Just Compensation

The appraiser shall offer an opinion of reasonable allocation of the estimate of just compensation between realty acquired and damages, if any, to the remainder.

This policy shall apply to the interests of both fee holders and tenants who own improvements.

A. The fee holder's interest shall be distributed as follows:

1. Land Acquired and Minor Improvements: \$ _____

Land acquired, minor improvements, fixtures and structures which are not shown in Paragraph 16.A.2. shall be identified and individually valued, and their values combined to a total. Fence acquired in a strip acquisition shall be included as an improvement acquired.

2. Major Improvements: \$ _____

Major improvements or structures within the right of way and/or easement areas shall be identified, with a separate value shown for each. (Major improvements or structures may include dwellings, business buildings, barns, silos, etc..)

3. Total Land and Major Improvements \$ _____

4. Damages to the Remainder: \$ _____

Damages to the remainder including permanent and temporary easements shall be identified and individually valued, and their values combined to a total. Losses caused by temporary borrow pits must be set apart from other damages. Fencing required as a cost to cure due to road realignment shall be included as a damage to the remainder.

5. Total Just Compensation Due Fee Holder: \$ _____
(Combined totals of 3 and 4. above)

B. The interest of each owner of tenant-owned improvements shall be distributed as follows:

1. Tenant-owned improvements:

 _____ \$ _____
 _____ \$ _____

Identify each tenant-owned improvement within the right of way and/or easement area and estimate its value. Use the greater of its contributory value or value for removal (salvage value).

2. Damage to tenant-owned improvements:

_____ \$ _____
 _____ \$ _____

Identify and show a value loss, if any, for each tenant-owned improvement lying outside the acquired area.

3. Leasehold estate: \$ _____

Calculate value of leasehold estate, if any, should the lease be extinguished or rendered valueless by the right of way acquisition.

4. Total Just Compensation Due Tenant-Owner: \$ _____
 (Combined totals of 1. 2. and 3. above)

17. Uneconomic Remnant

"An uneconomic remnant is a parcel of real property in which the owner is left with an interest after a partial acquisition of the owner's property, and which the acquiring agency has determined has little or no value or utility to the owner." (49 CFR Section 24.2 (w), 10/1/93) When the appraiser is of the opinion that an uneconomic remnant does not exist he/she shall enter the word "none" in this paragraph. When the appraiser is of the opinion that an uneconomic remnant does exist a declarative statement is all that is required. The appraiser may choose to describe elements which contribute to a parcel having some characteristics of an uneconomic remnant, yet conclude that the parcel is not an uneconomic remnant. Such descriptions would be very helpful in making the administrative decision if the owner were to request that their remainder be considered uneconomic. A separate area and value should be shown for each uneconomic remnant area.

Area _____ @ \$ _____ = \$ _____

18. Estimated Salvage Value of Improvements Acquired

Identify those improvements which have market value for reuse (salvage value). Examples include buildings for moving or materials, LP tanks, sign structures, etc. Salvage values are the amounts the items would command if sold in place with the buyer being responsible for removal from the property. Salvage values should not be assigned to very low value items such as farm fencing and clothesline poles. If an improvement has salvage value, the before value must be at least equal to the salvage value after.

Improvement _____ Salvage Value \$ _____

Improvement _____ Salvage Value \$ _____

Total Salvage Value \$ _____

19. Contingent and Limiting Conditions

Contingent and limiting conditions may be listed in this paragraph or included in the addendum and referenced here. The appraiser has the option to use the standard Contingent and Limiting Conditions Appendix Item 11.

20. Certificate of Appraiser

A properly completed and signed copy of Certificate of Appraiser Appendix Item 11 shall be attached to the appraisal report.

LOCAL PUBLIC AGENCY

STANDARD APPRAISAL FORMAT

REAL ESTATE

City and/or County: _____
Route or Project: _____
Job No.: _____
Federal Project No.: _____
Parcel No.: _____

Area of Contiguous Ownership: _____
(As calculated from plans)

Acquisition:
(As indicated on plans)
Normal R/W: _____
Limited R/W: _____
Permanent Easement: _____
Temporary Easement: _____
Borrow: _____

Remainder: _____

Appraiser: _____

Effective Date of Appraisal: _____

1. Owner and Tenant-owners

2. Purpose of Appraisal

- A. Value Definition:
- B. Interest Appraised:
- C. Scope of Appraisal:
- D. USPAP Compliance: The appraiser shall include in the appraisal report the following statement:

This appraisal was prepared according to the contract/assignment from the agency under the direction of the Missouri Department of Transportation. The intended use of the appraisal is for eminent domain related acquisition. The agency bears responsibility for contract/assignment requirements that meet its needs and therefore are not misleading. It is difficult to put a specific USPAP Standard 2 identity on an appraisal report prepared for the agency. However, for any inconsistencies with USPAP, appraisers are protected by the USPAP Jurisdictional Exception provision.

3. **Location of Realty**

4. **Legal Description**

5. **Transfers Within Past 5 Years and Current Contracts, Options or Listings**

6. **Area Trend**

7. **Description of Realty Prior to Acquisition**

- A. Zoning:
- B. Land:
- C. Structural Improvements and Fixtures Owned by Fee holder:
- D. Buildings, Structures Or Other Improvements Owned By Someone Other Than The Fee holder, Which The Owner Has The Right Or Obligation To Remove At The Expiration Of The Lease Term:
- E. Other Considerations:
- F. Site Plan:
- G. Photographs:

8. **Highest and Best Use Before Acquisition**

9. **Valuation Before Acquisition**

- A. Sales Comparison Approach:
Before Value by Sales Comparison Approach: \$ _____
- B. Cost Less Depreciation Approach:
Before Value by Cost Less Depreciation Approach: \$ _____
- C. Income Approach:
Before Value by Income Approach: \$ _____

10. **Reconciliation of Value Before Acquisition**

Total Value Before Acquisition: \$ _____

11. **Description of Realty After the Acquisition**

12. Highest and Best Use of Remaining Realty

13. Valuation After Acquisition

- A. Sales Comparison Approach:
After Value by Sales Comparison Approach: \$ _____
- B. Cost Less Depreciation Approach:
After Value by Cost Less Depreciation Approach: \$ _____
- C. Income Approach:
After Value by Income Approach: \$ _____

14. Reconciliation of Value After Acquisition

Total Value After Acquisition: \$ _____

15. Estimate of Total Just Compensation

Estimated Value Before Acquisition: \$ _____

Estimated Value After Acquisition: \$ _____

Indicated Just Compensation Due to Acquisition: \$ _____

16. Allocation of Just Compensation

- A. Fee holder's interest:
 - 1. Land Acquired and Minor Improvements: \$ _____
 - 2. Major Improvements: \$ _____
 - 3. Total Land and Major Improvements \$ _____
 - 4. Damages to the Remainder: \$ _____
 - 5. Total Just Compensation Due Fee Holder: \$ _____

- B. Tenant's interest:
- 1. Tenant-owned Improvements: \$ _____
 - 2. Damage to Tenant-owned Improvements: \$ _____
 - 3. Leasehold Estate: \$ _____
 - 4. Total Just Compensation Due Tenant-Owner: \$ _____

17. **Uneconomic Remnant**

Area _____ @ \$ _____ = \$ _____

18. **Estimated Salvage Value of Improvements Acquired**

Improvement _____ Salvage Value \$ _____

Improvement _____ Salvage Value \$ _____

Total Salvage Value \$ _____

19. **Contingent and Limiting Conditions** (Appendix Item 11)

20. **Certificate of Appraiser** (Appendix Item 11)

**INSTRUCTIONS FOR PREPARING SALE FORMS
RESIDENTIAL & NON-RESIDENTIAL**

The purpose of the sale forms is to provide sufficiently detailed information about transactions and the properties involved to allow the appraiser to make comparisons and value judgments, and to allow a reader to follow the reasoning and validate the comparisons. The form provides blanks to be completed with information which tends to be common to all sales, but seldom are the completed blanks sufficient to furnish all information which should be included. Judgment from the appraiser is required even in this. Those significant characteristics of the sale property, and important details of the transactions should be included whether or not a specific blank is provided for the information.

The Certificate of Appraiser, Appendix Item 11 indicates that an appraiser has inspected all sales considered in the valuation process, therefore, subsequent inspections by other appraisers need not be identified on the forms. It is recommended that for future court testimony, that each appraiser make a personal record of the sale inspections in regard to each property appraised.

A. NONRESIDENTIAL SALE FORM (Appendix Item 10A)

Sale Form 10A is for reporting sales of all vacant or improved properties other than improved single-family residential properties, or where residential improvements do not represent the highest and best use.

B. RESIDENTIAL SALE FORM (Appendix Item 10B)

Sale Form 10B is used for reporting sales of improved single family residential property, and the entry fields correspond with the URAR form as much as possible.

C. COMPLETION OF THE SALE FORM ENTRIES

Selling Price: This entry should reflect the total selling price of the property, including land and all improvements, if any. If the price was confirmed in another manner or if other information about the sale price was revealed, a full explanation should be included elsewhere on the form.

Unit Price: Indicate the entire selling price including all land and/or land and improvements, divided by the site area gross living area above ground level (for residential improvements), or gross building area of the main improvement, or explain if the amount was calculated in another method.

On the Nonresidential Sale Form (10B) indicate whether the price was confirmed as a price per unit or a total price.

Type of Transaction: Entries in this field should describe the relationship of the buyer and seller. Any entry other than "Open Market" or "Arms Length" must be fully explained.

Financing: If financed by a lender with a conventional loan, the word Conventional will satisfy this requirement. If seller-financed or if there is concessional financing of any kind, the rate and terms should be included. If other than Conventional, the form must report the type of instrument and terms known, and show calculations for the cash equivalent sale price, with indicated adjustment shown in the Financing Concession field of the Property Description Section.

Cash Equivalency must be calculated and used in direct comparison with subjects. Situations that may require cash equivalency adjustments include: mortgage assumptions at favorable rates, mortgage buy-downs, installment sale contracts, wraparound loans, points paid by seller, seller-financed loans, etc.

Site Dimensions: In regularly shaped parcels, the dimensions can be expressed as "width X depth". When appropriate, the average width by the average depth is acceptable. A line drawing of the perimeter of the property may be necessary to fully communicate an understanding of the property layout.

Zoning: The code and category of zoning as of the date of sale should be stated (for example, C-2 Commercial District). If the property is nonconforming with the zoning, this should be explained in the text of the sale form. If closing of the sale was contingent upon a different zoning being granted, this entry should reflect the contingent zoning and the body of the sale should include an explanation of the circumstances surrounding the zoning change. Special zoning provisions or restrictions should be noted, such as minimum lot size or number of developed units allowed.

Highest and Best Use: The following standardized entries should be used:

Single-family Residential
 Multi-family Residential
 Commercial
 Industrial
 Agricultural

Standardization of broad categories of use under these headings facilitates data base entry and search functions. Frequently additional explanation of highest and best use in the text of the sale will be warranted.

Utilities: State what utilities are on site. "All available" or "All in place" are not acceptable entries. The use of initials, W, E, G, S as abbreviations for publicly provided water, electricity, natural gas, and sanitary sewer is suggested. Use of Deep Well, Shallow Well, Septic is suggested for privately provided utilities that are in use on the property. If a utility is not on the property but is close, or is available but not connected, state what is actually on the property as of the date of sale and explain in the depth that the circumstances demand.

Specific Location of Sale: List street and number of realty if in city limits. Rural parcels shall be referenced to known geographical points such as road or highway junctions, and should be adequate to assist the reader in driving to the property.

Sale Verification: All sales must be confirmed with a party involved in the transaction, defined as: buyer, seller, broker or sales agent involved in the sale, or closing agent (bank, title company, etc.). For trial purposes, a party to the transaction could be interpreted differently. In this case, consult with MoDOT legal staff for specific requirements.

In this section of the sale forms, include name of verifying appraiser and confirming party, company (if Realtor, lender, etc.) and position in company (broker, loan officer, agent etc.) If confirmation is by other than the buyer, seller, lender or real estate agent, identify relationship to the transaction. Values reported as a public record (example: Certification of Value in Metropolitan St. Louis) and MLS information are not acceptable without further verification.

It is the intention of this requirement that enough information be provided that the verification can be repeated for purposes of court testimony or review. Telephone numbers of verifying parties are very desirable. Signature of verifying appraiser is not required.

This form and its contents may be used by various appraisers, without further verification subsequent to its original verification, providing the appraiser using the form also inspects the premises. Subsequent users of the sale assume responsibility for the correctness of information presented on the Sale Form.

Map Number: Map identification numbers in common local use may be entered as appropriate.

D. PROPERTY DESCRIPTION SECTION OF THE NONRESIDENTIAL SALE FORM 10A

Property Description: On Form 10A, the NONRESIDENTIAL SALE FORM, indicate by subparagraphs the legal description, description of land, description and type of improvements, if any, and any other data pertinent to analysis. Attach additional sheets if necessary.

Physical characteristics should be adequately explained to make comparison with those characteristics of subject properties being appraised.

For analysis and valuation of properties subject to partial acquisitions, it is particularly important to note unusual features in sales, like building set-back, frontage, depth, shape, access, entrances, etc.

E. PROPERTY DESCRIPTION SECTION OF THE RESIDENTIAL SALE FORM 10B

Property Description: On Form 10B, the RESIDENTIAL SALE FORM, the physical items of this section of the form are arranged in the order of the URAR form. Physical characteristics should be adequately explained to make comparison with those characteristic of subject properties being appraised.

Legal Description: The legal description does not need to repeat the actual description on the deed, but must provide enough data to allow the reader to regenerate the perimeter of the property. If subdivision land, provide a cut or tracing of the subdivision plat or a drawing to allow subsequent users of the form to locate the lot.

Quality of Location: This entry should reflect the quality of location in factual terms. (Typical street, Dead-end road, Gravel road, Corner, etc.) Subjective terms (good, poor) might be used in addition to the factual data.

Site/View: The appraiser should indicate such site factors as size, shape, topography, drainage, encroachments, easements, view, landscaping, driveway, flood hazard, or any detrimental or unusually positive site conditions. For analysis and valuation of properties subject to partial acquisitions, it is particularly important to note unusual features in sales, like building set-back, frontage, depth, shape, access and entrances.

Design and Appeal: Indicate the style of construction (ranch, bungalow, etc.). Also indicate such aspects as appeal of exterior design, interior attractiveness, special features, and any other characteristics that would make the property attractive or unattractive to purchasers and otherwise enhance or detract from its overall marketability. During the confirmation the appraiser should attempt to ascertain the above items.

Quality of Construction: An overall quality rating should consider the quality of materials and workmanship used in all components of the building.

Age: Indicate the estimated or actual age of the dwelling, at the time of sale. If a dwelling has been substantially modernized or upgraded, the effective age may also be indicated. Effective age estimation will require a comment describing the basis for assignment and the degree of modernization.

Condition: Indicate "good", "average", "fair" or "poor". For purposes of comparison with subjects, items of curable and incurable deterioration are the sensitive elements in this consideration.

APPENDIX ITEM 10

Basement/Finish: The appraiser should report basement improvements such as finished rooms and recreation rooms found in the sale. If there is no basement or only a partial basement, this should be indicated.

Functional Utility: This entry relates to the efficiency of a building's use and reflects such factors as layout, room size, and general livability. Trends in single-family home construction sometimes determine whether residences have such items as porches, balconies, fireplaces, separate dining rooms, large kitchens, entry halls, and family rooms. Standards for dwellings also vary widely with regard to income level of prospective tenants and location. When judging the functional utility of residential buildings, the appraiser should attempt to interpret the reaction of typical purchasers in the specific market area.

Other - kitchen equipment and remodeling: All kitchen equipment must be itemized.

NONRESIDENTIAL SALE

Seller _____
 Buyer _____
 Inst _____ Date _____
 Recorded B _____ P _____
 County _____
 Selling Price \$ _____
 Unit Price \$ _____
 Type of Transaction _____
 Financing _____

 Site Dimensions _____
 Site Area _____
 Building Area _____
 Zoning _____
 Zoning Compliance _____
 Highest & Best Use _____
 Utilities _____

COLOR PHOTOGRAPH

Specific Location of Sale _____

Sale Verification: Sale price was confirmed by _____
 (appraiser) on _____ (date) with _____
 (party to transaction) as \$ _____ per unit () or total price ().

The appraiser confirms on the Certificate of Appraiser (Appendix Item 11), that sale was personally inspected.

PROPERTY DESCRIPTION:

MAP NUMBER _____
 SALE NUMBER _____

CERTIFICATE OF APPRAISER

I hereby certify that:

I have personally inspected the realty rights, personalty, and/or outdoor advertising structures herein appraised and that I have also made a personal field inspection of the comparable sales, leases, equipment or structures, relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal.

To the best of my knowledge and belief the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed herein are based, is correct; subject to contingent and limiting conditions therein set forth, or referenced.

I understand that such appraisal may be used in connection with the acquisition or disposal of realty, realty rights, and/or personalty for a project of, or sanctioned by, the State of Missouri with the possible involvement of Federal-aid highway or other Federal funds.

Such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of realty, realty rights, and/or personalty for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

Neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

I have no direct or indirect present or contemplated future personal interest in such property or in any monetary benefit from the acquisition or disposal of such property appraised or the appraisal conclusion.

The reported analyses, opinions and conclusions are limited only by the reported, or referenced contingent and limiting conditions and are my personal unbiased professional analyses, opinions, and conclusions.

My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, in the appraisal of realty and realty rights.

No one provided significant professional assistance to the person signing this report except as specified herein.

I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency of said State or officials of the United States Department of Transportation and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have disregarded any increase or decrease in the fair market value of the property to be acquired, prior to the date of valuation caused by the public improvement for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of owner(s).

My estimate of Just Compensation, Fair Market Value, or other defined value, as shown herein does not include any consideration or allowance for relocation assistance benefits.

I did on _____, 19____, afford _____ the fee holder(s) (), the fee holder(s) representative (), an opportunity to accompany me during my inspection of this property.

There are () are not () tenant-owned improvements affected by the acquisition.

I did on _____, 19____, afford _____ an opportunity to accompany me during my inspection of this property. Said last named party is the owner (), owner's representative () of tenant-owned improvements.

My opinion of Just Compensation, Fair Market Value, or other defined value, for the acquisition as of _____, 19____, is \$_____ based upon my independent appraisal and the exercise of my professional judgment.

_____	_____
DATE	SIGNATURE
City and /or County: _____ Route or Project: _____ Job Number: _____ Federal Project No.: _____ Parcel No.: _____	

CONTINGENT AND LIMITING CONDITIONS

The appraiser assumes no responsibility for matters legal in character, nor does he/she render any opinion as to the title, which is assumed to be good. Unless otherwise specified in the report, the property is analyzed as though free and clear and under responsible ownership and competent management.

Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser. The value conclusions are subject to the correctness of said data.

The appraiser assumes that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity had been stated, defined, and considered in the appraisal report. The appraiser assumes that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he/she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable. That the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

The distribution of the total valuation in this report between land, improvements and estimated damages applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The appraisal is for purposes of valuation only and is not to be taken, used or represented as an endorsement or guarantee of the physical, structural or equipment conditions which exist in the property. It is assumed that there are no hidden defects which would not be apparent from visual inspection and that all equipment is operable unless otherwise indicated by the owner or owner's representative.

All maps, plats, and exhibits included herein are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

Consideration has not been given in this appraisal to personal property located on the premises, or to the cost of moving or relocating such personal property unless otherwise stated.

Possession of this report or any copy hereof does not carry with it the right of publication, nor may the same be used for any purpose by any party except the agency extending the appraisal assignment, or the Missouri Department of Transportation without the previous written consent of the appraiser, and in any event, only in its entirety and with proper qualification. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relation, news, sales or other media without the written consent and approval of author, particularly as to the valuation conclusions or the identity of the appraiser.

No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials except as is expressly stated. No consideration has been given in the appraisal to the value, if any, attributable to growing crops on any portion of the property appraised unless otherwise stated.

The estimated value after acquisition is based on the project being constructed in the manner proposed, as furnished to the appraiser as of the date of appraisal.

SPECIAL APPRAISAL CONSIDERATIONS

1. Americans With Disabilities Act of 1990

The appraiser should be aware of the requirements of Title III of the Americans With Disabilities Act of 1990 and consider its effect on the value of the appraised property. The Act applies to any public accommodation, commercial facility, or private entity that offers examinations or courses related to applications, licensing, certification or credentialing for secondary or post-secondary education, professional or trade purposes. When a public accommodation is located in a private residence that part used for public accommodation is covered by this act, including those elements used to enter the place of public accommodation.

The Act requires removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable, i.e., easily accomplished and able to be carried out without much difficulty or expense. Whether a measure is readily achievable is determined on a case by case basis, however, the obligation to remove barriers is a continuing one. What was not readily achievable in the past may become achievable in the future and the Act envisions a gradual removal of barriers and suggests priorities for their removal.

All new improvements after January 26, 1993 must be designed and constructed to be readily accessible and usable by individuals with disabilities. Alterations to existing facilities after January 26, 1993 must to the maximum extent feasible ensure that the altered portions of the facility are readily accessible. When undertaking a cost-to-cure as part of the damages caused by a right of way acquisition, the appraiser will have to consider how the acquisition affects accessibility as well as whether the improvement was or should have been in compliance prior to the acquisition.

Subject property shall be inspected on the date of valuation for its compliance or non-compliance with ADA regulations. All comparable sales used in the valuation process should be analyzed as to their compliance or non-compliance to ADA regulations as of the date of sale. If subject property is currently in non-compliance with ADA regulations the appraiser should use similar comparable sales which are in non-compliance for comparison purposes. It shall be the appraiser's responsibility to estimate the current market value of subject property as it now exists taking into consideration all of its compliance or non-compliance of ADA regulations and making adjustments for either situation. Curing damage to the remainder could trigger requirements of ADA. This must be considered in any after value analysis.

2. Outdoor Advertising Structures

If Outdoor Advertising, Trademark, logo, or other signs are encountered within the acquisition, consult MoDOT District Right of Way office for guidance.

3. Tenant-owned Improvements

All buildings, structures or other improvements, except outdoor advertising structures, which are a part of the realty and owned by someone other than the fee holder shall be valued as such items contribute to the fee or valued for removal (salvage), whichever is greater.

4. Manufactured/Mobile Homes, Satellite Dishes and LP Tanks

In general, manufactured/mobile homes are to be considered realty if owned by the fee holder and assessed as realty. They will be considered personalty if tenant-owned. If realty, instructions for describing improvements in the appropriate appraisal format should be followed and the manufactured/mobile homes shall be valued as real estate. If personalty, the manufactured/mobile homes should not be valued. Personalty will be covered under relocation.

Satellite dishes including all in-ground components are to be considered as personal property and not valued.

Ownership of LP tanks is to be determined and included in the appraisal. LP tanks are to be considered as realty and included in the value estimate if owned by the fee holder, but if leased or owned by a tenant, are to be considered as personal property and not valued.

5. Fence

Fence should be described in sufficient detail to allow an estimate of its contributory value and/or to allow a cost estimate to be developed. The fencing cost estimate may be supported by a contractor's estimate or fencing cost schedule.

The appraisal should include compensation for replacement of all fencing, by like-kind at actual cost, along the proposed Right of Way line, which is necessary for the subject property to attain its highest and best use or contributes to that use. Fence which is acquired as a result of widening should be considered as an improvement acquired and may be valued at its contributory value or replacement cost depending on whether it must be replaced. A requirement for fence where there was none before, due to a realignment or other reason, should be considered consequential damage and valued by the cost to cure.

The appraisal should include appropriate costs for fencing the new Right of Way line in all areas where livestock confinement is a concern even if plans indicate the contractor will fence the new Right of Way line. Appraiser should include all normal costs as if our contractor was not fencing.

Temporary fencing of easements not provided by the contractor should be included as cost to cure. Estimated costs of temporary fencing should be consistent with its temporary nature. The contractor will be responsible for temporary fencing of borrow areas and haul roads and compensation therefore should not be included in the appraisal.

6. Environmental Considerations

The appraiser is responsible for reporting any observed or suspected indications of contamination by hazardous materials or waste and the presence of other environmental considerations such as wetlands.

A. Hazardous Materials or Waste: Because of the serious impact of contamination by hazardous materials or waste, it often affects major decisions by planning, right of way and design groups. In many cases this problem has been identified before the right of way acquisition phase of a project. If, prior to completion of the appraisal assignment, an environmental assessment and cleanup cost estimate have been done on a contaminated subject property the effect, if any, of cleanup cost on the value of the property must be considered in the appraisal.

There will be instances in which contamination has not been detected by the time an inspection for appraisal is made. In the absence of specific instructions, appraisers are not required to do, or to cause to have done, environmental assessments of subject properties, and it is expected that a disclaimer stating the appraisers' lack of expertise in this field will be included in the appraisal report. However, the appraiser is responsible for observing and reporting obvious indications of potential contamination.

If contamination is suspected, appraisers should include in the descriptive sections of their reports the circumstances or features which they feel indicate potential problems and clearly state that the possibility of contamination exists. They should include statements to the effect that "the value conclusion assumes that the property is not contaminated and if it is later found to be, the value estimate could change."

It is not the intention of this instruction to give comprehensive procedures for inspecting properties for contamination, but to offer appraisers some guidance.

The current use or historic uses of a property can be strong indicators of possible contamination. Some examples of uses which should alert the appraiser include:

- Vehicle repair, maintenance or salvage
- Electroplating and/or metal fabricating
- Chemical manufacture, storage or sales
- Petroleum related storage, transportation or sales
- Trucking
- Manufacture, storage and/or sales of agricultural chemicals

Site and improvement characteristics to look for include:

Physical features:

- Tanks, pits, lagoons, ditches
- Piles of unidentified material
- Drums or other storage containers or structures
- Overhead piping
- Containment structures such as berms or dikes
- Waste water treatment facilities
- Recent unexplained ground disturbance
- Color variation in soils
- Areas of barren soil

Visual contamination signs:

- Water with surface staining or sheen
- Dead or dying vegetation
- Residue piles

Potential asbestos containing material:

- Sprayed-on fireproofing
- Pipe wrap
- Friable tape
- Acoustical plaster

Other possible indications of hazardous materials or waste:

- Odors
- Peeling paint
- Urea-formaldehyde foam insulation

These features or characteristics do not necessarily indicate contamination but should alert appraisers to the probability. Once alerted, appraisers should include questions about the historic use of the property in interviews with owners, operators, city officials, real estate practitioners and others as they proceed with normal data research, and include their findings in their appraisal reports.

B. Wetlands: The US Army Corps of Engineers and the Environmental Protection Agency define wetlands as follows: "A wetland is a type of water of the United States subject to Section 404 of the Clean Water Act. Other such waters include lakes, ponds, streams (including intermittent streams), rivers, creeks, springs, territorial seas, other tidal waters, and other bodies of open water. The term wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support and that, under normal circumstances, do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Also, wetlands are generally distinguished from other waters of the United States in that they normally support vegetation." The US Department of Interior, Fish and Wildlife Service defines wetlands as "Land where water is the dominant factor determining the nature of soil development and the types of plant and animal communities living in the soil or on its surface."

At this time there is no comprehensive mapping or inventory of existing wetlands. The US Soil Conservation Service can provide soil classification maps that note hydric soils (potential wetlands) and the Fish and Wildlife Service has National Wetland Inventory maps which also delineate potential wetlands but do not make a final determination. Three basic characteristics are considered in making a determination if an area is wetland: 1) hydrology, 2) vegetation, and 3) soil. If an area is in a flood plain or otherwise has low spots in which water stands at or above the soil surface for more than seven consecutive days during the growing season and/or has plant communities that commonly occur in areas having standing water for part of the growing season (gum swamps, cordgrass, marshes, cattail marshes, bulrush and tule marshes, and sphagnum

bogs) and/or has soils that are called peats or mucks there is a high probability that it is wetland, a determination of which must be reached by a more detailed investigation of soils and plant life.

When agency appraisers are dealing with wetland in an acquisition the wetland area will have been defined by the design engineer. The appraiser's challenge is to find comparable sales which are also wetland. Because of the detailed investigation by specialists required to determine the presence of wetland as defined, and because this investigation is normally only done when construction or development is planned, the appraiser will not normally know whether a sale has wetland. The appraiser can, however, determine if some of the wetland-indicating conditions as stated above are present. If some or all of these conditions are present in a rural or low density developed area it is likely that valid comparisons can be made between the subject and the comparable sales based upon the utility of the land. If the subject and sales are in an area where the highest and best uses are for development then the determination of wetland classification may be critical to the valuation process. A sale, for example, which is marshy land but not classified as wetland may be developable at typical cost by filling while a similar tract which is classified as wetland may not be developable or may be only at significantly increased cost due to requirements of Section 404 of the Clean Water Act.

7. Historic and Archaeological Considerations

Normally, properties with historic or archaeological significance will have been identified in the project design phase. If in the course of inspection or research the appraiser becomes aware of new facts indicating that a subject may be a historically or archaeologically significant site these facts should be reported to the District Right of Way Agent for communication to other Divisions with responsibility for dealing with them. Archaeological sites will likely be explored and artifacts removed before any effects by the project, and will normally not be considered in any appraisal of the property. Once a determination has been made to take a historic building for right of way, it should be dealt with as a typical appraisal problem by taking into account all factors which affect value. Historic characteristics of a building may have positive, negative or no impact on value depending primarily upon market reaction to laws regulating the building's use and maintenance, and should be dealt with as part of the appraisal problem.

8. Dedication Requirement

When performing appraisals within corporate limits or in zoned areas, the appraiser must research the zoning ordinances, and/or subdivision regulations, to reveal if properties subject to acquisition could be required to make a dedication of land in exchange for zoning change or development plans, to achieve the highest and best uses that are anticipated to be suggested in appraisal reports. If such ordinances and/or regulations are discovered, their impact must be addressed and reflected in valuations.

9. Moving Improvements as a Measure of Damage

Use of the estimated cost to move a building improvement as a measure of proximity or other consequential damage must be supported by contractor estimates and analysis of market data to show feasibility. The value of the improvement if moved must be significantly greater than the after value in-place plus the cost to move. The use of this method is limited to those situations in which moving an improvement appears to be an action that a typical prospective buyer might consider. When this method of analysis is chosen both a sales comparison and cost approach should be done and the added value and extended economic life due to new components such as foundation, plumbing, wiring, etc. must be recognized in the after value conclusion.

Please Note: A request to amend the approved fee study should be made if it did not call for both the sales comparison approach and the cost approach.

10. Borrow Easements or Haul Roads

If an appraisal deals with an easement for a borrow area or haul road it is extremely important to provide a word picture which would adequately explain what damages will be associated with these easement areas. The description should include the appraiser's understanding of what the site will look like, how much material will have been taken, what the possible damages to the remainder will be, whether the affected area will be ponded, whether the topsoil will be stockpiled and replaced and whether the area will be seeded and mulched.

If the acquisition involves a borrow easement or haul road, adjustments must be adequately explained.

11. Project Influence

Per 49 CFR Section 24.104 (10/1/94), "The appraiser shall disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired or by the likelihood that the property would be acquired for the project, other than that due to physical deterioration within the reasonable control of the owner."

12. Special Benefits

Special benefits are those benefits accruing to the land adjacent to the public improvements which do not accrue to the public at large.

If special benefit situations are anticipated, or are discovered and considered by an appraiser, consult MoDOT District Right of Way office for guidance.

Special benefits anticipated to be reflected in an appraisal must be supported with concurrence and prior written approval from a MoDOT District Counsel by letter attached to the appraisal.

Approved Appraisers - Statewide

8/3/2004

Name: Adamson IV Henry K. 913-722-5432
Address Adamson & Associates, In 5225 W. 75th. St. Suit Prairie Vill KS 66208

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Ahrens Jacqueline R. 573-335-4102
Address Ahrens Appraisal Service 1531 Mississippi Cape Girardeau Mo 63701

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Atkins Diane 314-534-1770
Address Real Estate 2000 3101 Olive St. St. Louis Mo 63103

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Beggs Brad 314-421-3401
Address 105 Broadway Suite 1640 St. Louis Mo 63102-1743

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Blaylock Jack 573-449-4177
Address 802 E. Broadway Columbia Mo 65201

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

MoDOT assumes no responsibility for the work performed by any of these appraisers and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform appraisal services.

Approved Appraisers - Statewide

8/3/2004

Name: Bolte, Jr. Carl E 816-444-8884
Address 800 Greenway Terrace Kansas City Mo 64105

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Bradford Randall J
Address O.R. Colan Assoc. 205 "D" St. S. Charleston WV 25303

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Brown Rudolph J. 816-361-0242
Address PO Box 24507 Kansas City Mo 64131

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Brown Edward B 660-927-3409
Address Rt. 1 Box 57 Pickering Mo 64476

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Bruns Robert L. 573-883-7662
Address 108 S. Second St. Festus Mo 63028

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

MoDOT assumes no responsibility for the work performed by any of these appraisers and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform appraisal services.

Approved Appraisers - Statewide

8/3/2004

Name: Bryan Sandra G. 573-365-5319
Address 76 Barba Lelane Lake Ozark Mo 65049

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Burggraaf Kevin D. 515-331-0288
Address Burggraaf Real Estate Ser 5866 S. Winwood Dr. Johnston IA 50131

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Carlson Arlene 314-909-7997
Address 1021 N. Woodlawn St. Louis Mo 63122

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Chism Shirley B 314-962-9862
Address #2 Douglas Manor Ct. St. Louis Mo 63119

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Clark Don 660-429-2323
Address 1411 Grandview Dr. PO Box 413 Warrensburg Mo 64093

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Cleary Kevin C 314-240-2444
Address 225 S. Main St. O'Fallon Mo 63366

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Coleman Gary A 417-546-3211
Address P.O. Box 1232 Forsyth Mo 65653

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Craddock Thomas P 314-821-6565
Address 13545 Barrett Parkway Dr. Suite 300 St. Louis Mo 63021

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Craig William A. 573-335-6366
Address 227 Sheridan Cape Girardeau Mo 63703

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Craig Daniel W. 913-362-3222
Address David Craig & Co., Inc. 8500 Shawnee Missio Merriam KS 66202

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Craig David 913.362.3222
Address David Craig & Company, I 8500 Shawnee Missio Merriam KS 66202

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Dahl Ted G. 417-532-6189
Address PO Box 182 Lebanon Mo 65536

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Dally Terry L. 573-442-5214
Address 802 N. Providence Columbia Mo 65203

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Davis Ralph D 314-468-8655
Address P.O. Box 823 Sullivan Mo 63080

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Davis William D. 816-842-8947
Address 1044 Main St. Suite 501 Kansas City Mo 64105

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Dinan Edward W. 314-726-3000
Address 230 S. Bemiston Suite 1010 St. Louis Mo 63105

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Dockins William P 573-334-6203
Address 429 Themis Cape Girardeau Mo 63701

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Donoho Arthur A. 913-814-7800
Address PO Box 26686 Shawnee Mission KS 66225-6686

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Drake Rick G. 417-451-8835
Address 12432 Wildlife Rd. Neosho Mo 64850

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Edwards David 816-229-4780
Address 2307 S. Outer Rd. Blue Springs Mo 64015

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Elsberry Vernon 660-747-7988
Address PO Box 1024 Warrensburg Mo 64093

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Ewing Neil S. 314-822-3335
Address 10910 Manchester Rd. St. Louis Mo 63122

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Fern James P. 913-345-8707
Address 10977 Granada Ln. Suite 200 Overland Park KS 66211

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Fleming Roger W. 417-781-0643
Address Tri State Engineering, Inc. 1102 W. 9th. Joplin Mo 64801

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Folsom Gregory P 314-394-8509
Address 30 Cathcart Apt. C Ellisville Mo 63021

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Fredlund Kent 816-478-9666
Address P.O. Box 1881 Independence Mo 64055

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Gabelsberger Thomas E 314-225-8380
Address 2302 Gladiator Fenton, Mo 63026

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Garnett Thomas J 314-821-4242
Address 13545 Barnett Pkwy. St. Louis Mo 63021-3815

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Garrett John C. 816-523-4372
Address 600 W. 103RD St. Suite 104 Kansas City Mo 64114-4525

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Gentry Dale C 314-965-2703
Address 9990 Manchester Rd. St. Louis Mo 63122

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: George Dan M. 314-909-0798
Address 12405 West Watson Rd. P.O. Box 39451 St. Louis Mo 63127

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Gilbertson James L. 913-381-6088
Address Integra Realty Resources 1901 W 47th Place Westwood KS 66205

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals Eminent Domain
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Gonterman Jeffrey E 314-965-1171
Address Real Estate Analyst, LTD 10910 Manchester Rd. St. Louis Mo 63122

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Gorham Sheila L. 314-843-9877
Address 8050 Watson Rd. #236 St. Louis Mo 63119

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Graham Timothy D 636-458-5880
Address Graham Appraisal Compa 307 Berry Bush Court Wildwood Mo 63011-2086

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Green Michael A. 314-965-1171
Address 10910 Manchester Rd. St. Louis Mo 63122

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Haage Steven A. 391-524-4847
Address 801 Main St. Suite 2F Keokuk IA 52632

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Hancock Reginald M 417-883-4150
Address 1031 E. Battlefield Rd. Suite 113 Springfield Mo 65807

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Hassani Eric K. 417-889-6010
Address Fee Simple Appraisal Co. 3707 S. Luster, Suite J Springfield Mo 65804

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals Billboard signs, eminent do
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Heersen Harvey 314-457-0803
Address 5416 Sunshine Dr. St. Louis Mo 63109

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Hendren James 573-442-5214
Address 802 N. Providence Columbia Mo 65203

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Hennessy Edward J. 816-364-2898
Address Hennessy Real Estate 2723 Francis St. St. Joe Mo 64501-3250

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Hibbs Drew 417-865-1017
Address 210 W. Sunshine, Ste. F Springfield Mo 65806

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Holbert Shirley 314-946-6045
Address 901 Boonslick St. Charles Mo 63301

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Holzen Paul U. 314-894-2212
Address 7321 S. Lindbergh Suite 305 St. Louis Mo 63125

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

MoDOT assumes no responsibility for the work performed by any of these appraisers and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform appraisal services.

Approved Appraisers - Statewide

8/3/2004

Name: Hopkins David 816-333-7650
Address 1501 Ann St. Harisonville Mo 64701

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Howell Mary S 417-890-0711
Address 1636 Glenstone Suite 108 Springfield Mo 65804

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Howell Robert N 417-890-0711
Address 1636 S. Glenstone Suite 108 Springfield Mo 65804

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Huether Gerald L. 314-241-6444
Address 4875 Forder Oaks Ct. St. Louis MO 63129

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals EQUIPMENT
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Hughes Robert L. 913-321-2262
Address 1021 N. 7th. St., Suite 106 Kansas City KS 66101

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Hunstein Jack I. 314-727-3300
Address 13545 Barrett Pkwy. Dr. Manchester Mo 63105

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Irvin Robert D. 573-634-4495
Address 2535 Orchard Lane Jefferson City Mo 65109

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Jackson Steven H. 417-887-0525
Address 2865 S. Versailles Springfield Mo 65804

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Jarvis Robert 314-291-5342
Address Jarvis & Associates, Inc. 11600 Birchstone Bridgeton MO 63044

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals LPA D-6 Only
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Job Jerald W. 816-333-7650
Address Job Valuation Services, In 8729 Norwood Dr. Leawood KS 66206

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals Petroleum Marketing Prop.
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

MoDOT assumes no responsibility for the work performed by any of these appraisers and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform appraisal services.

Approved Appraisers - Statewide

8/3/2004

Name: Jordan James 573-635-4944
Address Property Research Co. 1108 Missouri Blvd. Jefferson City Mo 65109

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Kaltenbach David 314-205-2000
Address 42 Four Seasons Center Suite 109 Chesterfield Mo 63017

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Kiesling B. S. 573-471-0882
Address P.O. Box 1224 Sikeston Mo 63801

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: King John L 816-279-9802
Address P.O. Box 8203 St. Joseph Mo 64508

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Kirby John 573-446-1658
Address PO Box 10079 Columbia Mo 65205

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Kittle Steven G. 417-862-2444
Address Vinson Appraisal Office 2049 E. Cherry St. Springfield Mo 65802

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Kleinsorge Eldon G. 913-492-8930
Address PO Box 15221 Lenexa KS 66285-5221

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Kniffen Murray 314-434-5540
Address 1015 Accent Dr. St. Louis Mo 63146

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Lauer Russell J. 314-531-4000
Address 3948 Lindell Suite 100 St. Louis Mo 63108

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Logan Andre 314-531-2233
Address Logan Appraisal & RE 4225 Westminister PI St. Louis Mo 63108-3013

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

MoDOT assumes no responsibility for the work performed by any of these appraisers and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform appraisal services.

Approved Appraisers - Statewide

8/3/2004

Name: Lowman Sharon 660-826-2020
Address PO Box 1382 Sedalia Mo 65301

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Luecker Willard 314-239-2731
Address 914 East 5th. St. Washington Mo 63090

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Mader Thomas 314-381-6365
Address 7717 Natural Bridge Suite 201 St. Louis Mo 63121

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Marx Robert E. 816-421-2963
Address 911 Main St. Kansas City Mo 64105

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Mayer Ronny M 314-337-4002
Address 111 W. Pratt DeSoto Mo 63020

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

MoDOT assumes no responsibility for the work performed by any of these appraisers and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform appraisal services.

Approved Appraisers - Statewide

8/3/2004

Name: McReynolds Ann 314-849-1900
Address McReynolds Realty Adviso 124 West Lockwood, # St. Louis Mo 63119

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: McReynolds Tom 314-781-4070
Address 543 Hanley Ind Ct Suite 300 St. Louis Mo 63144

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Metcalf Mary 314-544-3516
Address 8050 Watson Rd. #236 St. Louis Mo 63119

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Metcalf Ronald 314-544-3516
Address 8050 Watson Rd. #236 St. Louis Mo 63119

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Millin David M. 816-356-3845
Address 4608 Chrysler Independence Mo 64055

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Moore Allan J. 573-874-1207
Address 609 E. Broadway Columbia Mo 65201

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Moser John W. 913-642-0048
Address Moser & Associates, Inc. 9421 High Dr. Leawood KS 66206

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Mueller Robert C. 314-849-1444
Address 4400 S. Lindbergh St. Louis Mo 63127

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Muenks Rick J. 417-866-8300
Address Southwest Valuation, LLC 333 Park Central East, Springfield Mo 65806

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals Eminent Domain
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Mullins Gary W 573-686-2070
Address 2502 N. Main Poplar Bluff Mo 63901-2624

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Murphy Mark S. 816-474-6804
Address 2034 E. 17th. St. Kansas City Mo 64127

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Musgrave Victor A. 314-965-1171
Address Real Estate Analysts, LTD 10910 Manchester Rd. Kirkwood Mo 63122-1242

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Neptune Ed 660-646-3322
Address P.O. Box 282 Chillicothe Mo 64601

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Nitschke Gregory 816-795-7100
Address % Bliss Associates, Inc. 720 Commerce Tower Independence Mo 64057

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Nunn David 573-635-5128
Address PO Box 104596 Jefferson City Mo 65110-4596

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Nunn Ann 573-635-3317
Address 306 Monroe Jefferson City Mo 65101

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Olchansky Edwin M 314-692-7232
Address 967 Gardenview Office Parkway #5 St. Louis Mo 63141

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Phillips Ronald S. 417-894-2177
Address 210 W. Sunshine, Ste F Springfield Mo 65807

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Pratt Eva M. 573-635-6105
Address 2215 Missouri Blvd. Suite H Jefferson City Mo 65109-4761

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Price Lee E 417-882-0894
Address 4235 South Oak Springfield Mo 65804-6664

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Przada Joseph J. 314-644-9548
Address 6731 Oleatha St. Louis Mo 63139

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Ritter Stephen L. 816-380-5158
Address 2118 Royal St. Suite B Harrisonville Mo 64701

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Roach Donald E 314-968-5490
Address 25 E. Frisco St. Louis Mo 63119

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Roberts Joe R. 417-881-1533
Address 2135 E. Sunshine Suite 104 Springfield Mo 65804

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Roberts Eric 417-881-1533
Address 2135 E. Sunshine Suite 104 Springfield Mo 65804

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Rose Joe 573-635-5128
Address The Nunn Co. PO Box 104596 Jefferson City Mo 65110

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Sawyers James L. 913-381-4830
Address 7830 State Line Prairie Village KS 66208

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Severeid Edward E. 913-262-5353
Address 5301 W. 65th. Terrace Prairie Village KS 66202-4310

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Shaner Bernie 913-451-1451
Address Shaner Appraisals, Inc. 10990 Quivira, Ste.10 Overland Park KS 66213

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals Eminent Domain
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Silvius Robert B. 816-781-1300
Address 1180 W. 152 Highway Liberty Mo 64068

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Smith Melanie 636-745-8860
Address 646 Beverly Wright City Mo 63390

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Smith Mark A 816-478-9666
Address Smith & Smith Appraisal C P.O. Box 1881 Independence Mo 64055

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Snelson Franklin J. 573-364-2180
Address 819-A Pine St. Rolla Mo 65401

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Stoops Dwain 417-725-2051
Address 401 E. Mt. Vernon Nixa Mo 65714-9676

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Student Robert G. 314-942-5799
Address 3751 Pennridge Sq. Suite 100 Bridgeton Mo 63044

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Summers James E. 816-421-2964
Address 911 Main Kansas City Mo 65105

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Truitt James E 417-833-0217
Address 2727 W. Norton Rd. Springfield Mo 65803

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Truitt Linda S. 417-831-7785
Address 2049 E. Cherry, Suite 110 Springfield Mo 65802

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Tuller James L 573-937-3408
Address P.O. Box 8 Festus Mo 63028

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Turner Edwin S. 660-646-6699
Address P.O. Box 906 Chillicothe Mo 64601

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Turpin-Harrison Vickie 314-462-3727
Address 38 Southgate Dr. Troy Mo 63379

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Vanice Dunlap 913-262-2800
Address PO Box 8093 Prairie Village KS 66208-0093

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Vinson Norma J. 417-862-2444
Address 2049 E. Cherry Springfield Mo 65802

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Weisenborn Merle W 816-741-7274
Address 5013 Coves Dr. Kansas City Mo 64151

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: West Elizabeth 314-647-9900
Address Dinan Real Estate Advisor 2023 South Big Bend St. Louis Mo 63117

General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Westmann Michael 314-946-2236
Address 200 N. Second 3rd. Floor St. Charles Mo 63301

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: White Robert O 417-739-2008
Address Rt. 3 Box 422 Kimberling City Mo 65686

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Williams Paul F 314-721-4022
Address 135 N. Meramec Suite 309 St. Louis Mo 63105

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Wills Robert M 417-883-4150
Address 1031 E. Battlefield Suite 113 Springfield Mo 65807

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Wise Steve 573-449-4177
Address 802 E. Broadway Columbia Mo 65201

General Certification Residential Certification

All RE Appraisals Non-Complex Residential Total Takes LPA Only

Appraisal Review Specialty Appraisals

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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Approved Appraisers - Statewide

8/3/2004

Name: Wood Fredricka 417-667-2630
Address 125 E. Cherry Nevada Mo 64772

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Woodard Loren K. 573-374-5999
Address PO Box 65 Sunrise Beach Mo 65079

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Woods William D. 816-737-1743
Address 6016 Sterling Ave. Raytown Mo 64133-4250

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

Name: Young Paul L. 314-331-8174
Address 3433 W. Outer Rd. Arnold Mo 63010

- General Certification Residential Certification
 All RE Appraisals Non-Complex Residential Total Takes LPA Only
 Appraisal Review Specialty Appraisals
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10

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ROSTER OF APPROVED CONTRACT APPRAISERS

The Missouri Department of Transportation (MoDOT) maintains a Roster of Approved Contract Appraisers. Fee appraisers contracted by Local Public Agencies for appraisal assignments on projects with Federal Funds participation in any part of the project (construction or right of way) must be on the roster prior to the appraisal assignment.

The roster categorizes appraisers for Non-complex/residential total Takes or All Real Estate Appraisal. There are also Specialty (equipment) appraisers listed on the roster. Appraisers with extensive work assignment history of positive performance are also categorized for Review Appraisal assignments. Other appraisers on the roster may also be qualified for Appraisal review assignments.

The roster is updated annually, and a current list of approved appraisers is available from the local MoDOT district office. Local appraisers may apply for placement on the roster through the MoDOT district offices.

INSTRUCTIONS FOR APPRAISAL REVIEW**A. REVIEW OF PAYMENT ESTIMATES**

Refer to Section VII and Appendix Item 7 of this manual for complete instructions on the Payment Estimate. The value estimate made to determine a Payment Estimate (less than \$5,000 exclusive of fence costs) shall be reviewed and approved by an official of the acquiring agency prior to the initiation of negotiations with the owners. This review may be accomplished by agency personnel such as a real property assessor or other persons familiar with local realty values.

If a Certified appraiser co-signs the Payment Estimate, a Jurisdictional Exception statement (Appendix Item 7A) is provided to accommodate the appraiser and reviewer's USPAP requirements.

B. REVIEW OF VALUE FINDING AND STANDARD FORMAT APPRAISALS

A qualified staff appraiser (approved by MoDOT for review responsibilities), or certified appraiser who is on the current Roster of Approved Contract Appraisers, (Appendix Item 13) shall review each appraisal to determine if it has been compiled in accordance with appropriate appraisal standards. That reviewer shall also determine just compensation due the owners for appropriating specified realty rights. The amount of just compensation as determined by the reviewer shall be concurred to by an LPA official prior to an offer being made.

NOTE: The LPA does not have authority to alter Just Compensation established by a Review Appraiser, prior to the initial offer. If necessary, consult MoDOT District office if the LPA is concerned about the appropriateness of the Just Compensation.

In addition to above, the reviewer has the following responsibilities:

- a. Field inspect each appraised parcel as well as each comparable sale used by the appraiser during the valuation process, when the acquisition and appraisal is of a complicated nature as to require an examination in the field to fully understand the appraisal problem.

On limited occasions a desk review of appraisals may be permissible. The reviewer must disclose on Review of Appraisal and Approval of Just Compensation (Appendix Item 14) that only a desk review is done.

- b. Examine each appraisal report to determine that it:
 1. Is compiled in accordance with MoDOT's appraisal specifications styled Appraisal Formats and Instructions for Preparing Appraisals, (Appendix Items 8, 9, 10A, 10B, 11,

and 12) or other manuals which may apply. (Example: Federal Aviation Administration or Uniform Appraisal Standards for Federal Land Acquisition.)

2. Is compiled in accordance with accepted appraisal principles and techniques with regard to valuation of real property.
 3. Contains or makes reference to information necessary to explain, substantiate, and thereby document conclusions, estimates of value, or just compensation.
 4. Offers evidence to support adjustments of comparable sales and depreciation rates, when applicable.
 5. Includes consideration of all compensable items, damages, and special benefits, if any, and does not include compensation for items noncompensable under Missouri law.
- c. When reviewing multiple appraisals on the same project or in the same area, be attentive to inconsistencies in analyses and conclusions which result in widely varying estimates of just compensation for similar acquisitions and/or damages.
- d. Request and obtain corrections, revisions, additions and/or clarifications to appraisal reports which do not substantially meet the requirements set out in the manual Appendix Items 8, 9, 10A, 10B, 11, and 12. Such corrections or revisions shall be attached to and become part of the appraisal report.
- e. Establish an opinion of Just Compensation. Such opinion will be supported by approval of the appraisal as submitted or as amended to include corrections, revisions, additions and/or clarifications requested and attached to the appraisal report.

The review appraiser may make minor corrections and comments in an appraisal review report, but not change any data or analysis. The proper way to handle an unacceptable appraisal is to first try to have the appraiser correct or update the appraisal, and if that cannot be done, the review appraiser should take remedial action in the appraisal review report. When this is necessary, the review appraiser may draw from any sources available, including other appraisals of the property.

If necessary, the reviewer may independently develop market data and/or provide an independent analysis. If this is done, for his/her independent work, the review appraiser must adhere to all the applicable appraisal standards that are required of the appraiser.

If the reviewer is unable to approve the appraisal or cannot develop an adequately supported alternate opinion, the reviewer must request an additional appraisal of the parcel in question.

- f. Complete a form similar to Appendix Item 14, allocating compensation between appropriate elements and parties, date and sign such document, thereby establishing and/or approving an amount, in dollars, which in the opinion of the reviewer represents the estimate of value or Just Compensation.

C. ESTIMATE OF JUST COMPENSATION AND CERTIFICATE OF REVIEW APPRAISER

Upon completion of review of Value Finding and Standard Format appraisal reports, and any necessary correction or modifications to the appraisal report, the review appraiser shall indicate the approved amount established as just compensation and sign the review appraiser's certification (Appendix Item 14).

LPA APPRAISAL REVIEW AND APPROVAL OF JUST COMPENSATION FORM

A. Owners of Record: _____

B. Appraisal Inspection:

The attached appraisal report does:

Yes No N/A

- Adhere to the Terms and Format required by the appraisal contract or assignment.
- Correspond to the design plan with regard to area owned.
- Correspond to the design plan with regard to rights and land area to be acquired.
- Reflect correct mathematical computations.
- Correspond to other authorized appraisal in regard to factual data, if applicable.
- Contain or refer to appropriate number of comparable sales, using completed Form Appendix 10A/ 10B.
- Contain or refer to data and exhibits as required by the appropriate instructions, including:
 - Photographs of areas acquired and damaged, as well as affected building and land improvements.
 - Floor plans of affected or acquired improvements.
 - Site plan showing perimeter boundaries and location of improvements thereon.
 - Plot plan showing acquisition, and location of acquired or affected buildings and land improvements.
 - Identification block on Plot Plan showing Parcel number, Areas acquired, and Remainders.

B. Remarks: If any item marked "no" above, explain. Attach additional sheets if necessary.

C. Appraised Compensation: \$ _____ by _____

D. Approved Compensation: \$ _____

E. Distribution of Approved Compensation:

1. Amount of Line D Payable to Fee Holder(s): \$ _____

a. Payment for Land and Minor Improvements Thereto: \$ _____

b. Item, contributory value and salvage value of major improvements within right of way and/or easement areas:

Item	Salvage Value	Contributory Value	
_____	\$ _____	\$ _____	
_____	\$ _____	\$ _____	
_____	\$ _____	\$ _____	
Totals	\$ _____		\$ _____

c. Total Land and Major Improvements: \$ _____

d. Damages to Remainder including permanent and temporary easements but excluding losses to tenant-owned improvements: \$ _____

e. Total Value or Compensation to Fee Holder(s): \$ _____

2. Amount of Line D attributable to value of, or losses to tenant-owned buildings, structures, or improvements:

Item/owner	Contributory Value	Removal Value	Damage	Leasehold Value	Salvage Value
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Total money due someone other than fee holder: \$ _____

F. Value of Entirety for Purpose of Prorating Realty Taxes: \$ _____

- 1. Value of fee interest \$ _____
- 2. Value of tenant interest \$ _____

G. Value of Uneconomic Remnant(s): \$ _____

H. Comments and/or Comparison with Previously Submitted Appraisals:

Appraisal Approved as Submitted []

Appraisal is approved subject to the Following Comments []

CERTIFICATION:

The Reviewer certifies that, to the best of his/her knowledge and belief: the facts and data reported by the review appraiser and used in the review process are true and correct; the analysis, opinions, and conclusions in this review report are limited only by the Contingent and Limiting Conditions utilized by the appraiser, unless additional contingent and limiting conditions are stated herein, and are his/her personal, unbiased professional analyses, opinions and conclusions; he/she has no direct or indirect present or contemplated future personal interest in the subject realty, or in any benefit from its acquisition; and he/she has no personal interest or bias with respect to the parties involved; his/her compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this review report; his/her analyses, opinions, and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice; he/she has field-inspected the subject realty, as well as the comparable sales and/or leases considered by the appraiser(s), unless otherwise indicated in the comments section; his/her determinations have been reached independently; he/she has disregarded any increase or decrease in the fair market value of this property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than any loss in value due to physical deterioration within the reasonable control of the owner(s); the amount of approved compensation includes all compensable items as authorized by State and Federal laws.

Signature of Reviewer _____ Date _____

Agency: _____
 Route or Project: _____
 Federal Project No.: _____
 Parcel No.: _____

Approved Negotiators - Statewide

6/17/2004

Name: Ammar Karen S. 314-436-2296
Address O.R. Colan Associates 3115 S. Grand Blvd. Suite 3 St. Louis MO 63118

High School College Degree: B.S. Psychology Sales Licence Broker License

Professional Memberships: IRWA Professional Designations:

Eminent Domain Negotiation Experience: Florida, Cleveland; Negotiations and Relocation

Specialty Negotiation Experience: Airport acquisition

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Amrein John T 913-441-8441
Address Land Company Real Estat 14799 Woodend Bonner Springs KS 66012

High School College Degree: Political Science Sales Licence Broker License

Professional Memberships: Professional Designations:

Eminent Domain Negotiation Experience: Attends all eminent domain proceedings and very active in the acquisition

Specialty Negotiation Experience: Specializes in all types of Real Estate Negotiations even airspace rights of airport

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Bailey Don N. 405-528-5676
Address Coates Field Service, Inc. P.O. Box 25277 Oklahoma City OK 63125

High School College Degree: Yes Sales Licence Broker License

Professional Memberships: None Professional Designations: None

Eminent Domain Negotiation Experience: Pacific Gas & Electric Co.; Brown & Root, Inc.; AT&T Communications; Ar

Specialty Negotiation Experience: Crude Oil line; R/W acquisitions; Fiber Optic Anaheim Calif. To Texas.

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Baker Timothy D 314-729-4100
Address EFK Moen, LLC 13019 Manchester Rd. St. Louis Mo 63131

High School College Degree: Yes Sales Licence Broker License

Professional Memberships: Amer/Soc.of Civil Engine Professional Designations:

Eminent Domain Negotiation Experience:

Specialty Negotiation Experience: Road improvement projects, Commission hearing, testimony for condemnation tri

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

MoDOT assumes no responsibility for the work performed by any of these negotiators and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform negotiation services.

Approved Negotiators - Statewide

6/17/2004

Name: Beck Chuck F. 636-916-1805
Address Landquisitions, Inc. P.O. Box 481 St. Peters Mo 63376
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience: Leases for Telecommunication (wireless) Towers
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Bennett Craig L. 816-746-9727
Address Right of Way Associates 8516 Sagamore Road Leawood KS 66206
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Bowling Colette M 314-721-1676
Address Urban Planning & Develop 4709 Delmar Blvd. St. Louis Mo 63130
 High School College Degree: 2-years Sales Licence Broker License
Professional Memberships: Real Estate License Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Bridger James G 417-887-9557
Address O.R. Colan & Associates, I 3115 S. Grand Blvd. Suite 3 St. Louis MO 63118
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Mobile Home, Single Family Residential, Business, and Light Industrial.
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Brown Elisha 314-367-4648
Address Urban Planning & Devel. C 4709 Delmar Blvd. St. Louis MO 63108
 High School College Degree: BS Sales Licence Broker License
Professional Memberships: Realtors Professional Designations:
Eminent Domain Negotiation Experience: Negotiation and Relocation
Specialty Negotiation Experience: Founded Urban Planning Development Corp. In 1967.
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Brown Gail A 314-367-4648
Address Urban Planning & Devel. C 4709 Delmar Blvd. St. Louis MO 63108
 High School College Degree: MBA Sales Licence Broker License
Professional Memberships: None Professional Designations:
Eminent Domain Negotiation Experience: St. Louis International Airport; O.R. Colan; HUD
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Choinka John J. 636-240-2444
Address George Butler Associates, 225 S. Main, Ste 200 O'Fallon MO 63366-2892
 High School College Degree: BA-1986 Sales Licence Broker License
Professional Memberships: American Society of Civil Professional Designations:
Eminent Domain Negotiation Experience: City of O'Fallon; City of St. Peters.
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Cleary Kevin C. 636-240-2444
Address George Butler Associates, 225 S. Main Street Suite 200 O'Fallon MO 63366
 High School College Degree: B.A. Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Acquired right of way, easements, and dealt with relocations (on full take
Specialty Negotiation Experience: Dealt primarily with single family residences, also negotiated on agricultural and c
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Counts William J 314-551-5192
Address O.R. Colan Associates, Inc 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: B.S. Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: City of St. Louis, City of Ballwin
Specialty Negotiation Experience: Airport Expansion
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: DeLay Ron G. 816-633-4630
Address 336 E. Phillips St. Odessa Mo 64076
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: 33 years experience with MoDOT - Chief Negotiator
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Donoho Arthur A. 913-814-7800
Address Donoho Appraisals P.O. Box 26686 Shawnee Mission KS 66225
 High School College Degree: No Sales Licence Broker License
Professional Memberships: SR/WA - IRWA Professional Designations: MAI-Appraisal Institute
Eminent Domain Negotiation Experience: He negotiates for right of way for utilities, cities, counties, etc. This includ
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Duran Cipriano R 314-239-4606
Address Landquisitions, Inc. P.O. Box 481 St. Peters Mo 63376
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience: Right of way easements-10 years
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Ellis III George J 816-220-0829
Address 2204 S.W. Park Ave. Blue Springs Mo 64015
 High School College Degree: BS Chem Sales Licence Broker License
Professional Memberships: None Professional Designations: None
Eminent Domain Negotiation Experience: MoDOT
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Endsley-Burge Charlene 405-528-5676
Address Coates Field Service, Inc. P.O. Box 25277 Oklahoma City OK 63125
 High School College Degree: MBA 1984 Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Oklahoma D.O.T. Negotiations and Relocation; S W Bell, GTE, K. D. O.T
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Farnbach Carmen R 405-706-5571
Address Carmen Farnbach R/W Co 4720 NW 59th. St. Oklahoma City OK 73122
 High School College Degree: No Sales Licence Broker License
Professional Memberships: Professional Designations: SR/WA*
Eminent Domain Negotiation Experience: OK Gas & Electric Co., Easton Land Services, Duke Energy, Trans. Ame
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Faust Brian D 636-949-0670
Address 37 Buckingham Pl. St. Charles MO 63301
 High School College Degree: BSBA Sales Licence Broker License
Professional Memberships: NAIFA Professional Designations: IFAS
Eminent Domain Negotiation Experience: City of St. Charles Public Works.
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Ferguson Michael E 918-583-4211
Address R/W Acquisitions Associat 1611 South Utica #202 Tulsa OK 74101
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: IRWA Professional Designations: SR/WA candidate
Eminent Domain Negotiation Experience: State DOT's, LPA's; North Carolina, Kansas & Tulsa
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Ferguson David L 770-331-7111
Address R/W Acquisition Associate 1611 South Utica #202 Tulsa OK 74104
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Virginia DOT
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Ferguson Robert L 918-242-3491
Address R/W Acquisition Associate 1611 south Utica #202 Tulsa OK 74104
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Oklahoma, Kansas, Tennessee, virginia, No. Carolina
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Foster-Sanford Alicia 314-367-4648
Address Urban Planning & Devel. C 4709 Delmar Blvd. St. Louis Mo 63108
 High School College Degree: BS Sales Licence Broker License
Professional Memberships: St. L. Assoc. of Realtors Professional Designations:
Eminent Domain Negotiation Experience: Negotiations and Relocation services.
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Fredlund Kent 816-478-9666
Address Smith & Smith Appraisal C 4230 Phelps, Ste J Independence Mo 64055
 High School College Degree: BBA Sales Licence Broker License
Professional Memberships: Professional Designations: Certified Appraiser # RA002017
Eminent Domain Negotiation Experience: None
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Gossett Benjamin J. 314-645-9992
Address CLG Enterprises 7750 Clayton Rd. #311 St. Louis Mo 63117
 High School College Degree: Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: City of Overland, City of Maryland Heights
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Gossett Matthew 314-645-9992
Address CLG Enterprises, Inc. 7750 Clayton Rd. #311 St. Louis Mo 63117
 High School College Degree: None Sales Licence Broker License
Professional Memberships: Mo. RE Broker, IRWA Professional Designations:
Eminent Domain Negotiation Experience: MoDOT - Relocation for Metrolink Relocation and Negotiation; Lambert A
Specialty Negotiation Experience: Metrolink, Lambert Airport
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Gossett Carol L. 314-645-9992
Address CLG Enterprises, Inc. 7750 Clayton Rd. #311 St. Louis MO 63117
 High School College Degree: BS Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: 1. City of Maryland Hgts-acquire land for all roads and municipal building
Specialty Negotiation Experience: 1. Municipal assembly of property related to road and structure projects 2. Assem
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Gray Lonnie L. 606-647-2357
Address 304 Oak Windsor Mo 65360
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: None Professional Designations:
Eminent Domain Negotiation Experience: MoDot/ consider deed writing
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Hagins Angela L. 314-436-2296
Address O.R. Colan Associates 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: B.S. Sales Licence Broker License
Professional Memberships: IRWA; Airport Minority Ad Professional Designations:
Eminent Domain Negotiation Experience: Tennessee; Missouri - Negotiations and Relocations
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Hahn Joseph E 314-367-4648
Address Urban Planning & Devel. C 4709 Delmar Blvd. St. Louis Mo 63108
 High School College Degree: BS/BA Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: MoDot; Cellular Now, Inc.; Sprint PCS
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Heerssen Harvey 281-855-7762
Address 6107 Abertson Forest Dr. Houston Tx 77084
 High School College Degree: yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: None
Specialty Negotiation Experience: 31 years in real estate negotiations
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Hennessy Edward J. 816-364-2898
Address 2723 Francis St. St. Joseph Mo 64501
 High School College Degree: BA Sales Licence Broker License
Professional Memberships: RE License - 1999001767 Professional Designations:
Eminent Domain Negotiation Experience: MoDOT
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Hernandez Sara M 314-303-4816
Address O.R. Colan Associates, Inc 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: B.A. Sales Licence Broker License
Professional Memberships: IRWA Gateway Chapter 3 Professional Designations:
Eminent Domain Negotiation Experience: Assistes legal counsel in preparations for condemnation hearings before j
Specialty Negotiation Experience: Single family residences, mobile homes, multi-family properties, and partial takes
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Hilson Christopher M 636-926-7272
Address O.R. Colan Associates, Inc 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: BA-Business Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: City of St. Louis, Jefferson County Dept. of Public Works
Specialty Negotiation Experience: Airport Expansion
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Hudson Edna 816-373-2567
Address 17011 E. 31St. Terrace Independence Mo 64055
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Johnson Gerald 314-758-4828
Address Urban Planning & Develop 4709 Delmar St. Louis Mo 63108
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: MoDot
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Johnson Ricky D. 816-279-8546
Address 3037 Cronkite St. Joseph Mo 64506
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: MoDOT
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Jones Milo 641-872-2908
Address Schultz Engineering Servic 4800 W. Blvd. Poplar Bluff Mo 63901
 High School College Degree: Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Approximately 5%
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Jordan Daniel M. 636-946-6189
Address Real Estate Consulting & A PO Box 1465 St. Charles Mo 63320
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: St. Charles County
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Kaniecki Jennifer M 314-621-4373
Address Development Resource Gr 200 N. Broadway St. Louis Mo 63102
 High School College Degree: MA Sales Licence Broker License
Professional Memberships: RE License 1999073077 Professional Designations: None
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Knobbe Daryl G. 314-436-2296
Address O.R. Colan Associates 3115 S. Grand Blvd. Suite 3 St. Louis MO 63118
 High School College Degree: B.A. Journalism Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: MoDot; Idaho Dept. Of Trans. Federal Emergency Management; FHWA.
Specialty Negotiation Experience: Scott Joint-Use Airport; Florida DOT; Cleveland-Hopkins Inter. Airport; Denver Air
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Kuzniakowski Joe Z. 816-373-9629
Address Construction Aid Services 14821 E. 44th Street Independence MO 64055
 High School College Degree: BSCE Sales Licence Broker License
Professional Memberships: IRWA - Negotiations Professional Designations: B.C. Professional Engineer
Eminent Domain Negotiation Experience: 2 projects 13 parcels 1995-1996
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Labuck Gregory P 816-678-5169
Address Independent Contractor 6612 NE 48th. St. Kansas City Mo 64119
 High School College Degree: Sales Licence Broker License
Professional Memberships: IRWA, - Broker License Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Labuck Marilyn P 816-678-5169
Address Independent Contractor 6612 NE 48th. St. Kansas City Mo 64119
 High School College Degree: Sales Licence Broker License
Professional Memberships: Broker License Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Madison Sonya M 314-758-4816
Address Urban Planning & Develop 4709 Delmar Blvd. St. Louis Mo 63136
 High School College Degree: BA Sales Licence Broker License
Professional Memberships: Real Estate License Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Mann Philip W. 248-642-5661
Address 1250 Trailside Blvd. Wixom Mi 48393
 High School College Degree: General Sales Licence Broker License
Professional Memberships: Mo. State Bar License Professional Designations:
Eminent Domain Negotiation Experience: Michigan DOT
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Marshall Douglas A 314-621-4373
Address Development Resource Gr 200 N. Broadway St. Louis Mo 63102
 High School College Degree: BA Sales Licence Broker License
Professional Memberships: RE License 1999073009 Professional Designations: None
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

MoDOT assumes no responsibility for the work performed by any of these negotiators and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform negotiation services.

Approved Negotiators - Statewide

6/17/2004

Name: Merryman Robert N. 314-436-2296
Address O.R. Colan Associates 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: B.S. Business Adm Sales Licence Broker License
Professional Memberships: IRWA, Professional Designations: Certified Appraiser Residential
Eminent Domain Negotiation Experience: Missouri D.O.T., Illinois; Tennessee; Kansas.
Specialty Negotiation Experience: Appraisal & Appraisal Review, Relocation,
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Metts Leslie A 314-363-6829
Address O.R. Colan Associates 3115 S. Grand Blvd. Suite 3 St. Louis MO 63118
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Negotiates eminent domain acquisitions then the entire process in the St.
Specialty Negotiation Experience: Single and multi family residential total acquisition and relocation, partial land acq
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Miller Ethel M. 314-367-4648
Address Urban Planning & Devel. C 4709 Delmar Blvd. St. Louis Mo 63108
 High School College Degree: Non-degree Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Relocation; and Negotiation
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Mullins Herbert H. 314-367-4648
Address Urban Planning & Devel. C 4709 Delmar Blvd. St. Louis Mo 63108
 High School College Degree: B.S. Sales Licence Broker License
Professional Memberships: Missouri Realtors Assoc. Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

MoDOT assumes no responsibility for the work performed by any of these negotiators and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform negotiation services.

Approved Negotiators - Statewide

6/17/2004

Name: Netzeband Susan E. 314-551-5141
Address O.R. Colan Associates 3115 South Grand, Suite300 St. Louis Mo 63118
 High School College Degree: Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Lambert Airport, St. Louis Sewer Dist.,
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Opstein Edward D 515-243-3570
Address Universal Field Services, I P.O. Box 35756 Des Moines IA 50315-0303
 High School College Degree: Masters Sales Licence Broker License
Professional Memberships: IRWA Professional Designations: SR/WA
Eminent Domain Negotiation Experience: Fee and easement acquisitions, flood control, economic development, Fe
Specialty Negotiation Experience: contracts for development needs in Europe & Africe
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Orr Alan E. 314-842-6164
Address 13704 La Malone Ct. St. Louis MO 63128
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Patton Roger D. 913-339-9665
Address Right of Way Assoc. 8516 Sagamore Road Leawood KS 66206
 High School College Degree: 2-years Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Kansas and Missouri
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

MoDOT assumes no responsibility for the work performed by any of these negotiators and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform negotiation services.

Approved Negotiators - Statewide

6/17/2004

Name: Payne Michael G 314-838-9246
Address 1875 Flordawn Dr. Florissant Mo 63031
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Residential and Commercial
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Peck Helen C. 303-623-6112
Address H.C. Peck & Assoc., Inc. 1624 Market St., Suite 205 Denver Co 80202
 High School College Degree: 2 years Sales Licence Broker License
Professional Memberships: IRWA; Amer. Assoc. of P Professional Designations:
Eminent Domain Negotiation Experience: AT&T; Idaho; Montana; New Mexico; Oklahoma; Colorado; Kansas and,
Specialty Negotiation Experience: Expert Testimony; Business Relocation; Negotiations;
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Pierce Richard A 314-409-4900
Address Landquisitions, Inc. P.O. Box 481 St. Peters Mo 63376
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Eminent Domain for Power Transmission Lines
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Relling-Knobbe Jill C 314-436-2296
Address O.R. Colan Assoc. 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Bi-State Dev.; FEMA; Lamber St. Louis Airport; Cleveland Hopkins Intern
Specialty Negotiation Experience: Airport Negotiations; Grave Relocations
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

MoDOT assumes no responsibility for the work performed by any of these negotiators and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform negotiation services.

Approved Negotiators - Statewide

6/17/2004

Name: Roberts Susan 913-795-2301
Address Phoenix Land & Title Servi 501B Main, P.O. Box 147 Mound City Ks 66056
 High School College Degree: Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: Western Resources, SW Bell, Kansas Pipeline, Williams Natural Gas
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Robison Ashleigh J 636-379-9460
Address O.R. Colan Associates, Inc 3115 S. Grand Blvd. Suite 3 St. Louis MO 63118
 High School College Degree: B.S. Marketing Sales Licence Broker License
Professional Memberships: IRWA Chapter 37 Educati Professional Designations:
Eminent Domain Negotiation Experience: All projects worked on were eminent domain acquisitions. These include
Specialty Negotiation Experience: The majority of my experience involves negotiating total takes of residential real e
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Root Darryl L. 314-436-2298
Address O.R. Colan Assoc. 3115 S. Grand Blvd. Suite 3 St. Louis Mo 63118
 High School College Degree: B.A. Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: MoDot; City of Ballwin; Negotiations
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Saysay Min V 314-993-6452
Address Real Estate Directions-Sid 11 Ladue Meadows St. Louis Mo 63141
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Attorney at Law Professional Designations:
Eminent Domain Negotiation Experience: MoDot-Eminent Domain
Specialty Negotiation Experience: Metrolink Mo. & Ill.
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Schildz Laura A. 636-947-3600
Address Law Office of Kenneth P. C 1116 First Capitol Dr. St. Charles MO 63301
 High School College Degree: B.A. Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: All of my negotiation experience is related to eminent domain acquisitions
Specialty Negotiation Experience: None
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Schulte Kurt K 314-621-4373
Address Development Resource Gr 200 N. Broadway St. Louis Mo 63102
 High School College Degree: BA Sales Licence Broker License
Professional Memberships: RE License 1999124804 Professional Designations: None
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Shewmaker Rodney L 573-686-0806
Address Schultz Engineering Servic 4800 W. Blvd. Poplar Bluff Mo 63901
 High School College Degree: No Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Skeens William A. 913-451-1451
Address Law Office of Allen Skeens 10990 Quivira Rd, #100 Overland Park KS 66210
 High School College Degree: B.G.S. Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Has performed negotiation and acquisition services for numerous road wi
Specialty Negotiation Experience: Has specialized in negotiation for acquisition of easements as well as fee takings
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

MoDOT assumes no responsibility for the work performed by any of these negotiators and makes no recommendation as to the quality of their work, only that they have met our established minimum qualifications to perform negotiation services.

Approved Negotiators - Statewide

6/17/2004

Name: Smith Greg 816-478-9666
Address Smith & Smith Appraisal C 4230 S. Phelps, Ste. J Independence Mo 64055
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations: Certified Appraiser # RA002637
Eminent Domain Negotiation Experience: None
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Smith Jennifer M 314-367-4648
Address Urban Plan/& Devel. Corp. 4709 Delmar Blvd. St. Louis MO 63108
 High School College Degree: B.S. Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: St. Louis, Florida
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Smith Mark A. 816-478-9666
Address Smith & Smith Appraisal C 4230 S. Phelps, Ste J Independence Mo 64055
 High School College Degree: B.S. Sales Licence Broker License
Professional Memberships: Appraisal Institute; KC R Professional Designations: Certified App.
Eminent Domain Negotiation Experience: Limited
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Smothers Jacqueline 314-727-9125
Address Urban Planning & Develop 4709 Delmar Blvd. St. Louis Mo 63133
 High School College Degree: BSSW Sales Licence Broker License
Professional Memberships: Real Estate License Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Sullivan Dorse L. 573-785-9494
Address Schultz Engineering Servic 4800 West Blvd. Poplar Bluff MO 63901
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Most all of our work was subject to eminent domain proceedings if neces
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Tanksley Richard B. 913-795-2301
Address Phoenix Land & Title Servi 501B Main, P.O. Box 147 Mound City KS 66056
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: City of Kansas City;
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Tormohlen Edward M. 303-623-6112
Address H.C. Peck & Assoc., Inc. 1624 Market St., Suite 205 Denver Co 80202
 High School College Degree: 1964 Sales Licence Broker License
Professional Memberships: ASHTO, IRWA Professional Designations: Reg. Eng., PE License; Land S
Eminent Domain Negotiation Experience: Colorado DOT
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Ventola Nicholas A. 913-236-4700
Address Nunnink & Associates, Inc. 1901 West 47th. Place, Suite Westwood KS 66205-1834
 High School College Degree: B.A. Sales Licence Broker License
Professional Memberships: IRWA, Nat. Assoc of Real Professional Designations:
Eminent Domain Negotiation Experience: Unified Gov. of Wyandotte Co. Ks., City of Kansas City Const. Easement
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Williams Jason L. 314-645-9992
Address CLG Enterprises 7750 Clayton Rd. Richmond Heights Mo 63117
 High School College Degree: 2 years Sales Licence Broker License
Professional Memberships: IRWA Professional Designations:
Eminent Domain Negotiation Experience: City of St. Louis, City of Pacific, City of Lake St. Louis
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Wilson Clara 314-367-4648
Address Urban Plan/& Devel. Corp. 4709 Delmar Blvd. St. Louis MO 63108
 High School College Degree: Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience: Mostly in Relocation
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Wurtz Joseph N. 913-795-2301
Address Phoenix Land & Title Servi 501B Main P.O. Box 147 Mound City KS 66056
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: IRWA Professional Designations: SR/WA
Eminent Domain Negotiation Experience: AT&T, SW/Bell, Western Res. & Williams Nat/Gas
Specialty Negotiation Experience:
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

Name: Yarbrough Paul J 314-239-4972
Address Landquisitions, Inc. P.O. Box 481 St. Peters Mo 63376
 High School College Degree: Yes Sales Licence Broker License
Professional Memberships: Professional Designations:
Eminent Domain Negotiation Experience:
Specialty Negotiation Experience: Commercial, Residential, and Telecommunications acquisitions easement or R/W
 D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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Approved Negotiators - Statewide

6/17/2004

Name: Zeller William J. 785-485-2260
Address Midwest Land Acquisition, 6916 SW 33 Street Topeka KS 66614

High School College Degree: BA Sales Licence Broker License

Professional Memberships: Professional Designations:

Eminent Domain Negotiation Experience:

Specialty Negotiation Experience: Partial acquisition for highway right of way from agricultural land, residential, and

D-1 D-2 D-3 D-4 D-5 D-6 D-7 D-8 D-9 D-10 All Districts

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NEGOTIATOR'S REPORT

County _____
Fed. Project _____
Bridge No. _____
Parcel No. _____

Owner's Name and Addresses: _____

Owner's Taxpayer Identification Number: _____ Phone: _____

Owner's Representative Name and Addresses: _____
_____ Phone: _____

Tenant's Names and Addresses: _____
_____ Phone: _____

Deeds of Trust: _____

Approved Offer: _____ Right of Way Donated: _____
Special agreements, administrative settlement, if any (documentation attached)

Brief narrative of items discussed by negotiator with owner and/or parties for each contact and the dates these negotiations were done. Also, please state the date the owner was presented with the deed, waiver of just compensation or letter of offer, site plan and brochure. Comments should be documented within a reasonable time after each contact.

Date: _____ Persons present: _____

Signed: _____ Date _____
Negotiator

SAMPLE

**ADMINISTRATIVE SETTLEMENT
MEMO TO FILE**

DATE:

SUBJECT: Administrative Settlement
Right of Way
Project : _____
Federal Project Number : _____
Parcel No.: _____
Owner's Name : _____

Negotiations for acquisition of this project are nearing completion and it is obvious the owners will not convey the necessary right of way for the approved amount of \$_____.

The owner's counter offers reflected the following concerns:

As indicated in the negotiator's report, it appears that the owner (s) is/are willing to settle on this tract for the amount of \$_____.

The following factors are considered to be justification for this proposed settlement. (Possible testimony by opposition, cost of condemnation, time restraints, property appraisals, recent court awards and estimated trial cost.)

Attach jury verdict of similar taking and state results if available.

State terms of settlement being approved.

Approved by: (must be an Agency Official)

Title



MISSOURI DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DIVISION
PRORATA REAL ESTATE TAX CLAIM

REMEMBER: Claims must be made within six months after the city or county tax delinquent date. Delinquent tax payments are not reimbursable.

JOB NUMBER

COUNTY	ROUTE	PARCEL	FEDERAL NUMBER
OWNER (S)			DATE OF CLAIM

OWNER'S CURRENT ADDRESS

ATTACHED HERETO ARE COPIES OF PAID TAX RECEIPTS
FOR COMPUTATION OF A PRORATA TAX CLAIM

OWNER'S CERTIFICATION

The undersigned certifies paid tax receipts submitted herewith have been examined and are true, correct, and complete, and understand falsification of any information submitted herewith may result in forfeiture of the entire claim.

OWNER'S SIGNATURE (S)



TO BE COMPUTED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION

If **Entire Taking** is involved, complete lines 1 through 7 and 10. If **Partial Taking** is involved, complete lines 1 through 10.

1. Total city real estate tax paid for year on property owned.			\$
2. Total county real estate tax paid for year on property owned.			\$
3. Total current real estate tax paid on property owned.			\$
4. Date R/W payment was delivered to owner or escrow agent or the date the Commissioners' Award paid into court.		DATE	
5. Total number of full months remaining in current year after payment made.		MONTHS	
6. Total taxes paid (line 3)		\$	divided by 12 = \$
7. Total from line 6	\$	X number of months remaining in year (line 5)	= \$
8. Percentage of total tax payment applicable to R/W acquired by State		%	
9. Total from line 7	\$	X percentage as shown on line 8	% = \$
10. Total due from line 7 or 9 (whichever is applicable). If amount is less than \$1.00, no payment will be made.			\$

COMPUTED BY	DATE
-------------	------

TO BE COMPLETED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION

PAYABLE TO

ADDRESS

AMOUNT

\$

TO BE COMPLETED BY THE DISTRICT RIGHT OF WAY UNIT

TO BE COMPLETED BY THE BBS DIVISION

LINE	FIXED ASSET	QUANTITY	FUND	AGENCY	ORG.	APPR. UNIT
01						
02						
LINE	OBJECT	SUB-OBJ	ACTIVITY	FUNCTION	AMOUNT	
01						
02						
LINE	PROJECT/JOB NO. REPORTING CATEGORY	COMMODITY CODE				
01						
02						

- Name of Payee is same as on document
- Distribution on code block is correct
- Document is certified
- Amount is same as on document
- Parcel number entered to PVQ document

CHECKED BY

TO BE COMPLETED BY DISTRICT R/W UNIT

Date department made payment to owner or escrow agent--whichever was first _____

- Paid tax receipts were attached to claim
- Computations on claim are correct

PREPARER'S CERTIFICATION

The total sum of \$ _____ is approved for payment under this claim. I certify the above information has been checked against this district's records and it is a just and correct payment. I further certify I have no direct or indirect present or contemplated personal interest in the transaction and I will not derive any benefit from the payment of the above claim.

 SIGNATURE	TITLE	DATE
---	-------	------

THIS CLAIM IS NOT APPROVED FOR PAYMENT FOR THE FOLLOWING REASONS

 SIGNATURE	TITLE	DATE
---	-------	------

I CONCUR	DISTRICT R/W MANAGER	DATE
----------	----------------------	------

DEFENDANT'S APPRAISALS, IF KNOWN:

NAME	DATE	BEFORE VALUE	AFTER VALUE	DAMAGES
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

DESCRIPTION OF PROPERTY:

Total land area before take: _____

Total land area after take: _____

Total R/W Taken: _____

Total easements type & area taken: _____

Limited access taken: _____ Yes _____ No

Best description of property before taking in appraisal of
 _____ at pp. _____.

Best description of property after taking in appraisal of
 _____ at pp. _____.

ANTICIPATED COST OF TRIAL:

Attorney Expenses:

Est. hours _____ x hourly rate \$ _____ = \$ _____

(Agency expert witness expenses:

Est. hours (pretrial) _____ x hourly rate \$ _____ = \$ _____

Est. hours (trial) _____ x hourly rate \$ _____ = \$ _____

Deposition expenses (not included above):

Witness fees \$ _____ + cost of deposition \$ _____ = \$ _____

Other expenses:

_____ = \$ _____
 _____ = \$ _____
 _____ = \$ _____

RECENT TRIAL RESULTS IN THE COUNTY:

Master	Exc.	Comm. H/A	J/V (Date)	% of J/V Over Our H/A

WHY SHOULD SETTLEMENT BE ACCEPTED/REJECTED: _____

PRIOR VERBAL APPROVAL OF RECOMMENDATION RECEIVED FROM:

_____ ON _____, 19 _____.

Submitted by:

Agency Counsel

Title

Date _____

Approved:

_____ Date _____

District Counsel

District Counsel may approve the Legal Settlement by signing this document or attaching correspondence.

IN THE CIRCUIT COURT OF _____
STATE OF MISSOURI

(AGENCY'S NAME))	County _____
)	
Plaintiff)	Project No. _____
)	
vs.)	Bridge No. _____
)	
Master _____)	Tract No. _____
)	
Exc. of _____)	Case No. _____
)	
Defendant)	Division No. _____

TRIAL REPORT

(AGENCY) COUNSEL: _____

(1st Chair)

(2nd Chair)

OPPOSING COUNSEL: _____ JUDGE: _____

APPROVED OFFER: \$ _____ Date _____

COMMISSIONERS' AWARD: \$ _____ Date Paid _____

JURY VERDICT: \$ _____ Date: _____

DATE TRIAL COMMENCED: _____ LENGTH OF TRIAL _____

AMOUNT OF ADDITIONAL PAYMENT: \$ _____

AMOUNT OF REFUND:

Principle - \$ _____

Pre-judgment Interest - \$ _____

Total: \$ _____

DEFENDANT'S EVIDENCE:

NAME	DATE	BEFORE VALUE	AFTER VALUE	DAMAGES
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

AGENCY'S EVIDENCE:

NAME	DATE	BEFORE VALUE	AFTER VALUE	DAMAGES

DESCRIPTION OF PROPERTY:

Total land area before take: _____

Total land area after take: _____

Total R/W Taken: _____

Total easements type & area taken: _____

Limited access taken: _____ Yes _____ No

Best description of property before taking in appraisal of _____ at pp. _____.

Best description of property after taking in appraisal of _____ at pp. _____.

BRIEF STATEMENT EXPLAINING SUBSTANTIAL VARIANCES BETWEEN ORIGINAL OFFER AND PLAINTIFF'S TESTIMONY.

BRIEF SUMMARY OF MAJOR ISSUES IN CASE:

ERROR IN CASE: YES _____ NO _____

MOTION FOR NEW TRIAL RECOMMENDED? YES _____ NO _____

APPEAL RECOMMENDED: YES _____ NO _____

If yes, specify issues to be raised on appeal.

_____ Date _____

District Counsel

RIGHT OF WAY CLEARANCE CERTIFICATION STATEMENT
SAMPLE LETTER
(USE AGENCY LETTERHEAD)

DATE:

TO: District Right of Way Manager

FROM: Name, Title, Agency

SUBJECT: *Each certification must contain the following:
(Explained in Section X of this manual, if needed)*

Right of Way	
Clearance Certification	
_____	Date and Type Environmental Clearance
_____	Entire Project or Portion
_____	City and/or County,
_____	Road or Project Number
_____	Federal Job No.
_____	Termini of the Entire right of Way Project
_____	Termini of the Portion of Project Being Cleared
_____	Construction Job Number and Termini

The above referenced city/county certifies the following: (Make all of the statements depending upon type of acquisitions involved for project.)

- _____ A. Right of Way Required - No Personal Property Moved - No Relocation Assistance Required
1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with the Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. The steps relative to relocation advisory assistance and payments were not required.
- _____ B. Right of Way Required - Personal Property Moved - No Occupied Improvements Acquired
1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. Steps relative to relocation advisory assistance and payments as required by 49 CFR, Part 24 have been taken (personal property moved only).

- _____ C. Right of Way Required - Personal Property Moved - Occupied Improvements Acquired
1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. Steps relative to relocation advisory assistance and payments as required by 49 CFR, Part 24 have been taken.
 4. All individuals and families have been relocated to or offered equivalent decent, safe and sanitary housing in accordance with 49 CFR, Part 24.

There were _____ parcels on this project that required the acquisition of right of way, easements and/or access rights.

There were _____ parcels acquired by free deed.

There were _____ parcels that were voided and not appraised within the numeric beginning and ending parcel numbers as indicated on the right of way plans.

There were _____ parcels that were appraised and subsequently voided and not acquired.

There were _____ parcels that were deleted from the project, if any.

There were _____ parcels that were acquired by condemnation.

There was \$ _____ spent in Right of Way Acquisition. (Cost of land and improvements only.)

**REQUIRED DATA TO BE SUBMITTED TO DIVISION OF RIGHT OF WAY
WITH CLEARANCE CERTIFICATION
(STATE)**

Attach the above information provided by the agency and also indicate whether state personnel or local agency personnel acquired the necessary right of way. If local agency acquired, attach a copy of the district's monitoring report indicating that the acquisition was in compliance with department and Federal Highway Administration policies and procedures for acquisition and relocation assistance. The monitor checklists are included in the Local Public Agency Manual.

CCO FORM: RW16
 Approved: 12/92 (TLP)
 Revised: 1/00 (RMH)
 Modified:

Route _____
 County _____
 Project _____
 Parcel _____

PROPOSAL FOR APPRAISAL WORK

(1) RECEIPT OF SEALED BIDS: The Missouri Highways and Transportation Commission ("Commission") is receiving sealed proposals for right-of-way appraisal work until _____, local time, on the _____ day of _____, 20____, at which time the proposals will be opened and publicly announced to those in attendance.

(2) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the _____ agrees as follows:

(A) Civil Rights Statutes: The _____ shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*) In addition, if the _____ is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act."

(B) Executive Order: The _____ shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order, which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the _____ or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The _____ shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The _____ shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The _____ shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the _____. These apply to all solicitations either by competitive bidding or negotiation made by the _____ for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the _____ of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The _____ shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the _____ is in the exclusive possession of another who fails or refuses to furnish this information, the _____ shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the _____ fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the _____ complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The _____ shall include the provisions of paragraph ____ of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The _____ will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the _____ becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the _____ may request the United States to enter into such litigation to protect the interests of the United States.

(3) INCORPORATION BY REFERENCE: The following documents are incorporated by reference into this proposal: Instructions for Preparing Appraisals, Value Finding Appraisal Format.

(4) PERFORMANCE OF CONTRACT: The appraisal contract shall be executed and the specified proposal work shall be completed within _____ days of the date of the appraisal contract.

(5) PERSONAL SERVICES: This proposal is for the personal services of the undersigned, who shall perform the valuation service, execute the appraisal documents and if necessary, testify in any condemnation action.

(6) RIGHT TO REJECT ALL PROPOSALS: The Commission reserves the right to reject any and all proposals.

Tract No.	Format	Approach(es)	Before/After	Fee Y or N
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See Attachment A for Additional Descriptions

(7) INDEMNIFICATION: The _____ shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the _____ on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the _____ performance under this Agreement, the _____ assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The _____ also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the _____ for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(8) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the _____ and the Commission.

(9) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the _____, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the _____ responsible for damages.

(10) WAGE LAWS: Contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of workmen required to execute this project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri and the United States. Federal wage rates under the Davis-Bacon or other federal acts apply to and govern this Agreement also for such work which is performed at the job

site, in accord with 29 C.F.R. Part 5. Thus, this Agreement is subject to the "Contract Work Hours and Safety Standards Act", as amended (40 U.S.C. §327, *et seq.*), and its implementing regulations. Contractor shall take the acts which may be required to fully inform itself of the terms of, and to comply with, state and federal laws.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The _____ shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the _____ with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the _____.

(13) AUDIT OF RECORDS: The _____ must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension, and for three (3) years from the date of final payment made under this Agreement.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

Mortgagee

ATTEST:

By _____

Secretary

APPENDIX ITEM 23

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by _____ this ____ day of _____, 20__.

Executed by the Commission this _____ day of _____, 20__.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

Title _____

Attest:

Secretary to the Commission

Approved as to Form:

Commission Counsel

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

Title _____

Ordinance No.

j:\contract\rw\rw16.doc

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 20 ____, before me personally appeared to me known, who being by me duly sworn did say that he/she is the (title) _____ of _____ (corporation name) _____ and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

CCO FORM: RW17
Approved: 4/92 (TWJ)
Revised: 1/00 (RMH)
Modified:

County: _____
Route: _____
State Job No.: _____
Federal Project No.: _____

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
RIGHT OF WAY APPRAISAL AGREEMENT**

THIS AGREEMENT is entered into by and between the Missouri Highways and Transportation Commission, (hereinafter, "Commission"), acting herein by and through its _____ (*District Engineer or Director, Division of Right of Way*), and _____ (hereinafter, "Contractor") whose address is _____.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) APPRAISAL: In return for the fees as herein set out, Contractor shall furnish Commission with an appraisal setting forth an estimate of just compensation for each of the tracts or parcels of land numbered _____ in connection with the acquisition of right of way for highway construction of Route _____, Project _____, Federal Project _____, _____ County.

(2) WRITTEN REPORT: Contractor shall, within a reasonable time and in no event more than _____ () calendar days from the date of the Notice to Proceed, furnish a typewritten detailed appraisal, in quadruplicate, in accordance with Commission's appraisal procedures which are identified in Exhibit 1 attached hereto and incorporated herein.

(3) NOTICE TO PROCEED: The Notice to Proceed will stipulate the date Contractor is expected to begin work. Commission will issue the Notice to Proceed in a separate letter upon Commission approval of this Agreement.

(4) COMMISSION RESPONSIBILITIES: Commission will provide Contractor with complete right of way plans and a legal description of each tract to be appraised and the names of the record owners. Commission will also provide the following information, if available: title information, plats, and any other relevant data. Contractor shall in no event be responsible for the failure to furnish the proper name or ownership of the tract involved, but if information comes to Contractor in the progress of its work indicating a different ownership, it shall notify Commission and include the new information in the appraisal.

(5) EVALUATION OF EQUIPMENT, MACHINERY, ETC.: The appraisal shall include the evaluation of all equipment, machinery or other appurtenances which are considered real property and are contained in any improvement on the property being appraised, however, if Commission determines that the property includes a substantial amount of equipment, machinery and other appurtenances which are part of the realty, but are not generally included in real estate appraisals, Commission will have the value of such equipment, machinery or other appurtenances, determined by competent evaluators. Commission shall furnish the conclusions of such evaluators to Contractor, the contributory value of which will be considered in establishing the value of the whole.

(6) COMPENSABLE ITEMS: Contractor agrees that personal property, loss of business or good will, or other items not generally compensable in eminent domain proceedings will not be considered in its determination of value. If there is any doubt as to whether certain portions of the property involved are real estate or personal property, Commission, at the request of Contractor, will designate an attorney to make a finding as to the status of such improvements. Commission will, through its attorneys, give legal advice relative to consideration of benefits chargeable to the property and as to compensable and noncompensable items.

(7) CONFIDENTIALITY: Contractor shall prepare the appraisal in each instance independent of any other appraiser employed by Commission for the same work. Contractor shall not furnish to any other person or persons, except by order of the court of proper jurisdiction or officials of the United States Department of Transportation when federal funds participate in the cost of the project, a copy of the appraisal or any information contained therein. The appraisal reports to Commission are confidential between the parties hereto and officials of the United States Department of Transportation when federal funds participate in the cost of the project and any breach of any confidence shall be considered a material breach of this Agreement. Contractor shall not disclose to third parties confidential factual matter provided by Commission except as may be required by statute, ordinance, or order of court, or as authorized by Commission. Contractor shall notify Commission immediately of any request for such information.

(8) APPRAISAL UPDATE: It is understood and agreed that the appraised value fixed in the appraisal report may be subsequently affected by economic conditions, laws, ordinances, etc. and that such value shall be valid only for a reasonable time after submission. Contractor shall update such appraisal reports or reappraise certain parcels as designated by Commission. Any additional compensation for an appraisal update must be in writing and attached as a supplement to this Agreement.

(9) COMPENSATION:

(A) SUBMISSION OF REPORTS AND BILLS: Contractor shall submit its reports to the District Office having charge of the project. Contractor shall periodically submit bills for services covering appraisals made during the contract period involved. Payment will be made approximately forty-five (45) days after submission and approval of bills.

(B) METHOD OF PAYMENT: Commission will process for payments seventy percent (70%) of the herein stated fee per parcel upon receipt of Contractor's reports and bills for service. The remaining thirty percent (30%) may, at Commission discretion, be withheld until Commission reviews Contractor's reports for deficiencies, errors and full compliance with the attached appraisal procedures. In no event will this thirty percent (30%) withholding exceed ninety (90) days from the report receipt date except when the reviewing process reveals a need for corrections.

(C) DAMAGES/CORRECTION OF APPRAISAL DEFICIENCIES: Failure to correct appraisal deficiencies within twenty-one (21) calendar days of Contractor's receipt of written notification by Commission of the deficiencies will result in liquidated damages as follows: The first seven (7) calendar days after the aforementioned twenty-one (21) day period shall accrue damages at the rate of one percent (1%) of the appraisal fee for the parcel per day. After the first seven (7) calendar days damages accrue at the rate of two percent (2%) per calendar day until corrections are received by the District Office having charge of the project.

(D) LIQUIDATED DAMAGES/LATE REPORT: For late delivery of an appraisal report, liquidated damages shall be at the rate of one percent (1%) of the parcel appraisal fee per calendar day for the first seven (7) days and two percent (2%) per calendar day thereafter, between the due date and the date on which the report is received in the District Office having charge of the project.

(10) FEES: Contractor shall receive a fee for each appraisal completed in accordance with this contract as listed on Exhibit 2 attached hereto and incorporated herein.

(11) TRIAL PREPARATION AND COURT APPEARANCES: Contractor shall be available for consultation during trial preparation and appear in any court proceedings as requested by Commission's Chief Counsel in support of Contractor's appraisals. Contractor shall receive a per diem rate based upon the current prevailing rate in Contractor's geographical area for such consultation and/or court appearances as agreed upon at the time such services are requested. Contractor will receive reimbursement for reasonable expenses incurred for such services.

(12) CHANGE IN SCOPE OR CHARACTER OF WORK: If for any reason due to changes in plans or otherwise, there shall be a change in the scope or character of the work to be performed by Contractor which necessitates a corresponding change in the amount of compensation, the parties hereto shall incorporate such changes in writing as a supplement to this Agreement. Under no circumstances shall Contractor proceed with the appraisal until the supplemental agreement is executed by both parties.

(13) NONSOLICITATION: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay

any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

(14) TERMINATION:

(A) FOR CAUSE: In the event Contractor shall fail to comply with the terms of this Agreement or the progress or quality of the work is unsatisfactory, Commission shall have the right to terminate this Agreement upon written notice. If this Agreement is terminated under this provision, Commission shall pay Contractor only for those appraisals satisfactorily completed, as determined by Commission, and such appraisals will be the property of Commission.

(B) FOR PROJECT DELAY, CANCELLATION, ETC.: Should the project covered by this Agreement be postponed, delayed or otherwise cancelled by Commission, Commission shall have the right to terminate this Agreement. In the event this Agreement is terminated under this provision or in the event it is terminated because of illness of Contractor or for other reasons not due to any fault on the part of Contractor, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of Commission, and will be paid for in proportion to its value to Commission as determined by the (*District Engineer or Director, Division of Right of Way*).

(15) EXTENSION OF TIME: The length of time given this Agreement, as shown in Paragraph 2, will not be extended without the approval of the District Office having charge of this project. Any and all changes to this time period must be in writing and approved in advance by the District Office having charge of this project.

(16) DISPUTE RESOLUTION: In the event of any dispute concerning a question of fact in connection with the work, the Director, Division of Right of Way, shall make a determination of such fact and his/her decision shall be final.

(17) INDEMNIFICATION: The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Contractor performance under this Agreement, the Contractor assumes the obligation to save the Commission, including its agents, employees and assigns harmless, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such negligent act, including legal fees. The Contractor also agrees to hold the Commission, including its

agents, employees and assigns, harmless from any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement.

(18) ASSIGNMENT: The Contractor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(19) PROFESSIONAL STANDARDS: Contractor will follow accepted principles and techniques in the evaluation of real estate.

(20) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Contractor shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(21) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(22) CONTRACTOR DETERMINATIONS: Contractor will personally make all determinations required in the appraisal, except data involving measurements, mechanical calculations, entries on public records and computation of construction costs. Elements of the appraisal not requiring the personal professional opinion of Contractor may be delegated to others under the direct supervision of and employed by Contractor, i.e. stenographic assistance. All determinations of value are to be the sole responsibility of Contractor.

(23) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Contractor agrees as follows:

(A) Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Contractor is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Executive Order: The Contractor shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Contractor or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The Contractor shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The Contractor shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21, Section 21.5, including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Contractor complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The Contractor shall include the provisions of paragraph 23 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes,

executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Contractor will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Contractor becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(24) STATUS AS INDEPENDENT CONTRACTOR: The parties agree that Contractor, as an independent contractor, is responsible for obtaining and maintaining adequate insurance coverage, at no cost to Commission, for workers' compensation, general liability, automobile liability, professional liability, and any other insurance required by law or deemed necessary by Contractor.

(25) CERTIFICATE OF APPRAISER: Contractor shall execute and affix a copy of the Certificate of Appraiser to each copy of the appraisal report as prepared by authority of this Agreement. A copy of the certificate is attached to the appraisal instructions.

(26) WORK PRODUCT: All documents, reports, exhibits, drawings, etc. prepared by the Contractor under this Agreement, or in performance of services hereunder, shall be delivered to and become the property of the Commission upon termination of this Agreement or completion of any study authorized under the terms of this Agreement. The Contractor may retain copies of all drawings and documents for its files.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Contractor this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CONTRACTOR

(Signature)

(Signature)

Title _____

(Typed or printed name)

The following signatures are required only when the printed provisions of this form have been altered.

Secretary to the Commission

Approved as to Form:

Commission Counsel

j:\contract\rw\rw17.doc

Form 6-5.100A

**SAMPLE CONTRACT
ALTER AS APPROPRIATE**

REVIEW APPRAISER CONTRACT

City or County: _____
Federal Project No.: _____
Route or Job No.: _____
Parcel No.: _____

This contract executed on this _____ day of _____, by the City of _____, Missouri, hereinafter referred to as "City," and _____, hereinafter referred to as "Review Appraiser," whose address is _____.

In return for the fees as herein set out, Review Appraiser agrees to review all appraisal and specialty report of real property to be acquired by the City and to establish an amount of just compensation, subject to approval by the City, to be offered an owner for the acquisition of property rights or interest in and to the tracts or parcels of land in accordance with the attached Schedule "A" and as shown on the ownership map which is incorporated herein by reference, together with the improvements thereon, if any, in connection with the acquisition of right of way for the Project _____.

The Review Appraiser agrees to complete each appraisal review within _____ days of submission of the appraisal to the reviewer. In case of two appraisals, receipt of the later shall establish the _____ -day limit.

The Review Appraiser agrees that he will not furnish to any other person or persons (except by proper order of a court of proper jurisdiction or to officials of the Missouri Highway and Transportation Commission or the Federal Highway Administration when Federal funds participate in the cost of the project) a copy of the appraisal or review report or any information contained therein. The appraisal reports and review reports to the City are agreed to be confidential between the parties hereto and any breach of any confidence shall be considered a material breach of this contract.

It is understood and agreed that the just compensation value fixed in the appraisal review report may be subsequently affected by economic conditions, laws or ordinances and that such value shall be valid for a reasonable time after submission. Review Appraiser agrees to update such certification or review for certain parcels as designated by the City for a fee at the rate of \$_____ per hour actually devoted to such recertification and review, but not to exceed ____% of the fee paid for review of the original appraisals as shown on schedule A, per parcel.

Review Appraiser will submit his reports to the authorized representative having charge of the project as completed and shall submit bills for services periodically covering appraisal reviews made during the period involved. Payment will be made within reasonable time after

approval of bills. Each party will furnish to the other information necessary to carry out this contract in accordance with its terms.

Review Appraiser shall be compensated for the original review and certification of the recommended just compensation for appropriation of the required property rights or interest for each parcel or tract in accordance with the schedule of fees pertaining to each such tract or parcel as shown on Schedule A, which is attached to this contract and made a part hereof by reference.

Compensation for all original certifications and update review appraisals and recertifications, if required, shall not exceed the total sum of \$_____ for the entire project.

Review Appraiser agrees that he/she will be available for consultation during trial preparation and appear in any court proceedings as required by the City in support of his/her appraisal reviews. Review Appraiser shall receive as compensation for such services not to exceed \$_____ per hour for time consumed for trial preparation and/or court appearances. This fee shall be separate and apart from the overall total compensation for completion of the parcel review services.

If for any reason due to changes approved by the City in plans or otherwise, there shall be major changes in the scope or character of the work to be performed by Review Appraiser, necessitating an equitable change in the amount or compensation, the parties hereto shall agree upon such changes in writing as a supplement to this agreement, prior to proceeding or continuing with such work.

Review Appraiser warrants that he has not retained or employed any company, firm or person, other than a bona fide employee working solely for the Review Appraiser, to solicit or secure this agreement, and that he has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for Review Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warranty, City shall have the right to void this agreement without liability.

In the event Review Appraiser shall fail to comply with the terms of this agreement, or the progress or quality of the work is unsatisfactory, City shall have the right to terminate this agreement upon written notice. If this agreement is terminated under this provision, City shall pay Review Appraiser only for those reports which the City determines to have been satisfactorily completed in accordance with applicable standards hereinafter defined, and such reports shall become the property of the City.

In the event that the project covered by this agreement is postponed or delayed by the City or for any reason reasonably beyond City control, City shall have the right to terminate this agreement. In the event it is terminated because of illness of Review Appraiser or for other reasons not the fault of Review Appraiser, all work completed or partially completed prior to the notice of termination of this agreement shall be the property of the City, and will be paid for in proportion to its value to the agency as determined by the City.

In the event of any dispute concerning a question of fact in connection with the work, the City shall make a determination of such fact and his decision shall be final.

Review Appraiser shall save harmless the City and its employees from any and all claims or liabilities due to activities of Review Appraiser, its agents or employees, in the course of the work.

Review Appraiser shall not sublet, transfer or assign any of the review work specified herein, except as is otherwise provided for in this agreement.

Review Appraiser will follow accepted principles and techniques in the evaluation of the appraisal, and will comply with all Federal, State and local laws and ordinances applicable to the work, including, but not limited to, 23 CFR and Part 24 of 49 CFR, as amended to the date of this agreement, and as the same may be amended from time to time prior to the completion of this project. Review Appraiser will personally make all determinations required in the review and certification, except that data involving measurements, mechanical calculations, entries on public records, computation of construction costs, and elements of the appraisal not requiring deduction on the part of Review Appraiser may be detailed to other under the supervision of the Review Appraiser and in his employ, including stenographic assistance. All determination of value are to be the sole responsibility of Review Appraiser.

During the performance of this contract, Review Appraiser agrees as follows:

(1) **Compliance with Regulations:** The Review Appraiser will, during the performance of this contract, comply with the regulations of the United States Department of Transportation relative to nondiscrimination as defined in Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations, and Executive Order 87-6 of the Governor of the State of Missouri, dated August 31, 1987, which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Review Appraiser, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, or physical ability of any individual in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Review Appraiser will not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices as set forth in Appendix C-II.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Review Appraiser for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Review Appraiser of Review Appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, or physical ability.

(4) Information and Reports: Review Appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources or information, and will permit access to his books, determined by the Missouri Highway and Transportation Commission or the United States Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Review Appraiser is in the exclusive position of another who fails or refuses to furnish this information, Review Appraiser shall so certify to the Missouri Highway and Transportation Commission, or the United States Department of Transportation, as appropriate and shall set forth what efforts he/she made to obtain the information.

(5) Sanctions for Noncompliance: In the event Review Appraiser's noncompliance with the nondiscrimination provisions of this contract, the Missouri Highway and Transportation Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate.

The Review Appraiser shall comply with the provisions of 49 CFR, Section 24.104 Review of Appraisals, a copy of which is attached hereto as Attachment A and made a part hereof. In the event of a conflict between the provisions thereof and applicable Federal or State laws or regulations, the requirements of the latter shall govern.

Review Appraiser shall execute and affix a Certification of Review (See Attachment B) to each copy of the appraisal reports submitted to him by authority of this agreement. Review Appraiser shall determine and submit in writing the amount of just compensation to be offered an owner for the acquisition of real property for each tract.

This contract is for the personal services of _____, who shall perform the appraisal review, determine the amount of just compensation, and, if necessary, testify in any condemnation action.

Definitions - The use of certain words or terms in this contract shall have the following definitions:

Certifications - A formal statement by the Review Appraiser declaring certain facts to be true and accurate.

Review - A reexamination of facts and supporting information to insure that the estimate of just compensation is reasonable and adequately supported in compliance with all applicable standards and requirements.

Update Certification - A new certificate which is prepared when there is a change in the appraisal or specialty report which affects the estimate value or changes the date of valuation.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Contractor this ____ day of _____, 19 ____.

Executed by the City this ____ day of _____, 19 ____.

CITY OF _____

REVIEW APPRAISER

By _____
City Manager

By _____
(Signature)

Typed or Printed Name

ATTEST:

City Clerk

ATTEST:

Title

Approved as to Form:

Attorney for the City

Approved as to Form:

Attorney for the Review Appraiser

CORPORATE SEAL:

**LOCAL PUBLIC AGENCY
NEGOTIATOR SERVICES AGREEMENT**

THIS AGREEMENT, is entered into by and between the (herein, "_____")
_____ and _____ whose
address is _____ (herein, "Agent").

WITNESSETH:

WHEREAS, the _____ proposes to acquire certain property rights or interest in certain tracts or parcels of land located in the County of _____, State of Missouri, for Project _____.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein, the parties agree as follows:

(1) GENERAL DUTIES: The Agent shall negotiate on behalf of the _____ with the owners of each parcel for the acquisition of certain property rights or interests. The Agent shall exert his best efforts in accordance with good business practices and in accordance with the procedures set forth in Section 6 (Acquisition) of the Local Public Agency Land Acquisition Manual. In addition, the Agent shall comply with the requirements of its submitted Proposal.

(2) FEES: The Agent will be compensated for negotiations in accordance with the provisions of this Agreement at the rate of \$_____ per parcel. Total compensation for services, other than court testimony consultation, shall not exceed \$_____.

(3) PARCELS OF LAND: The parcels of right of way and/or easements which the Agent shall be requested by the _____ to negotiate for the purchase thereof are set forth on "Schedule A" which is attached hereto and made a part hereof.

(4) COMMENCEMENT: The Agent shall commence negotiations upon receipt of a written notice to proceed. The _____ shall specify in each notice to proceed with respect to each parcel listed therein, the nature and status of the title thereto or other interest therein to be acquired, the statement of just compensation and the form of conveyance document to be used.

(5) REVIEW OF PLANS: Prior to commencing negotiations by the Agent pursuant to this Agreement, the Agent, with respect to each parcel, shall review the plans and specifications for the aforementioned project, review the title reports or other ownership information and any appraisal reports or other pertinent information furnished by the _____.

(6) RECORDS AND REPORTS: The Agent shall maintain records of its negotiations progress on a parcel basis detailing dates of contact, parties present and terms discussed. The information set forth in the Negotiator's Report, a copy of which is attached shall be made a part hereof by this reference. The Agent will submit its report, relating to each parcel subject to negotiations, to the authorized representative of the _____ having charge of the project, as from time to time as the same are completed.

(7) INVOICES: The Agent shall submit an itemized accounting of its time spent in the aforementioned services in the manner and form provided by the _____. A statement shall be submitted for one-third (1/3) of the total amount referred to in paragraph two of this agreement after initial personal contacts with all the owners (or their representatives) of all the parcels listed in schedule "A". A statement shall also be submitted on or after _____ for the remaining two-thirds (2/3) of the total amount referred to in paragraph two of this agreement upon acquisition by deed or preparation for condemnation of the parcels listed in Schedule "A". Payment will be made within a reasonable time after approval of same. Each party shall furnish to the other information necessary to carry out this Agreement in accordance with its terms.

(8) DURATION: Agent shall complete his negotiations under this Agreement on or before _____. If the Agent is unable to complete contract for acquisition pursuant to said negotiations within time required, the Agent shall submit a report stating the status of the parcels remaining and any special conditions peculiar to each such parcel, and his recommendation of further action to be taken. After due consideration, in writing, the _____ may extend the negotiation period.

(9) COURT APPEARANCES: The Agent agrees that it will appear in any court proceedings as requested by the _____'s counsel to give testimony as to its negotiations, and that it shall receive as compensation for such services payment of \$_____ to \$_____ per hour for the time consumed in such appearances. The Agent will also be available for consultation with the _____'s counsel in trial preparation to be paid \$_____ for each day or \$_____ for each half day so appearing. Under no circumstances, however, shall the Agent's total compensation under this Agreement exceed the amount of \$_____, per parcel, including the Agent's labor, expenses and profits of any kind.

(10) SUCCESSFUL COMPLETION: Upon the successful completion of negotiations, the Agent shall deliver to the _____, an executed contract to sell and shall assist the _____ in the closing of purchase of any parcel. If requested by the _____, the Agent shall be present at such closing.

(11) CONFIDENTIALITY: All negotiations which the Agent may conduct by reason of this Agreement, terms of this Agreement, the Agent's opinions of the value and appropriate prices of the parcels, and the reports and information furnished to the Agent by the _____, shall be kept confidential by the Agent, and shall not be divulged in whole or in part to any party whatever, without the prior written consent of the _____. Further, the Agent shall not disclose to third parties confidential factual matter provided by the _____ except as may be required by statute, ordinance, or order of court, or as authorized by the _____. The Agent shall notify the _____ immediately of any request for such information. None of the

restrictions in this section shall apply to pertinent project and parcel information requested by representatives of the _____ or Federal Highway Administration. None of the restrictions in this section shall apply to testimony which the Agent is required to give under oath in a judicial proceeding.

(12) CONFLICT OF INTEREST: If the Agent at any time discovers or is informed by the _____ of the existence of any possible conflict of interest on the part of the Agent, the Agent shall immediately cease all activity in connection with such services, and promptly notify the _____ in writing, of all relevant facts and circumstances pertaining to such conflict, so that the _____ may take such action as it deems appropriate, including but not limited to, the exclusion of any parcel or parcels involved from this Agreement.

(13) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Agent at the direction of the _____ and information supplied by the _____ shall remain the property of the _____.

(14) REPRESENTATIVE: The _____'s District Six District Engineer is designated as the _____'s representative for the purpose of administering the provisions of this Agreement. The _____'s representative may designate by written notice other persons having the authority to act on behalf of the _____ in furtherance of the performance of this Agreement.

(15) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Agent shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(16) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(17) AUDIT OF RECORDS: The Agent must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the _____ and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Agent and the _____.

(19) NONSOLICITATION: The Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Agent, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, _____, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the _____ shall have the right to annul this Agreement

without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, _____, percentage, brokerage fee, gift, or contingent fee.

(20) ASSIGNMENT: The Agent shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the _____.

(21) CANCELLATION: In the event the Agent shall fail to comply with the terms of this Agreement, or the progress or quality of the work is unsatisfactory, the _____ shall have the right to cancel this Agreement. Should the _____ exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Agent.

(22) DELAY: In the event that the project covered by this Agreement is postponed or delayed by the _____, the _____ shall have the right to terminate this Agreement. In the event the Agreement is terminated under this provision, or in the event it is terminated because of illness of the Agent, or for other reasons not the fault of the Agent, all work completed or partially completed prior to notice of termination of this Agreement shall be the property of the _____, and will be paid for in proportion to its value to the _____ as determined by the _____.

(23) DISPUTES: In the event of any dispute concerning a question of fact in connection with the work, the _____'s representative shall make a determination of such fact and its decision shall be final.

(24) NEGOTIATORS: The _____ reserves the right to use its own negotiators on any parcel deemed advisable on the project.

(25) INDEMNIFICATION: The Agent shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the Agent on the account of personal injury, bodily injury, including death or property damage, suffered as a result of the Agent performance under this Agreement, the Agent assumes the obligation to save the _____ harmless, including its agents, employees and assigns, and to indemnify the _____, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act, including legal fees. The Agent also agrees to hold harmless the _____, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Agent for any purpose under this Agreement, and to indemnify the _____, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

(26) NONDISCRIMINATION: During the performance of this contract, Agent agrees to observe and comply with the following conditions insofar as they apply to this Agreement:

(A) Civil Rights Statutes: The Agent shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e, et seq.), as well as any applicable titles of the Americans with Disabilities Act. In addition, if the Agent is providing services or operating programs on behalf of the Department or the _____, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Executive Order: The Agent shall comply with all the provisions of Executive Order 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order which promulgates a Code of Fair Practices in regard to nondiscrimination, is incorporated herein by reference and made a part of this Agreement. This Executive Order prohibits discriminatory practices by the state, the Agent or its subcontractors based on race, color, religion, national origin, sex, age, disability or veteran status.

(C) Administrative Rules: The Agent shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(D) Nondiscrimination: The Agent shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Agent shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices.

(E) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Agent. These apply to all solicitations either by competitive bidding or negotiation made by the Agent for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Agent of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(F) Information and Reports: The Agent shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the _____ or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Agent is in the exclusive possession of another who fails or refuses to furnish this information, the Agent shall so certify to the _____ or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(G) Sanctions for Noncompliance: In the event the Agent fails to comply with the nondiscrimination provisions of this Agreement, the _____ shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Agent complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(H) Incorporation of Provisions: The Agent shall include the provisions of paragraph 26 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the _____ or the United States Department of Transportation. The Agent will take such action with respect to any subcontract or procurement as the _____ or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Agent becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Agent may request the United States to enter into such litigation to protect the interests of the United States.

(27) PERSONAL SERVICES: This Agreement is for the personal services of _____, who shall negotiate on behalf of the _____ with the owners of each parcel for the acquisition of certain property rights or interests and, if necessary, testify in any condemnation action.

ACKNOWLEDGMENT BY CORPORATION

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, 19__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of _____ and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged said instrument to be the free act and deed of said corporation and that it was executed for the consideration stated therein and no other.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT BY

STATE OF _____)
)
COUNTY OF _____) ss

On this ____ day of _____, 19__, before me appeared _____ personally known to me, who being by me duly sworn, did say that he/she is the _____ of the _____ and the seal affixed to the foregoing instrument is the official seal of said _____ and that said instrument was signed in behalf of said _____ by authority of the _____ and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Notary Public

My Commission Expires: _____

REQUEST FOR PROPOSAL FOR FEE NEGOTIATION SERVICES

The _____
(hereinafter, "_____"), is requesting a proposal for professional right of way acquisition services for Right of Way Project _____ in _____ County.

The Consultant shall be required to provide the following right of way services:

- 1) Acquisitions (Negotiations) as described in Appendix "A".

All right of way services performed by Consultant must be accomplished in conformance with all applicable State, and Federal laws and regulations, and the _____'s Right of Way manuals.

The proposal is to be for Right of Way Acquisition of ___ parcels. The proposal must be in writing and received by _____ (person and place) no later than _____. The _____ reserves the right to reject this proposal and/or negotiate an acceptable proposal.

Any specific questions relating to acquisition services for this proposal shall be directed to the attention of:

The _____ shall furnish the Consultant with a field file containing the following:

- 2) Individual plot plan and Summary of Proposed Acquisition and shall include the following for each parcel:
 - a) Ownership.
 - b) Total area before acquisition.
 - c) Area of existing fee right of way (if applicable).
 - d) Area of permanent acquisition.
 - e) Access control (if applicable).
 - f) Areas of temporary acquisitions.
- 3) Report of Liens and Record of Ownership. (Title Commitment)

Other information and material furnished:

- 1) Right of Way plans, as necessary and one (1) set of cross sections.
- 2) Copies of pertinent correspondence and project information.
- 3) Appraisal and appraisal reviews, if necessary.
- 4) Acquisition forms:
 - a) For all properties to be acquired, the _____ will mail each parcel owner a public relations letter along with the approved letter offer.
 - b) The _____ will furnish the Consultant with revision and/or updates in a timely manner.
 - c) The _____ will have acquisition personnel available to provide consultation and guidance regarding the acquisition function.
 - d) The _____ will review all proposed contracts and reserves the right to refuse acceptance of any or all such contracts.
- 5) Relocation services, relocation assistance studies, and offers.

The Consultant shall:

- a) Serve as the _____'s professional representative during the performance of these required services.
- b) Furnish acquisitions by negotiation or gift/donation.
- c) Furnish recommendations for condemnation settlements.
- d) Designate a project manager who shall be available for consultation with the _____ during our normal business hours.
- e) Provide necessary assistance to aid those property owners and tenants affected by this highway project, to reach an amicable agreement.
- f) Maintain accurate records, as specified in Right of Way manuals, which will be available for inspections by the _____, MODOT, and the Federal Highway Administration (FHWA).
- g) Be responsible for correcting any deficiencies noted by the _____, MoDOT, and FHWA at no additional cost.

- h) Submit weekly progress reports for the previous week's activity, which includes, but not be limited to:
 - a) Summary of activities for the week;
 - b) Project log indicating status of each parcel; and,
 - c) Problems encountered and remaining unresolved.

Proposals are to include the following:

- 1) Names and address of the Consultant submitting the proposal and identification of key personnel who will perform each service.
- 2) Brief statement of the Consultant's understanding of this project.
- 3) A work plan detailing the approach the Consultant intends to follow in accomplishing this project.
- 4) A plan for organizing and staffing this project. The plan should include the following:
 - a) A project organization chart, identifying the project manager.
 - b) Names of project staff members and/or subcontractors.
 - c) Role of each staff member.
 - d) Estimated hours to be spent by each staff member on each task identified in the work plan.
 - e) Resumes for project staff members and/or subcontractors showing education and experience relevant to this project.
 - f) Description of the Consultant's organization.
 - g) Provide detailed description of the Consultant's understanding of project objectives, the major problems perceived, and the Consultant's method(s) to solve the problems.
 - h) Previous experience in performing work similar to that anticipated herein.

Include:

1. Date of Project.
2. Name and address of client organization.
3. Name and telephone number of individual in the client's organization who is familiar with project.
4. Short description of project.
5. Description of the Consultant's current work load of projects where they are appraising, acquiring, and closing any other projects from this, and/or any other government agencies.

Price proposal shall include the following:

- 1) Total lump sum.
- 2) Fee, per parcel for compensation estimate/acquisition, and acquisitions.

All material submitted in accordance with this Request for Proposal becomes the property of the _____ and shall not be returned.

Two (2) copies of the proposal, along with an appropriate transmittal letter must be signed by individuals of the firm authorized to contractually obligate the proposing firm with the _____ based on the proposal shall be identified by name, title, address, and telephone number.

Right of Way Acquisition

AN EXPLANATION

Introduction

The improvement or relocation of streets, roads and bridges frequently involves the acquisition of private property.

There must be proper safeguards for both the taxpayers, who pay for the improvements, and for the property owners, from whom the necessary right of way must be acquired. Through the years, a process has been developed to accomplish these two objectives.

To familiarize you with the acquisition process, we have prepared this informational brochure. Though it is brief, we hope it will help you become more familiar with our practices and better equipped to know what to expect during dealings with your county or city representatives.

We sincerely hope the information contained in this brochure will give you a solid basis of understanding in your dealings with local public agencies and a foundation on which mutual confidence and cooperation can grow.

Land acquisition procedures, where federal funds are involved in the project, are governed by Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended. The procedures under this law can be separated into five phases. They are:

1. Donations
2. Appraisal
3. Negotiation
4. Settlement
5. Eminent Domain

Each phase will be discussed in this brochure.

DONATIONS

The donation procedure is a very important tool for local public agencies since many have limited financial resources. Also, many acquisitions are relatively minor and often the benefits realized by the property owner offset the value of the donated property.

Property owners, having been made aware of their right to receive just compensation, may elect to waive this right and donate their property to the local public agency.

In this situation, an owner will be asked to sign a Waiver of Compensation in addition to the deed and other supporting documents.

APPRAISAL

In certain cases where property is to be acquired from you, you have the right to an appraisal. This is a written statement which estimates the fair market value of your property or a portion thereof. This value is based on sale prices of comparable properties.

The appraisal will be prepared by a qualified person with experience in the type of property they are appraising.

The appraisers will make every effort to extend to you, or your designated representative, an invitation to accompany them when inspecting your property. Appraisers will work with you and welcome assistance from you or your representative during the inspection of the property.

Completed appraisals will be reviewed for accuracy and consistency by a highly qualified review

appraiser to develop an estimate of just compensation, which is the basis for the approved offer.

Losses in value for which you may be paid include those caused by the loss of land, buildings, improvements, other property rights and damages to the remaining property.

NEGOTIATIONS

A negotiator will contact you and advise you of the acquisition procedures as well as explain in detail how the design and construction features of the improvement will affect your property. You will be informed of any facts or information that you desire to know concerning your transaction. If you decide not to donate, the negotiator will give you a written offer that is approved by the agency.

It has been concluded through experience in negotiations that owners cannot all be treated equally under a flexible procedure where offers can be increased or decreased through a trading process. In justice to all, offers must be based on facts and not on an owner's skill and ability to negotiate and trade.

If it is discovered that additional facts or items of value were not considered in any valuation of your property, an adjustment will be considered and a revised offer may be presented to you.

The negotiator will only discuss the details of your property transaction with you or with your properly authorized attorney or representative. Normally, prior to negotiations with your representative, we must have a letter from you or your representative advising that he/she has been authorized to negotiate in your behalf. We do not normally negotiate through real estate firms or other parties who do not have a direct interest in your property.

Relocation assistance will be provided during negotiations to persons being displaced from their homes, businesses or farm operation. Relocation assistance will also be provided if, because of the acquisition, personal property must be moved.

If terms of the settlement cannot be reached by negotiation, then the law of eminent domain must be invoked. Details of the procedures under this law are included in the eminent domain section of this brochure.

SETTLEMENTS

1. Your signed deed and supporting documents (mortgage releases, leases, etc.) will be retained either by the acquiring agency or by an escrow agent until the settlement is made with you. The documents will then be recorded in the appropriate office of recorder of deeds. Closing costs and recording fees are paid by the acquiring public agency.
2. You can expect payment within a reasonable time after the executed deed of conveyance and all documents required for clear title are received in the office of the acquiring agency. Any payment for real property will be made to you or placed in an escrow account for distribution prior to or on the required date of possession.
3. Occupants who must move themselves or move personal property located on land acquired will be given a written notice to vacate a minimum of 90 days in advance of the date they are required to surrender possession of the property.
4. Owners will be reimbursed for a pro-rata portion of the state, county and city real estate taxes paid for the current taxable year on the property purchased. The pro-rata portion of taxes will cover the full number of months remaining in the calendar year after payment is received for the real property. Claims must be made within six months after the city or county tax delinquent date. Delinquent tax payments are not reimbursable. It is the owner's responsibility to submit a claim to the local public agency.
5. Owners will be reimbursed for actual penalty cost for prepayment of a pre-existing mortgage entered into in good faith and filed of record prior to the date of public knowledge of the

project. To be eligible for this payment, the property must be acquired in its entirety or the acquisition must be of such magnitude that the remainder will not provide collateral for the mortgage and / or the mortgagor requires prepayment of the mortgage.

6. Owners have the right to request review of the pro-rata portion of real estate taxes. They also may request review of any penalty cost for prepayment of a pre-existing recorded mortgage. If after this review you are not in agreement, you have the right to a formal appeal. This appeal must be filed within 60 days after receipt in writing of the review findings. If the relief you request is not granted in the formal appeal, you have the right to judicial review.

EMINENT DOMAIN

In unusual cases it may not be possible for the owner and the agency to agree on the amount to be paid. If this occurs, it will be necessary to follow the procedure provided under the law of eminent domain to establish the price to be paid.

If this course of action is taken, the following procedure is used:

In the circuit court of the county where the property is located, the local public agency will file a condemnation petition setting out the land and / or rights to be acquired and naming all parties who own an interest in it.

The circuit judge will set a date for hearing the petition, after which due notice of the hearing date will be given to the landowners affected through a summons. If, on the date set, the court finds the petition to be proper, the judge will appoint three disinterested persons, who own land and reside in the same county, to view the premises and establish just compensation for rights acquired. These persons are called commissioners.

The court-appointed commissioners, after considering the facts, make their decision and file their report with the clerk of the court. After the commissioners' report is filed in court, the local public agency must deposit the amount established by them with the circuit clerk before taking possession of the property.

Both sides have 30 days after receiving the notice that the commissioners' report has been filed to file exceptions to the commissioners' award if they are not satisfied. They also have the right to ask that the matter be tried before a jury for final determination. If exceptions are not filed by either the owner or the local public agency, the award amount determined by the court-appointed commissioners becomes final.

The landowner can withdraw the court deposit at any time, regardless of whether such exceptions are filed or not. However, if exceptions are filed and a sustained verdict is for a smaller amount, the owner must refund the difference with interest. If the jury award is higher, the local public agency must pay the difference plus interest.

The above is set out not as legal advice but to inform you of the alternatives available to you. For specific information or advice concerning condemnation, we suggest that you consult an attorney of your choice. However, property owners are not required to be represented by an attorney during the process.

Conclusion

In this brochure we cannot answer every question concerning local public agency land acquisition procedures. However, we hope the information will help you to understand the general procedures we must follow when acquiring real estate.

We sincerely hope that your upcoming transaction with our agency will be a pleasant experience for both you and our personnel whom you meet. We believe that you will find them courteous, thoughtful and aware of their obligations to you as an individual and to the public in general.