



Transforming Rail in Virginia Program Real Estate Acquisition Management Plan

Virginia Passenger Rail Authority

September 2024

Table of Contents

ABBREVIATIONS AND ACRONYMS 1

1 INTRODUCTION 1

 1.1 Purpose of the TRV Program Real Estate Acquisition Management Plan 1

 1.2 Program Scope..... 1

 1.3 Program Implementation Schedule..... 6

 1.4 Applicable Law 7

 1.5 Proposed Real Estate Acquisitions 7

 1.6 Condemnation Process and Authority 7

 1.7 Estimates of Parcels, Relocations and Budget by Project 8

2 MANAGEMENT AND ORGANIZATION 9

 2.1 Organizational Structure 9

 2.2 Consultant and Stakeholder Agreements 10

 2.3 Property Acquisition Support 10

 2.4 Updates After Final Acquisition Baseline Plans 12

3 VIRGINIA REAL PROPERTY ACQUISITION PROCEDURES 13

 3.1 Document Controls..... 13

 3.2 Preliminary Right-of-Way Stage 14

 3.3 Legal Considerations in Virginia 16

 3.4 Appraisals 19

 3.5 Acquisition..... 29

 3.6 Required Qualifications of Right-of-Way Consultants..... 29

4 VIRGINIA RELOCATION ASSISTANCE 31

5 WASHINGTON DC PROPERTY ACQUISITION AND RELOCATION ASSISTANCE 32

6 RIGHT-OF-WAY ACQUISITION SCHEDULE 33

 6.1 Comprehensive Right-of-Way Acquisition Schedule 33

 6.2 Individual Property Acquisition Schedules 33

 6.3 Property Acquisition Schedule Reporting..... 33

7 RIGHT-OF-WAY ACQUISITION AND RELOCATION ASSISTANCE COST TRACKING..... 34

 7.1 Right-of-Way Acquisition Costs 34

 7.2 Relocation Assistance Costs..... 35

8	EMINENT DOMAIN IN VIRGINIA	36
8.1	Use and Selection of Outside Counsel in Eminent Domain Cases	36
8.2	Hiring Experts	37
8.3	Approving Mediation	37
8.4	Drawdown Orders	38
8.5	Landowner Requests for a Trial Continuance	39
8.6	Amending and Combining New Petitions for Condemnation	39
8.7	Settlements and Settlement Agreements	39
8.8	Processing Settlement Agreements	41
8.9	Outside Counsel's Trial Report	41
8.10	Final Orders	42
8.11	Interest Calculation and Settlement Agreements	42
8.12	Checks Payable to Landowner's Counsel Only	42
8.13	Appeals	43
9	PROPERTY MANAGEMENT	44
9.1	Introduction	44
9.2	Scope of Property Management Functions	44
9.3	Basic Terms and Concepts	44
9.4	Early Project Stage	45
9.5	Property Management Reports	47
9.6	Lease of Property	49
9.7	Management and Disposal of Improvements and Buildings	54
	APPENDIX A: DRAFT PROPERTY ACQUISITION SCHEDULE BY PARCEL	62
	APPENDIX B: PROJECT ASSIGNMENT TRACKER	64
	APPENDIX C: ORGANIZATIONAL CHARTS	65
	APPENDIX D: APPRAISAL DEVELOPMENT	71
	APPENDIX E: ACQUISITION POLICIES AND PROCEDURES	83
	APPENDIX F: RELOCATION ASSISTANCE POLICIES AND PROCEDURES	109
	APPENDIX G: SALES COMPARABLE DATA SHEETS	138
	APPENDIX H: RIGHT-OF-WAY ACQUISITION SCHEDULE	149

Abbreviations and Acronyms

AA	Acquisition Appraisal
AGC-RWLU	Associate General Counsel for Right-of-Way and Land Use
Amtrak	National Passenger Rail Corporation
ABPs	Acquisition and Conveyance Baseline Plans
ASTM	American Society of Testing and Materials
BCIS	Bureau of Citizenship and Immigration Service
CADD	Computer-Aided Design and Drafting
CSXT	CSX Transportation, Inc.
D.C./District	District of Columbia
DC2RVA	Washington, DC to Richmond Southeast High-Speed Rail
DDOT	District Department of Transportation
DEV	Dominion Energy Virginia
DRPT	Virginia Department of Rail and Public Transportation
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Environmental Site Assessment
FHWA	Federal Highway Administration
FRA	Federal Railroad Administration
MMRP	Mitigation Monitoring and Reporting Program
MWAA	Metropolitan Washington Airports Authority
NA	Narrative Appraisal
NCPC	National Capitol Planning Commission
NEPA	National Environmental Policy Act
NPS	National Park Service
NSR	Norfolk Southern Railway Company
NVRPA	Northern Virginia Regional Park Authority
PAL	Property Acquisition List
PAT	Property Acquisition Team

PDBC	Progressive Design Build Contractor
PMP	Project Management Plan
PST	Project Support Team
RAMP	Real Estate Acquisition Management Plan
ROD	Record of Decision
ROW	Right-of-Way
ROWD	Right-of-Way Database
TRV	Transforming Rail in Virginia
UASFLA	Uniform Appraisal Standards for Federal Land Acquisition
Uniform Act/URA	Uniform Relocation Assistance and Real Property Acquisition Act, 42 U.S.C. § 4601 et seq.
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USPAP	Uniform Standards of Professional Appraisal Practice
VDEQ	Virginia Department of Environmental Quality
VDOT	Virginia Department of Transportation
VPRA	Virginia Passenger Rail Authority
VRE	Virginia Railway Express
WMATA	Washington Metropolitan Area Transit Authority

1 Introduction

1.1 Purpose of the TRV Program Real Estate Acquisition Management Plan

This Real Estate Acquisition Management Plan (RAMP) addresses acquisition of property rights necessary for construction, operation, and maintenance of the Transforming Rail in Virginia (TRV) Program. This RAMP presents the programmatic organizational structure, acquisition schedule methodology, cost estimating methodology, acquisition process, relocations process and document control system to be implemented in order to accomplish the TRV Program. The purpose of this RAMP is to complete the acquisition of property and related tasks in support of the projects comprising the TRV Program (each a Project and collectively the Projects) within the applicable timeframes for each Project. This RAMP also identifies the roles and responsibilities of the different government agencies involved and the consultant teams working in support of Virginia Passenger Rail Authority (VPRA) to implement its goals.

1.2 Program Scope

The TRV Program is a rail infrastructure and service improvement program for passenger rail in the Commonwealth of Virginia and the District of Columbia (D.C. or the District). The TRV Program is planned to provide a path forward for the separation of passenger and freight rail service in a portion of the former Conrail corridor in Washington, DC, and the former Richmond, Fredericksburg, and Potomac Railroad (RF&P) corridor now owned by CSX Transportation, Inc. (CSXT) and VPRA, and also the preservation of the Buckingham Branch and S-Line rail corridors formerly owned by CSXT for future passenger rail service.

The TRV Program additionally provides a path forward for passenger rail service in the New River Valley. VPRA has acquired an easement over a portion of the Norfolk Southern Railway Company (NS) N-Line, and trackage rights over an additional portion of the N-Line, and has also contracted to acquire a layover facility in Radford and a passenger station in Christiansburg upon completion of rail improvements there, which may occur by 2027.

Future infrastructure and service improvement projects may follow over the NS Manassas Line (M-Line) but have not been designed, funded or announced. Recently VPRA has acquired from NS most of the M-Line together with an easement through the Manassas Yard and a corridor for future expansion of VRE facilities to the Broad Run station. VPRA has also contracted to acquire an additional 1.6 miles of rail corridor east of the acquired M-Line in exchange for the return to NS of a portion of the Virginian Line (V-Line) previously acquired by VPRA from NS in 2022.

To achieve these goals, the TRV Program includes the acquisition of right-of-way (ROW), track, passenger station facilities and trackage rights from CSXT and NS, and the build-out of passenger rail infrastructure in the RF&P Corridor, the Manassas Line, and the N-Line.

Assembling Rail Corridor Right-Of-Way: VPRA (in its own right and as successor to the Virginia Department of Rail and Public Transportation (DRPT)) has accomplished the acquisition of CSXT ROW (384 miles), track (223 miles), passenger station facilities and trackage rights. VPRA has also accomplished the acquisition of 22 miles of NS ROW, track, and related infrastructure on the M-Line, as well as NS ROW (30 miles), track (33 miles), and related infrastructure on the

NS V-Line, and trackage rights on the NS N-Line. The NS V-Line ROW, track and related infrastructure will be conveyed to NS in exchange for 1.6 miles of ROW east of the acquired M-Line. The acquired CSXT ROW is in three corridors and NS ROW is in two corridors:

- *From CSXT – A Portion of the Conrail Corridor, the RF&P Corridor and a portion of the operating S-Line Corridor (Washington, DC to Dinwiddie County, Virginia) – CSXT conveyed a permanent easement for passenger rail purposes for significant portions of the combined corridor to DRPT on April 14, 2021. CSXT is retaining right-of-way and trackage for CSXT to maintain at a minimum a two-track corridor and providing enough right-of-way for VPRA to construct its own two-track corridor (with the exception of Ashland, VA, and downtown Richmond, VA). Certain easement areas will convert to a full conveyance of CSXT's right, title and interest in that portion of such rail corridor upon completion by VPRA of a boundary survey, and VPRA and CSXT entering into a Deed of Confirmation for each jurisdiction in which the corridor to be transferred is located. Additional minor ROW acquisitions from other landowners and possible utility easements will be required to accommodate the full build-out of a three-track and four-track corridor.*
- *From CSXT – An abandoned portion of the S-Line Corridor (Dinwiddie County, Virginia to Ridgeway, North Carolina) – CSXT conveyed to VPRA its right, title and interest in the entire corridor (with the exception of certain small portions) by quitclaim deed on November 30, 2022, however, CSXT's ownership is not entirely contiguous. Additional ROW acquisition to assemble a complete corridor will be required. This may include restoring gaps in the rail corridor, reclaiming rights lost by CSXT after abandonment of the rail line, and rerouting of the rail corridor. The right-of-way already acquired by VPRA is an abandoned property and does not include any trackage.*
- *From CSXT – Buckingham Branch Corridor (Doswell, Virginia to Clifton Forge, Virginia) – On January 10, 2022, CSXT conveyed to VPRA all of its right, title and interest in a large majority of the Buckingham Branch corridor by quitclaim deed, with the exception of some surplus property. Additional right-of-way acquisition in the corridor is not currently planned.*
- *From NS – M-Line Corridor (Alexandria, Virginia to Manassas, Virginia) – NS conveyed to VPRA its right, title and interest in a portion of the M-Line by quitclaim deed on September 3, 2024.*
- *From NS – V-Line Corridor (Salem, Virginia to Christiansburg, Virginia) – NS conveyed to VPRA its right, title, and interest in a portion of the V-Line by quitclaim deed on January 10, 2022. VPRA has contracted to convey this ROW to NS in exchange for 1.6 miles of ROW located east of the conveyed M-Line.*
- *From NS – Christiansburg Station Site and Radford Layover Facility – NS has contracted to make certain improvements at the Christiansburg Station Site in Cambria and the Radford Layover Facility, and to convey both facilities to VPRA upon completion of such improvements, which may occur in 2027.*

- From NS – Easement over part of N-Line Corridor (Roanoke, Virginia to Salem, Virginia) – NS additionally conveyed a permanent easement for passenger rail purposes on a portion of the N-Line in Roanoke, Virginia to connect the V-Line to Roanoke Station.

VPRA Improvements – CSX Corridor: As part of the program scope, VPRA and CSXT have agreed to advance the design and construction of the following Projects:

Conrail and RF&P Corridors

- **Phase 1**
 - Alexandria Fourth Track
 - Railroad Bridges over King Street and Commonwealth Avenue
 - Franconia to Lorton Third Track
 - Franconia-Springfield Bypass
 - Railroad Bridges over Newington Road
 - Potomac Creek Third Track South (Siding A)
 - Woodford to Milford Third Track (Siding B)
 - Hanover Third Track (Siding C)
- **Phase 2**
 - L'Enfant Fourth Track and Station Improvements (to be completed by VRE)
 - Long Bridge North and Long Bridge South Projects
 - Neabsco Creek to Woodbridge Third Track (Siding D)
 - Aquia Creek Third Track South (Siding E)
 - Crossroads Third Track (Siding F)

Phase I and Phase 2 projects are all fully funded. Also, VPRA is funding the King Street and Commonwealth Avenue bridge replacement projects in Alexandria to be constructed by VRE. Future unfunded Projects include:

- **Phase 3**
 - Occoquan River Third Track
 - Lorton to Route 1 Third Track
 - Railroad Bridges Over Route 1
 - Powells Creek to Neabsco Creek Third Track
- **Phase 4**
 - Aquia Creek Third Track North
 - Potomac Creek Third Track North
 - Rappahannock River Third Track

VPRA Improvements – NS Corridor: As part of the program scope, VPRA and NS have agreed to advance the design and construction of the following Projects:

N-Line

- Roanoke Easement Area Improvements
- Christiansburg Station
- Radford Layover Facility
- Passenger Capacity Grant Projects
- Western Virginia Rail Initiative Grant Projects

The N-Line projects will be constructed by NS, and do not include construction of a passenger station facility in Christiansburg by others, which is anticipated but not yet designed or funded.

Adjacent Projects By Others:

Virginia Railway Express (VRE) station projects and other facility improvement projects in the RF&P Corridor will require coordination with TRV program due to design and construction dependencies and potential impacts to the TRV Service Plan for operations. VPRA is not directly participating in funding of the VRE station projects and other station and facility improvement projects, but is providing some grant funding. These projects include:

- | | |
|--|--|
| <ul style="list-style-type: none"> • L'Enfant Station and Fourth Track • Crystal City Station • Alexandria Station • Franconia-Springfield Station • Lorton Station • Woodbridge Station • Rippon Station • Potomac Shores Station (new) • Quantico Station • Brooke Station • Leeland Road Station | <ul style="list-style-type: none"> • Fredericksburg Station (rehabilitation and improvements) • Rolling Road Station improvements • Manassas Park parking improvements • Manassas Station improvements • New York Ave. midday storage facility • Broad Run Yard expansion • Crossroads maintenance and storage facility • Life-Cycle Overhaul and Upgrade facility |
|--|--|

The following improvements to be led and funded by the National Passenger Rail Corporation (Amtrak) will also require coordination due to design and construction dependencies and potential temporary Program Service Plan impacts:

- Washington Union Station Sub Basement
- First Street Tunnel
- Crystal City Station

Figure 1 depicts the location of the Projects along the former Conrail and RF&P corridors, and **Figure 1** depicts the location of the Projects along the N-Line.

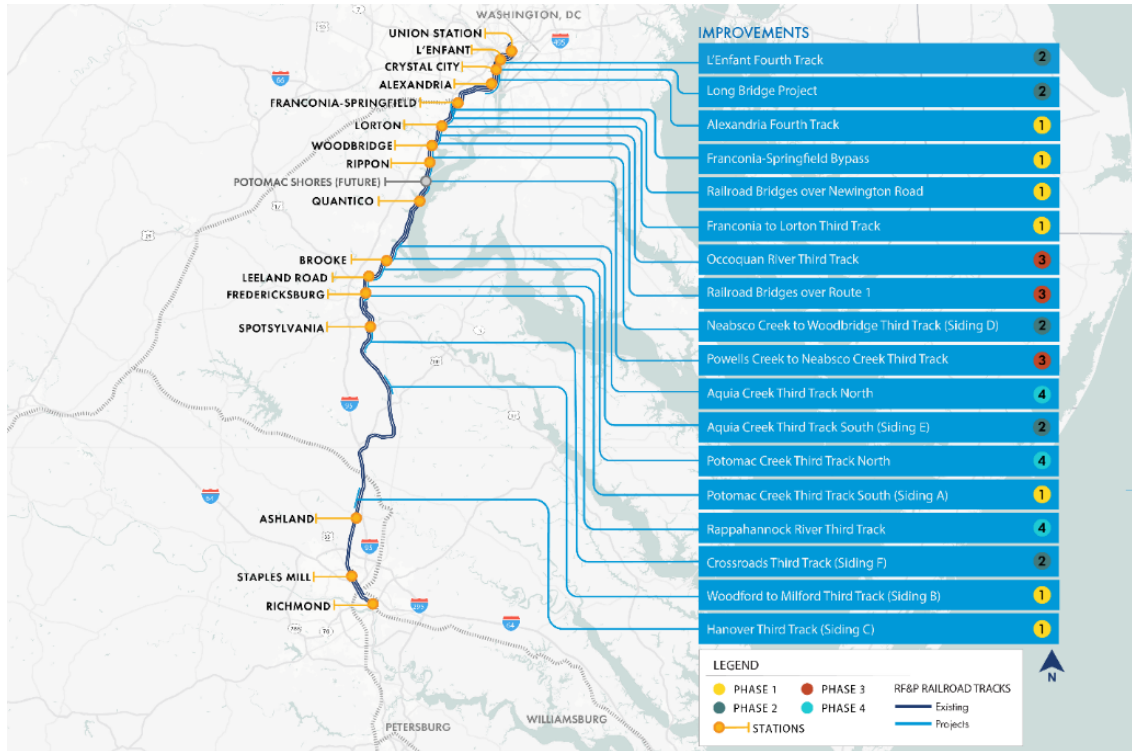


FIGURE 1: RF&P PROGRAM MAP

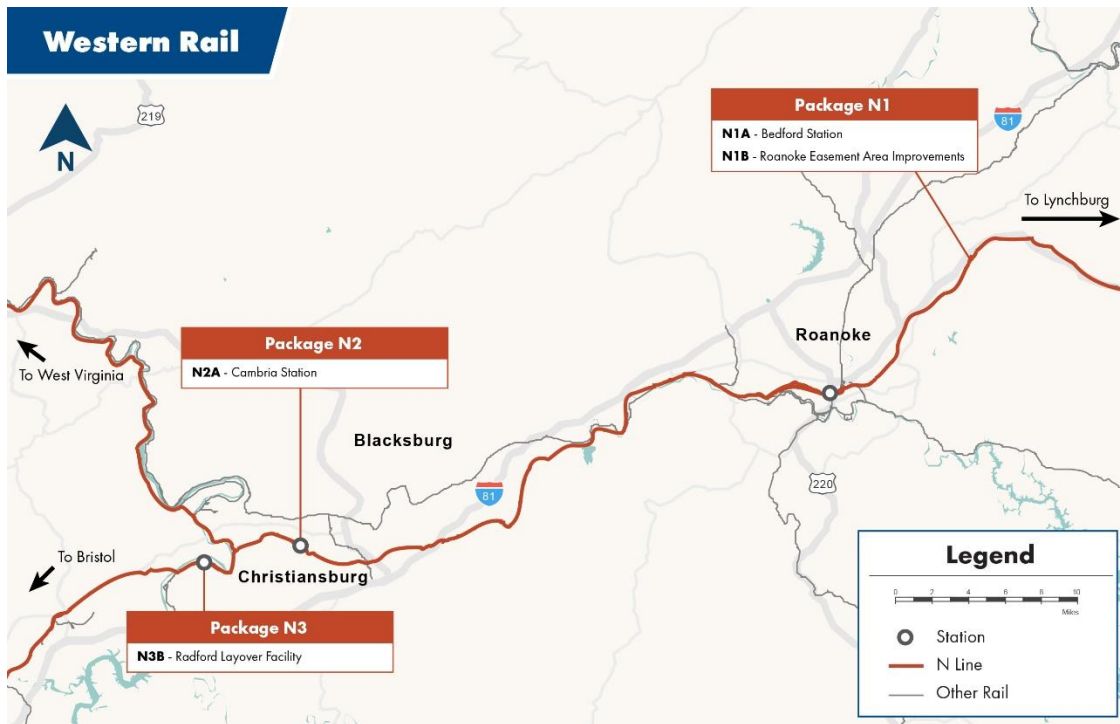


FIGURE 1: V-LINE PROGRAM MAP

1.2.1 Specific Project Backgrounds and Descriptions

Project backgrounds and descriptions, details concerning EIS/ROD approvals, and applications for reevaluation of approvals, for the Alexandria Fourth Track, Long Bridge South and Long Bridge North Projects have been provided to the Federal Railroad Administration (FRA). Project backgrounds and descriptions, details concerning EIS/ROD approvals, and applications for reevaluation of approvals, for the remaining Projects will be submitted to the FRA as they are developed.

1.3 Program Implementation Schedule

DRPT has developed, and VPRA will continue to maintain throughout the life of the TRV Program, an integrated master program schedule. The table below summarizes the estimated completion date for the RF&P Phase 1, Conrail/RF&P Phase 2, and N-Line program improvements. Schedule inputs from adjacent VRE, Amtrak and any other Projects will be added into the schedule as appropriate. Phase 3 and Phase 4 are considered future work, and therefore are not included in this schedule.

Project Number	Project Name	Estimated Completion Date
RF&P Phase 1		
R3A	Alexandria Fourth Track	2027
R5A	Franconia to Lorton Third Track	2029
R5B	Franconia-Springfield Bypass	2029
R5C	Railroad Bridges over Newington Road	2027
R10B	Potomac Creek Third Track (Siding A)	2029
R13C	Woodford to Milford Third Track (Siding B)	2028
R13D	Hanover Third Track (Siding C)	2028
Conrail/RF&P Phase 2		
R1A	L'Enfant Fourth Track and Station Improvements	2029
R2A	Long Bridge North and Long Bridge South Projects	2031
R7A	Neabsco Creek to Woodbridge (Siding D)	2029
R9A	Aquia Creek Third Track (Siding E)	2029
R13B	Crossroads Third Track (Siding F)	2029
N-Line		
N01B	Roanoke Easement Area Improvements	TBD
N02A	Christiansburg Station platform	TBD
N03A	Radford Layover Facility	TBD
TBD	Passenger Capacity Grant Projects	TBD
TBD	Western Virginia Rail Initiative Grant Projects	TBD

As the right-of-way acquisition schedule and the master program schedule become refined, both will be updated. More detail regarding the right-of-way acquisition schedule appears in Chapter 6 below.

1.4 Applicable Law

Real property acquisition under this RAMP must comply with the Uniform Relocation Act (42 U.S.C. § 4601 et seq.) and its implementing regulations found at 49 CFR Part 24. Real property acquisition in D.C. must also comply with the United States Constitution and federal law applicable to real property acquisitions by Amtrak (including 49 U.S.C. § 24311). Real property acquisitions in Virginia must comply with the United States Constitution, the Constitution of Virginia, and applicable provisions of Titles 1, 25.1, and 33.2 of the Code of Virginia (1950) as amended (Va. Code).

1.5 Proposed Real Estate Acquisitions

A matrix listing proposed ROW acquisitions for each Project must be developed prior to the commencement of ROW acquisitions for that Project. This matrix may be revised as planning for the Project proceeds toward 100 percent plans. A copy of such matrix for a Project will be provided to the FRA upon request.

Acquisition of each parcel shall be tracked by use of a property-specific schedule. A form of property-specific schedule for acquisition of each such parcel is attached as **Appendix A**. Each parcel schedule shall be updated regularly as appropriate.

1.6 Condemnation Process and Authority

In Virginia, all properties to be acquired by VPRA from private parties will be acquired by agreement under threat of condemnation or by condemnation. All private party acquisitions will be conducted in compliance with the Uniform Relocation Act and Virginia law, as stated above. VPRA has authority to condemn real property pursuant to Va. Code § 33.2-293. This section provides in part that VPRA's eminent domain proceedings "shall be in accordance with and subject to the provisions of any and all laws of the Commonwealth applicable to the exercise of the power of eminent domain and subject to the provisions of Chapter 2 (§ 25.1-200 et seq.) of Title 25.1. Title to any property condemned by the Authority shall immediately vest in the Authority, and the Authority shall be entitled to the immediate possession of such property upon the deposit with the clerk of the court in which such condemnation proceedings are originated of the total amount of the appraised price of the property and court costs and fees as provided by law, notwithstanding that any of the parties to such proceedings may appeal from any decision in such condemnation proceedings."

In D.C., all properties to be acquired by Amtrak from private parties will be acquired by agreement under threat of condemnation or by condemnation, in either case in compliance with the Uniform Relocation Act and other applicable federal law. Amtrak's authority to condemn real property in D.C. for the Long Bridge North Project in D.C. is set forth in 49 U.S.C. 24311.

1.7 Estimates of Parcels, Relocations and Budget by Project

Estimates of parcels to be acquired, necessary relocations, and a ROW acquisition budget have been prepared for the Alexandria Fourth Track Project, the Long Bridge Segment, and the Franconia-Lorton Third Track Project. Estimates of parcels to be acquired, necessary relocations, and a ROW acquisition budget have not been prepared for other Projects. Such estimates and budget for each additional Project will be prepared in advance of commencing ROW acquisition for that Project. All such estimates and budgets will be available for FRA review upon request.

2 Management and Organization

2.1 Organizational Structure

The Virginia Passenger Rail Authority is the lead agency and project sponsor and is the agency charged with delivering all Projects. VPRA will manage the property acquisition program for each Project, coordinating with the Virginia Department of Transportation (VDOT), the District Department of Transportation (DDOT), Amtrak, the National Park Service (NPS), the Washington Metropolitan Area Transit Authority (WMATA), and localities, as applicable, for the contribution or assignment of property interests that they control or will acquire. Amtrak will be the only public entity other than VPRA acquiring right-of-way for a Project, and Amtrak will only acquire right-of-way in the District. VPRA will be supported by staff of the Project Support Team in Virginia (PST Virginia), described below in § 2.3.

In Virginia, VPRA and the PST Virginia together will manage acquisition of real property interests for each Project. A Property Acquisition Team (PAT) will be assigned by VPRA for each Project using either the PST Virginia or entities under contract to the PST Virginia and approved by VPRA. Personnel performing roles in the property acquisitions for the Phase 1 Projects and the Long Bridge Segment are identified in **Appendix B**.

For future Projects in Virginia, VPRA will assign the tasks of property acquisition negotiations and closings, relocation assistance, title work and issuing title insurance policies, developing ROW acquisition plats, preparing appraisals and review appraisals to a PAT and one or more companies qualified to perform title and survey tasks in accordance with this RAMP and applicable law.

For all property acquisitions in Virginia for a Project, the amount of just compensation and the decision to file a petition for condemnation will be made by VPRA General Counsel, who may consult with the VPRA Executive Leadership Team.

In the District, Amtrak will manage acquisition of real property interests under threat of eminent domain using FRA funding, pursuant to rules and regulations of FRA. Also in the District, VPRA will manage non-URA acquisition of right-of-way from governmental and quasi-governmental entities such as NPS, WMATA, and the District. VPRA will be supported by staff of the PST DC, described below in § 2.3. Title insurance commitments for the parcels to be acquired from private parties in D.C. have been issued by National Capital Title & Escrow, LLC as agent for First American Title and provided to Amtrak. The amount of just compensation will be determined by Amtrak after consultation with VPRA. The decision to file a declaration of condemnation will be determined by Amtrak after consultation with VPRA General Counsel.

VPRA is fully capable of implementing the role of project sponsor using processes and procedures set forth in this RAMP, which are derived from requirements of Virginia law and regulations and federal law and regulations.

The organizational charts for ROW acquisitions and relocations for the Phase 1 Projects and the Long Bridge Segment are attached as **Appendix C**. Organizational charts for ROW acquisitions and relocations for other Projects have not been developed. Such charts will be developed prior to the commencement of ROW acquisitions for each Project, and will be provided to the FRA upon request for any Project.

2.2 Consultant and Stakeholder Agreements

Various consultant and stakeholder agreements are essential to the completion of real estate acquisition on time and within budget. For the Alexandria Fourth Track Project and the Long Bridge Segment, these include agreements with WMATA, the District of Columbia, Amtrak, Arlington County, and the City of Alexandria as well as with primary consultants including the PST Virginia and the Project Support Team in D.C (PST DC). Kimley-Horn Associates, Inc. will be the PST Virginia and Long Bridge Partners will be the PST DC. A list of essential agreements and their current status will be developed prior to the commencement of ROW acquisitions for each Project, and will be provided to FRA upon request for any Project.

2.3 Property Acquisition Support

Property acquisition from private parties in Virginia will be performed by VPRA, with the help of the PST Virginia and the PAT assigned by VPRA. For the Alexandria Fourth Track Project the assigned PAT will be the PST Virginia, acting as PAT (in such role, the A4T PAT). Property acquisition from private parties in the District will be performed by Amtrak, which may employ appraisers complying with all legal requirements including the Uniform Act. The non-URA acquisition of property for the Alexandria Fourth Track Segment will be performed by VPRA with the assistance of the PST Virginia. The specific roles of the PST Virginia and the A4T PAT ROW staff are briefly described within this section and are described in greater detail in Chapter 3 below.

2.3.1 PST Virginia

The PST Virginia will assist VPRA and the assigned PAT with the acquisition of property required for a Project through reviews and approvals of the Acquisition and Conveyance Baseline Plans (ABPs) (see § 3.2.1 below), and also through obtaining title reports and Environmental Site Assessments (ESAs) for parcels to be acquired. When plan development reaches the stage where property interest needed for the Project have been fully determined, the PST Virginia staff will be responsible for oversight of the acquisition program conducted by the PAT staff under VPRA direction. The assigned PAT's Project Manager will develop the appraisal problem for each property in Virginia in consultation with appraisers employed by or under contract to the assigned PAT.

The PST Virginia will work under the management of VPRA with respect to acquisitions in Virginia. All references to PST Virginia will mean Kimley-Horn and Associates, Inc. as the administrative agent acting on behalf of VPRA for Projects within the TRV Program located in Virginia.

Although the PST Virginia will have responsibility as administrative agent for VPRA in Virginia, it will not be directly involved in acquisition of real property interests. In Virginia, real property interests to be acquired from private parties will be acquired by the assigned PAT, while real property interests to be acquired from governmental entities, quasi-governmental entities such as WMATA, and freight railroads such as Norfolk Southern Railway Company will be acquired directly by VPRA.

2.3.2 PST DC

The PST DC will assist VPRA in supporting acquisition efforts in the District by VPRA (from public entities) and Amtrak (from private parties). Further references to PST DC will mean Long Bridge Partners as the administrative agent acting on behalf of VPRA for the Long Bridge Segment.

Although the PST DC will have responsibility as administrative agent for VPRA, it will not be directly involved in acquisition of real property interests. In the District, real property interests to be acquired from private parties will be acquired under Amtrak management and control. Real property interests to be acquired from governmental entities and quasi-governmental entities such as WMATA will be acquired directly by VPRA.

2.3.3 Assigned PAT for Acquisitions in Virginia

In Virginia, the assigned PAT (if not the PST Virginia) will work under contract of the PST Virginia as a subconsultant, and will consist of consultants or subconsultants with expertise in appraisal, review appraisal, negotiation, relocation, and other applicable fields. These consultants are necessary to facilitate the acquisition process. Acquisitions in Virginia from public and quasi-public entities and from freight railroads will be handled directly by VPRA with the assistance of the PST Virginia. The assigned PAT will need to meet qualification requirements of VPRA created in consultation with VDOT.

2.3.4 Outside Counsel

VPRA will hire outside counsel as needed to review documents for compliance with state and federal law and to represent VPRA in all Virginia eminent domain cases. Amtrak General Counsel or outside counsel will represent Amtrak in all eminent domain cases in the District of Columbia.

2.3.5 Environmental Consultants

VPRA will work with the PSTs and project partners, and where necessary retain consulting firm(s) to perform National Environmental Policy Act (NEPA) compliance reviews and ESAs on property interests to be acquired. The environmental investigations and reviews will be conducted in compliance with the requirements of the American Society of Testing and Materials (ASTM) and applicable state and federal regulations.

Environmental work for other Projects will be coordinated between VPRA and the host freight railroad, if any. ESAs for new right-of-way acquisitions will be led by a team of VPRA and the PST Virginia. Phase I ESA reports for other Projects will be performed by Kimley-Horn and Associates, Inc. or another qualified consultant, and Phase II ESA reports for other Projects will be performed by a consultant under contract to the PST Virginia and acceptable to VPRA. The personnel performing environmental work for the Long Bridge Segment and the Phase 1 Projects are identified in **Appendix B**.

2.3.6 Design Consultants (Engineering)

Preliminary engineering will be led by CSXT or by VPRA, as agreed between the parties, through their consultant teams. Preliminary and final right-of-way and land acquisition plats will be prepared by VPRA's survey consultant under the direction of VPRA, based on track

design and rail corridor boundary line surveys. Plan changes initiated by CSXT or VPRA will be submitted to the Project designer for design modifications. Once implemented, the plan changes will be distributed to VPRA's consultant surveyor for right-of-way plat modifications. Engineering design consultants for the Long Bridge Segment and the Phase 1 Projects are identified in **Appendix B**.

2.4 Updates After Final Acquisition Baseline Plans

This section outlines how the additional acquisition activities should be handled if design changes are necessary beyond the final Acquisition Baseline Plans (ABPs).

2.4.1 Changing the Acquisition Baseline Plans

Final ABPs are developed in advance of final construction plans to allow sufficient acquisition time for parcels that may be impacted by construction. In the case where a design change is needed which alters the final ABPs, the team must review and respond quickly to keep the Project on schedule. Design revisions often have a negative impact on scheduling and must be processed expeditiously.

Below are the four potential circumstances under which the ABPs will be changed:

- VPRA-initiated changes
- Partner Entity (CSXT, NPS, DDOT, Amtrak, etc.)-initiated changes
- Final Design Contractor-initiated changes
- Private utility relocation changes

VPRA initiated changes may be the result of negotiations with landowner or political influences. Landowner requests for design changes will be evaluated by the VPRA Project Manager and VPRA's Associate General Counsel – Right-of-way and Land Use (AGC-RWLU), in consultation with the contractor and PST, as appropriate. The final decision on all design changes will be made by VPRA's Vice President of Engineering and Construction. Partner Entity initiated changes may result from adjacent development agreements with developers and landowners. These changes may be subject to being funded by the entity proposing as a betterment. The Final Design Contractor should only recommend changes if there will be significant cost savings, reduction in construction time, utility easement adjustment, or change in environmental permitting requirements. Each circumstance for changing the ABPs will be handled by VPRA and the PSTs on a case by case basis.

2.4.2 Updating and Maintaining the Property Acquisition Schedule

Design issues and revisions associated with landowner requests have strong influence on scheduling. Updating and maintenance of the acquisition schedule will be the responsibility of the PST teams. Land acquisitions will begin once ABPs are finalized, the NEPA documents have been approved and funding is in place.

3 Virginia Real Property Acquisition Procedures

The real estate acquisition procedures applicable to VPRA acquisitions are summarized in this Chapter. Whenever there is a reference to the VPRA General Counsel, that reference shall mean the General Counsel or his or her designee, unless otherwise specified.

3.1 Document Controls

3.1.1 Setting Up the Project in Right-of-Way Database

One of the first tasks in the preliminary stage is to set up the Project in VPRA's right-of-way database (ROWD). All appraisals, title reports, acquisition plats, negotiator's logs and any other right-of-way acquisition documents will be stored in the ROWD. The version of the ROWD to be used for Phase 1 Projects and the Long Bridge Segment is in development at this time, and is expected to be based on the FlairDocs software package. When it facilitates compliance with all requirements of this RAMP, then all records, entries and attached documents will be transferred to the permanent version of the ROWD. Until that time and with VDOT permission, VPRA intends to use the VDOT Right of Way and Utilities Management System (RUMS) as its ROWD. The ROWD will be managed by VPRA's AGC-RWLU with assistance from the PST Virginia. Design and Construction initially will be managed by the PST Virginia, but may be moved to VPRA management in the future.

3.1.2 CADD Based Electronic Design Documents

CADD based project files must be saved in a Project document control system. There will be one system created by the PST Virginia and accessed by the PST Virginia, the PST DC, and VPRA. For the Long Bridge Segment, CADD files will be included at each milestone submittal. For the Alexandria Fourth Track Segment and all other Projects in Virginia, CADD files will be included when delivered to VPRA or the PST Virginia.

3.1.3 Non-CADD Based Electronic Design and Construction Documents

All finalized non-CADD based Project documents will need to be saved in the Program's document control system. Throughout each Project phase, finalized Project documents need to be uploaded to the storage platform as a permanent record of their completion. VPRA will manage and review all working non-CADD based Project documents on a cloud-based system such as SharePoint or a suitable alternative. Each Project phase's (design and construction) Project Managers for the PST Virginia and the PST DC are each responsible for filing all Project documents in the document control system. All documents are stored in electronic format. All platforms for non-CADD based Project documents need to be organized by Project phase and then by Project task and sub tasks.

It is anticipated that VPRA's design consultants will use a cloud-based system such as SharePoint or a suitable alternative for all non-CADD based Project documents. Details will be outlined in the Project Work Plan for each Project.

3.1.4 Original Physical Documents

All critical original physical documents will be scanned and stored as a non-CADD Based Electronic Document or stored in the ROWD, as appropriate, with the paper original stored securely at VPRA offices.

3.2 Preliminary Right-of-Way Stage

This is the stage where Project design is advanced and preliminary right-of-way needs are identified. Elements in the preliminary stage include the following: Project pre-scoping, scoping, right-of-way estimates, right-of-way plan development, field inspections, public involvement and (where applicable) public hearings and meetings, preparation of title information, assembly of market data and, where appropriate, appraisals. These elements will be discussed in detail in this section with the exceptions of title information, which is discussed in § 3.3.3, and appraisals, which are discussed in § 3.4. The purpose of activities at this stage is to obtain and analyze information that is necessary to develop Project plans and to later perform acquisition and relocation in a timely, effective manner. Another important objective is to contribute to the evaluation and mitigation of environmental and property impacts caused by the proposed Project. It is important to collect right-of-way information relating to acquisition and displacement impacts in the Project area, such as impacts, on employment, neighborhood cohesion, housing availability, environmental justice issues, and community tax base.

3.2.1 Right-of-Way Plans

These plans show property data at every Project stage. Plans overlaid on aerial photos may be used for public meetings. Detailed plans and plats showing property lines, proposed right-of-way lines, acquisition and residue areas, and all existing improvements are needed for the appraisal and acquisition functions. It is critical that right-of-way information be reflected on plans as early as possible and that topographic and improvement data is accurate and complete. Preliminary plans will be placed in the Project database and will be updated as they are refined.

For all Projects in Virginia, the surveyor assigned by the PST Virginia and approved by VPRA will advance the initial real estate acquisition and conveyance baseline plans (ABPs) provided by the engineer of record for the 60% design submission. Such surveyor will be responsible for preparation of right-of-way acquisition plats based on field surveys implementing the ABPs. At completion of 60% design, such surveyor shall also create the ROW data sheet which defines parcels to be acquired, along with the acquisition areas. Cross sections, profiles, hydraulic design, erosion control plans, and utility relocation plans are also to be updated by the engineer of record and included as a part of this process to ensure adequate ROW is being acquired.

3.2.2 Right-of-Way Estimates

It is critical that the right-of-way cost estimate be carefully prepared to include estimates for all items that will be charged to FRA's right-of-way standard cost category 60. Right-of-way

cost estimates will be prepared initially at the preliminary engineering phase and will be updated regularly. The preliminary estimates are generally based on extremely limited data and as such must be updated continually as the Project advances. More details concerning right-of-way acquisition cost estimates appears in Chapter 7 below.

3.2.3 Field Inspection

The purpose of the field inspection is to confirm that the preliminary plans accurately and completely reflect the existing site conditions and that the proposed improvements are properly designed. It is an occasion to identify existing encroachments and improvements, such as dwellings, wells, out buildings, drainage facilities, mobile homes, etc., that may have been missed in the early survey. Environmentally sensitive areas and sites of historic or archeological significance should be identified. Occupants or stored property should also be identified. The objective is to develop a comprehensive set of Project plans before design is finalized and property acquisition begins. The information compiled during the field inspection should be promptly and accurately communicated to the assigned PAT personnel and the PST Virginia for their use in coordinating estimates, plan modifications, appraisal and title updates, and preparation for negotiations. The field inspection is a multi-disciplinary effort, with participants from functional specialties that are relevant to the circumstances in the Project area and the rail corridor design.

The assigned PAT personnel making the field observations for preparation of ROW data and estimates should thoroughly evaluate the following.

3.2.3.1 Social and Economic Factors

Social and economic factors include the following:

1. concentration of minority, low income, or elderly residents and families;
2. indications of a cohesive neighborhood being bisected by a rail corridor alignment;
3. disproportionate displacement of low income, minority, or elderly residents because of the Project;
4. dependency of residents on public transportation to travel to work, schools or shopping;
5. acquisition of businesses that provide employment to a significant number of community residents, or are the sole retail source for a product or service, or will diminish the viability of a shopping district;
6. acquisition of community resources, such as health or recreation facilities, parks, churches, or schools;
7. diminished access to the above community resources caused by the proposed rail corridor location;
8. acquisition of housing of a type that is in short supply, such as those that accommodate large families or rental housing for moderate income residents; and
9. presence on the Project of residents with special needs, such as non-English speaking families or handicapped residents dependent on special services available nearby.

3.2.3.2 Environmental Justice

Presidential Executive Order 12898, dated February 11, 1994, entitled Federal Actions to Address Environmental Justice in Minority and Low-Income Populations, requires a special focus in transportation planning on environmental and human health conditions affecting minority and low-income populations. This places stronger emphasis on conditions that have previously been a concern in environmental studies for proposed Projects. Right-of-way representatives performing field observations and studies should be alert to the presence of low-income and minority populations and report any effects that may occur because of the Project, either of a beneficial or detrimental nature. The consideration of environmental justice factors is to include the community affected by the proposed rail corridor and not be limited to the right-of-way acquisition area.

3.2.3.3 Field Inspection Checklist

Items on this checklist include evaluation of horizontal and vertical alignments, site topography, property and parcel information, private and public utilities, comparison of construction limits to right-of-way boundaries, observation of right-of-way features and considerations, observation of buildings, evaluation of nuisance, small or uneconomic residues, drainage, and visible easements.

3.2.4 Public Hearings and Meetings

There are no requirements in Va. Code Title 33.2 that VPRA hold any public meetings for its Projects. There are several federal and D.C. requirements for public meetings. VPRA will hold all such required meetings and provide due notice of such meetings. Also, VPRA may hold one or more public meetings for its Projects in Virginia. VPRA shall give public notice of any such meeting at least 30 days prior to such meeting.

3.3 Legal Considerations in Virginia

VPRA is authorized under Va. Code § 33.2-293 to acquire real property both within and beyond the geographic bounds of the Commonwealth of Virginia, and is authorized to exercise the power of eminent domain to acquire real property interests necessary for the construction of rail facilities. Still, there are some entities such as National Park Service, the District, and WMATA over which VPRA has no power of eminent domain, thus, will acquire real property interests from those entities by means other than the exercise (or threat) of eminent domain. In some cases where VPRA deems it beneficial to a Project, it may opt to acquire from specific entities (e.g., Arlington County, City of Alexandria, or Norfolk Southern Railway Company) by means other than the exercise (or threat) of eminent domain.

3.3.1 Virginia Right-of-Way Laws

As mentioned, VPRA has the power of eminent domain pursuant to Va. Code § 33.2-293. This power may be exercised pursuant to, inter alia, Title 25.1 of the Va. Code, other sections of the Virginia Code applicable to the exercise of eminent domain by VPRA such as Va. Code § 1-219.1, and the Constitution of Virginia.

3.3.2 Federal Right-of-Way Laws and Policies

VPRA's acquisitions are subject to the Uniform Act, 49 CFR Part 24, and the U.S. Constitution.

3.3.3 Title Examinations

VPRA, through the PST Virginia as its agent, will cause a title examination to be prepared for each parcel in which VPRA will acquire a real property interest, either temporary or permanent. Where the entity from which the land is to be acquired is a governmental or quasi-governmental entity, the title examination will be a current owner title examination. Also, where the only interest to be acquired from a private party is a temporary construction easement, a current owner title examination will be sufficient. In all other cases a full 60-year title examination will be required.

In all cases, where a fee simple interest in property is to be acquired, VPRA acquisitions are to comply with Va. Code § 25.1-204(D), which provides that "Notwithstanding any provision of law to the contrary, a condemnor, prior to making an offer to acquire a fee simple interest in property by purchase or filing a certificate of take or certificate of deposit pursuant to Chapter 3 (§ 25.1-300 et seq.) or § 33.2-1019, shall (i) conduct or cause to be conducted an examination of title to the property in order to ascertain the identity of each owner of such property and to determine the nature and extent of such owner's interests in the property, which examination of title shall be for at least 60 years; (ii) provide to such owner or owners a copy of the report showing the examination of title; and (iii) provide to such owner or owners a copy of all recorded instruments within the 60-year title history of such property, including all deeds of trust, releases, liens, deeds, or other instruments identified in the report." Therefore, the title examination for such shall be for at least 60 years, and the person or entity conducting the title examination will also provide to PST Virginia copies of all recorded instruments within the 60-year title history of such property, including all deeds of trust, releases, liens, deeds, or other instruments identified in the report. The title examination will be prepared and incorporated into a title insurance commitment issued by a national title insurance company. VPRA or the PAT team will review all encumbrances against title that are applicable to the area to be acquired and that are identified by the title examination. An update to the title commitment will be required prior to closing by the closing agent on the acquisition of any parcel. In certain circumstances VPRA may require that title commitments more than six months old be updated prior to execution of the purchase agreement. All title examinations and title commitments must be satisfactory to the VPRA AGC-RWLU.

3.3.4 Closings by Agreement

The assigned PAT will conduct all closings conducted by agreement under the threat of eminent domain. Such closings shall be conducted under the general supervision of VPRA's General Counsel's office (General Counsel or any Associate General Counsel). Counsel need not be involved in every closing but shall be available upon request. VPRA will conduct all closings of voluntary conveyances from governmental entities or quasi-governmental entities in Virginia and the District.

The staff member for the assigned PAT who is given the responsibility for conducting the closing is the "closing agent." In addition to being responsible for conducting the closing, obtaining lien releases, and clearing other clouds on the title, it is the responsibility of the closing agent

to make appropriate comments on the legal tab in the ROWD to describe the actions taken and progress towards completion of closing and post-closing requirements.

VPRA AGC-RWLU or outside counsel will certify all title reports prepared by right-of-way staff before the closing. All title reports must be prepared to conform to § 3.3.3 of this RAMP. Releases of deeds of trust, taxes, and judgments will be secured prior to closing as specified in the "Closing Guidelines" column in Table 3.1 at the end of this section. This last column represents the degree of risk VPRA is willing to accept in connection with closings on voluntary conveyances.

VPRA will provide all funds due for each acquisition by agreement prior to closing. The assigned PAT will ensure that the closing agent uses the following documents for the closing:

- Instrument of conveyance;
- Plat to accompany and to be recorded with the instrument of conveyance; and
- Closing statement.

Prior to closing, the closing agent shall prepare to clear all liens or other encumbrances upon the property at closing. At the closing, the closing agent will recover any closing costs that are the responsibility of the owner. The assigned PAT will be responsible for the accuracy of the closing statement. The instrument of conveyance and the closing statement will be executed by the parties. The owner will be provided copies of all closing documents signed. Any sums to be paid to the owner or otherwise credited to either party at closing will be shown on the settlement statement. The assigned PAT is responsible to ensure that a title rundown from the date of the current owner title report or title commitment (as the case may be) to the time of recording indicates no additional encumbrances upon the title, and that all conveyance documents, including appropriate plats, are properly recorded.

The assigned PAT shall not pay consideration to the owner in the form of net proceeds indicated by the settlement statement until all conveyance documents have been accepted for recordation by the Clerk or Recorder of Deeds and the title rundown indicates no additional encumbrances upon the title.

After closing, the closing agent will forward a copy of the closing statement, the recorded instrument of conveyance and plat, a certification that no further encumbrances upon title were found between the date of the prior title examination and recordation, and any other related documents. A copy of the closing statement will be retained in the closing agent's file.

TABLE 3.1

ACCEPTABLE RISK AT CLOSING

ACQUISITION	CLOSING GUIDELINES
Temporary easement	Less than \$20,000 – close subject to deeds of trust, taxes and judgments Greater than \$20,000 – VPRA General Counsel to advise on closing subject to title objections
Permanent Easement	Less than \$15,000 – close subject to deeds of trust, taxes and judgments

	Greater than \$15,000 – obtain release or subordination of deeds of trust; close subject to judgments and taxes because no land is acquired in fee.
Fee Acquisition – partial take	Less than \$10,000 – close subject to deeds of trust, taxes and judgments Greater than \$10,000 – obtain releases of deeds of trust, VPRA General Counsel to advise on releases of judgments and taxes.
Fee Acquisition – total take	Obtain releases of deeds of trust, judgments and taxes regardless of value

3.4 Appraisals

The following requirements, as well as all requirements contained in **Appendix D** attached hereto, apply to all appraisals conducted for real property acquisitions undertaken pursuant to this RAMP.

3.4.1 Applicable Appraisal Standards

Applicable appraisal standards are found in the Uniform Act, Uniform Standards of Professional Appraisal Practice (USPAP), and the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA). The Uniform Act establishes a uniform policy for the fair and equitable treatment of persons who are displaced as a direct result of programs or projects that are undertaken by a federal agency or with federal financial assistance. It ensures that displaced persons shall not suffer disproportionate injuries as the result of programs and projects designed for the benefit of the public as a whole and minimizes the hardship of displacement on such persons. Also, it establishes minimum real property acquisition policies for appraisal, negotiation, and property possession standards and requirements. It is important that the appraiser comply with this RAMP to ensure compliance with the Uniform Act.

The Uniform Act has varying degrees of impact on the eminent domain appraisal process. In part, it requires that the appraiser comply with UASFLA where appropriate. The appraiser will be informed if this is the case. VPRA emphasizes and requires that the appraiser comply with USPAP in effect on the date of the appraisal report.

USPAP allows for extraordinary assumptions, hypothetical conditions, and jurisdictional exceptions. If an appraisal prepared for VPRA has extraordinary assumptions, hypothetical conditions, and/or jurisdictional exceptions, they must be clearly stated in the appraisal report.

3.4.2 Appraiser Licensing and Competency

All individuals performing appraisals for VPRA must be appropriately licensed in Virginia as an appraiser, and they must meet the competency provision required by USPAP. Review Appraisers must also be appropriately licensed and comply with the competency provision of USPAP.

If an Appraiser or Review Appraiser does not meet the competency provision set forth in USPAP but does meet the minimum level of licensure required to review an appraisal assignment, the

Appraiser or Review Appraiser must disclose his/her lack of competency to complete the assignment, as required by USPAP, to the assigned PAT, the PST Virginia and VPRA. When doing so, they must state what steps they will take to meet the competency provision required by USPAP for completing the review appraisal assignment. VPRA or the PST Virginia may elect to reassign the appraisal or review appraisal to a different Appraiser.

If the required scope of the review appraisal assignment exceeds the Review Appraiser's licensing status, VPRA requires that the Review Appraiser decline the assignment. If the scope of the assignment falls within the realm of a Review Appraiser's licensing status and competency, and the original appraisal reviewed was completed by an appraiser with a higher level of licensure (e.g., the Review Appraiser is a Certified Residential Appraiser but the appraisal was completed by a Certified General Real Estate Appraiser), the Review Appraiser may complete the review appraisal assignment.

3.4.3 Appraiser Conduct

The appraiser is expected to avoid being an advocate on behalf of either VPRA or the property owner. The appraiser is expected to comprehensively analyze and address all impacts of a Project on an owner's property. The appraiser should not attempt to steer the appraisal process in order to influence the possibility of litigation. The appraiser is expected to employ sound appraisal practices and methodology necessary to produce a credible, reliable, and unbiased opinion of market value as defined within the report and to produce an appraisal that meets the requirements stated in this manual. The appraiser is expected to provide services in a timely manner to avoid Project delays that may impact VPRA's ability to meet Project deadlines. However, the appraiser's opinions of value should not be influenced by VPRA's Project deadlines. Also, when called upon to do so, the appraiser is expected to respond in a timely manner for additional information or clarification. The appraiser must comply with the ethics and confidentiality requirements set forth by USPAP. Neither an appraiser nor a Review Appraiser can have a direct, or an indirect, interest in a property that they appraise for VPRA.

3.4.4 Appraisals for Court Testimony

Please refer to § 8.2 of this RAMP for a description of the process involved in the retaining of an appraiser to serve as an expert witness.

3.4.5 Data Ownership

VPRA owns the data provided in an appraisal report or as a result of the appraisal process. At times, market participants may agree to provide data to an appraiser, and they may request that the information provided by them be kept confidential. VPRA cannot guarantee the confidentiality of the data and sources that are provided in an appraisal report. VPRA distributes appraisals to property owners and other sources as required by law. While not preferred, anonymous sources of data will be accepted when no other market data is available (e.g., comparable property operating statements) and the market participant providing the data requests anonymity. However, this data should also be supported by secondary data sources that publish similar data (e.g., "Dollars and Cents for Shopping Centers" for a retail property).

3.4.6 Initial Inspection

In the initial stages of the appraisal assignment, the appraiser will visit the subject property. The appraiser will provide notice to the owner before visiting the property and will give the owner the opportunity to accompany the appraiser when he or she visits the property. If a relocation is anticipated in connection with the particular acquisition, the assigned PAT's relocation agent should accompany the appraiser on this initial visit. This will allow the appraiser to indicate, in person, to the relocation agent what items he or she identifies as fixtures or personal property, thereby assisting that relocation agent in determining what needs to be moved. See also § 11.3 in **Appendix F** to this RAMP.

3.4.7 Appraisal Development

The appraisal is an estimate of the market value of property supported by available market data and pertinent facts related to the before acquisition value, the value of the acquisition, and the remaining property value if applicable. The Appraisal of Real Estate, 14th Edition, defines an appraisal as "the act or process of developing an opinion of value". Appraisals submitted to VPRA will comply with USPAP standards that are in effect as of the effective date of the Appraisal Report. This requirement does not apply to the performance of cost estimating or negotiation by personnel who may be appraisers. Among other items, these standards address the development and the reporting of an appraisal, as well as the review of an appraisal. A more detailed discussion of appraisal standards and appraisal development is attached hereto as **Appendix D**.

3.4.8 Appraisal Reporting

VPRA accepts the use of VDOT appraisal report templates. Two types of appraisal report templates are used by VPRA. They include an Acquisition Appraisal Report (AA) (VDOT Form RUMS AP3) and a Narrative Appraisal Report (NA) (VDOT Form RUMS AP4). In addition, a Technical Review Appraisal Report (VDOT Form RUMS AF8) is used for review appraisals. If a report requires an update, an Appraisal Update form (VDOT Form RUMS AF19) may be used.

USPAP, Standard 2: Real Property Appraisal Reporting outlines the requirements applicable to the reporting of an appraisal. The minimum reporting requirement accepted by VPRA is a written "appraisal report", as defined by USPAP. Restricted use reports are not permitted. Oral appraisal reports are not permitted without the approval of the VPRA General Counsel.

A. The Acquisition Appraisal (AA) Report [VDOT Form RUMS AP3]

The Acquisition Appraisal Report meets the minimum reporting requirements for VPRA. This appraisal is a complete appraisal report, as defined by USPAP. It is used to value partial acquisitions comprised of land or land and minor improvements. Cost-to-cure items, such as property pins, fencing, water supply, septic systems, etc., may be included. The Acquisition Appraisal Report cannot be used if there is estimated to be incurable damages to the remaining property, changes in zoning, or changes in highest and best use.

B. The Narrative Appraisal (NA) Report [VDOT Form RUMS AP4]

Similar to the Acquisition Appraisal, a Narrative Appraisal Report is a complete appraisal, summary report. This format is used when the appraisal problem does not meet the criteria for using the Acquisition Appraisal Report format. The type of appraisal report format used

is determined by the scope of the appraisal problem. A Narrative Appraisal Report is required for properties that are improved properties and comprise total acquisitions, where damages to the remaining property are anticipated, or where the complexity and scope of the appraisal problem requires a more detailed analysis.

C. The VDOT Technical Review Appraisal [VDOT Form RUMS AF8]

Review appraisals are required to comply with USPAP requirements. The Technical Review Appraisal Form (VDOT Form RUMS AF8) is designed to assist the appraiser with USPAP compliance. Attachments to the review appraisal form may be used to supplement the appraiser's analysis.

D. The Appraisal Update [VDOT Form RUMS AF19]

This form specifically addresses the value allocation that VPRA requires, and it is designed to meet USPAP requirements. The update incorporates the original scope, definition of market conditions, intended use, client and intended user, purpose, hypothetical conditions, extraordinary assumptions as those contained in the original appraisal report, unless otherwise specified.

3.4.9 Minimum Reporting Requirements

All appraisal reports must meet the minimum requirements outlined by USPAP for a Summary Report and by this RAMP. VPRA reserves the right to reject any appraisal report that does not fully comply with USPAP requirements.

3.4.10 Additional Requirements for a Narrative Report

The following are additional requirements for a Narrative Report:

A. When buildings of greater than nominal value are to be appraised, a complete floor plan shall be included in the appraisal report. The floor plan or building layout does not have to be to scale; however, the proper perspective of the number and size of rooms to the overall building area shall be maintained. All exterior dimensions shall be shown to help maintain the proper perspective.

B. Photographs of the property showing all above ground improvements and/or the property features that affect property value must be included. The photographs should also show all major site improvements, general topography of the property, and any unusual features of the property. If buildings are to be acquired or damaged, pictures of the interior are required.

C. Each appraisal shall contain an accurate and legible sketch of the entire property (e.g., tax map, recorded plat, etc.).

1. The photograph number and direction shall be shown on the property sketch.

2. Identify all roads, streets, or other means of access that serve the property.

3. The location and dimensions of buildings and/or structures showing distances from the right-of-way lines will be shown in their approximate location. If the acquisition is very small and the improvements will be unaffected, it will not be necessary to locate buildings accurately or give measurements from the right-of-way lines.

4. "D" numbers shall designate buildings, significant signs, underground tanks, and wells within the acquisition that are to be demolished.

5. The appraisal sketch does not need to be drawn to scale. However, the proper perspective of land and improvements shall be maintained. A north arrow must be shown.

6. Demarcation lines shall show the land divisions indicated by the appraiser.

D. The description of the remainder must be detailed enough to support adjustments in the Sales Comparison Approach (e.g., age and condition), within the Cost Approach (e.g., depreciation), and within the Income Approach (e.g., operating expense ratio).

E. The appraiser must provide adequate market support for all income multipliers, capitalization rates, discount rates, and/or yield rates that are used in the appraisal. If the appraiser elects to use a yield capitalization method (e.g., a discounted cash flow), the appraiser should contact VPRA General Counsel to discuss its necessity because yield capitalization is seldom relied upon and/or recognized by the courts. Care should be given to ensure that rates extracted from the market are consistent with the development of the income and expense projections for the subject property (e.g., if the income and expense statement includes a line item for replacement reserves, capitalization rates extracted from market sales should have similarly considered this expense as a line item).

F. If applicable, the appraiser should provide expense estimates based upon market support when constructing a property expense forecast. The expense forecast may include replacement reserves as a line item expense.

G. When incurable damages exist, an after valuation of the appraised property is required. When an after value is completed, an allocation that compares the before and after valuation must be provided. The before and after itemization is based on the land and any improvements that are appraised in order to estimate the compensation due. At a minimum the itemization must include:

1. The value of the property appraised prior to the acquisition (A).
2. The value of the land in fee and permanent easements plus any improvements acquired. (B) (Note: The value of temporary construction easements shall not be included in this calculation.)
3. The value of the land and improvements remaining after the acquisition (C) but prior to the recognition of the damages and/or enhancements (B subtracted from A).
4. The value of the remainder (land and improvements) including the recognition of damages and/or enhancements (D).
5. The element of damage or enhancement to the remainder (D subtracted from C).

H. When two or more approaches are used to establish value in either the before or after situations, a final reconciliation of value must be shown. This final conclusion of value will be itemized to show the allocation of value to land, buildings and site improvements.

3.4.11 Review Appraisals

For all appraisal reports completed for VPRA, a licensed Review Appraiser, who possesses the competency as defined by USPAP, prepares a review appraisal. Review appraisals are completed on a Technical Review Appraisal Report form [VDOT Form RUMS AF8]. A PDF portfolio will be created by the PAT containing the appraisal report and review appraisal report and uploaded into the ROWD. Each review appraisal will meet the minimum requirements of USPAP. The VPRA General Counsel is responsible for approving the action recommended by the Review Appraiser for the disposition of an appraisal.

3.4.12 Report Submission and Review

The appraiser will electronically submit the completed, signed appraisal report in PDF format via the ROWD. The assigned PAT or PST Virginia will e-mail the Review Appraiser to inform the Review Appraiser that the report is complete and ready for review. Once the review is complete, it is the responsibility of the reviewer to upload a portfolio containing both the appraisal and review appraisal to the ROWD. VPRA General Counsel will then be notified by email indicating the appraisal report has been reviewed and recommended for approval. After consultation with appropriate members of the VPRA Executive Team, VPRA General Counsel will then electronically sign page 1 of the appraisal report approving the appraisal report for acquisition.

Appraisal reports may be co-signed, in which case, each appraiser signing the appraisal report will be responsible for the contents of an appraisal report. Contributions made by those who may have assisted in the development of an appraisal must be disclosed within the appraisal report.

All reports are required to meet the requirements of this manual, and the conditions of the appraisal contract. If the Review Appraiser is unable to obtain a report that complies with this manual or with an appraisal contract, when applicable, they will notify VPRA General Counsel in writing (e-mail or memorandum) and describe the circumstances.

3.4.13 Appraisal Reports

Appraisal reports are electronically submitted via the ROWD unless otherwise specified. Appraisal revisions are made as needed with each submission being uploaded via the ROWD. Once an appraisal is submitted and it has been approved for negotiations, it may not be revised. An updated appraisal or a new appraisal is required if conditions change after that point. Reporting requirements are outlined in §§ 3.4.8 through 3.4.10 above. Ultimately, the Review Appraiser must complete a technical review appraisal by using the Technical Review Appraisal Report form [VDOT Form RUMS AF8] and is responsible for ensuring that the appraisal is complete and accurate.

Appraisal reports that require specific approval of VPRA General Counsel prior to negotiation include any appraisal that is obtained for a reason other than right-of-way acquisition. Appraisals obtained for right-of-way acquisition purposes do not require review and approval by the VPRA General Counsel. However, the assigned PAT or the PST Virginia may request that VPRA General Counsel complete a review of a specific appraisal to obtain additional input prior to negotiating for the acquisition of the property. Likewise, the VPRA General Counsel may elect to complete a review of any appraisal prior to it being approved for negotiation.

All appraisal reports and review appraisals are subject to review by the VPRA General Counsel at any point in time.

3.4.14 Sales Review

The Review Appraiser and PST Virginia will at a minimum:

- A. Inspect all sales, verify the information as accurate, and verify the math calculations.
- B. Ensure the accuracy of the information provided for a comparable sale. However, the Review Appraiser may use his or her discretion and complete a judgmental sampling of the comparable sales. Verification of the data for a comparable sale can be made by reviewing courthouse records and/or by using reliable third-party data. The Review Appraiser should note the sales that have been verified on the comparable sales data sheet and make any pertinent remarks.
- C. Indicate if the comparable sale is approved on the comparable sale data sheet.
- D. Accepts responsibility for the accuracy of all information and estimates contained on the comparable data form.

3.4.15 Appraisal Report Review

The Review Appraiser and assigned PAT or PST Virginia will at a minimum:

- A. Ensure that the appraisal meets the minimum standards and the requirements set forth in this manual and complies with the USPAP, state laws and regulations.
- B. Ensure that each report contains sufficient information and documentation to substantiate and support the conclusions and value estimates reached.
- C. Ensure that each report identify the impact of the acquisition on any remaining property.
- D. Ensure that each report identify the property being acquired or affected by the acquisition.
- E. Ensure that each report meets the terms of the executed contract or assignment.
- F. Ensure that the appraisal contains all compensable items and that non-compensable items are not included.
- G. Ensure that the final estimate of value is allocated by land, easements, improvements, cost-to-cure damages, incurable damages, and enhancements.
- H. Ensure that the value conclusion is representative of market value as defined in the appraisal and the appraisal recommends the just compensation due to the landowner.

All technical review appraisals must follow USPAP and meet the minimum standards and requirements set forth in this RAMP, by state law, and by regulations.

3.4.16 Appraisal Corrections and Revisions

When completing a review appraisal, the Review Appraiser and assigned PAT or PST Virginia will:

- A. Identify and itemize any deficiencies found in an appraisal report.
- B. Itemize deficiencies resulting from non-compliance this RAMP; the Review Appraiser is required to cite the section of this RAMP where noncompliance exists.
- C. Comment on deficiencies or request further clarification, explanation, justification, and documentation from the original appraiser when needed to support their reasoning and conclusions. The Review Appraiser, however, may not attempt to influence the independent opinion of the appraiser. If the Review Appraiser determines that sufficient errors of omission or commission exist within a report, they may conclude their own value in the review appraisal report, or they may choose not to accept the report and order an additional appraisal.
- D. Make minor corrections to an appraisal that will have no effect upon the estimate of value(s). Prior to doing so, the Review Appraiser must obtain permission from the original appraiser to make specific corrections and document the permission obtained by the original appraiser. Corrections must be based upon factual data, and the Review Appraiser must initial changes on the appraisal report. Otherwise, the Review Appraiser may return the appraisal to the appraiser and request that the appraiser make corrections and resubmit the report.
- E. Make requests for revisions, additional data and/or information in writing, or by e-mail, so that proper file documentation of the request is made. Resubmitted reports are due within 15 business days upon request for a revision.
- F. Prepare a memo to the VPRA General Counsel when the original appraiser does not consent to the requested corrections stating the reason(s) why the appraisal was not accepted. If an appraisal is not accepted because of material deficiencies, payment may be withheld until the matter is resolved. When payment is withheld, the VPRA General Counsel shall be notified. The PST will notify the appraiser in writing (e-mail or letter) that payment is being withheld until corrections are made to the report and the report is acceptable. The written notification should explain the material deficiencies in the report and the attempts made to correct them by the PST with the original appraiser. The PST will copy VPRA General Counsel on the written notification sent to the appraiser. The Review Appraiser may elect to complete a review appraisal and provide their opinion of value or they may request a second appraisal be ordered.
- G. Complete a signed copy of a Technical Review Appraisal Report using VDOT's form, including a review certification.

3.4.17 Appraisal Updates

When VPRA or the PST Virginia receives information that may impact an appraised value after an appraisal is submitted, an Appraisal Update or new appraisal is obtained. Information that may impact the original appraised value after it has been submitted may include new or

revised market data, plan revisions, revised cost-to-cure estimates, a change in use, a change in zoning, notification of additional improvements that require consideration, etc.

An Appraisal Update may be appropriate prior to filing a petition for condemnation if significant time has lapsed since the appraisals were submitted (normally six months). Also, an Appraisal Update may be needed prior to reopening previously unsuccessful negotiations.

It is the responsibility of the PST Virginia to establish the procedure for updating appraisals because of a time lapse between the appraisal date and the commencement of negotiations. This time limit or time lapse is based upon local market conditions and the rate of appreciation and/or fall in property values. The time limit may vary from locality to locality.

When completing an Appraisal Update, an "Update of a Real Property Appraisal" form [VDOT Form RUMS AF19] is used. This form contains a hybrid Executive Summary indicating the differences in value from the original appraisal report and the updated values, a Appraiser Certification and series of statements to be completed discussing the change in market conditions, property conditions and the reason for the update. A Review Appraiser Summation and Certification shall be completed as described above.

An updated appraisal is due within 30 days of its request unless otherwise negotiated. The review and approval process is the same as that required for the original appraisal. An appraisal report originally submitted to VPRA for approval will also require VPRA approval for any revisions or updates. A copy of each updated appraisal must be electronically signed (with digital signatures of all parties contributing to the preparation of the update) and submitted to the ROWD for review.

3.4.18 Review Appraisal Conclusions and Actions

A technical review appraisal, as defined by USPAP, is required for each appraisal report that is approved for negotiations. When completing a technical review, the Review Appraiser is required to use a "VDOT Technical Review Appraisal" report [VDOT Form RUMS AF8]. When completing the technical review appraisal, the Review Appraiser may select from three options:

A. Recommended. The Review Appraiser concludes the value stated in the appraisal report is reasonable and is considered an adequate basis of compensation for the acquisition. If the Review Appraiser provides an opinion of value that is not equal to that contained in the original appraisal report, the Review Appraiser must provide sufficient explanation and documentation to support their difference in opinion. By doing so, they incorporate the original appraisal into their review appraisal by hypothetical condition per USPAP.

B. Accepted (not Recommended). The appraisal meets all requirements but is not recommended as the most reliable basis of value for the proposed acquisition when there is more than one accepted appraisal, the Review Appraiser will recommend the report that, in their opinion, best supports the value of the acquisition and provide an explanation for the basis of that decision.

C. Not Accepted. The Review Appraiser does not accept the value conclusion stated in the appraisal report. In the event the Review Appraiser finds that the appraisal report submitted and/or as revised does not accurately represent the value of the acquisition and/or its effects on the remainder, then a request for a second appraisal report should

be prepared. An explanation must be provided in the review appraisal as to why the report is not being accepted. Requests for second appraisals are submitted to the VRPA General Counsel.

When the Review Appraiser determines that an appraisal report is accepted or accepted with revisions and it can be approved for negotiations, they check the appropriate disposition on the "VDOT Technical Review Appraisal" [VDOT Form RUMS AF8] and sign it. The review appraisal is attached to the original appraisal. The required information concerning the review will be entered into the ROWD.

3.4.19 Additional Appraisals

As stated in Va. Code § 33.2-293(F), "the terms 'appraised price' and 'appraisal' mean the value determined by two competent real estate appraisers appointed by the Authority for such purposes." While the question of whether this statute requires that two independent appraisals be obtained in addition to a review appraisal has not been litigated yet, under this RAMP VPRA will obtain two independent appraisals plus a review appraisal for all parcels to be acquired from private parties. If there is a difference in opinion of value as determined by each appraiser, and both appraisals are accepted by the Review Appraiser, then the higher value will be given priority consideration in the determination of just compensation.

In addition, a Review Appraiser may recommend that another appraisal report be obtained versus approving an appraisal under review. Under the following circumstances, an additional third appraisal may be obtained:

- A. At the PST Virginia's or Review Appraiser's discretion due to the complexity or nature of the appraisal.
- B. A question exists with respect to a property's highest and best use.
- C. When market data is inconclusive or scarce.
- D. When there are significant improvements that are not compatible with the highest and best use of the land and the appraiser was inconsistent in their treatment of highest and best use and their method for valuing the property.
- E. When a large portion of the compensation is attributed to damages or enhancement so a second opinion is prudent.
- F. When due to mass/major corrections and/or differences in philosophy between the appraiser and reviewer it becomes apparent that the reviewer would be making wholesale changes to the report.

Also, if two appraisal reports are obtained and the Review Appraiser cannot approve either of them, a request for a third appraisal may be made. A technical review appraisal must be completed on each appraisal received. The Review Appraiser may elect to complete a review on an appraisal obtained and incorporate the original appraisal by extraordinary assumption into their review appraisal. In that case, they are to provide an opinion of value and recommend that the review and original appraisal be approved for negotiation versus ordering an additional appraisal. When more than one appraisal report is obtained on a property and the Review Appraiser approves one of the appraisals, the reviewer shall provide

explanation in the comments section of the ROWD for the specific appraisals which were not recommended.

3.5 Acquisition

It is the policy of VPRA to acquire real property by negotiating in good faith such that the result is a voluntary conveyance from the owner(s). While VPRA holds the power of eminent domain, it desires to respect each property owner's authority and control over his/her property and to reach a fair settlement based on mutual agreement. This policy requires that owners be approached with consideration for their interests and concerns and that they are provided information, as well as a fair monetary offer, that will motivate a timely and a voluntary decision to sell. The emphasis on negotiations, rather than on condemnation, enables VPRA to improve the Commonwealth's rail transportation system while retaining a high level of trust and confidence with property owners and with the general public.

The practice of negotiations requires a high level of knowledge, dedication, and professionalism by acquisition agents. They must be familiar with the right-of-way process as a whole and be able to explain it to the property owner. The property owner must be informed about the specific effects of the Project on each property being acquired. Agents must be familiar with and be able to explain the appraisal process in a clear, understandable way. Agents must be empathetic to each owner's concerns; particularly if there will be displacement from home or business. They must identify and address every one of an owner's objections or concerns. They must be familiar with the complex body of law, regulations, and program rules that control property acquisition. Importantly, they must project the intangible personal qualities of maturity and trustworthiness that will help overcome initial negative perceptions about the right-of-way process that are occasionally encountered.

Appendix E of this RAMP contains the administrative and legal requirements that must be followed in acquiring right-of-way. It addresses the various forms of ownership and property rights that are typically encountered on the Project level. It will serve as a reference and a basic guide to negotiators and right-of-way administrative personnel among the assigned PAT, the PST Virginia, and VPRA staff. It does not provide exhaustive coverage, however, and any questions arising from unique or complex cases will have to be addressed individually through organizational channels.

3.6 Required Qualifications of Right-of-Way Consultants

All assigned PAT and PST Virginia activities under this RAMP will be carried out by consultants. In particular, the activities of negotiations, relocations and appraisals in Virginia will be carried out by the assigned PAT or its subcontractors under the contract between the PST Virginia and the assigned PAT. Review appraisals may also be carried out by subcontractors to the PST Virginia. This § 3.6 of the RAMP contains minimum qualifications for appraisers, negotiators and project managers performing work under this RAMP. Minimum qualifications for relocation assistance personnel are contained in § 22 of **Appendix F**.

3.6.1 Appraisers

Personnel assigned to appraise proposed right-of-way will have a minimum of five (5) years' experience in the appraisal of real estate for public acquisition. This will include the appraisal of partial acquisitions as well as entire properties. The appraiser will have an active Virginia Certified General License. Out-of-state appraisers will have a Reciprocal Certified General

License. Appraisal experience should include serving as expert witness at property condemnation proceedings.

1. Appraiser Qualification Level Requirements and Work Description. The type of work that a prequalified appraiser may complete will be determined based upon the qualification level assigned by the PST Virginia. An appraiser may request an increase in assigned qualification level when warranted.

a. Appraiser Level. The licensed appraiser must meet all basic requirements. Appraisers licensed as “Residential” or “Certified Residential” Real Estate Appraisers are categorized as “Appraisers” on the prequalification list. Certified General Real Estate Appraisers with less than 2,000 hours of appraisal experience specific to eminent domain will qualify as an “Appraiser”.

b. Senior Appraiser. The appraiser meets the basic requirements outlined, and they must be licensed as a Certified General Real Estate Appraiser. Also, they must have more than 2,000 hours of appraisal experience specific to eminent domain. The applicant will also be evaluated based upon their work samples submitted and VPRAs’ prior experiences with the appraiser, if applicable. In addition, the appraiser must have a minimum of twenty-eight hours of continuing education specific to eminent domain appraisal.

c. Review Appraiser. Requirements for prequalification as an Approved Review Appraiser are the same as those outlined for a Senior Appraiser. In addition, the Review Appraiser must have demonstrated at least two years of commercial real estate review appraisal experience and have experience testifying as an expert witness to become prequalified. Review Appraisers must submit an application, Title VI documentation, a résumé, three eminent domain appraisal report samples, and three review appraisal report samples. Appraisers may be requested to provide additional information.

3.6.2 Negotiators

Personnel proposed to negotiate the purchase of right-of-way will have a minimum of two (2) years’ experience in the ability to negotiate partial and whole acquisitions for public projects. Also, these persons will have the ability to read and interpret complex railroad corridor plans and to write appropriate property descriptions.

3.6.3 Project Managers

The assigned PAT Project Manager may perform one or more of the above functions as well as serve in a supervisory role for the PAT. The Project Manager will possess the qualifications (as above) to perform any of the functions undertaken as well as five (5) years’ experience in the coordination of right-of-way acquisition activities.

4 Virginia Relocation Assistance

Relocation assistance in Virginia (if any is needed) will be provided by the assigned PAT under the supervision and cooperation of the PST Virginia and will comply with the Uniform Act and will generally conform to 24 VAC 30, Chapter 41, which are the regulations applicable to VDOT's relocation assistance program. No relocations are expected for the Alexandria Fourth Track Project. Three boat slip relocations are anticipated in D.C. for the Long Bridge North Project, and they will be handled by Amtrak. **Appendix F** of this RAMP contains a more complete discussion of VPRA relocation assistance in Virginia. Where there are references in **Appendix F** to Sections in 24 VAC 30, Chapter 41, these are meant to incorporate those sections by such reference, while substituting "VPRA" as the condemnor and relocating party instead of "VDOT", "relocation agent" for "district office", "Authority" for "Agency", and "PST Virginia" for "district manager." Departures from processes set forth in referenced sections of 24 VAC 30 will be specified in **Appendix F**. Any waiver of the requirements set forth in Appendix G must be approved by the VPRA AGC-RWLU.

5 Washington DC Property Acquisition and Relocation Assistance

All property interests to be acquired from private parties in the District will be acquired by Amtrak with its consultants and outside counsel as it determines. VPRA has no authority over Amtrak acquisition and relocation activities. All acquisition and relocation activities will be conducted by Amtrak in accordance with all applicable law, including the Uniform Act.

6 Right-of-Way Acquisition Schedule

6.1 Comprehensive Right-of-Way Acquisition Schedule

The Project schedule is strongly influenced by both landowner coordination and design issues. The comprehensive Right-of-Way Acquisition Schedule is a working document that will be incorporated into the Project Master Schedule. The Right-of-Way Acquisition Schedule will be generated by the PST Virginia and PST DC staff in coordination with VPRA to identify property acquisition priorities based on the construction start date and the regulatory process of acquiring property. It will, however, require routine maintenance throughout the Project's full development cycle. As the design changes or landowner requests are reviewed and coordinated, the schedule will potentially be impacted and updated monthly. A draft of property acquisition schedule is attached as **Appendix H**.

6.2 Individual Property Acquisition Schedules

In addition to the comprehensive Right-of-Way Acquisition Schedule, for each parcel or tract of real property from which VPRA or Amtrak acquires a real property interest, the PST Virginia or PST DC, as the case may be, will develop and maintain an individual Property Acquisition Schedule. The form of the Property Acquisition Schedules shall be as set forth in **Appendix A**. In this way the PST Virginia, assigned PAT, PST DC and VPRA will regularly (but no less frequently than monthly) track, update and manage right-of-way acquisition according to both the Property Management Schedules and the Right-of-Way Acquisition Schedule.

6.3 Property Acquisition Schedule Reporting

The assigned PAT will keep current each Property Acquisition Schedule and will report any failure to meet a Property Acquisition Schedule milestone date to the PST Virginia and the VPRA AGC-RWLU immediately. VPRA, the PST Virginia and the assigned PAT will confer bi-weekly regarding progress toward meeting all milestone dates.

7 Right-of-Way Acquisition and Relocation Assistance Cost Tracking

Components of the total right-of-way estimate for a Project are acquisition costs, relocation assistance costs and utility adjustments.

7.1 Right-of-Way Acquisition Costs

Right-of-way acquisition costs include costs anticipated for scoping estimates, field inspections, public hearings, information meetings, and the like. The estimate of right-of-way acquisition costs should be adequate to cover costs for land, improvements, and damages. It should cover the administrative costs of acquisition, all labor including attorney fees and incidental expenses related to the acquisition, title examinations, closings, appraisals, and negotiations from Project commencement through Project closing. The estimate also should include a component to cover condemnation costs, including attorney's fees, expenses, expert witness fees, internal labor, anticipated increases in awards and settlements, and interest on awards. In addition, it should include demolition contracts (including demolition inspector charges), survey charges for right-of-way stakings, hazardous material removal, and preliminary property management costs up to the point where the VPRA Property Management Section assumes responsibility for leasing, selling or managing the property.

The initial right-of-way cost estimate for the Alexandria Fourth Track Project and the Long Bridge Segment was developed by the PST Virginia. The Alexandria Fourth Track Project is anticipated to be a design-bid-build project led by CSXT and the PST Virginia will be responsible for updating and maintaining the right-of-way cost estimate at each design submission. The Long Bridge Segment will be procured in two packages. The South Package will encompass the work in Virginia and over the Potomac River and will be procured as a traditional design-build project. The North Package, over land in the District of Columbia, will be procured as a progressive design-build project. The PST Virginia will be responsible for updating and maintaining the estimates for the Alexandria Fourth Track, Long Bridge North, and Long Bridge South Projects as discussed below. The right-of-way cost estimates for the Alexandria Fourth Track Project and the Long Bridge Segment will be provided to the FRA upon request.

A right-of-way acquisition cost estimate typically includes assessment of the following:

- Value of land acquired in fee (per square foot)
- Value of improvements acquired
- Value of temporary and permanent easements acquired
- Damages to the residue
- Relocation expenses for displaced persons or firms

Where less than all of a parcel is to be acquired, resulting in a residue parcel, the cost estimate will consider impacts in the form of damages to the residue. In addition to compensating the affected landowners for the value of land and improvements acquired, reduction in value of the remaining property will be evaluated and any net loss of value after the acquisition will be considered as an incurable damage.

For land only impacts, the estimate will be based on the area of fee acquisitions, plus permanent and temporary easements. Damages to the residue will be estimated for effects on property remainders. Land unit values will be established for each property to be acquired and factors will be developed for valuation of easements.

7.1.1 Project Acquisition Budget, Actuals and Forecasts

The Project's preliminary property acquisition and relocation budgets have been prepared based on recent cost trends in the commercial, industrial, public, and residential property sector and local condemnation cost factoring.

Property acquisition budgets will be reflected and integrated into the overall Project controls framework and be based on parcel-by-parcel cost estimates. The costs for the acquisition of land, improvements and damages, relocations, and other right-of-way elements (including "soft costs") will be allocated to the Project budget as costs for right of way, land, or existing improvements within the overarching Project Work Breakdown Structure. Actual costs will be tracked by the PST DC and the PST Virginia, respectively.

Right-of-way cost estimates will be required to be updated by the PST Virginia with each design submittal. Once Acquisition Appraisals are developed and acquisition begins, the PST Virginia will track the budgeted ROW costs and compare them to the appraisal information and completion of each acquisition.

As each parcel progresses through the acquisition process, the latest appraisal, offer, settlement, or condemnation valuation information will be considered. Cost forecasts using this information will also consider the maturity, or certainty, of the valuation provided and apply an appropriate condemnation or settlement contingency. For example, a proposed settlement amount based on extensive discussions with the landowner will have a lower contingency applied than an appraisal amount prepared prior to negotiations. Thus, it would be anticipated the default 20% contingency applied to the initial estimates will gradually be lowered as justified by progressing information and negotiations.

7.2 Relocation Assistance Costs

The relocation assistance estimate should include costs for the number of families, businesses, farms, non-profit organizations, and personal property that are being affected. This amount should be adequate to cover all relocations costs required under the Uniform Act. It also should include the cost of cable TV relocations. Each anticipated relocation should be separately estimated by the PST Virginia and separately shown in the relocation assistance estimate. Each estimate should be updated upon receipt of additional information from the relocation beneficiary.

Currently it is anticipated that there will be no displacements as a result of the Alexandria Fourth Track Project or Long Bridge South Project, and there will be only two or three relocations of personal property for the Long Bridge North Project. These relocations will consist of boats moored in slips at the Washington Marina. There are three slips at the Washington Marina that will be required for the duration of construction of the Maine Avenue rail bridge and pedestrian bridge, as well as the Washington Channel rail bridge. The preliminary estimate of relocation costs for a Project will be provided to the FRA upon request.

8 Eminent Domain in Virginia

8.1 Use and Selection of Outside Counsel in Eminent Domain Cases

Attorneys who are currently authorized by the VPRA General Counsel as outside counsel for eminent domain actions may be selected for specific case assignments. Attorney assignment recommendations are a part of the condemnation recommendation package sent to the VPRA General Counsel by the PST Virginia. The package shall include copies of the following:

- Project summary with statement of purpose and reasons for need to acquire parcel;
- plans, profiles, cross-sections (if appropriate) and plats related to the parcel;
- all appraisals and review appraisals of the property;
- the Negotiations Contact Summary Report;
- all written correspondence with the landowner, including e-mails;
- all title reports or commitments, with updates; and
- recommendation for outside counsel appointment.

The selection of specific outside counsel for a specific case is made by VPRA General Counsel. Several factors should be considered in making the decision:

- all appointments should be made with the objective of reasonably balancing the case load among all outside counsel serving VPRA;
- whether special skills or experience is needed for the specific case and whether or not outside counsel has those skills or the necessary experience;
- performance of outside counsel in other recent cases;
- whether there might be an advantage to assigning all cases on a specific Project to a limited number of outside counsel;
- whether there is an advantage or disadvantage to assigning a particular outside counsel to a case because of prior experiences or relationships with landowner's counsel or the court.

Once the application to file a petition for condemnation has been approved by VPRA General Counsel, he/she will send an appointment package to outside counsel. Once appointed, outside counsel is required to immediately contact the landowner by mail to advise them of their rights to drawdown the funds and offer assistance in doing so if they are not represented by counsel. If outside counsel knows the landowner is represented by a lawyer, the letter should be sent to the landowner in care of their lawyer. Typically if this letter is to the landowner, outside counsel introduce themselves and advise the landowner that even though a petition for condemnation has been filed, VPRA would prefer to reach a mutually acceptable settlement.

8.2 Hiring Experts

VPRA must approve outside counsel's hiring of any expert witness or other third-party service provider (except court reporters, couriers and similar providers) before the party is hired. Outside counsel may retain court reporters as necessary without VPRA approval. It is entirely appropriate for outside counsel to discuss the need for the expert or other third party with the assigned PAT, PST Virginia or VPRA General Counsel. Outside counsel and the consulted parties should agree upon a scope of work and, if possible, the identity of the person or firm to be hired. Once a decision is made on the need to hire and a scope of work is developed, a request for approval to hire is submitted to VPRA General Counsel, who will notify outside counsel of the decision.

If the recommended choice is approved, outside counsel will contact the person or firm, explain the scope of work, and request a detailed estimate of the pricing and maximum costs. This information will be provided to the PST Virginia and VPRA General Counsel. If an appraisal expert is involved the PST Virginia may, at their discretion, provide the information to a consultant appraiser and ask for comments, suggestions or assistance. VPRA will decide whether to accept the estimate and hire the expert or other third party. A decision may be made to attempt to negotiate better pricing or maximum costs. If the expert or other third party is hired, they are hired by outside counsel and not by VPRA. VPRA will guarantee payment of the expert or other third party's bill so long as the bill is consistent with the terms of the engagement. When hired, the terms of the engagement must be reduced to writing and signed by the expert or other third party before work begins. If this requirement is not followed, VPRA may elect not to reimburse outside counsel for these costs. VPRA General Counsel may but is not required to prepare a standard form engagement letter for use by outside counsel with expert witnesses or other third-party providers, and may require use of said standard form. An engagement letter drafted by outside counsel must be reviewed and approved by VPRA General Counsel before use. Whether a standard form engagement letter or engagement letter drafted by outside counsel is used, a copy of the signed engagement letter must be provided to the PST Virginia.

8.3 Approving Mediation

Mediation of a case will not normally be approved until both counsel have made a bona fide, good faith effort to settle the case by negotiation between themselves. This, by nature, requires that each side disclose a certain amount of information about their case. Discretion is left to outside counsel as to how much disclosure of VPRA's case is appropriate, understanding that most of our information has already been shared with the landowner in the acquisition process. Where landowner's counsel refuses to disclose information to support their position or otherwise refuses to negotiate in good faith, mediation is not likely to be approved. If it is apparent to outside counsel that the reason for failure to successfully negotiate a settlement is for a reason other than the good faith effort by landowner's counsel (such as an intractable landowner), mediation may be considered. Where counsel have attempted to negotiate in good faith and have been unsuccessful, mediation will be considered.

Outside counsel will direct their request for authority to mediate to the VPRA General Counsel verbally or in writing. The request for authority to mediate should only be made if outside counsel believes that settlement is reasonably possible through mediation. Unless outside

counsel supports mediation it will not normally be approved so there is no necessity for submitting the request. The request should identify, if possible, the proposed mediator and the approximate costs to VPRA for the mediation including counsel and witness fees. It need not include the cost for participation by any VPRA employee. The request should also summarize the strengths and weaknesses of each party's case, and recommend an upper limit of outside counsel's authority to settle in mediation. Normally, VPRA will not pay more than 50 percent of the cost of a mediator. If the identity of the mediator or the cost information has not been provided, any approval will be contingent upon receipt and evaluation of such information. The VPRA General Counsel will notify outside counsel as to the decision to approve mediation.

If a court *sua sponte* orders that the parties attend a judicial settlement conference, outside counsel shall provide to VPRA General Counsel the same information in the same time frames as would be provided to VPRA General Counsel in a request for authority to mediate. If a court orders that the parties attend a dispute resolution orientation, VPRA expects that outside counsel will generally arrange for VPRA to be excused from such an alternative dispute resolution orientation session, unless outside counsel in coordination with VPRA General Counsel determines that such an dispute resolution orientation session may have value in resolving the matter.

8.4 Drawdown Orders

Once a petition for condemnation has been filed by VPRA, the landowner may be entitled to have the funds deposited when the petition was filed paid to them. This is generally referred to as a "drawdown" or "drawing down the funds on deposit." If a settlement is reached or an award entered that is less than the amount drawn down, the landowner must repay the difference. If the settlement or award is greater than the amount drawn down, VPRA is required to pay the excess. A drawdown is authorized when a drawdown order requested by the landowner is signed by an appropriate judge and the order is entered by the Clerk of the Circuit Court where the petition for condemnation is filed. There are situations where the landowner may not be entitled to receive or directly receive the funds on deposit, for example, if liens have attached to the funds on deposit, or the landowner has previously assigned said funds to a creditor, including but not limited to as security, or where there are competing claims to said funds and the pro rata share of said funds is unclear. If the entitlement to the funds on deposit is not clear, outside counsel should consult with VPRA General Counsel as to how to proceed.

If the landowner is represented by counsel, their counsel prepares the draft order and submits the order to VPRA outside counsel for review. VPRA will normally (but not in all cases) consent to the entry of such order. If outside counsel advises against consenting to a full or partial drawdown, they will contact the VPRA General Counsel with their recommendation. The VPRA General Counsel will decide whether to consent.

If the landowner is not represented by counsel, and a drawdown is appropriate, outside counsel will prepare the order, obtain the landowner's signature, and submit the order to the court for entry. Outside counsel must send a copy of the drawdown order, once entered by the Clerk, to the PST Virginia. The PST Virginia will enter the appropriate remarks and other information into the ROWD on the appropriate tab and screen.

8.5 Landowner Requests for a Trial Continuance

Outside counsel should seek VPRA General Counsel approval to agree to a trial continuance made by the landowner. Other than in exceptional circumstances, VPRA will normally agree to such a request. However, when such a request is made and outside counsel is fully prepared to proceed according to the original schedule, a request should be made to the landowner to waive any interest due (including interest on an excess award) for the period between the date of the continuance and the date of the actual trial in return for VPRA's consent to the continuance. If the landowner does not agree, the effect will be that VPRA will pay a monetary penalty (daily interest) for each day of the landowner's delay of the trial even though VPRA was prepared to try the case according to the original schedule. If the landowner agrees to waive interest, the agreement should be incorporated into the order continuing the case. If the landowner does not agree to waive interest, outside counsel should not consent to the continuance absent some compelling circumstance.

8.6 Amending and Combining New Petitions for Condemnation

It is expected that outside counsel will work diligently to prepare petitions for condemnation such that each petition for condemnation avoids the need for amendment if possible, but litigation often does involve amendments. Amendment of petitions for condemnation is covered by Va. Code § 25.1-216, "A. No amendments shall be made to the petition or other pleading after it is filed, except by leave of court. B. Leave to amend for the addition of new parties and for other purposes shall be liberally granted in furtherance of the ends of justice. C. In granting leave to amend, the court may make such provision for notice and opportunity to make response as the court deems reasonable and proper." Although the Virginia Code does not require it, it is also prudent and recommended for outside counsel to comply with the terms of Va. Sup. Ct. R. 1:8 regarding amendments. A significant part of preparing petitions for condemnation is determining what property or properties to include in each petition for condemnation, although the receipt of additional information may change that analysis prior to or after filing. Pursuant to Va. Code § 25.1-208, "The same petition may join one or more separate pieces, tracts, parcels or lots of land, whether in the same or different ownership and whether or not sought for the same use; however, the court, on its own motion or on motion of any party in furtherance of convenience or to avoid prejudice, may order a severance and separate trial of any claim or claims or of any issue or issues." Furthermore, under Va. Code § 25.1-221, "Unless any party demands a separate hearing on the issue of just compensation, the court may consolidate for trial two or more petitions."

8.7 Settlements and Settlement Agreements

As VPRA would always prefer to resolve acquisition issues by mutual agreement rather than trial, where possible settlement discussions between outside counsel and the landowner's counsel are always encouraged. If outside counsel deems it appropriate, they may, in their sole discretion, involve VPRA General Counsel or the assigned PAT, PST Virginia, or VPRA staff directly in the negotiations. However, it is VPRA's position that no settlement of any case has occurred prior to the entry of the court order finalizing such settlement.

Since every case is different, there are few hard and fast rules on settlements. In addition to monetary considerations, VPRA may be amenable to considerations in construction, design,

property “swaps” or the conveyance of surplus right-of-way or residue property. Within reason, VPRA is agreeable to considering any non-monetary consideration that will effectuate a settlement. In all events, approval of a settlement after a petition for condemnation has been filed rests within the discretion of the Executive Director or his or her designee. The exception to the requirement that the Executive Director or his or her designee must approve all settlements is a situation where the amount of the settlement is the same as the amount deposited with the petition for condemnation and there is no other consideration offered. In these cases alone, outside counsel may, without approval of the Executive Director, accept such settlements on behalf of VPRA.

Normally, a recommendation for settlement originates with outside counsel after discussions with counsel for the landowner. The recommendation is normally submitted in writing although it may be presented orally when time is of the essence. (If presented and approved orally, a confirming email will be sent to outside counsel.) In submitting a recommendation for settlement, counsel should specify the discrete amount and/or other consideration being recommended. It is not normally appropriate for counsel to recommend a “range” of amounts and fail to specify a specific amount being recommended. In addition to the specific amount and/or other consideration being recommended, counsel must submit a written justification for the recommendation.

Settlement amounts recommended must be inclusive of interest, costs, fees, expenses, etc. If interest is included as a component of the settlement amount, the interest is not considered to be damages but, rather, income to the landowner. If interest is included in the settlement amount, its inclusion must be specifically justified. While there is no “formula” for writing a settlement justification, nevertheless there are certain things that are a hallmark of a good justification. The justification should be an appropriate analysis of the relevant strengths and weaknesses of each sides’ case and the evidence to be presented at trial. It should discuss any relevant factors that might have a bearing on a potential verdict (e.g., publicity, jury pool, prior experience, etc.) and the likelihood of that verdict being rendered. It should present the pros and cons of the specific amount and/or other consideration being recommended with specific reasons as to why the amount being recommended is the proper settlement.

In arriving at a settlement recommendation, counsel should also take into consideration whether the recommended settlement is equitable with respect to other landowners on the Project; whether the settlement is fair to the landowner, VPRA and the taxpayers; and whether or not it sets a precedent for subsequent cases, and if so, what precedent is being set? Once a settlement recommendation has been developed, outside counsel may submit it for approval to the VPRA General Counsel as a contingent settlement. Outside counsel is obligated to advise landowner's counsel that the settlement being recommended is not final but, instead, is contingent on its being approved by the Executive Director or his or her designee.

Once outside counsel has completed the settlement justification, VPRA General Counsel may recommend approval or disapproval of the settlement and, if disapproval is recommended, should state the grounds for the negative recommendation. Then VPRA General Counsel should forward the settlement justification and his or her recommendation to the Executive Director for his or her decision.

8.8 Processing Settlement Agreements

A settlement agreement is an instrument executed by the landowner and the Executive Director at any time after a petition for condemnation has been filed. It sets forth all of the terms and conditions of the settlement reached between VPRA and the landowner with regard to the acquisition represented by the petition. Once signed by the landowner, the settlement agreement is executed by the Executive Director and no more than two copies are returned to outside counsel – one for landowner's counsel and one to be filed with the court.

Outside counsel will draft the settlement agreement and present it to the landowner's counsel for execution. VPRA General Counsel may but is not required to prepare a standard form settlement agreement for use in VPRA matters. If outside counsel drafts a settlement agreement other than the standard form settlement agreement, outside counsel should obtain a review of the settlement agreement by VPRA General Counsel. When the proposed terms of settlement agreement result in compensation that is equal to or less than the funds that are deposited with the petition for condemnation, the VPRA General Counsel's approval of the settlement agreement is not required. In such cases, the authority has been delegated to outside counsel to settle the case without approval and to execute the settlement agreement on behalf of the Executive Director. In such cases, after the settlement agreement is executed by the landowner, outside counsel should transmit two original, executed copies of the settlement agreement and copies of any other relevant documents (including, where appropriate the Final Order) to the PST Virginia and the VPRA General Counsel. The PST Virginia will make the appropriate entries in the ROWD.

In the event of a settlement or proposed settlement in an amount less than the funds deposited with the court, counsel will make arrangements with the landowner and VPRA for a refund of the excess deposited funds, if any. When the settlement exceeds the amount of funds deposited with the petition for condemnation, outside counsel will forward the settlement agreement signed by the landowner to VPRA General Counsel, who will coordinate execution by the Executive Director and preparation of any necessary checks. When the settlement agreement has been fully executed and the necessary checks prepared, VPRA General Counsel will forward the settlement agreement signed by the Executive Director (or designee) and any necessary checks to outside counsel for submission to the court along with the necessary pleadings and orders to resolve the case in favor of VPRA.

8.9 Outside Counsel's Trial Report

The individual outside counsel who serves as lead counsel for VPRA at the trial of a condemnation case is responsible for preparing and submitting the outside counsel's Trial Report. The Trial Report is a detailed description of the major events of trial, and contains outside counsel's recommendations concerning filing exceptions, paying the award, and filing an appeal. It is critical that the report is prepared and e-mailed to VPRA General Counsel within two business days after the award is announced. The original paper copy should be sent to VPRA General Counsel as soon after the email as possible.

The reason for this short deadline is the fact that pursuant to Va. Code §25.1-233(B), any exceptions must be filed with the court within ten days. Approval for filing exceptions rests with VPRA and outside counsel, and receipt of the information in the Trial Report is critical to making

this decision. Upon receipt of the emailed copy of the Trial Report, VPRA shall review its contents and discuss them with the VPRA Executive Team, as necessary. A decision will be made as to whether to follow outside counsel's recommendations as to filing exceptions. A separate decision will be made as to whether to note an appeal, in accordance with § 8.13 below.

8.10 Final Orders

After a settlement agreement is executed by both parties or when an award is made, a Final Order must be entered by the court. The order typically recites (among other things) that a settlement has been reached or a verdict rendered, that the landowner is to be paid a specific amount of money (perhaps with interest), that indefeasible title is vested in VPRA, and that VPRA and the Treasurer of Virginia are relieved from any further responsibility. When outside counsel obtains a copy of the Final Order, a copy should be provided to VPRA General Counsel and the PST Virginia. The PST Virginia will make the appropriate entries concerning the Final Order in the ROWD in the appropriate tab. The PST Virginia will provide a copy of the Final Order to the VPRA Finance Team so that appropriate interest calculations can be made, and checks ordered, if necessary, in cases where no appeal will be taken.

Checks made payable to satisfy an award or a settlement agreement are sent to outside counsel for delivery to the court, the landowner, or their counsel. For specific details about processing a settlement agreement, see § 8.8 above.

8.11 Interest Calculation and Settlement Agreements

VPRA must pay a property owner interest on any award in excess of the amount filed with the petition for condemnation. VPRA should compute such interest in accordance with Va. Code § 25.1-315. Any interest to which the landowner may be entitled (except interest due upon the portion of an award in excess of the amount filed with the petition for condemnation) must be paid by the Clerk of Court and VPRA is not responsible for any such interest.

If a landowner is entitled to statutory interest, the interest amount is calculated by the VPRA Finance Team. In making their calculation of interest, typically they will allow some time between the issuance of the check and depositing the money with the court or paying it to the landowner. Until all the necessary documentation is received by them, they cannot provide a precise interest calculation. They can only provide this information when they are prepared to order the check.

8.12 Checks Payable to Landowner's Counsel Only

VPRA normally will not voluntarily agree to name a lawyer or law firm as the sole payee of a check arising out of a settlement agreement or a court award. Normally, the check will be made payable to the landowner. Outside counsel should resist having a court order payment to landowner's counsel directly absent the necessary "Joint Payment Authorization" described below. VPRA will agree to make such a check payable jointly to the landowner and their counsel on the condition that the landowner executes a "Joint Payment Authorization." The form "Joint Payment Authorization" is available on the VDOT portal and should be modified to refer to VPRA as condemnor. VPRA does not object to delivering checks that satisfy a settlement agreement or court award to landowner's counsel no matter who is shown as the named payee.

8.13 Appeals

Following transmittal of the Trial Report, recommendations of VPRA General Counsel and outside counsel as to whether to pay an award and file an appeal shall be sent to the Executive Director within three business days following trial. It is important that these recommendations be as clear and concise as possible. The recommendations should address the pros and cons of filing an appeal and all the substantive legal issues. Counsel should identify the most important appeal points and all significant risks should be identified. The Executive Director will make the decision as to whether to file an appeal. The Executive Director, in consultation with VPRA General Counsel, will decide who will represent VPRA on appeal. If the decision is made to appeal, outside counsel will be notified and will be expected to file the notice within the prescribed statutory period.

When outside counsel learns that the property owner has filed an appeal, outside counsel will notify VPRA General Counsel immediately via email. If possible, a copy of the Notice of Appeal should be attached to the email as a *.pdf document but the notification to General Counsel should not be delayed while awaiting a copy of the Notice. The General Counsel will notify the Executive Director promptly of the appeal.

9 Property Management

9.1 Introduction

This section describes the activities of the VPRA Property Management Program and the coordination between the Property Management Program and other Project implementation functions performed by VPRA and its consultants, including the PAT and the PST.

9.2 Scope of Property Management Functions

The Property Management Program involves taking possession of, controlling, managing, and ultimately disposing of real and personal property acquired by VPRA incidental to railway purposes. It typically includes the following elements:

1. Providing assistance in the identification of hazardous contamination on proposed or acquired VPRA property.
2. Management through good, accepted general business practices related to the lease, sale, salvage, removal, or demolition of improvements prior to and after Project construction.
3. Management, lease and/or sale of real property.
4. Inventories, record keeping and fiscal management.
5. Review possible non-railway use of operating right-of-way upon request.

VPRA is responsible for all residue and surplus property, improved and unimproved, and all improvements thereon. This includes property within the operating right-of-way up to and prior to the start of construction.

The VPRA Director of Rail Services is responsible for the continuing management and control of operating right-of-way property during and after the completion of construction. The VPRA Real Estate and Asset Senior Manager (Program Manager) reports to the Director of Rail Services and has responsibility and control of program policies and procedures, management, and implementation of property management functions.

9.3 Basic Terms and Concepts

Class I Property is real property constituting a parcel with legal public access and having sufficient size and other characteristics to permit independent development.

Class II Property is real property that must be assembled with an adjoining parcel in order to have access or be developable.

Property is that space located above, at, or below any point lying within right-of-way and surplus or residue lands and may include air rights under and over railroad structures and over sections of railroad, as well as surface rights of any right-of-way from the traveled

way improvements.

Real Property is land and buildings, structures and other improvements located thereon which are permanently affixed to the land. This can be residue or surplus property as defined.

Personal Property is that general category of property that is portable in that it is not permanently attached to the land and has function and use separate from the land.

Residue property is typically identified on plans as land between the “proposed right of way (R/W) line” and the “proposed acquisition line” and does not require Executive Director approval for disposal. Typically, residue land results from VPRA’s acquisition of property where the owner would otherwise be left with an uneconomic remnant. (See § 31 of **Appendix E** for further clarification on partial acquisitions.)

Both residue land and surplus property are within the jurisdiction of the VPRA Executive Director. It is important, however, to understand the distinction between residue and surplus property or land.

Surplus property is typically identified on plans as land within the “proposed or existing right-of-way lines” and was, at one time, necessary for the operation, safety, and maintenance of the transportation facility, and requires VPRA Executive Director approval for disposal. It is in this limited context that such property is considered surplus.

Strict controls are imposed on non-railroad uses of operating right-of-way in accordance with various agreements between VPRA and the current or former host freight railroad (common carrier). Non-railroad uses (such as longitudinal and crossing easements, billboards, and other uses) are occasionally allowed when they do not interfere with the operation, safety, or maintenance of the rail corridor. The freight railroads typically control the rights to enter into these types of third party agreements.

9.4 Early Project Stage

9.4.1 General

Property Management activity begins with the preliminary design phase of Project development. At this early stage, the Program Manager will review potentially contaminated land or land uses, improvements and facilities that are identified by the Phase I or Phase II ESAs and that could impact corridor location and may require further environmental or other evaluation.

Property management continues, with a changing focus, through right-of-way acquisition and Project construction until ultimately the property is disposed. This section will focus on the responsibilities and activities that occur before the notice to proceed with right-of-way acquisition.

9.4.2 Corridor Selection and Field Inspection

At the corridor phase, there may be multiple alignments under consideration. These alignments must be reviewed and analyzed from a multidisciplinary perspective in order to identify social, economic and environmental impacts that will influence railway location. The PST Virginia typically participates in the field review inspection team to identify improvements to be acquired and potential property management issues. The composition of the field review team will vary with the characteristics of the corridors being studied.

Property management issues in the corridor review and field inspection phase should include the following areas:

1. Identification of potentially contaminated improvements, particularly with asbestos or lead.
2. Identification of possible illegal or contaminating lands uses, including dumps, chemical spill areas, etc.
3. Location of wells, septic systems, drain fields, storage tanks, foundations, etc. that may not be recorded on preliminary plans.
4. Presence of safety hazards or attractive nuisances that will need to be specifically controlled if acquired, such as foundations retaining water, unfenced pools, etc.
5. Identification of improvements that may be suitable for possible owner retention or resale once acquired.

The PST Virginia team's observations and findings contribute to overall environmental evaluation of the location corridor study. They also provide background and insight that is valuable during the active right-of-way phase of Project development, such as the following:

1. Encroachments on existing right-of-way, such as porches, building additions, etc.
2. Improvements that will need asbestos inspection and removal before disposal.
3. Properties and improvements that have revenue return potential.
4. In the performance of its Phase I Environmental Site Assessments, identification of Recognized Environmental Conditions, commonly referred to as RECs.

All encroachments on existing right-of-way or unauthorized breaks in limited access lines should be reported to the Program Manager.

9.5 Property Management Reports

9.5.1 General

The Property Management Program is critical in clearing right-of-way for the bidding process for Projects through their ultimate construction. A complete and accurate accounting of all improvements on a Project is critical. That is, they are to be completely inventoried and their disposition fully and accurately reported prior to the advertisement of the Project for construction bids.

The Property Management Program includes responsibility for the continuing, prudent stewardship over real and personal property assets held and controlled by VPRA. The assets and all revenue generated from them must be reported in a consistent and timely manner.

9.5.2 Building Data in the Property Management Database

VPRA will enter building data into its property management database (part of the ROWD) on a continuing basis. The property management database will be updated as buildings and improvements are removed, demolished, sold, removed by unknown parties or disposed of otherwise. The following specific data entry instructions for classifications of improvements are offered:

Buildings. In the initial stage of right-of-way acquisitions for a Project the improvement type, use, etc. are to be entered into the ROWD. When a building is vacated, the vacation date should be entered into the ROWD.

Clearing of Parcels. Items such as fencing, sidewalk, landscaping, septic system, drain fields etc., between the construction limits and the right-of-way line should be considered as parcel clearing. Non-significant items in and out to the temporary construction easement line should be treated as parcel clearing. A record will be established for each parcel for which there will be parcel clearing costs incurred. The costs for removal are then added to the ROWD.

Mobile Homes. Mobile homes are considered real property if their method of fixture to the ground appears intended to be permanent or a deteriorated condition renders its relocation unsafe and/or unfeasible. Otherwise, mobile homes are considered to be personal property. When a mobile home has been removed from the right-of-way, the date of removal will be entered into the database.

Personal Property. Personal property, such as a boat, an auto, stacked wood, etc., located within the "proposed right-of-way" and intended to be/or actually left within the "proposed R/W" must be identified in property management database. When the personal property has been removed, the date of removal will be entered in the *Actual Removal* date field in the database.

Underground Tanks. All underground storage tanks (UST) will be entered in the property management database. Any small above ground tanks that are not attached or in service to buildings should be treated as personal property.

Contamination. The property management database records environmental contamination on parcels. The necessary information is to be entered depending on the contamination status, etc.

9.5.3 Property Management Forms

The Program Manager will establish and regularly update forms capturing the status of the following processes during and after both right-of-way acquisition and construction.

Credit and Transmittal of Monies. All monies received and accepted for deposit to initiate the sale of Class II Property to an adjoining landowner and Class I Property as part of the sealed bid and negotiated sale processes shall be processed by the Program Manager receiving them. All monies generated from the sale or lease of real or personal property shall be credited to a designated revenue account code unless otherwise specified. All revenue generated from the sale or lease of property acquired with federal funding participation shall be credited to the proper account to ensure identification for use on future projects eligible for FRA funding, as applicable based on the source of the funding used to acquire such property.

Retention Value of Improvements. Any buildings that will be retained by the owner must be addressed during the negotiations phase of the acquisition. A retention value for each building a landowner wishes to retain and remove from the right-of-way shall be established and recorded. The retention value should be established using acceptable methodology. In many cases, and as a “rule of thumb”, 10% of the appraised value of the building or improvement can be used as a beginning point, provided the building or improvement contributes value to the property. Buildings or improvements with high sale potential require special attention.

No Trespassing Sign. Upon inspection of a building and after possession has been taken by VPRA, the building will be posted with a No Trespassing sign. Typically, the sign should be placed inside the building where it cannot be seen through the windows but can be seen upon entry into the building. This is intended to temper the obvious “vacant building” created by placing it outside. Consideration should be given to posting the signs inside and out when there is obvious trespass and/or vandalism, and police intervention is needed. Most law enforcement is predicated upon having the property posted for their view and enforcement. Local law enforcement should be notified in writing by VPRA when possession of the property has occurred.

9.6 Lease of Property

9.6.1 General

VPRA purchases real property primarily for the expansion and upgrading of Virginia's passenger railway system. Lease of property is subordinate to this purpose. Property purchased by VPRA from a non-railroad third party incidental to Project construction, improved or unimproved, can be leased prior to and subject to Project construction. Residue property not needed for railway purposes can generally be leased for a longer term. Leasing of residue property should be secondary to efforts to sell the property.

Non-railway use of operating right-of-way after Project construction is allowed under limited circumstances if consistent with railway safety, operation, and maintenance. When the use is by a private (for profit) purpose, residential purpose or in other circumstances, a lease agreement is appropriate for use of operating right-of-way. The Program Manager should consult VPRA General Counsel to determine whether the ability to grant third parties the right to use operating right-of-way has been reserved by any prior owner, such as a freight railroad now or formerly acting as common carrier within the right-of-way.

Any lease of residue property or surplus property must be at fair market rent.

Lease of real property generates revenue for the Commonwealth. There are other potential benefits to a prudent lease of property:

1. Continued occupancy of property deters vandalism and blight that can occur when vacant.
2. Leasing for commercial uses may promote the economic health of the surrounding area.
3. Leasing to the occupant at the time of acquisition may lend support to the relocation program by solving short-term housing needs.
4. VPRA is relieved of property maintenance and security costs by transfer of these responsibilities to a lessee.
5. Leasing may be a beneficial alternative to disposal by sale if the local real estate sales market is depressed.

The decision to lease property should be made with consideration of the specific circumstances that apply, including the factors listed above. The foregoing discussion does not apply to leases of operating property related to rail transportation purposes.

Leasing of residential property formally places the department in the status of a landlord, and as such, the requirements of Title 55.1, Subtitle III, Chapter 12 of the Va. Code, otherwise known as the [Virginia Residential and Landlord Tenant Act](#) (copy not included in this RAMP), are applicable.

9.6.2 Rent By Agreement

Original tenant and owner occupants of property acquired by VPRA who are being displaced can be allowed to continue to occupy the property at the expiration of the original vacation date as an extension of the vacation date for an additional 30 to 90 days, with a monthly rent by agreement amount being collected, provided there is no conflict with the Project advertisement date or utility adjustments. The rent by agreement amount shall be equal to their current monthly mortgage payment (principal and interest only) or, in the case of a tenant occupant, an amount equal to their existing monthly rent. In the event there is no existing mortgage or monthly rent, fair market rent will be determined and used for the payment amount. (Va. Code § 25.1-417.6) If fair market rent exceeds an original occupant's Replacement Housing Payment Determination for monthly rent, the monthly rent amount shall be the amount set forth in the determination. Occupants should continue any insurance they may have had on their personal property and/or liability insurance and provide VPRA with a copy of the certificate or binder. The rent by agreement amount cannot exceed the fair market rent for the property.

Rent by agreement for any period beyond the initial maximum extended 90 day period will be at fair market rent and can continue for no more than a maximum of 180 days beyond the expiration of the original vacation date without a formal lease agreement. Periods beyond 180 days require that the formal rental process be followed. The term for leases under these circumstances can be on a month-to-month basis with a typical 60 days notice of cancellation for original occupants currently under VPRA lease when they are constructing a replacement home or other similar circumstance. There must be a reasonable expectation that the occupants will be vacating the property in the near future.

Hardship cases involving ability to pay rent by agreement or the displacee making satisfactory progress toward vacating the property need to be reviewed on an individual basis and proper consideration afforded by VPRA.

When VPRA contracts to acquire property with owners or tenants in occupancy, the services (typically water, sewer, etc.) being provided by the owner for themselves or to the occupants as part of leases or agreements are to remain with the former owner as he continues to occupy or collect rent or other agreed upon payments through the expiration on the occupant's original vacation date as determined by the relocation process. The expectation is that all displacees will be relocated as soon as possible.

VPRA can take over the provision of services and collection of rent immediately from the former owner upon transfer of title or when money is available for "drawdown" in the case of acquisition by petition for condemnation through eminent domain processes. This is to be used and affected when VPRA acquires occupied property and there is no immediate need to relocate displacees, or the relocation process will be lengthy due to large numbers of displacees, complicated relocations or other circumstance. VPRA will assume the occupant's lease or agreement and honor it until the expiration of the formally issued vacation date or extension of the vacating date and/or allow the occupant to remain in occupancy under the existing agreement without benefit of a

lease agreement as stipulated under rent by agreement. At the end of this time period, VPRA can enter into a new lease, or other agreement as exists. All necessary and timely notices shall be formally given by VPRA to both the former owners and occupants of the property as applicable.

Under these circumstances, requirements under Title 55.1, Subtitle III, Chapter 12 of the Code of Virginia, the Virginia Residential and Landlord Tenant Act are in effect. The residential Deed of Lease should be prepared, reviewed, and updated as necessary by the VPRA General Counsel for conformance with these requirements.

9.6.3 Leasing of Property – Deed of Lease

Residue property not needed for railway construction, certain surplus property not immediately scheduled for railway construction, or certain "air rights" may be formally leased through a Deed of Lease. This is for improved or unimproved property and all lease types—residential, business/commercial, non-profit, farm, vacant land, etc.

A request for approval to lease property will be made to VPRA for review and approval including recommendation for or against approval by VPRA General Counsel. The request will follow the same basic process as set forth in this plan. Once the property has been circulated and approved for leasing, it will typically not require additional circulation for continued leasing unless significant time has elapsed between leases. Approval will be required for subsequent leasing unless waived by VPRA. VPRA will review the lease request, make a final determination, and advise any prospective tenant of approval, etc.

Approval will be through the review of supporting facts and documentation submitted with the request, including the proposed use; any local permits needed for the intended use; marked plan sheet of area to be leased; existing restrictions upon use of the property imposed by prior owners of the right-of-way, and evidence of ownership of the property by VPRA. In addition, the necessary circulation to ensure the feasibility of leasing the property; Programmatic Categorical Exclusion if property was acquired with federal funding on a railway project, (even if the property is not part of the railway system); the recommended term; rental rate (supported by appraisal of fair market rent); Project advertisement date if appropriate; the Deed of Lease, the Standard Lease Agreement or Commercial Lease Agreement, etc., will be determined or completed by VPRA.

Class 1 type property may require a public offering of the property for lease. Commercial property, residential property with dwelling(s) in place, potential high use vacant land, etc. typically require a public offering.

Upon approval and assignment of a lease number by VPRA, the prospective tenant will be notified of the approval, and whether public offering is needed. The lease number will be used on all correspondence.

The lease should be drafted by VPRA General Counsel. The lease will typically have a term of twelve months and have an effective date of the first day of the month following 20 days from the lease package being sent in final form to VPRA. The lease will be

executed by the lessee and notarized, then submitted to VPRA for final review and execution. No rent is to be accepted, or occupancy to be permitted, or leased period to commence until the lease has been fully executed.

The prescribed rent will be payable monthly or yearly for certain appropriate lease situations, in advance, on the first day of the month or year without demand. VPRA will manage and monitor all leases and promptly send a notice of delinquent rent and collect the rent and any late penalty. Failure to pay by the lessee under terms set forth in the lease should result in cancellation of the lease and proper notification under the terms of the lease. The notice will either be personally delivered by a VPRA employee or agent, or delivered by certified mail with return receipt. If the rent delinquency is not corrected in the notice period, VPRA will take steps to cancel the lease, gain repossession of the property, and recover past rent due and costs. Any outstanding, uncollected rent may be formally referred to outside counsel for action.

Property that is to become operating right-of-way, and that is leased, requires special attention with respect to use, term, conditions of cancellation, time to vacate, etc. If leased prior to Project construction, the lease term and other provisions are directly dependent on the advertisement date, utility relocation or proposed VPRA usage. Upon the vacation of the property, VPRA will inspect and take possession of the property, including any improvements, and post the property with No Trespassing Sign(s) as appropriate and prescribed.

9.6.4 Rent Amount and Renewals

The rental rate will be established as fair market rent through accepted appraisal methodology. The final rental rate can be a negotiated amount as approved by VPRA. The rental rate will be reviewed every year to reflect market changes and must be scheduled so that any change in rent or the terms of the lease can be effected within the notification timeframes and other relevant terms of the lease. It will be in accordance with the rent establishment terms as previously set forth.

9.6.5 Health, Safety & Environmental Contamination Issues in Leasing

VPRA is subject to the common law warranty of habitability, as well as specific requirements and lessee protections contained in Virginia and local laws and occupancy codes. It is essential that VPRA staff and agents exercise professional judgment and diligence in leasing property, particularly for residential use.

Agents involved in property management should be familiar with Title 55.1, Subtitle III, Chapter 12 of the Code of Virginia, the Virginia Residential and Landlord Tenant Act. Advice on application or interpretation may be secured from VPRA General Counsel.

VPRA will conduct an inspection of VPRA-owned property, especially of all improvements, prior to offering the property to the public for rent and with the prospective lessee before lease approval is requested. For improved properties, basic

safety items should be checked, including presence of smoke detectors and operation of electrical, mechanical, and plumbing features. The results are noted and incorporated into the lease. Inspections will be documented.

Hazardous building materials and contamination have added complexity and a higher level of responsibility and potential liability to property management activities. The Program Manager or his or her designee should be vigilant in their inspection for any environmental contaminants present in buildings, such as mold or on the land that are visually or odorously evident. All buildings acquired by VPRA must be inspected for asbestos contamination. Structures that are retained by the owner at negotiations are not subject to asbestos inspection, as VPRA does not take title to such buildings.

VPRA has a disclosure and information (but no inspection or removal) responsibility with regard to presence of lead-based paint. VPRA is required to disclose any and all available information, reports, etc., concerning lead-based paint regarding the specific building and complete and execute all appropriate related forms.

Asbestos inspection will be made prior to leasing any building, except when the building remains occupied by the original occupant. Such occupants may enter into a lease agreement, and VPRA will not require them to vacate for performance of an inspection. The lease should contain a "save harmless" clause protecting VPRA from any liability.

Buildings that have been determined not to contain any asbestos should have the following disclosure and "save harmless" clause inserted in the lease:

"The Lessee(s) by signature(s) below, understand(s) and acknowledge(s) that the Lessor has no knowledge of asbestos and/or asbestos hazards based upon an asbestos report dated _____ indicating the property contains no friable or non-friable asbestos. Regardless, the Lessee(s) each agree(s) to indemnify, defend, and hold harmless Virginia Passenger Rail Authority (VPRA), the Commonwealth of Virginia, its agencies, institutions, officials, employees, agents and volunteers from any and all liability, claims for damage, injury or loss of every kind and nature, whether relating to person or property, arising on or within the Premises or incident to Lessee's(s)' use of the Premises including, but not limited to any liability or claims for damage, injury or loss resulting from contact with any hazardous material, such as asbestos, etc., that may be present on the property. Lessee(s) each further agree(s) that any performance bond or insurance protection provided by Lessee(s) shall in no way limit Lessee(s) responsibility to indemnify, defend, and hold harmless Lessor, its agencies, institutions, officials, employees, agents and volunteers as herein provided. Further, this agreement to indemnify, defend, and hold harmless shall not be terminated by, and shall survive, any expiration or termination of this Lease."

Buildings containing non-friable asbestos in locations where it is not likely to be disturbed may be leased with full disclosure to the prospective lessee. Non-friable asbestos is that which when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure.

The following clause will be inserted in the lease as needed:

“The lessee(s) by signature(s) below, acknowledge(s) the property to contain non-friable asbestos containing material in good condition. Lessee(s) covenant(s) and agree(s) to hold harmless the lessor from any tort liability claims as provided by law, both personally and those brought by third parties during his/her continued use of the property. This shall include, but is not limited to, injury from contact with any hazardous material, such as asbestos, etc., that may be present on the property. The areas that contain the non-friable asbestos containing material are (insert description from asbestos report).”

“The lessee understands and agrees that these areas containing non-friable asbestos are not to be disturbed under any condition so as to cause the asbestos to become friable.”

Buildings containing friable asbestos are not to be leased unless the asbestos is removed in accordance with standards for re-inhabitancy. Any exception to this requires review and approval of VPRA.

9.6.6 Lessee Liability Insurance Requirements

Lessee liability insurance and indemnity requirements shall be determined by VPRA General Counsel.

9.7 Management and Disposal of Improvements and Buildings

9.7.1 General

The timely and efficient removal of acquired improvements, including buildings, etc., from the proposed right-of-way is important to maintaining a construction schedule and minimizing the cost of railway construction. Therefore, the planning for improvement removal should take place at the earliest possible time in the right-of-way phase. However, no action should be taken to remove any improvement until VPRA has title and legal possession, and all improvements (primarily buildings) have been inspected for asbestos, with any utilities connected to the improvement removed prior to inspection.

Once formal possession of an improvement has been taken and no trespassing signs have been posted, the Program Manager notifies the PST Virginia to have the improvement inspected. All utility companies providing service shall be notified in writing to have all services discontinued and wires, pipes, etc., removed within a specified period. Removal shall be verified by the Project Manager prior to asbestos inspection being conducted as a safety precaution. Appropriate action will be taken to initiate closure of any wells or septic systems being affected by the Project. A record of the inspection will be completed at the time inspection of the property is conducted, and the record will be sent to the Program Manager. Any hazardous conditions or attractive nuisances (See § 9.7.4) will be noted at this time and arrangements immediately made by the PST Virginia to remedy the condition. Notifications will be sent by the Program Manager to the local Police Department, when appropriate, as a preventative measure to deter trespassing and vandalism. The Program Manager will add the property to the VPRA maintenance list as appropriate. All necessary property management database

entries and updates will be made by the Program Manager accordingly.

The first option for the removal of improvements from the right-of-way lies with the owners of the improvement. They have the option at the time of negotiations of retaining improvements and removing them from the right-of-way. Sale or removal of salvage parts, fixtures or other property shall not occur if there is any chance of creating or causing contamination through the disturbance of asbestos or other possible contaminant.

If improvements are not retained, and the Project construction schedule allows time, the Program Manager may advertise the buildings for public sale, typically by sealed bid sale coordinated with the VPRA Procurement Team and the VPRA General Counsel. If no bids are received, or the cost of public sale including advertising would be excessive in relation to the likely net proceeds, the buildings may be disposed of by negotiated contract.

Any services necessary to affect sale, are to be procured in compliance with VPRA procurement policies and applicable Virginia and federal law. A sole source hiring of a service provider should be documented in all files and in accord with such law and policies.

The most effective improvement removal method beyond owner retention or sale is through the Project construction contract. Improvements requiring removal prior to construction for utility relocation, etc., or that present a danger to the public or are an attractive nuisance should be dealt with expeditiously (See § 9.7.4). An open-end demolition contract secured through the PST Virginia is typically time and cost efficient, provided it can be reasonably utilized in an ongoing basis within a given area and does not interfere with the railway construction contract. No separate demolition contract should be procured if it overlaps a Project advertisement date without the approval of the VPRA Director of Engineering and Construction. Temporary measures, such as boarding, fencing, removal of hazards, etc., may suffice depending on circumstances.

9.7.2 Asbestos Contamination

Policy. Every improvement acquired by VPRA will be included in the request for inspection for asbestos after vacation or use by the original owner or occupant and before it is leased, sold, used or demolished and the resulting report retained and findings entered into the property management database. Improvements retained by the owner at the time of negotiations do not require inspection. The Commonwealth does not take title to or possession of buildings that are retained by their owners and thus has no responsibility regarding their condition or use. Notwithstanding this, the retaining owner will be required to relinquish any claim against the Commonwealth for any damage or loss due to the presence of asbestos and is responsible for compliance with applicable law, rules, etc., concerning removal.

Improvements that contain Category I and II non-friable asbestos in good condition as described in this section) may be disposed of with proper disclosure to the prospective buyer who will assume all liability and indemnify the Commonwealth from all future claims.

Asbestos Inspection. VPRA is responsible for performing or contracting for the inspection. The inspection cannot be made until the improvement has been vacated and possession taken, and all utilities connected to the improvement removed/disconnected, thus close coordination is important. VPRA is to request, typically in writing, the asbestos inspection once possession of the improvement has been taken and provide any keys or other pertinent information. The qualified professional performing the inspection shall determine any exceptions to the need for inspection and so note in the report. Once the inspection has been completed, a copy of the report will be provided to VPRA for retention in the Project file within the property management database. The Asbestos Inspection Report will indicate the presence of asbestos, its location, amount, type and condition, and the estimated cost of removal.

Improvements Containing Non-Friable Asbestos. VPRA may sell for removal buildings that contain the following two categories of non- friable asbestos:

Category I: Asbestos containing packing, gaskets, resilient floor covering and asphalt roofing containing more than one percent asbestos as identified on the asbestos report. The material must be non-friable (cannot be crumbled, pulverized, or reduced to powder by hand pressure) and in good condition.

Category II: Any asbestos containing material, excluding Category I above, that when dry cannot be crumbled, pulverized, or reduced to powder by hand pressure. Further, the asbestos containing material must be in good condition and not have a probability of becoming friable.

Improvements containing non-friable Categories I and II asbestos may be leased or moved without removal of the asbestos but may not be sold for dismantling on site for salvage. This activity may disturb asbestos and render it friable.

All sales agreements for improvements containing asbestos will include the following clause:

"The purchaser(s), by signature(s) below, acknowledge(s) the property to contain non-friable asbestos containing material in good condition, and acknowledge(s) receipt of a copy of VPRA's asbestos inspection report for the property being conveyed. Purchaser(s) covenant(s) and agree(s) to hold harmless the seller from any tort liability claims as provided by law, both personally and those brought by third parties. This shall include, but is not limited to, injury from contact with hazardous materials, such as asbestos, etc., that may be present on the property. The [new] owner shall assume all personal and property liability associated with any asbestos-containing materials remaining in the structure at the time of sale and shall protect and save harmless the Virginia Passenger Rail Authority (VPRA) from any and all damages and claims associated with these materials. VPRA does not warrant the condition of the asbestos containing material remaining in the structure or the quality of any asbestos inspection or abatement activities performed by VPRA and its contractors.

VPRA will, as indicated in the above clause, provide the purchaser with a copy of the asbestos inspection report. On request, references will be provided to regulatory agencies and licensed asbestos removal companies.

Buildings Containing Regulated Asbestos Containing Materials. VPRA will not sell under any circumstances improvements that contain regulated asbestos containing material (ACM) identified in the inspection report. These buildings should be turned over to a demolition contractor for removal of the asbestos and demolition or be placed in the Project construction contract except in cases where the Project schedule will allow sufficient time for abatement of the ACM, followed by marketing and sale of the improvement provided the expected revenue from the sale of the building is sufficient to warrant all costs and sufficient recuperation of funds expended for the purchase.

Regulated asbestos containing material is defined as:

1. Friable asbestos material; or
2. Category I non-friable asbestos that has become friable, or that will be or has been subjected to sanding, grinding, cutting or abrading; or
3. Category II non-friable asbestos containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by forces expected to act on the material in the course of removal or demolition.

In an instance where VPRA is willing to pay the cost to have this category of asbestos removed, the improvement can be sold after abatement and removal by a licensed asbestos contractor. In cases where this category of asbestos constitutes weatherproofing materials, provisions shall be made to immediately restore any abated weatherproofing materials with non-asbestos containing materials.

9.7.3 Lead-Based Paint Contamination Policy

VPRA is subject to the requirements of the Federal Department of Housing and Urban Development and the Environmental Protection Agency regulations regarding lead paint hazards in acquired improvements, usually buildings.

VPRA is not required to inspect buildings for lead-based paint, as is required for asbestos. VPRA's responsibility is to provide full disclosure of known lead hazards and the opportunity for a prospective buyer to inspect property to assess any risks.

9.7.4 Hazardous Conditions/ Attractive Nuisances Policy

VPRA has a responsibility to protect the public from any hazardous conditions that exist on the property at the time of the transfer of title or that arise after the transfer of title. Thus, it is important that these conditions be noted during the inspection at the time possession is taken of the property, especially of the improvements on a property, and that follow-up steps be taken to eradicate and/or secure the condition. Notice will be made of any hazardous conditions or attractive nuisances on individual properties and the steps taken to eradicate or manage them. A record will be made of inspections

indicating the date and time and any safety related conditions that are found, and this record will be placed in the file.

Special attention should be given in the inspections to the presence of any attractive nuisance on the property. This is a condition, such as a swimming pool, open building foundation, etc., where coming in contact with the improvement could be unsafe and/or that may be particularly attractive to children or other vulnerable persons.

Any condition that imperils public safety must be corrected as soon as it is identified. Correction may require removal by state forces or special contract, or securing the property by fencing, boarding or locking.

9.7.5 Disposal by Owner Retention

Improvements on the Right-of-Way. All owners are to be given the option of retaining their improvements during negotiations. The choice must be exercised before VPRA has entered into an agreement for purchase or a petition for condemnation has been filed. In the case of an owner's refusal of VPRA's offer to purchase the property, a sales agreement for the improvements must be executed prior to or at the time the petition for condemnation is filed. If the owner does not retain the improvement(s) at the time of negotiations, the owner will be treated as any other interested party for the sale of improvements.

Improvements Located on Residue Parcels. When the residue parcel is large enough to support a self-sustaining use (Class I) and has improvements that contribute to it, the improvements typically are to remain a part of the residue and disposed of with the residue. Improvements located on a non-self-sustaining residue may either be retained or sold with the residue or be disposed of separately by sale or demolition. These improvements should be identified during the Project field inspection or during the right-of-way acquisition phase of the Project with arrangements made to preserve the integrity of the building prior to sale and when feasible, the building should be offered for sale as soon as possible after possession so not to create an attractive nuisance.

Retention Value. The retention value will be established at the time an owner indicates a desire to retain an improvement. If there is specialized equipment in the improvement, the retention value may be determined and included in the appraisal of real property because of the greater likelihood of retention. Parcels on which there are groupings of improvements with related uses may be grouped for retention or sale. An owner or purchaser will be offered the group and not individual improvements first.

9.7.6 Disposal by Sale

Improvements containing non-regulated asbestos that are not retained or identified for priority demolition can be sold provided the sale and removal will not impact Project advertisement or construction.

Improvements having significant value and/or public interest should be offered for public

sale first (usually a sealed bid sale, advertised auction, etc.) and then by negotiated sale.

No VPRA owned improvements, any of the contents of any improvements, or any property will be sold or given to employees of VPRA or their relatives.

Credit of Proceeds and Performance Bonds. All performance bonds and proceeds from the sale of improvements or property, etc. shall be promptly and properly coded and credited to the established account(s). All revenue generated from the sale of property acquired with federal funding participation shall be credited to the proper account to ensure identification for use on future projects eligible for FRA funding, as applicable.

Auction Sale. The Program Manager will select an auctioneer as needed. Selection will comply with all VPRA procurement policies and procedures.

Commonwealth of Virginia auctioneers can be used as a sole source vendor as the policy requirements have usually been met. Counsel should be sought when using this option. Auctioneers should be selected based on consideration of experience, qualifications, and fees. The amount of fee will not be based on the dollar volume but will be set on a fixed fee per unit basis. A ticket system will be used by the auctioneer. VPRA employees may also be used to conduct an auction as the auctioneer as a part of their duties.

Auctions will be advertised in local newspapers with the use of auction sale forms. A copy of the completed "sale package" reflecting the results, revenue, costs, etc., will be placed in the Property Management files.

Public Sale. A notice of sale by sealed bid will be published in local newspapers in the area of the Project and a sign advertising the property for sale placed on the property simultaneously. Proposal forms, etc., and return envelopes will be prepared and distributed to prospective bidders on request.

A performance bond for the removal of each improvement will be set. It will be based on the cost of removal of the building from the right-of-way and any reasonable costs associated with recovery, redress, and remedy should the successful bidder fail to perform. This bond is not an arbitrarily imposed penalty.

The bids will be opened promptly at the prescribed time and recorded in the witness of at least two VPRA employees. Immediately after the bids have been opened and the successful bidder selected, all bids will be tabulated, reviewed and/or approved with/by VPRA as needed, and a report will be submitted to the file. All improvements included in the sale will be accounted for in this report.

All bidders will be notified in writing of the results of the sale and provided a copy of the tabulation of the bids. The successful bidder will be advised of the acceptance of the bid and be requested to submit separate certified/cashier's checks or money orders for the purchase price and the performance bond within 5 business days of this notification. On receipt of the payments, VPRA will send a Notice to Proceed to remove the improvement(s), typically within 30 days, along with the building keys.

Negotiated Sale. Improvements are normally sold by negotiated sale after efforts to sell by public sale have been unsuccessful or it has been determined the value or public interest do not justify the cost, etc., of a public sale. VPRA makes the determination and decision to waive public sale. The files should document this waiver.

The Negotiated Sale of Buildings agreement will be used for all negotiated sales. Treatment of the payment and performance bond is described in the preceding Public Sale section above.

9.7.7 Acquired Improvements as Replacement Housing

An improvement, primarily a residential building, not retained by its previous owner may be given priority and sold as a replacement facility to any person displaced as a result of a railway project. An improvement will only be sold on this basis if it is capable of being economically restored to the condition required for occupancy. In the case of a residential displacee, it must be capable of being brought to a decent, safe, and sanitary condition.

All improvements are subject to the same sale conditions with regard to timelines for the Project construction schedule, asbestos inspection and contamination, and the prospects and requirements of removing it from the right-of-way. Displacee prospective purchasers must agree that the building will be their replacement facility and must own or hold an option on a suitable replacement site to which the building can be moved.

9.7.8 Disposal by Demolition Contract

Improvements that have not been removed from the right-of-way as a result of the methods discussed in the above sections, or which present a danger to public safety, or are an attractive nuisance, or are a blighting influence to the community, or require early removal for the relocation of utilities may be removed by special demolition contract. VPRA will approve the need for a demolition contract and record the decision with explanation in the files.

All demolition services will be procured through the VPRA Procurement Team in accordance with VPRA procurement policies and applicable Virginia and federal law. The demolition contract awarded by VPRA will specify that the contractor will not lease, sell, or occupy any building included in the contract.

9.7.9 Salvage from Buildings

The value of mechanical or architectural parts that are salvageable from buildings is recovered through the sale of the whole improvement. Therefore, salvageable items, such as furnaces, water heaters, etc., will not be removed and sold separately from the improvement. There are exceptions to this policy. If items of significant value are vulnerable to theft or damage, such as stained glass windows, they may be removed and sold separately by VPRA staff. Also, if a building has been advertised for sale and no

bids received, and attempts to negotiate a sale are unsuccessful, it is permissible to sell specific items for removal from the building. In no circumstances can the removal of any part, attachment, etc., of an improvement be allowed if it will cause any environmental contamination, such as causing asbestos to become friable or have the expectation that it will become friable, or have the potential to cause any type of contamination, such as the release of regulated gases, etc.

Appendix A: Draft Property Acquisition Schedule by Parcel

VPRA Right of Way - A4T project single parcel acquisition - DRAFT 6-24-24 update 8-1-24

Project name
 Project manager
 Project start date
 Project finish date
 Duration
 % complete
 Exported on

Joe Jagdmann
 12/26/2022
 8/1/2025
 597 days
 22%
 6/24/2024

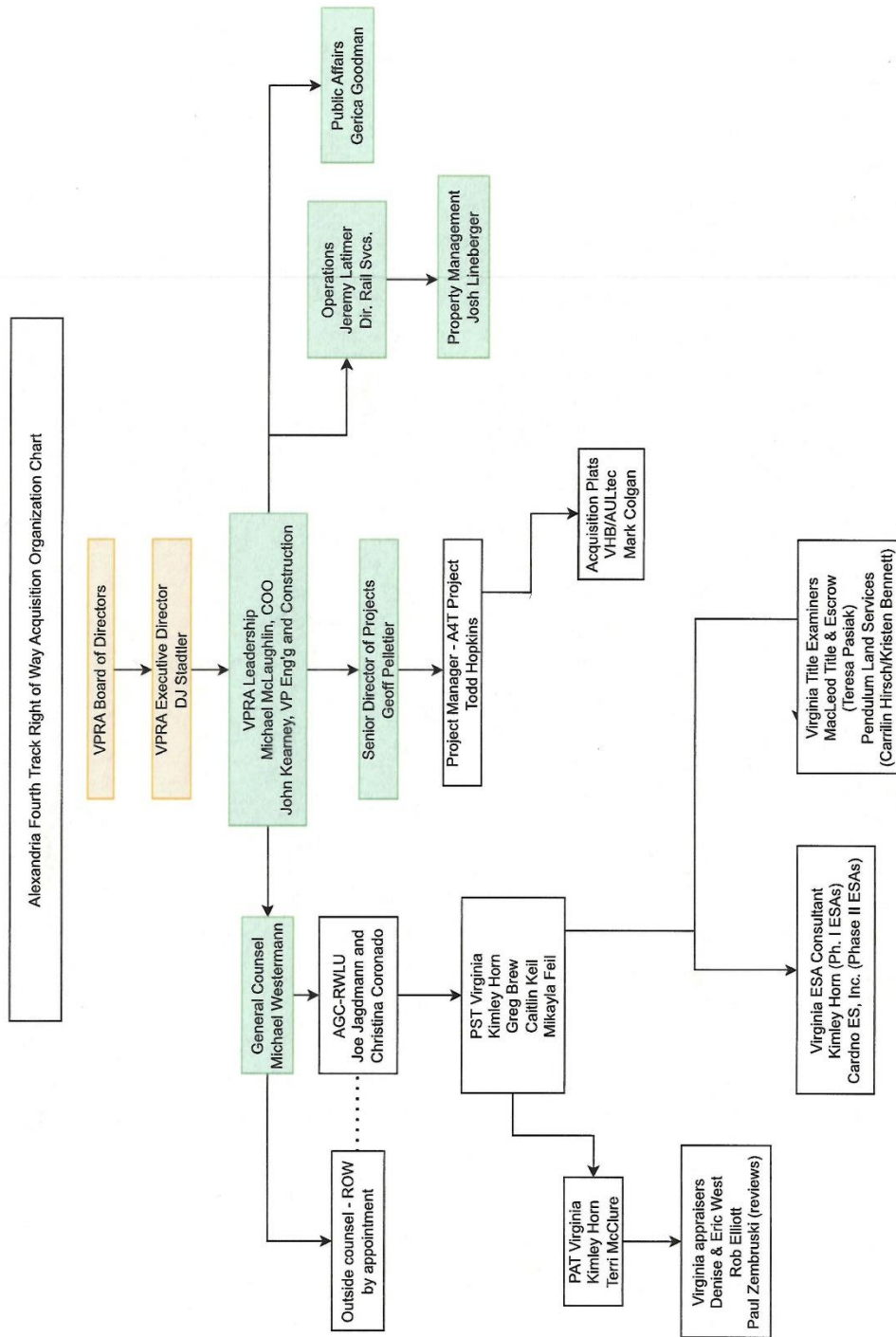
<u>Task #</u>	<u>Name</u>	<u>Lead Team or Entity</u>	<u>Duration</u>	<u>Start</u>	<u>Finish</u>	<u>Dependents</u>	<u>Depends on</u>
1	Benesch 100% ROW plans	CSXT, Benesch	35 days	3/13/2024	4/30/2024	7, 8	
2	Prepare, review and revise field surveys	Design, VHB	231 days	10/16/2023	9/2/2024	3, 6, 9-12	
3	CSXT review of field surveys	CSXT	23 days	9/3/2024	10/3/2024	9, 10-12	
4	Prepare, review and revise title	Legal, Kimley, PAT	154 days	12/29/2023	7/31/2024	6, 9-12	2
5	Ph. 1 and Ph. 2 ESAs complete	Design, Kimley	77 days	12/29/2023	4/15/2024	6, 9-12	
6	Prepare and review appraisals	Legal, Kimley, PAT	62 days	9/3/2024	11/27/2024	9, 10-12	
7	Prepare and submit NEPA reevaluation	Design, Permitting	14 days	6/3/2024	9/3/2024	8, 9	1
8	Obtain NEPA reevaluation approval	Permitting, Kimley	85 days	9/4/2024	12/19/2024	9	1, 8
9	Conduct negotiations	PAT, Kimley, Legal	69 days	4/3/2025	7/8/2025	10, 11	2, 4-6, 8
10	Close acquisition by agreement	PAT, Legal, Kimley	18 days	7/9/2025	8/1/2025	12	2, 4-6, 8, 9
11	File VPRA Petitions in Condemnation	VPRA	18 days	7/9/2025	8/1/2025	12	2, 4-6, 8, 9
12	Obtain possession of parcel	PAT, Legal, Kimley	0 days	8/1/2025	8/1/2025		2, 4-6, 8-11

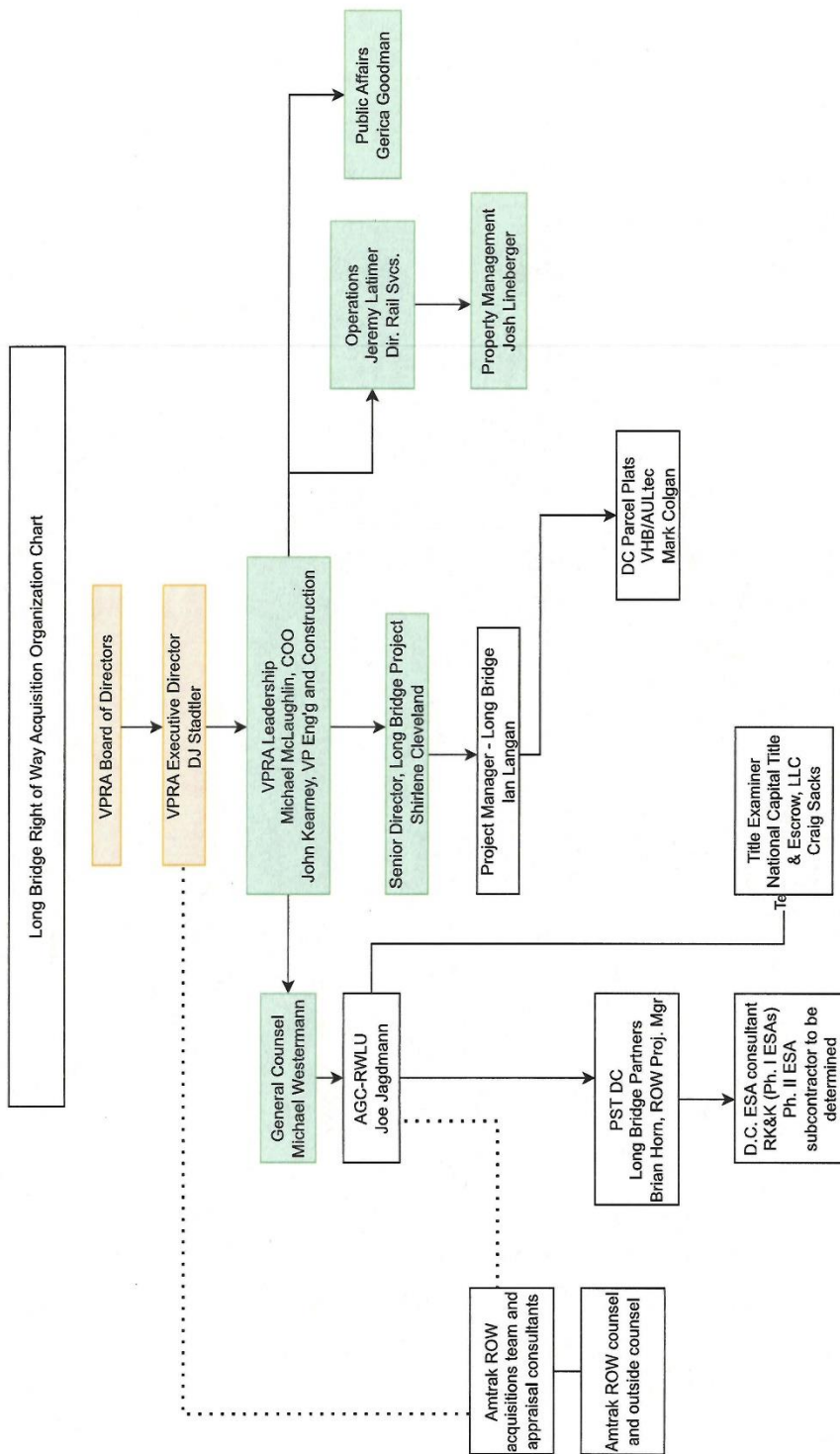
Appendix B: Project Assignment Tracker

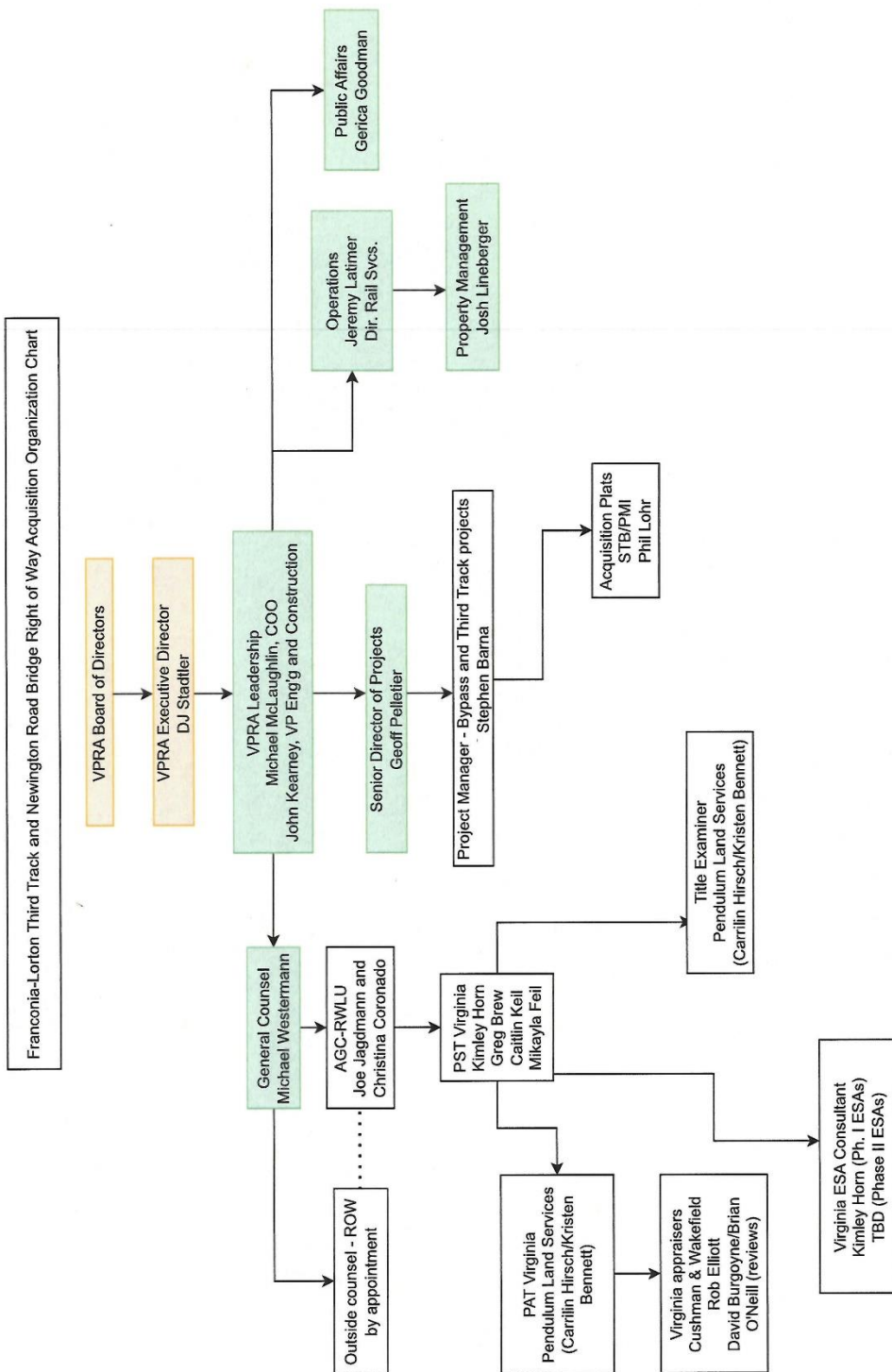
Project	Design firm	80% design dev/complete	80% design dev/complete	# of parcels	Acq. plat survey	ESA firm	Title Reports	Appraiser 1	Appraiser 2	Review Appraiser	Negotiations	Relocation Assistance
Long Bridge (VA Parcels)	V+B	4/11/2025	12/12/2025	3	V+B/Analysis	C+	Not Lead/Pending	Bob Elliott	Denise & Eric West	Paul Zembrusk	Kimley-Horn	Kimley-Horn
Alexandria 4th Track	-DR	2/24/2023	10/13/2025	29	V+B/Analysis	C+	Not Lead/Pending	Bob Elliott	Denise & Eric West	Paul Zembrusk	Kimley-Horn	Kimley-Horn
Francis Spg Field Bypass	Parsons	7/31/2024	10/23/2024	15	S17/PM	C+	Carwardick/Pending	Bob Elliott	Cashman & Wakefield	David Baugopel/Brian O'Neill	Pendulum	Pendulum
Francis Lorton 3rd Track	Parsons	10/9/2023	8/2/2024	41	S17/PM	C+	Pending	Bob Elliott	Cashman & Wakefield	David Baugopel/Brian O'Neill	Pendulum	Pendulum
Station A	Parsons	1/12/2024	9/19/2024	40	S17/PM	C+	ENR	Bob Elliott	Denise & Eric West	Paul Zembrusk	Kimley-Horn	Kimley-Horn
Station B	RECORA	9/19/2024	11/14/2024	3	S17/PM	C+	Markur	Bob Elliott	Denise & Eric West	Paul Zembrusk	Markur	Markur
Station C	RECORA	7/29/2024	7/29/2024	1	TBD	C+	TBD	TBD	TBD	TBD	TBD	TBD
Ettrick	Senoni	N/A	7/29/2024	1	S17/83	C+	Pending	Bob Elliott	Cashman & Wakefield	David Baugopel/Brian O'Neill	Pendulum	Pendulum
Richmond Layover Facility	WSP	3/29/2025	4/9/2025	1	TBD	TBD	TBD	Bob Elliott	Denise & Eric West	Paul Zembrusk	TBD	TBD

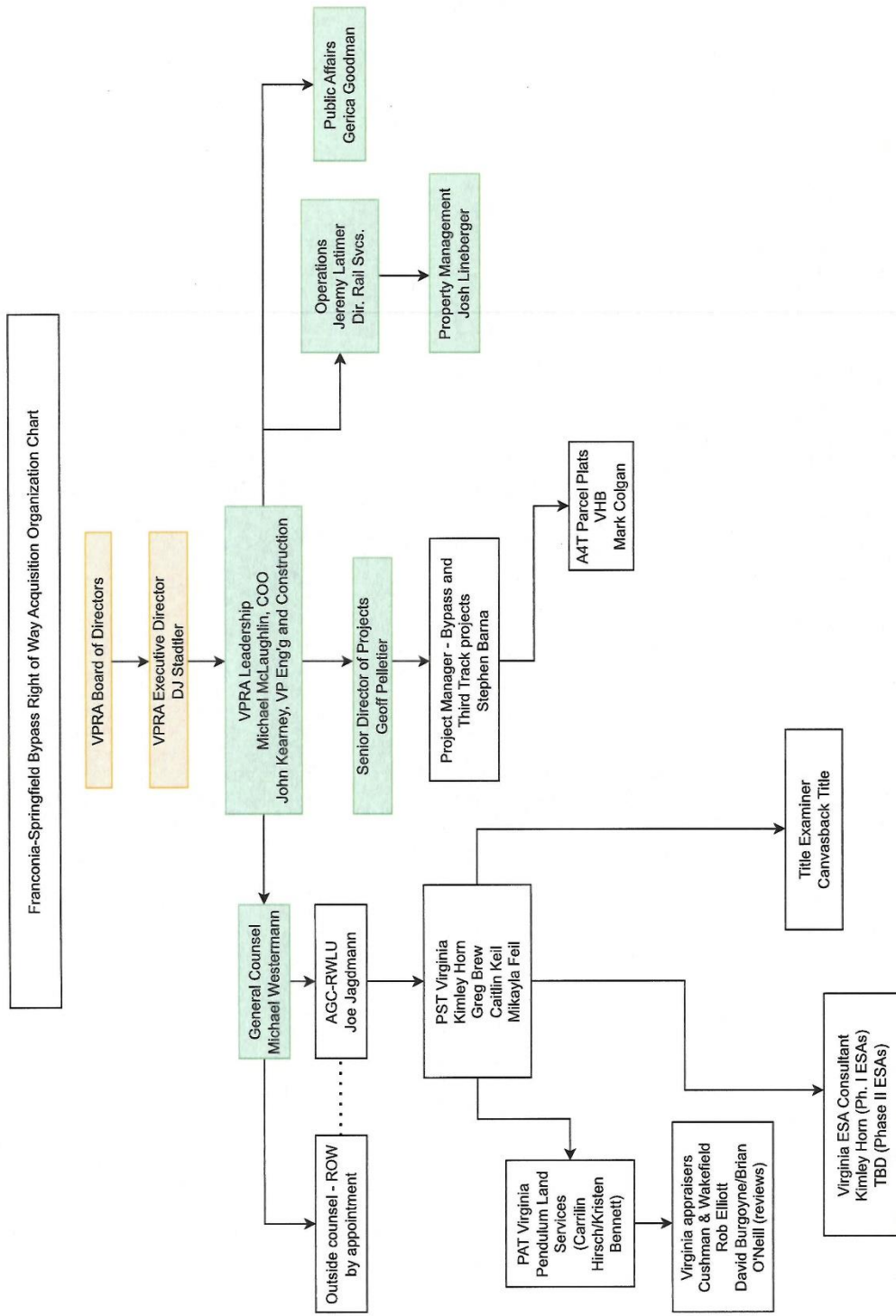


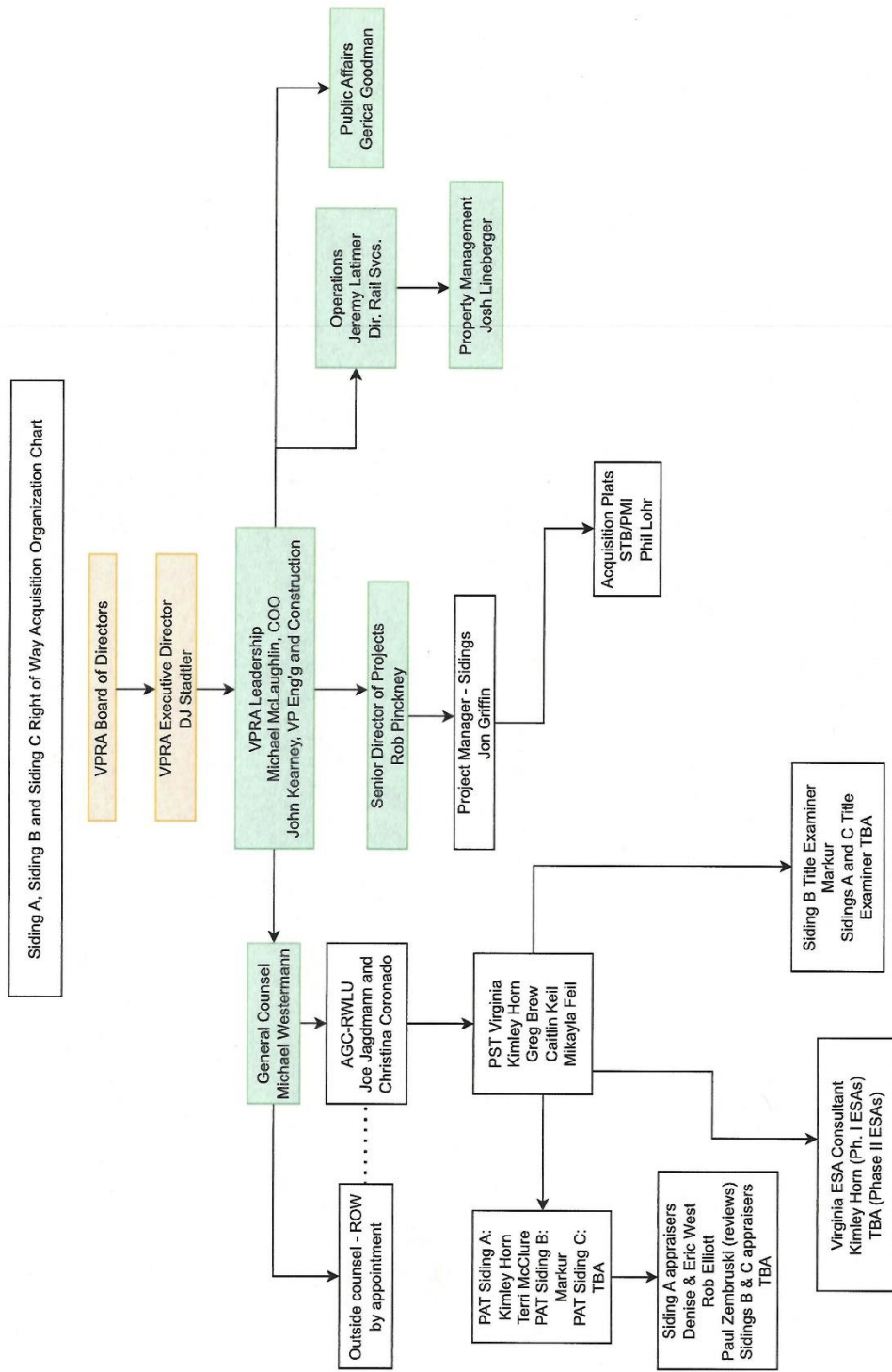
Appendix C: Organizational Charts











Appendix D: Appraisal Development

This **Appendix D** contains standards and considerations for development of appraisals for all right of way acquisitions for the TRV Program in Virginia. Appraisers must review, understand and comply with the requirements of this **Appendix D**. Any waiver of the requirements of this **Appendix D** must be approved by the VPRA AGC-RWLU.

1 Market Value Defined

Often the terms "market value" and "fair market value" are interchangeably used. For appraisals completed for VPRA, the definitions are synonymous. Market value has not been defined by Virginia statute. As Virginia is a common law state, the Virginia courts rely on precedent for interpretation. A frequently cited case, Talbot vs. Norfolk, 158 Va. 387, 163 S.E. 100 (1932), defines market value as the price which one, under no compulsion, is willing to take for property which he has for sale, and for which another, under no compulsion being desirous and able to buy, is willing to pay for the article.

2 Important Dates

All property evaluation reports must contain the report date. In addition, appraisals must have an effective appraisal date and the date that the property was inspected. Every report that is approved must have an approval date. If the appraisal is retrospective (the effective date is in the past and it may not be the same as the inspection date), the appraiser should take care to note the applicable real estate laws and regulations in effect as of the effective date of the appraisal.

3 Partial Acquisitions with No Damages to the Remainder

VPRA is frequently faced with the partial acquisition of a property that is necessary for rail corridor improvements. The appraisal of the acquisition of a partial interest or segment is permitted by the Uniform Standards of Appraisal Practice as described in Standard 1-2 (e)(v). When completing an appraisal for partial acquisition purposes, the appraiser must make a definitive statement as to whether or not damages result to the remainder property.

4 Stipulated Value

The appraiser will not include stipulated value of property in an appraisal prepared for VPRA. These values are based upon third party data (e.g., assessed values of the improvements or rough estimates) for the purpose of showing a before and after accounting. If some of the remaining improvements are affected by a partial acquisition, the improvements affected must be valued in the before acquisition and in the after acquisition value. Since stipulated values are not specifically developed by the appraiser in the appraisal process, they may mislead the reader.

5 Use of Primary and Secondary Data

Primary data are information gathered and evaluated first hand (e.g., confirming sales comparables). When using primary data, the source and date confirmed should be stated. Secondary data are derived from sources where the data is not directly compiled.

Sources for secondary data may include real estate publications, including research compiled by local brokers and other data sources. Secondary data are often used to supplement data in the market analysis section of a report. Secondary data should be current, relevant, reliable, accurate, and conceptually correct. Secondary data should not reflect manipulation, ineptness, confusion, carelessness, or conceptual errors by the person or organization supplying the data.

It may be necessary to rely upon specialty appraisal reports. These reports may address a specific issue within the overall valuation (e.g., the value of a sign). The same criteria used to determine the appropriateness of secondary data is used when determining if the data contained in a "specialty report" are appropriate. If the appraiser concludes that the data contained in the report are appropriate, the appraiser may extend the conclusions made into their appraisal by the use of an extraordinary assumption.

6 Clarity, Accuracy, Consistency, and Supportable Conclusions

The appraiser is required to report and present data and information in a logical format. The appraiser's conclusions must reflect market behavior. Also, the appraiser must take care to provide consistency within the report and analysis (e.g., if the appraiser estimates replacement for reserves in a stabilized operating statement for a property, capitalization rates extracted from market sales are derived based upon the consideration of reserves for replacements). All conclusions must be documented, supported, and rely upon factual data.

7 Qualitative/Quantitative Adjustments

Due to the lack of market data, it is not always possible to quantify all of the applicable adjustments for the Sales Comparison Approach. Qualitative adjustments allow the appraiser to explain differences between a comparable sale and the subject property by using narrative comments. When making quantitative or qualitative adjustments, the appraiser must provide market evidence (e.g., discussion with market participants) to support their adjustments. Adjustments should be displayed in an adjustment grid.

8 Dedications, Proffers, and Donations

A dedication is a voluntary gift to a local government by the developer of a subdivision of private property for public use, usually in the context of facilitating commercial development. A dedication can only be made on a subdivision plat or by deed and must be of record. A proffer is a promise or proposal to provide private land for public use in the future. A proffer often occurs when a developer requests a zoning change or requests site plan approval for a proposed real estate development to a local jurisdiction. As a part of this process, the locality will request the developer to proffer any land that may be needed by a public entity for proposed roadway improvements. The approved site plan or special condition should show in detail the area to be proffered along with a statement indicating the area to be proffered. The appraiser must consider the impact that proffers have on the value of the proposed acquisition and the remainder of the property if applicable.

In order to determine if dedications or proffers are present, the appraiser must thoroughly research land development files (e.g., zoning requests, site plan approval requests,

planning department files, etc.) if they are available within a local jurisdiction where the property is located. Proffers that are over ten years old but still have not been consummated may be difficult to enforce. If the appraiser finds a record of a dedication, proffer, or other obligation to convey property in the future for public use, transportation or road purposes, he/she should immediately advise VPRA General Counsel and the assigned title examiner.

When a proffer statement does exist, it may be difficult to interpret. The statement may be broad and general in its description. The locality's board of zoning appeals may be contacted for its interpretation of the proffer and its expectation that the proffer will be consummated. If the appraiser requires assistance with interpreting a statement, he/she should contact VPRA General Counsel to help interpret the impact of a proffer.

Landowners, after being advised that they may be eligible to receive just compensation for their property, may elect to donate their real property for public use versus receiving just compensation. Under these circumstances, an appraisal of the real property is not required but will be performed unless waived by the owner.

9 Hypothetical Conditions

USPAP defines a hypothetical condition as "that which is contrary to what exists but is supposed for the purpose of the analysis". When appraising for VPRA, the after value is based on a supposition that the Project is completed as of the effective date of the appraisal. This is a hypothetical condition resulting from the custom of the courts and the instructions in this manual. Otherwise, the appraiser is not allowed to use additional hypothetical conditions in the appraisal unless he/she has been instructed to do so by VPRA or has requested to do so in writing prior to completing the assignment. When making the request, the appraiser must state the hypothetical condition and the reason for its inclusion (e.g., legal, purpose of reasonable analysis, purpose of comparison, etc.). VPRA will furnish written approval if the hypothetical condition is allowed for the specific appraisal problem when requested.

A hypothetical condition can result in a misleading appraisal report if it is not fully disclosed. In the appraisal report, the appraiser must clearly disclose the use of all hypothetical conditions used in the appraisal. If the appraiser receives written approval to base his/her analysis on hypothetical conditions other than those specifically referenced, a copy of the written approval must be provided in an addendum to the report.

When using a hypothetical condition, the appraiser is required to disclose the known facts concerning the physical, legal, or economic characteristics of the property being appraised. Also, the appraiser is required to address the impact on value resulting from the hypothetical condition(s).

10 Extraordinary Assumptions

USPAP defines an extraordinary assumption as "an assumption, directly related to a specific assignment which, if found to be false, could alter the appraiser's conclusions or opinions". An extraordinary assumption presumes as fact otherwise uncertain information about the physical, legal, or economic characteristics of the subject property. For example, if contamination is suspected on a property the appraisal can be prepared as if it was not contaminated based on the extraordinary assumption, as stated in the report.

In the alternative, if the contamination was known as fact, the appraisal could be prepared as if it was not contaminated based on the hypothetical condition, as stated in the report. The assumption may also encompass conditions external to the property, such as market conditions or trends or integrity of data used in an analysis.

Extraordinary assumptions used in the appraisal must be clearly disclosed and the basis for relying upon them discussed. Also, the report must disclose the impact on value of any extraordinary assumption used. The conclusions of a specialty appraisal report are incorporated in an appraisal by use of an extraordinary assumption.

11 Jurisdictional Exception

USPAP defines a jurisdictional exception as “an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP”. Jurisdictional exceptions in the appraisal process are not permitted without the prior written approval from VPRA.

12 Comparable Property Data

Prior to an appraisal being reviewed and approved, the Review Appraiser is required to review and approve the sales comparables used. In most instances, this activity takes place in advance of the appraiser’s appraisal report submissions. After approval of the comparable by the reviewer, the appraiser shall attach a complete copy of the approved sales comparable data sheet to the appraisal report.

The information required for each comparable is outlined on the sales comparable data sheets attached to this RAMP as **Appendix G**. A comparable data sheet has been developed for land, residential, and commercial properties. The data sheets must be completed in their entirety. The data sheets used must be those in effect on the date the appraisal assignment is made unless otherwise directed by VPRA. In addition to completing the data sheet, the analyst must:

1. provide photographs of the comparable sales showing the principal above ground improvements or unusual features that affect the value of the comparable. Photographs of improved comparable sales shall be taken from several different locations in order to show any unusual features affecting the value and will be identified by sale number and Project. The minimum photograph size is 3 ½” x 5”;
2. note any conditions of sale and include them in the comments; and
3. provide a copy of the recorded plat or a copy of the tax map with the subject property boundaries highlighted.
 - a. If available, provide the boundary dimensions or at a minimum provide the amount of road frontage.
 - b. Identify road, street, or other means of access.
 - c. Identify by number the location and direction the photographer faced.

The individual completing the comparable data sheet must attempt to confirm the sale with one or more parties who were directly involved with the transaction (e.g., buyer, seller, broker, closing agent, etc.) and document his/her attempts if unsuccessful. If the appraiser

is unable to confirm a sale with a direct party, he/she may attempt to confirm the sale with an indirect party (e.g., a relative, neighbor, assessor, etc.) who is aware of the transaction and who has familiarity with the local real estate market.

If a direct or an indirect party is not available, the appraiser may use secondary sources (e.g., published data, public records, electronic databases, etc.). The appraiser should avoid total reliance on secondary data. For any sale used, the appraiser must conclude that an arm's length transaction occurred between buyer and seller or provide a "conditions of sale" adjustment, if applicable, that is well supported by market data. Once a Review Appraiser approves a comparable for use in the appraisal process, other appraisers may elect to use the comparable data in their appraisals. However, they must be satisfied with the comparable sale's confirmation and analysis. Each appraiser is responsible for the integrity of the comparable data used in their appraisal and must inspect all comparable properties used in his or her appraisal.

13 Property Description

The appraiser must describe the property as it exists before the acquisition and without considering the impact of any proposed transportation improvements. If the acquisition is a partial one, the appraiser must also provide a detailed description of land and the improvements located within the acquisition area. In addition, the land and improvements located in the remainder must also be described. The level of detail required for a description of the improvements located within the remainder depends on whether a change in value has taken place when compared to the remainder's "before value". If so, the level of detail required for the property description is the same as when preparing a description of land and improvements located within the acquisition area. Improvements assigned "D" (demolition) numbers are referenced as such throughout the appraisal.

Land description(s) must address topographical features, road frontage, elevation of the roadway (existing and proposed), drainage, land features (e.g., wooded, pasture, cropland, etc.), existing easements, and floodplain. Also, the zoning, zoning requirements, and deed restrictions that affect the property must be included. Building and site improvement descriptions must address improvements above and below ground. Buildings, landscaping, fencing, sidewalks, walls, driveways, water supply (e.g., well type and depth), septic systems, and all other miscellaneous site improvements must be addressed.

The description of the building improvements that are appraised must include the type of building (e.g., a Butler building), the estimated and/or actual age, and the quality of materials/construction and foundation type. Also, a general description of the walls, siding, flooring, roofing, interior trim, plumbing, heating/cooling systems, electrical, and built-in appliances/equipment must be given. The appraiser must reach a stated conclusion about the condition of the improvements.

14 Project Influence Date

The appraiser shall ignore the influence of the Project on the "before value" of the subject property. When addressing project influence, the appraiser should cite the milestone that marks the onset. The date that the railway's final alignment is known may be one starting point. Others may include the date that funds were approved to complete the design

phase, the design approval date, or the date that the Project funding is approved to proceed with construction, etc. A general statement such as “a project is coming” should not be used as a basis for setting a beginning date because it is too general. The appraiser may request that VPRA provide these dates.

15 Market Area Delineation and Analysis

The complexity and the nature of an appraisal problem dictate the level of market analysis required. As defined by the Appraisal Institute’s *The Appraisal of Real Estate*, 14th Edition, the level of market analysis used to develop a highest and best use for a property may be based upon inferred analysis or it may be expanded to include a fundamental market analysis. The degree of market analysis required by VPRA will be dependent on the complexity of the property.

16 Highest and Best Use

Highest and Best Use “is the reasonably probable use of property that results in the highest value” (*The Appraisal of Real Estate*, 14th Edition). Appraisers must provide statements that describe their analysis and conclusions pertaining to the highest and best use of the property as though vacant and, if applicable, of the property as improved. The four tests of highest and best use (physically possible, legally permissible, financially feasible, and maximally productive) must be considered for each analysis. The existing use and zoning must be given consideration as well as the possibility of obtaining a zoning change to a more intensive use. However, even if a zoning change to a more intensive use is likely, any potential use under the zoning change must be financially feasible. If no effective demand exists for a use, even though it is allowed by zoning, the appraiser may not conclude that it is the highest and best use for a property. If an improved property has a highest and best use as vacant for a different use when compared to the existing improvements, the appraiser must consider the impact on the level of depreciation for the existing improvements.

If a property has different land usages or demarcation or division lines established under its highest and best use, these same requirements apply to each usage or demarcation/division. If questions arise about the level of analysis required, the appraiser should contact the PST Virginia, and the PST Virginia shall consult with VPRA General Counsel and, if necessary, a separate consulting appraiser. If the assigned appraiser concludes that damages or enhancements exist after the acquisition, that appraiser must include a highest and best use analysis of the remainder property as if vacant and as improved, if applicable.

17 Interim Use

Interim use is the current highest and best use that is likely to change in a short period of time. The appraiser must identify the interim use of a property, as well as the comparable properties. The differences in interim uses for comparable properties that may have the same future highest and best use must be considered in the appraiser’s analysis. The appraiser should exercise caution when valuing a property that has a different highest and best use “as vacant” when compared to the highest and best use “as improved”. When this is the case, the appraiser is required to estimate when the land use will change. The

interim value of improvements located on the land should reflect the estimated timing of a land use change.

18 Speculative Use

Speculative use is defined as the purchase or sale of property motivated by the expectation of realizing a profit at some future point in time from a future highest and best use. As a general rule, remote or speculative damages are not to be considered. Revocor v. Commonwealth Transportation Commissioner, 259 Va. 389, 526 S.E. 2d 4 (2000). If damages are considered, the appraiser should exercise caution that any premium concluded for land and/or improvement for a potential future highest and best use is clearly derived from market-based transactions. Uses considered must be reasonably probable or likely to have an effect on the present market value of the land and purely imaginary or speculative value should not be considered. Pruner v. State Highway Commissioner, 173 Va. 307, 4 S.E.2d 393 (1939). Profit and losses cannot be considered by the appraiser because they are too speculative. Brown v. May, 202 Va. 300, 117 S.E.2d 101 (1960). (Note that Va. Code § 25.1-230.1 indicates that just compensation can include an amount for lost profits, provided the landowner has proven with reasonable certainty the amount of the loss and provided certain statutory requirements are met, but such determination of lost profits is not part of an appraisal under USPAP. See § 30 of **Appendix E** to this RAMP.) Qualitative adjustments are not acceptable support for deriving a premium paid for a speculative future use. The support must be quantifiable.

19 Partial Acquisitions and Valuation of the Remainder

When the appraiser concludes that the value of the remainder has diminished or that enhancements offset damages, the appraiser is required to complete an after value. Also, any appraisal prepared for court testimony must include the after value unless the case is uncontested. The appraiser may check with VPRA for guidance to determine if the case is uncontested. When completing an "after value", the appraiser is required to use the Narrative Appraisal template. The value of the property before the acquisition and the value of the remainder after the acquisition are two distinct appraisals. The appraiser must assume a hypothetical condition that the proposed railroad improvements are completed as of the effective date of the appraisal when completing the after value. The valuation of the remainder must be supported and documented to the same extent and thoroughness as the valuation of the property before the proposed acquisition. One or more of the following must support the valuation of the remainder:

- A. Comparable sales similar to the remainder property, including its highest and best use.
- B. Data that demonstrates the economic loss and, if applicable, any gain brought about by a change in land use, units of production, development costs, rental activity, cost-to-cure, etc.
- C. Data and conclusions from severance damage studies that are related to similar acquisitions.
- D. In the event the data described in A through C are not available, the appraiser must state this in the appraisal and must use any other reasonable appraisal premise or technique pertinent to deriving the after value. If the appraised value of the remainder

indicates damage (with or without enhancements) an explanation must be included in the appraisal. If it is unclear that damages are compensable, the appraiser will contact VPRA General Counsel to seek guidance on this issue.

20 Damages

Estimated damages to the remainder property must be supported by market data. The reasoning and analysis used to determine the amount of damages must incorporate market data and appropriate appraisal techniques. Damages may be offset by either special and/or general benefits that accrue to the property because of the proposed railroad improvements. In addition, the appraiser must consider any benefits that may accrue from the permanent use of drainage structures, bridges or conduits for vehicular traffic, water and sewer lines, etc., which may be granted under a reservation clause (that has been made a part of the deed), a dedication, or a proffer. The appraiser should contact the PST Virginia and VPRA General Counsel to determine how to treat the reservation clause, dedication, or the proffer. A determination must be made as to whether the right granted is compensable. If damage is financially feasible to cure, then it must be supported with appropriate explanation and justification (e.g., cost estimates from contractors). If the cost to cure damage exceeds the amount of the damage to the remainder, the cure is not feasible.

21 Non-Compensable Damages

The list below is a sample of non-compensable items from an appraisal perspective:

- A. Increase in land value, due in whole or in part, of the land and/or property acquired that result from the proposed transportation project itself. Transportation Commissioner of Virginia v. DuVal, 238 Va. 679, 385 S.E.2d 605 (1989). However, if the change in highest and best use resulted from reasons unrelated to the proposed transportation project, the property owner is entitled to the benefit of the property's increase in value. Transportation Commissioner of Virginia v. DuVal, 238 Va. 679, 385 S.E.2d 605 (1989) and Tremblay v. State Highway Commissioner, 212 Va. 166, 183 S.E.2d 141 (1971) and Va. Code § 25.1-417.A.3.
- B. Lost business or profits. Brown v. May, 202 Va. 300, 117 S.E.2d 101 (1960). See also discussion of Va. Code 25.1-230.1 in Section 18 of this Appendix D and Section 30 of Appendix E.
- C. Loss of goodwill. Richmond and Petersburg Electric Railway Co. v. Seaboard Air Line Railway, 103 Va. 399, 49 S.E. 512 (1905).
- D. Loss of sentimental value to the owner of the property. State Highway Commissioner v. Reynolds, 206 Va. 785, 146 S.E. 2d 261 (1966).
- E. Changed use of a public way. State Highway Commissioner v. Lanier Farm, Inc., 233 Va. 506, 357 S.E.2d 531 (1987) and State Highway Commissioner v. Howard, 213 Va. 731, 195 S.E.2d 880 (1973).
- F. Loss arising from an owner's inability to find an adequate substitute location. State Highway Commissioner v. Parr, 217 Va. 522, 230 S.E.2d 253 (1976).

G. The presence of noise, dirt, and fumes caused by the actual carrying on of the construction work. Ryan v. Davis, 201 Va. 79, 109 S.E.2d 409 (1959).

H. Loss due to an annoyance and/or inconvenience suffered by the public in general. City of Lynchburg v. Peters, 156 Va. 40, 157 S.E. 769 (1931).

I. Loss as a result of a contractor completing construction work for the proposed transportation improvements. Ryan v. Davis, 201 Va. 79, 109 S.E.2d 409 (1959).

J. Loss resulting from circuitry of travel caused by dividing a highway. State Highway Commissioner v. Howard, 213 Va. 731, 195 S.E.2d 880 (1973).

K. Loss resulting from re-routing or the diversion of traffic. State Highway Commissioner v. Howard, 213 Va. 731, 195 S.E.2d 880 (1973).

L. Loss resulting from an increase or a decrease in the amount of traffic volume. State Highway Commissioner v. Howard, 213 Va. 731, 195 S.E. 2d 880 (1973).

M. Danger from possible illegal acts that may result from a transportation improvement. State Highway Commissioner v. Lanier Farm, Inc., 233 Va. 506, 357 S.E.2d 531 (1987).

N. Attorney's fees incurred on behalf of the landowner, as a general rule, are not recoverable unless there is a statute that specifically provides for recovery. There is no such statute in eminent domain except in inverse condemnation.

O. Loss as a result of the reasonable exercise of police powers. State Highway Commissioner v. Howard, 213 Va. 731, 195 S.E.2d 880 (1973).

P. Loss resulting from a change in access if the owner still retains reasonable access to the public road system. State Highway Commissioner v. Lanier Farm, Inc., 233 Va. 506, 357 S.E.2d 531 (1987) and State Highway Commissioner v. Howard, 213 Va. 731, 195 S.E.2d 880 (1973).

Q. Loss that is speculative and remote or that is difficult to discern. Revocor v. Commonwealth Transportation Commissioner, 259 Va. 389, 521 S.E.2d 4 (2000).

R. Contractor negligence caused by negligent or unskilled construction by condemnor's contractor is not to be considered. Ryan v. Davis 201 Va. 79, 109 S.E.2d 409 (1959).

22 Enhancements

In public acquisition valuation, enhancement to a remainder property after a partial acquisition is sometimes categorized into general or special benefits. General benefits are those that accrue to an entire neighborhood or community. Special benefits are those that accrue to a specific property as a result of the railroad improvements. It is possible for a remainder property to be damaged as a result of the proposed railroad improvements and also experience one or more benefits. Virginia law provides for the offset of damages by any enhancements that result from either general or special benefits. If the net result is that the remainder property value is enhanced, this enhancement cannot offset the value of the acquisition. Long vs. Shirley, 177 Va. 401, 14 S.E.2d 375 (1941).

If the remainder property is enhanced and there are no damages, an after value is not required unless the appraisal is for court testimony, and the case is contested. When

determining if enhancement or damage is present, the appraiser must hypothetically assume that the railroad improvements are completed as of the effective date of the appraisal.

23 Approaches to Value

The application of the three approaches to value (cost, sales comparison, and income) is used as the appraisal problem and market data dictate their relevance. The omission of an approach to value under appropriate circumstances does not result in a limited appraisal. However, an explanation for the omission of any approach to value is required. The appraiser must use appropriate appraisal methodology and techniques for each approach to value.

Before the application of any approach, the appraiser must collect specific, pertinent data from the market for analysis. The requirements for data verification for sales comparables are described in § 12 of this **Appendix D** above, "Comparable Property Data". The process of extracting relevant market data is essential in the application of adjustments and/or units of comparison throughout the valuation process and when completing the final reconciliation of value.

24 Cost Approach

In part, the Cost Approach is based on the principle of substitution. This principle effectively means that the cost of acquiring an equally desirable substitute property tends to set property values. If you can acquire land and build a similar property for less, then you would do so.

In the Cost Approach, the cost estimate of the improvements is based on the reproduction or replacement cost of the improvement as of the effective appraisal date plus entrepreneurial incentive less accrued depreciation. The value is then derived by adding the value of the land to the depreciated cost of the improvements. The following is a discussion of the elements of the Cost Approach:

A. Land Value. Land value is determined by its highest and best use as though vacant. It may be estimated by using the Sales Comparison Approach, allocation, extraction, capitalization of ground leases, and land residual technique (e.g., subdivision method). The subdivision method should seldom be used alone as the courts are often reluctant to accept this method. The appraiser may use one or more of these procedures to derive a land value. Whichever procedure is used requires adequate support for the conclusions made. Market value of the land sought may not be proved by evidence of gross receipts or gross sales of a business conducted on the property subject to condemnation (May v. Dewey, 201 Va. 621, 112 S.E.2d 838 (1960)).

B. Cost Estimate Data and Entrepreneurial Incentive. The replacement cost new of the improvements (unless the reproduction cost is specifically indicated) can be measured by using several techniques. The most prevalent techniques include using a cost estimating service, obtaining contractor estimates, or a combination of the two. If reference is made to a cost-index service, the book, page number, and section will be furnished. References to contractors' estimates require the name of the supplier, point of contact, address, telephone number, the date of the estimate, and its valid date. Entrepreneurial incentive is based upon what a developer reasonably anticipates

receiving as a result of developing a project. While entrepreneurial profit can be extracted from the marketplace to assist in determining future developer expectations, this information is historical data and does not address anticipated benefits.

C. Depreciation. Accrued depreciation is the loss in value between the reproduction or replacement cost and its present value as of the date of the appraisal. It can result from physical deterioration, functional obsolescence, and/or economic obsolescence. Physical depreciation may be determined by a number of methods including the age-life method, the modified economic age-life method, the breakdown or engineering method, the sales comparison technique, the income capitalization or annuity method, observed depreciation method, and the physical age-life or straight-line method. Local market practices should determine the method used. Any depreciation used must be supported using market data and must be explained.

25 Sales Comparison Approach

The Sales Comparison Approach is a method of estimating value by comparing the subject property with comparable properties that have recently sold and are arm's length transactions. This approach is applicable to most property types. It may be the most reliable indicator of market value when a sufficient number of recent comparable property sales are available.

Adjustments are made for differences within the properties and are referred to as the elements of comparison. Every adjustment made will have an explanation supporting the differences. In some instances, an explanation will set forth the reasoning and analysis upon which the adjustment is based. The analysis of market data shall be the basis for all adjustments, not opinion.

When making adjustments to comparable sales, the appraiser may use an adjustment grid to illustrate the adjustments made. When it is appropriate to include an adjustment grid, the appraiser is required to do so. The Review Appraiser is responsible for determining if an adjustment grid in the Sales Comparison Approach is unnecessary. In addition, the Review Appraiser must determine if the use of qualitative vs. quantitative adjustments is warranted. If ample market data exists, a market grid and quantitative adjustments are required. If listings are required for use in the analysis, then the appraiser must consider their reliability when reconciling the Sales Comparison Approach. In addition, the appraiser must consider the reliability of the Sales Comparison Approach when completing a final reconciliation of value.

26 Income Approach

The Income Approach is used to estimate the present worth of future benefits. The value of the property rights that produce an income stream can be estimated using the Income Approach. The appraiser should ensure that capitalization rates are market based. Estimated rents, collection loss, vacancy loss, and operating expenses must be market based and supported by market data. These estimates may or may not be similar to the actual operating results for the subject property. When a substantial difference exists between market-based income and an expense and the actual operating history for the

subject property, the appraiser is required to provide an explanation in sufficient detail to provide a clear and logical understanding for the differences.

27 Personal Property and Furniture, Fixtures & Equipment (FF&E)

In some instances, it may be difficult to determine if certain items or fixtures should be treated as personal property or as real estate. (See Taco Bell of Am., Inc. v. Commonwealth Transp. Comm'r of Va., 282 Va. 127 (2011)). In cases where it is difficult to determine, the appraiser may contact VPRA General Counsel for guidance. VPRA General Counsel is responsible for making the determination.

28 Reconciliation

The appraiser is expected to reconcile each approach to value used in the appraisal by evaluating and weighing the quantity, quality, and relevance of the data provided in the approach to value (i.e., would a potential buyer consider the same comparables used in Sales Comparison Approach as a reasonable alternative to the subject property). Any limitations with obtaining data should be considered (e.g., were expense comparables used in Income Approach representative of the subject property). If more than one approach to value is used in the appraisal, a final reconciliation of value is required. The final reconciliation provides the appraiser with an opportunity to review the appraisal for consistency (e.g., is the effective age of the property in the Cost Approach consistent with the physical condition reported). Data in one approach to value can be more accurate and meaningful than data in another. Also, market participants may consider the relevance of one approach to value superior to another approach even if the quality of data is inferior (e.g., market participants may rely upon the Income Approach for an existing income producing property even if the data contained in the Cost Approach is deemed more reliable than data in the Income Approach). Evidence that supports the quality and relevance of the indicated value in each approach used is considered (e.g., were capitalization rates derived from market sales using actual expense data or were the expenses estimated by the appraiser). The final value reconciliation of the subject property should reflect the use of appropriate appraisal methodology. Also, it should reflect consistent analysis and logic presented throughout the report. Once a final value is derived, the value must be allocated to show the value to land, buildings, and other improvements.

Appendix E: Acquisition Policies and Procedures

This **Appendix E** contains standards and considerations for all right of way acquisitions for the TRV Program in Virginia. All PAT personnel must review, understand and comply with the requirements of this **Appendix E**. Any waiver of the requirements of this **Appendix E** must be approved by the VPRA AGC-RWLU.

1 Establishing Just Compensation

The determination of just compensation to be offered to a landowner for a particular parcel shall be made by the VPRA General Counsel, who may not delegate this task to anyone who is not on the VPRA Executive Team. In determining just compensation, the VPRA General Counsel or his or her designee shall review the appraisal or appraisals and the review appraisal for content and for compliance with legal requirements and this RAMP. The VPRA General Counsel is encouraged to discuss the determination of just compensation with the appraisers who prepared the various reports for the parcel in question. For certain determinations of just compensation, the VPRA General Counsel will consult with other members of the VPRA Executive Team and, in some cases, certain members of the VPRA Executive Team must concur with the VPRA General Counsel's determination of just compensation to be offered. The controls upon the VPRA General Counsel's determination of just compensation are internal VPRA policies which may be changed from time to time. The PST Virginia and assigned PAT are entitled to rely on the written determination of just compensation issued by the VPRA General Counsel.

2 Commencement of Negotiations

Negotiations for any parcel of land to be acquired under threat of eminent domain in Virginia for a Project under this RAMP will not commence until the VPRA General Counsel has made the determination in writing that all required National Environmental Policy Act (NEPA) clearances have been obtained and this RAMP is substantially complete.

3 Clearing a Project in the ROWD

It is the responsibility of the PST Virginia to enter the date all parcels were cleared into the ROWD. In addition, the individual who makes the ROWD entry will also send an email to the VPRA General Counsel. The email will identify the Project by Project Number and will advise that all parcels are clear, the date they were cleared and that utility relocations or other construction may begin.

4 General Preparation for Negotiations

The negotiation function extends beyond delivery of the offer amount and processing conveyance documents. It is the agent's responsibility to fully inform the owner in person, if possible, of the nature of the Project, the construction schedule, the effects of the Project on remaining property, and the process for transfer of title and payment. All of the property owners' questions must be answered correctly and all objections and concerns must be identified and handled respectfully and resolved or addressed promptly. To be effective, the

negotiator must be knowledgeable about all elements related to the acquisition and must be confident of the fairness of the offer amount, as well as the process. Also, the legality and sufficiency of the transfer of needed property rights require that data appearing on documents is accurate and complete. Success in negotiations requires that the negotiator prepare and plan every detail of the acquisition process before the initial offer is made.

5 Preparation Steps

The following steps, as a minimum, should be completed upon receiving a negotiation assignment and before initial meetings are held with property owners:

A. Environmental Clearance. The negotiator will ensure that the parcel and/or Project has received a hazardous materials clearance from the PST and that any other environmental requirements or commitments related to property acquisition have been met.

B. Review Project Plan and Property Plat. The negotiator will be familiar with the Project as a whole and its effect on property adjacent to the new right-of-way line. It is critical that the negotiator understand the Project to explain confidently to an owner the property interests to be acquired and its effects on remaining land. From prior inspection of the Project area by the negotiator and consultation with the right-of-way representative present at the field inspection, the negotiator will confirm that the plans include all significant land improvements that are affected by the Project. Any discrepancies will be resolved before meeting with the owner.

C. Examine the Appraisal and the Review Appraisal Statement. The negotiator must understand the content of the appraisal on which the offer is based. A key factor in securing a signed agreement is the negotiator's ability to explain to the owner the consideration of all factors contributing to value and the thoroughness of the evaluation process. It is the familiarity and understanding of the basis for the value that provide the confidence necessary to successfully conclude negotiations. If an error or discrepancy is noted during the examination, it must be resolved before the offer is delivered. If the review appraisal and the approved offer differ from the appraisal, the negotiator must understand the reasons for the variance. The Review Appraiser should be consulted as necessary to clarify issues raised in the review appraisal document.

D. Secure Ownership Information. The negotiator will verify property ownership information from the date of the title examination to the current date. They will ensure that a complete current owner rundown is performed, as needed (see § 3.3.3 of this RAMP – Title Examinations). The title examination will be reviewed and checked against other documents in the negotiation offer package for consistency of factual information. The negotiator will complete any of the reports required in accordance with § 25 of this **Appendix E** – Negotiations Contact Summary Report.

E. Examine the Title Examination (and Title Update, if Done). The negotiator should review and analyze the title examination and title update if one has been done. The negotiator must understand the origin of the current owner's title, all encumbrances on the property and all liens and other claims. This will prepare the negotiator to explain, in the appropriate situation, why releases must be obtained, why the compensation may be paid to or shared with someone other than the owner, why the closing on a voluntary conveyance might not be scheduled immediately and why it is necessary for the owner to sign a Mortgage Disclosure Authorization form. Particular attention should be paid to any non-utility

easements on the property to determine if the easement will conflict with VPRA's intended use of the property. The PST Virginia, and, if necessary, VPRA General Counsel should be consulted to determine the proper action to resolve the conflict. A subordination agreement from the easement owner may be obtained. It may be necessary to acquire the fee or rights VPRA needs and extinguish the easement. This action is appropriate when the uses conflict and cannot co-exist. The appraiser or PST Virginia should be contacted and asked to place a value on the easement needed to be acquired or subordinated.

A comment must be added in the Negotiations Contact Summary Report (named the RW-24 Report by VDOT) that either:

- 1) The easements have been reviewed by _____ (VPRA General Counsel or Associate General Counsel) and there are no effects on the acquisition or
- 2) The easements have been reviewed by _____ (VPRA General Counsel or Associate General Counsel) and the following has been determined to have an effect on the acquisition: _____ (explain adverse effect on the acquisition and how it will be handled).

F. Prepare Property Descriptions.

The acquisition area must be accurately and fully described and entered into the agreements and instruments of conveyance. All property rights, fee simple or easements, must be listed within the conveyance document to assure that intended property rights are acquired. All property descriptions should be provided by the surveyor preparing the acquisition plats.

G. Enter Derivation Clause. The following clause should be included at the end of each description as a separate paragraph:

"BEING *[part or all] of the same land acquired by the landowner from _____ by deed dated _____ and recorded in **[Deed Book _____, page _____ or Instrument No. _____], in the office of the Clerk of the Circuit Court of said County"

*- use "part" if partial take; use "all" if entire take

**-use Instrument No. if available; otherwise use Deed Book and page

H. Enter Special Clauses in the Agreement. The form of acquisition agreement will be created by VPRA AGC-RWLU. Special clauses should be added to the agreement by the assigned PAT as appropriate to the circumstances that pertain to individual acquisitions. Several clauses relate to choices that the owner will make as to retention of buildings on the right-of-way. The assigned PAT should confer with VPRA AGC-RWLU before modifying the Agreement to incorporate special clauses.

I. Confirm Correct Marking of Plats or Plan Sheets. Plats developed by a professional licensed or registered surveyor shall clearly identify the interests to be acquired as one of the following:

1. Proposed right-of-way (referenced as fee or easement)
2. Permanent easement (state whether for drainage, line of sight, access, maintenance, communication, gas, water and sewer, power, or other purposes)
3. Temporary easement

One full set of acquisition plats and Project plans (in the vicinity of the property owner's land) is to be provided to the property owner at or before the initial meeting.

J. Check for Negotiation Offer Package Consistency. The negotiation offer package will be reviewed thoroughly for factual consistency. In particular, there should be no conflicts in factual information between the Project plans, plat, appraisal, and agreement.

K. Negotiation Offer Package. The Negotiation Offer Package will include:

1. Offer letter (form to be provided by VPRA);
2. Agreement (2 copies);
3. Utility agreement (if needed);
4. Acquisition plat, plan and profile sheet (full sized);
5. Copy of all appraisals (whether "Recommended", "Accepted but not Recommended", or "Not Accepted") performed in approximately the same time frame (within six months) and for the same areas of acquisition/easements;
6. Copy of Title Report and, if applicable, Title Report Update;
7. Complete copy of IRS Form W-9; and
8. Mortgage Disclosure Authorization Form.

6 Initial Negotiations

A personal meeting, at a time of the owner's convenience, is the most effective means to reach settlement. Owners who live in the Commonwealth should be contacted in person, if at all possible. Personal contacts must be made if relocation assistance is required or when an estate is involved, if possible. It is a firm policy that negotiations with owners by mail are not allowed except under certain specific circumstances discussed in this RAMP. The negotiator should introduce himself/herself to the owner by an introductory letter. This letter should identify the Project, set forth the purpose of the introductory letter, indicate the need for a meeting, and clearly set forth the negotiator's identity and contact information. The letter should also inform the owner that a second package of correspondence will be coming, which will contain significantly more information including an initial offer letter. This is the Negotiation Offer Package discussed in § 5 of this **Appendix E** above. If the owner requests to meet by telephone, the negotiator must emphasize the importance of a subsequent meeting so that he/she may explain the documents and the impact of the Project.

For partial acquisitions, the initial offer letter shall contain a description written in layman's terms informing the landowner of all proposed changes in profile, elevation, and grade of the rail corridor and private crossings, including the elevations of proposed pavement and shoulders, both center and edges, with relation to the present pavement and approximate grade of entrances to the property. If mailed, the initial offer letter shall be sent by certified mail – return receipt requested.

The Initial offer meeting is the most important contact the negotiator will have with the owner. It is the point at which the acquisition is described and the offer delivered. The initial meeting sets the tone for communications and allows for establishing an atmosphere of trust that is necessary for any successful business relationship. It is critical that the negotiator represents VPRA in a professional manner and is well informed about the Project, the acquisition, and the effect of the acquisition on remaining property. It is important that the negotiator be able to explain the forms and legal documents and the process for receiving compensation. If there is initial resistance or objections are raised to the acquisition, the Project, or the amount of the

offer, the negotiator must strive to keep communications open and address all areas of disagreement or concern in a respectful and persuasive manner.

If the negotiator receives no response from the owner and is unable to reach the owner thereafter by phone or after sending additional correspondence requesting contact, the negotiator shall attempt to visit the owner at the property address or attempt to investigate the property in person, including asking current occupants how the owner can be reached.

7 Circumstances Where Personal Negotiations Contact Not Feasible

It is not feasible or appropriate in every case to initiate or continue personal meetings with property owners. Va. Code § 25.1-204 provides that an effort to make a bona fide offer is not required when "...consent cannot be obtained because one or more of the owners is a person under a disability or is unable to convey legal title to such property, (ii) is unknown or (iii) cannot with reasonable diligence be found within the Commonwealth." Following are circumstances where personal negotiation meetings are not usually conducted:

- A. The owner resides out of state.
- B. A corporation or institution owns the property, and the responsible officer or authorized representative is not available to meet.
- C. The owner is not legally competent to contract for the sale of real estate and no guardian, committee or other representative has been legally designated.
- D. The owner refuses to meet or specifically requests (without any prompting by the negotiator) to transact by mail.
- E. The property owner is unknown, or address is unknown and cannot reasonably be discovered.
- F. Owners are minors and no guardian or other representative has been legally designated.

This is not an exhaustive list. Other circumstances might reasonably prevent a personal meeting with the owner(s). The negotiator should always secure the approval of the VPRA General Counsel to conduct the transaction by mail. A statement indicating that the VPRA General Counsel has approved a transaction by mail should always be included in the Negotiations Contact Summary Report.

In the case of absentee or unknown owners, a notice will be posted on the property not less than 10 days prior to preparation of the final Negotiations Contact Summary Report and petition for condemnation. The notice will state VPRA's intent to acquire title to the property. A photograph clearly showing the sign posted on the property should be placed in the file. An example of the posted notice follows:

DATE _____

TO WHOM THIS MAY CONCERN:

Representatives of the Virginia Passenger Rail Authority have made a diligent search in order to contact or locate the whereabouts of the owner or owners of this property. Having been unable to locate the owner or owners, and in order for VPRA to gain title to the land for the construction of VPRA's _____ Project, a petition for condemnation will be filed with the Clerk of the Circuit Court of _____ [City/County] for the benefit of the owner or owners.

(Signed) _____, [agent for VPRA]

(Office address)

8 Special Ownerships

Procedures for acquisition of right-of-way must accommodate a variety of owner entities and ownership forms that have a special status in law. The special ownerships that are most frequently encountered are as follows:

- A. Estate ownership
- B. Infants, mentally incompetent owners, and prisoners
- C. Corporations
- D. Non-profit corporations (including churches)
- E. Cemeteries

Special considerations and processes for acquisition of property in the ownership classes listed above are contained below. The complication presented requires that such ownerships be identified at the earliest possible time and that experienced personnel be assigned to those acquisitions.

1. Estate Ownership. The negotiator must assure all heirs are identified, if possible. Close coordination with the VPRA General Counsel is important to assure that ownership is properly reflected on acquisition documents. The negotiator should not assume that he or she has correctly determined all heirs and their interests without consulting with the VPRA General Counsel. Payment may be made to all heirs by a single check, if all heirs agree to that arrangement; alternatively separate checks may be made payable to each heir according to their respective shares. Another alternative is to pay a single check to the fiduciary of the decedent's estate.

2. Infants, Mentally Incompetent Owners and Prisoners. When the title examination discloses persons who cannot convey a property right because of age or legal incompetence and no legal representative has been properly designated, VPRA must condemn for those rights. However, if title is held by competent as well as incompetent parties, an agreement will be presented to the competent owners. If a legal representative has been properly appointed, the agreement will be presented to them as well. The negotiator will contact the properly appointed legal representative, if one has been appointed, who has the legal authority to handle the incompetent or infant owner's affairs. The facts of the acquisition and the process will be explained, including the take and its effects on the remainder. The negotiator will then present the offer of approved Just Compensation.

If during negotiations it is discovered that one or more owners are without the right to convey, VPRA General Counsel will be consulted about the need to file a petition for condemnation. If the decision is made to file, the necessity for condemnation will be explained to all parties. If a petition is to be filed, in addition to the other necessary documents, the Negotiations Contact Summary Report will be sent to the VPRA General Counsel setting forth the circumstances that require condemnation. Any agreements executed by competent co-owners will also be transmitted. These will be presented to the court as indication that the competent owners agree with the compensation offered.

3. Corporations. Negotiations with corporations should be conducted at the earliest possible date since it is often necessary to await infrequent Board of Directors' meetings to confirm an agreement. Negotiations should be initiated with the president or other authorized officer of the corporation. If any corporate officer prefers a special form of agreement or proposes to draft an agreement, a copy should be obtained and reviewed by VPRA General Counsel before the document is executed.

4. Non-Profit Corporations (Includes Churches). Normally, it is necessary to have a meeting of the governing body of the organization to approve a conveyance. Also, normally the Circuit Court must enter an order authorizing the trustees to execute an instrument. VPRA General Counsel should be consulted regarding such acquisitions.

5. Cemeteries. If a property proposed to be acquired contains a cemetery, graveyard or other evidence of interred remains, the negotiator should immediately consult with VPRA General Counsel. Virginia law prohibits condemnors from acquiring such properties except when specifically authorized by law to do so. See Va. Code § 25.1-105. VDOT has such specific authority (see Va. Code §§ 33.2-1031 through 1034) but VPRA does not.

9 Prioritizing Offers

It is important to prioritize the order in which offers are made on the Project. The assigned PAT must prioritize the order in which the offers are to be made prior to the first negotiation contact with any of the owners on the Project. This is necessary to make effective use of available lead time before construction and to allow for the required advanced notice prior to requiring property to be vacated. On some Projects a specific sequence of construction may have been developed and may affect the order of acquisitions.

In general, the following priorities should be followed:

- A. Acquisitions involving non-residential displacement.
- B. Acquisitions involving residential displacement.
- C. Parcels involving utility relocations.
- D. Acquisitions from corporations, school boards, county board of supervisors, churches or other non-profit organizations.
- E. Partial acquisitions, remainder damaged.
- F. Full acquisitions, vacant land.
- G. Strip acquisitions, no damages.

The above priorities may be affected by the complexity of the acquisition, the availability of plans, title information, and the appraisal report. Also, consideration should be given to owners who express the need for an expeditious offer. These factors will affect a strict adherence to offer priorities. However, it is good project management practice to consider acquisition priorities in planning offers.

10 The Initial Negotiations Meeting

The meeting should be held at the time and place preferred by the owner. However, the negotiator may propose an alternative if the proposed location is not feasible or not conducive to business. If legal counsel represents the owner, the attorney must be included in all communications and meetings and should be the sole contact if the attorney so requests and refuses permission for contact directly with the landowner. If the owner is elderly or has a

condition such as impaired hearing, the presence of a family member or close friend at the meeting should be welcomed. If the owner does not speak English as a first language, a professional interpreter shall be present at the landowner meetings and an offer letter and other documents translated into their native language shall be provided. More guidance for the use of these services may be obtained through VPRA's External Affairs and Communications Section.

The order and pace of the initial meeting is entirely a matter for the professional judgment of the negotiator. The negotiations discussion will be influenced by, and adapted to, the temperament and needs of the owner and other dynamics of the situation. The negotiator should remain sufficiently in control of the discussion to assure that all essential information is conveyed accurately and completely. Some owners may not concentrate fully on what is said until they know the offer amount. Some may have difficulty listening to information that does not conform to preconceived ideas. The negotiator should be patient and flexible, adjusting the presentation to the needs and reactions of the owner. Repetition of key points may be necessary and should be done without any indication of impatience or annoyance.

The proposed construction and the effects on the property should be explained in lay terms including all proposed changes in alignment, profiles, and grade changes. In addition, the negotiator will furnish the property owner copies of all appraisals (whether "Recommended", "Accepted but not Recommended", or "Not Accepted") performed in approximately the same time frame and for the same areas of acquisition/easements. This does not apply to appraisals performed six or more months prior to the initiation of negotiations or appraisals based on different areas of acquisition. A copy of the title report on the property is to be given to the landowner also.

If the owner presents new information or asks questions that the negotiator cannot answer with certainty, it is proper to defer an answer until the negotiator can research the matter. It is not expected that the negotiator will have an answer to every question. It should also be understood that an owner's attachment to home and land might be deeper than can be addressed by a rational explanation of the public's need for improved transportation. Such feelings should be acknowledged, and a rebuttal is not appropriate.

The Va. Code requires agencies to provide certain information to the owner of real property during the first meeting where price is discussed. This is a written statement and summary of the basis for the amount that has been established for the right-of-way being acquired. The offer amount is to be broken out into land and damages, if any. The agreement and a print of the acquisition plat and plans showing the areas to be acquired and the applicable profile sheets should be prepared to satisfy this requirement.

Some owners will sign the agreement at the initial meeting. Others will be reluctant to sign. Communications should be kept open, and the possibility raised for a contact at a later date. The reaction at the initial meeting should not be considered a refusal unless the owner unequivocally states that no further contacts are desired or that there are no other offers that would be acceptable.

Negotiating for buildings, structures and improvements owned by persons of record other than the fee owner should not present any unusual difficulties. However, the offer letter is to be prepared in both the fee owner's and improvement owner's name. Both should receive a complete negotiation package including a copy of the appraisal, title report, plans, profiles, offer letter, and conveyance documents. It will not be necessary to secure a disclaimer from

either the owner of the land or the owner of the building, structure, or improvement where such ownership is a matter of record. If not a matter of record, a written disclaimer in the sign, building, structure or improvement should be obtained. The negotiator should confer with VPRA General Counsel before proceeding with acquisition of a building, structure or improvement owned by a party other than the fee owner.

Should it become necessary to file a petition for condemnation to include the owner of the building, structure or improvement, the petition for condemnation should name both the owner of the land and the owner of the building, structure, or improvement, "as their interests may appear." VPRA General Counsel should be consulted on the actions being planned as soon as possible and the PST Virginia and Review Appraiser should be notified to ensure concurrence in the planned process and clarification of the valuation issues involved.

11 90 Day Assurance Notice

The construction or development of a Project must be scheduled so that no person lawfully occupying real property will be required to move from a dwelling, business, farm, or non-profit organization in less than 90 days from the date the written offer is made by VPRA. (Va. Code § 25.1-417(A)(5).) VPRA should not force relocation on improved, owner-occupied property until the appraised value plus all costs and fees have been deposited with the clerk, a petition for condemnation has been filed, and the owner is permitted to withdraw his or her share of the funds represented by the deposit with the clerk. If the owner does not possess clear title to the property or refuses to withdraw the funds, or if ownership of the property is disputed or certain owners cannot be located, VPRA may petition the Court to request authority to force relocation.

See § 12.5 of **Appendix F** (cross-referenced to 24VAC30-41-160) for specific instructions on when to issue written assurance notices and final written notices to displaced persons required to move from a dwelling, business, farm, or non-profit organization.

12 Continuing Negotiations and Acceptance

Every effort must be made to acquire property by voluntary conveyance. This commitment requires that negotiations extend beyond the initial delivery of the offer. Negotiators are encouraged to facilitate an open dialogue, so all issues and objections are revealed by the owner, acknowledged and addressed by the negotiator and, if at all possible, successfully resolved. The Negotiations Contact Summary Report is to be documented accordingly.

An effort should be made in subsequent contacts to determine what is preventing an agreement from being reached. If the obstacle to settlement is the amount of the offer, the negotiator might discuss the appraisal process and factors contributing to value. Other issues may involve retention of buildings, concerns about grade changes, landscaping, entrances, utility of remainder, or disruption during construction. These concerns might be relieved by facts presented by the negotiator.

Thirty days is generally the minimum amount of time given to an owner to consider the offer or negotiate and should never be considered the norm; however, negotiations should be continued until an impasse has been reached before a petition for condemnation is filed. If the owner states that no further offers will be considered; or that no further contacts are wanted; or displays threatening conduct; or if unknown owners, incompetent owners, minors, or title problems exist, then the filing of a petition for condemnation is within the discretion of

the VPRA General Counsel and may occur in less than 30 days. Should other extenuating circumstances require less than the minimum 30 day time period, the PST Virginia should consult with the VPRA General Counsel before proceeding. In any case where less than 30 days are allowed, the Negotiations Contact Summary Report is to be documented accordingly.

13 Counteroffers

VPRA acquires real property based on the offer in the amount of its estimate of just compensation. The appraisal, review appraisal, and the offer process assures that owners are treated equitably and all elements of value are fully considered in VPRA's offer. The negotiator should not solicit a counteroffer unless the owner specifically indicates a belief that the offer is unacceptably low. Immediately soliciting a counteroffer detracts from the credibility of the VPRA offer. Notwithstanding this position, it is a fact that some owners will counteroffer immediately.

When a counteroffer is made, the negotiator should ask the owner for the basis of the counteroffer. The negotiator should proceed to explore the owner's reasoning on value with open-ended questions without indicating either agreement or rejection. The negotiator should reinforce the documentation and support that was relied upon to develop the VPRA offer. If after continued discussion of the basis for the VPRA offer progress towards the acceptance of the offer is lacking, soliciting a counteroffer may be appropriate. This is a judgment to be made by the negotiator.

Any counteroffer and the basis and reasoning offered by the owner should be noted in the Negotiations Contact Summary Report and reported to the PST Virginia and VPRA General Counsel. If the counteroffer is based on a legitimate value factor not previously considered and an administrative settlement would otherwise be appropriate, the counteroffer should be seriously considered.

14 Errors and Discrepancies

Discussion with the owner and on-site observation of the property may occasionally lead to discovery of a discrepancy or omission in the plan or in the appraisal. For instance, a well may have been obscured by vegetation. This can occur despite a thorough process that included an opportunity for the owner to accompany the appraiser in an inspection of the property. The owner should be advised that the matter will be fully reviewed by the appraiser and the offer will be modified if it is an item that affects value.

15 Retention of Improvements

A property owner will be given the option of retaining a building in the acquisition area in exchange for a reduction in the compensation reflecting the predetermined retention value. An amount will be withheld at settlement as a performance bond to guarantee the removal of the building from the right-of-way. This is a preference that must be exercised by the owner before VPRA has executed an agreement with that owner or filed a petition for condemnation. Thereafter, the owner will be treated as any other party interested in purchase of the building for removal.

The assigned PAT and PST Virginia should seek guidance from the VPRA General Counsel for provisions to insert into the agreement regarding retention of a building or other structure by the owner.

The Negotiations Contact Summary Report will document the retention status of buildings on all property acquired. A suggested note will read: "The building, D-_, was offered to the owner at the retention value and the offer was accepted [or declined]."

The property owner may be interested in retaining landscaping or site improvements, such as sheds, above ground pools, or decks. It should be determined whether such items were considered real property and included in the just compensation offer. If they were regarded as real estate, a reasonable retention value will be assigned. If the appraisal does not indicate a contributing value for the landscaping or site items, no reduction is made in compensation to the owner. The property owner must agree to remove items from the proposed right-of-way within 30 days from the date of recordation of the agreement or deed or the filing of a petition for condemnation, whichever applies. The owner should be advised that anything not removed within the agreed upon period will become the property of VPRA and may be removed or destroyed. The agreement must include a provision that requires the owner to backfill any holes or depressions that may become a hazard. The PST Virginia may agree to extend the 30 day period for removal of property. The justification for such extension will be included in the entry in the Negotiations Contact Summary Report noting the extension. If an extension is granted, the extension must be described and addressed in the agreement and the agreement must be recorded.

16 Successful Negotiations Procedure

If the offer is acceptable, the agreement is to be executed by all parties named on the acquisition deed, and each signature notarized. The source of title is to be incorporated in the appropriate clause at the end of the legal description.

The negotiator will inquire as to the existence of a tenancy, either written or oral, unless this has previously been determined. If there is a tenancy, but no tenant occupied buildings within the right-of-way, the following note will be entered into the Negotiations Contact Summary Report:

"The subject property is reportedly subject to a tenancy; however, no tenant occupied buildings are to be acquired."

If tenant occupied buildings are within the right-of-way, a description of the occupied buildings will be added to the Negotiations Contact Summary Report and all preliminary documentation of the required relocation will be prepared in accordance with 24 VAC 30-41-720 through 24 VAC 30-41-750.

17 Rights of Entry

Whenever a right of entry is obtained by the assigned PAT, the right of entry should be "cleared" within 90 days from the date it was executed. The foregoing requirement does not apply to voluntary acquisitions negotiated by VPRA directly. If the right of entry is contained in an agreement, it is considered "cleared" when the deed of voluntary conveyance is recorded. For all such agreements, the 90 day time limit does not apply. For rights of entry contained in other documents, they must be "cleared" within 90 days either by obtaining an

agreement for a voluntary conveyance or by filing a petition for condemnation. It is the negotiator's responsibility to "clear" every right of entry they obtain.

In extraordinary circumstances, the PST Virginia may extend the clearance date for up to an additional nine months or until construction is to commence. In such event, a memo explaining the justification for the extension must be placed in the file and an entry made in the ROWD to the same effect.

18 Terminating Negotiations

The negotiator will afford a reasonable opportunity (by continuing negotiations as described in § 12 of this **Appendix E** above) to each owner to consider the offer and settle by signing an agreement. The decision to terminate negotiations and recommend filing a petition for condemnation should be made after reviewing all circumstances, and an impasse has been reached. In no instance will a Project schedule be a reason for terminating negotiations.

Following are some of the reasons that may justify termination of negotiations:

- a) Owner or attorney unequivocally states that no further contact is wanted or that no further offers will be considered.
- b) Owner displays menacing or threatening conduct.
- c) No progress on settlement after repeated personal contacts.
- d) Owner becomes unavailable, or whereabouts unknown.
- e) Owner fails to respond to repeated attempts to contact him/her by telephone and mail and the receipt of letter describing negotiations to be at an impasse and describing the next steps to occur. The negotiator will confer with VPRA General Counsel on the form of such letter.

Sufficient time will be allowed for an owner to fully consider an offer and to consult with other parties before VPRA considers the offer refused. If it becomes necessary to file a petition for condemnation, the agent is to explain the eminent domain process to the landowner. The negotiator will document in the Negotiations Contact Summary Report that the agent explained the process to the landowner or why it was not explained to the landowner. Negotiations may be resumed at any time on the initiative of VPRA or the owner. Negotiations may be resumed after the filing of a petition for condemnation. Such negotiations, however, will be conducted only by or with the concurrence of outside counsel hired by VPRA to pursue the condemnation action.

All negotiation attempts and activities occurring after the Negotiations Contact Summary Report is signed by the PST Virginia or their designee must be recorded in the comments section of the ROWD tab for the parcel. They will not be recorded in the Negotiations Contact Summary Report. Once the Negotiations Contact Summary Report is signed by the PST Virginia it may not be supplemented or amended (unless a revision is necessary to reflect prior inaccuracies).

19 Donations, Proffers and Dedications

An owner may not be required to donate property and is entitled to payment of just compensation for property acquired by VPRA for a public improvement. However, VPRA may accept voluntary donations of real property offered by property owners who have been fully advised of their rights to receive just compensation, pursuant to Va. Code § 25.1-417.A.10.

Unless otherwise provided in this RAMP, it is irrelevant whether other owners on the project agree to donate property. Once an owner has been advised of his/her rights under Va. Code § 25.1-417.A.10, and thereafter has agreed to donate, it is not necessary to renegotiate with them for the acquisition. If another owner does not agree to donate and asks for compensation, this has no impact on other owners who have previously agreed to donate.

Owners may be motivated to donate property for a variety of reasons. It may be a civic minded gesture to contribute an asset that will serve a community need. Others may desire to take a tax deduction (property or income) that will result from a donation. An owner may wish to expedite construction of a project that will enhance the value of their remaining property. Often a combination of these motivations may be applicable.

It is critical that the negotiator confirms that the person offering the donation is the fee owner of the property, rather than a tenant or other person having a lesser interest. This is basic to any form of acquisition.

20 Steps in the Donation Process

Normally, the following steps are followed when obtaining a donation for right-of-way purposes:

1. The negotiator explains the project or acquisition to the owner, the need to acquire a portion of the owner's property and describes the acquisition and the probable impact to the owner's property.
2. The negotiator advises the landowner of their right to just compensation for their property under Va. Code § 25.1-417.A.10 (This statute is consistent with the 5th Amendment to the U.S. Constitution and Article 1, § 2 of the Virginia Constitution.). NOTE: An owner must always be advised of this right before we ask for a donation under any circumstances.
3. The negotiator may inform the landowner that VPRA is authorized to accept donations pursuant to Va. Code § 33.2-292(A)(14).
4. If the owner agrees to donate, the negotiator explains that VPRA will determine the value of the donation and provide it to the landowner in writing. The owner is also advised that they may waive this valuation. If they waive the valuation, they may, if they wish, have the value determined by someone of their own choosing.
5. Once the explanations are made, the owner is asked to execute an agreement and a Donation Acknowledgment Form. On the Donation Acknowledgement Form, they will have to check the box that indicates whether they waive the valuation. The Donation Acknowledgement Form is to be recorded with the owner's deed to VPRA.

21 Special Clients

Special clients are property owners having unusual operating circumstances and/or organizational structures. They include federal and state agencies; companies including CSXT; NSR and subsidiaries; other privately owned freight railroads; Dominion Energy Virginia (DEV); municipalities and political subdivisions; school boards; and certain authorities including the WMATA, the Metropolitan Washington Airports Authority (MWAA), the Northern Virginia Regional Park Authority (NVRPA) and property owners which are required by law to have their property mitigated with replacement property. Because of VPRA's repeated involvement with

these organizations, their singular organizational structures, and the need to maintain consistency and regular lines of communications, the VPRA General Counsel negotiates with these entities. The assigned PAT will negotiate with individuals, corporations, churches, and other organizations except as noted above.

22 Transfer Documents and Plans – Special Clients

Standardized forms, agreements, and standardized deeds are generally not used with special clients. Most special clients decline to sign form agreements. Rights of entry are occasionally granted if it is not possible to convey easements or fee simple title before the construction start date. State agencies convey by instruments approved and often negotiated by the Department of General Services, Division of Engineering and Buildings, Bureau of Real Estate Services (DGS/BRES). Certain federal agencies effect their own transfers under their specific statutory authority. Such agencies include the Department of Interior, the Department of Agriculture, the Bureau of Land Management, the Department of the Army, the Department of Veterans Affairs, and others. These agencies usually insist on preparing their own documents using their preferred format. Customized real estate agreements will be negotiated with freight railroads as well. Regardless of the format used, negotiations and documentation of acquisitions from all such parties shall be conducted by VPRA General Counsel.

23 Negotiating with the Special Client

As much lead time as possible is to be reserved for acquiring real property from special clients. In the case of governmental agencies, there may be multiple levels of administrative review and engineering and environmental reviews to assure they are exercising proper stewardship of lands under their control. Colleges may grant property under the authority of Boards of Visitors or Rectors and Visitors, which meet infrequently. It is not uncommon for transactions with certain railroad companies and federal agencies to span nine months or more. The Commonwealth may initiate eminent domain procedures for land it needs to acquire from private corporations, but an acquisition in this manner is not available regarding federal and state agencies.

Plans and plats will include sufficient vetted survey data necessary to describe, in a narrative format, the right-of-way and the permanent easements by metes and bounds. It is most important that a point of beginning be included on the plats for Special Clients so that the written description can be prepared. When National Forests are involved, the survey may be extended for the distance the railroad right-of-way transverses the entire federal tract, unless prior surveys have set monuments establishing existing boundaries of railroad right-of-way.

The PST Virginia will provide appraisals on all CSXT, NSR, DEV, WMATA, MWAA, NVRPA and state agency acquisitions unless notified otherwise. Appraisals may not be required for federal acquisitions. The United States Postal Service, the Department of the Navy, the Department of the Army and NPS may be exceptions to that rule due to compensation requirements that may involve cash or replacement land of equal value. This is not the case with the required right-of-way needed from NPS from the George Washington Memorial Parkway and Potomac Park, which has specifically been authorized by the U.S. Congress.

When replacement utility easements are needed for utility relocations over land of special clients, the PST Virginia will provide a copy of the utility easement form with a plat. Although

the special clients rarely use the utility company form, these instruments provide details relating to the specific use of the easements. The PST Virginia will make the initial ROWD entries.

24 Substitute Facilities

The substitute facilities doctrine is the replacement of real property—either land, facilities or both—proposed to be acquired as a result of a public project with land or facilities, or both, that provide equivalent utility. The substitute facilities doctrine is a legal doctrine that has been recognized by the U.S. Supreme Court since Brown v. United States, 263 U.S. 78 (1923). The facilities that are to be substituted by equivalent facilities are typically, but not necessarily, public facilities. The substitute facilities doctrine does not require replacement by a functionally equivalent facility; at the condemnor's option, payment of a sum equivalent to just compensation also satisfies the Constitutional requirement of just compensation. Nor does the substitute facilities doctrine require payment of just compensation if other factors compel VPRA to replace the facility with a functional equivalent.

During the early stages of Project development, VPRA should contact and, if possible, meet with the facility owner to discuss the effect of a possible acquisition and potential application of functional replacement procedures. At the earliest practicable time, the property should be appraised to establish an amount VPRA believes to be just compensation and advise the facility owner of the amount established. The facility owner may waive its right to have an estimate of compensation established by the appraisal process if it prefers functional replacement.

If the substitute facility is completed by agreement between VPRA and the facility owner, the VPRA General Counsel should be involved in the negotiation of the agreement with the facility owner. Efforts should be made by VPRA to obtain the certified statement of the facility owner that final inspection of the facility was made by the facility owner and VPRA and that VPRA is released from any further responsibility. Whether the substitute facility is completed by agreement or pursuant to a petition for condemnation, a statement shall be signed by an appropriate official of VPRA certifying that the cost of the replacement facility has been incurred.

25 Negotiations Contact Summary Report

The Negotiations Contact Summary Report (named by VDOT the RW-24 Report) is the main administrative record of the acquisition, and it is the vehicle for processing the acquisition through the closing and payment of compensation. It is also a critical record used by outside counsel in pursuing condemnation and it is used extensively by VPRA to evaluate administrative settlements including settlement agreements after filing a petition for condemnation. It is also an important document for the road contractor and construction inspector in dealing with the owners as the Project is being constructed.

If prepared properly, the report will allow a person with no knowledge of the acquisition to read and understand every step taken, all changes to the plans or appraisal and all significant decisions (including the justifications for such decisions) made by the assigned PAT or PST Virginia or by VPRA during the acquisition. It is imperative that the negotiator finalize, sign, date, and submit the report for processing within five business days following the last landowner contact. However, entries in the ROWD may be made well after the report is submitted. The necessity to record important events and contacts does not end when the

report is submitted for processing. It remains the responsibility of the negotiator to continue to update the ROWD as necessary. Important events and contacts that take place after the Negotiations Contact Summary Report is signed and submitted should be made in the Comments section on the parcel's tab in the ROWD.

If there is a significant change in the outcome of negotiations after the Negotiations Contact Summary Report is signed and submitted, (a refusal becomes a conveyance by agreement, or a conveyance by agreement becomes a refusal, etc.) the Negotiations Contact Summary Report should be revised, the landowner contacts documented in the Negotiations Contact Summary Report and the Negotiations Contact Summary Report signed again and submitted for processing.

The Negotiations Contact Summary Report must be thorough, accurate, and complete. All applicable spaces are to be completed by entering the appropriate data in the ROWD, including all records of landowner contacts and any other pertinent remarks. The first initial and complete last name of the author of the comment should be placed after each dated entry. Before submitting a Negotiations Contact Summary Report for processing as complete, a quality assurance check will be conducted to confirm that the report is complete, accurate and free from errors. This applies as well to instruments, plans and descriptions. This is normally done by having someone else review the report, normally a senior agent or the assigned PAT Virginia supervisor or Project Manager.

The Negotiations Contact Summary Report is a detailed record of every important activity and contact that relates to the acquisition. When related to the parcel, it should include not only contacts with the owner but between the assigned PAT, PST Virginia and VPRA and with other third parties outside VPRA where appropriate. It should chronicle all of the efforts made to identify, address and, if possible, resolve the owners' concerns and objections. It should also record any promises made to the owner during negotiations. If an owner has asked for certain concessions and has been refused, this should also be noted so that in the future there will be a record of the refusal.

The comments in the report should be concise yet in sufficient detail to reflect the main points in the negotiations that have been concluded. Comments are to be entered into the ROWD as contacts are made (normally within 3 days), rather than at one time. The report will contain standard language to reflect that the offer package, which included a copy of the signed and dated offer letter, agreement, utility easement agreements, plans, profiles, entrance profiles, cuts/fill information, title report, approved appraisal, the IRS Form W-9, and a Mortgage Disclosure Authorization Form was presented to the owner. The report will also reflect the date that the negotiation offer package was hand delivered or, if permission was obtained in advance, mailed.

The report must show attempts to obtain the owner's Social Security Number (SSN) or Tax Identification Number (TIN). The attempt to acquire this information must be made by presenting the owner with Internal Revenue Service (IRS) Form W-9 with the request that it be completed and returned. If the SSN or TIN is obtained, it is the responsibility of the negotiator to enter this information into the ROWD. If the SSN or TIN is not obtained, a statement is required to be entered in the report explaining why the information is not available. One of the last entries in the report prior to recommending filing a petition for condemnation or processing for a voluntary conveyance should be a statement that the negotiator has confirmed that the W-9 has or has not been returned.

Lengthy comments that do not contribute to the significance of the negotiation should be avoided. Also, cutting and pasting entire emails or texts sent by the landowner or the agent should be avoided. Rather, a summary of facts directly relating to the negotiation should be provided. If there are parcel clearance items that must be removed from the proposed right-of-way, they will be specified in the comments, and the time limits for their removal stated. If there are cost to cure items, such as wells, septic systems, irrigation systems, etc., within the proposed right-of-way, they are to be identified in the remarks and the time limit for discontinuance of their use specified.

26 Closing by PAT Closing Agent

When a monetary consideration for a voluntary conveyance in Virginia is involved, the PST Virginia will forward the following items to the assigned PAT's designated closing agent:

- a) Instrument of conveyance prepared by the VPRA AGC-RWLU;
- b) Plat to be either attached to the deed as a sheet either 8.5 inches by 11 inches or 8.5 inches by 14 inches in size, or to be recorded in the locality's Plat Book and referenced in the deed; and
- c) All additional documents required by and prepared by the VPRA AGC-RWLU.

The closing agent will:

- a) Request a check from VPRA in the amount of the net amount due from VPRA for the settlement;
- b) If appropriate, prepare the owner's reimbursable closing cost form (VDOT Form RW-40 [RUMS D58]); and
- c) Prepare the closing statement, which must be approved by VPRA AGC-RWLU prior to closing.

The closing agent will consult with VPRA General Counsel about the closing and then will schedule the closing with the owner(s) at a time and place that is mutually convenient. If VPRA General Counsel elects to review the closing package, the review must be completed promptly. The closing agent will review all information on the status of the property and will determine if additional information is necessary and available to assure that all existing encumbrances on the property and remaining clouds on the title have been identified and, if necessary, released or resolved.

VPRA will accept a conveyance without a release from a deed of trust providing the following conditions are present:

- 1.) The residue retains sufficient value to satisfy the outstanding loan balance; and
- 2.) It has been determined with certainty that the mortgage holder cannot demand full payment of the outstanding loan balance.

All judgments or liens must be satisfied before closing to the extent required by, and in accordance with, the instructions set out in § 3.3.4 and Table 3.1 of this RAMP. Where required, releases will be obtained and recorded in advance of or immediately before recordation of the deed conveying the rights to VPRA. The closing agent will be guided by the above guidelines and by consultation with VPRA General Counsel, as necessary, in determining if there are encumbrances on the property that must be cleared. The agent must take required action to clear the encumbrances and note on the closing statement the costs of all clearances that are to be deducted from the consideration. The subsequent actions in

effecting a closing will be performed as discussed in § 3.3.4 of this RAMP. A current owner run down with no new encumbrances, liens or clouds on the title must, however, be performed before the deed is recorded. If encumbrances, liens, or clouds are found, VPRA General Counsel must be consulted before recordation may occur.

27 Processing Refusals

The PST Virginia has the responsibility of processing refusals. The procedure for processing refusals is as follows:

1. The Negotiations Contact Summary Report will be reviewed, signed, and approved by the PST Virginia prior to processing. The PST Virginia will transfer the signed Negotiations Contact Summary Report to VPRA General Counsel with a request to initiate eminent domain proceedings. The PST Virginia shall communicate regularly with the VPRA General Counsel concerning negotiations that are at an impasse so that this request will not be unexpected.
2. If petitions in condemnation are to be filed, the VPRA General Counsel will review the appraisal and confirm the determination of just compensation. A check for the appropriate appraised value plus fees and costs will be prepared by the VPRA Finance Section. The check will be transmitted to outside counsel preparing the petition for condemnation.
3. All plats required to accompany the petition for condemnation will be reviewed to ensure the professional licensed or registered surveyor's seal is affixed to the plats. The prints of plans that accompany the petition for condemnation are also to be prepared and marked. The plan sheets will be marked and recorded with the petition for condemnation.
4. The VPRA General Counsel shall determine in writing whether to file any petition for condemnation. This responsibility may not be delegated to any VPRA Associate General Counsel. If the VPRA General Counsel determines to file a petition for condemnation, he or she shall appoint outside counsel to prepare such petition and to pursue condemnation proceedings. VPRA will forward the check or checks payable to the Clerk, three sets of signed plats and plan sheets, and the Negotiations Contact Summary Report to outside counsel.
5. Outside counsel will take the petition for condemnation and all associated plats and plan sheets, together with a check or checks for the appropriate appraised amount, costs and fees, to the Clerk of the Circuit Court for deposit of such funds and initiation of condemnation proceedings. Prior to filing the petition for condemnation, plats and plan sheets, a current owner rundown title update will be performed to ensure nothing has transpired since the last title update that would place a cloud on VPRA's title. If such activity is found, the outside counsel will discuss the information with VPRA General Counsel and be guided by his/her advice with respect to whether to file the petition for condemnation, plat and plan sheets.
6. Within four days of the filing of a petition, outside counsel will send a letter to the owner by certified or registered mail notifying them of the filing. Outside counsel shall include a copy of the filed petition, plat and plan sheets in the mailing to the landowner.
7. The PST Virginia will enter the following information into the ROWD:
 - a) Date petition for condemnation and funds are delivered to Clerk of the Court;
 - b) Amount delivered to the Clerk for deposit with the petition;
 - c) Date the VPRA General Counsel sends the written determination to file a petition for condemnation to outside counsel; and
 - d) Name of outside counsel assigned to the case.

28 Special Property Elements

Acquisition for right-of-way often involves property with characteristics that require special procedures or provisions to assure that VPRA has sufficient rights, that owners are properly compensated, and that remaining land is reasonably restored to optimum utility and function. These special features include the following:

- a) Entrances to highway right-of-way near the rail corridor;
- b) Fencing;
- c) Landscaping;
- d) Disposal of timber;
- e) Minerals; and
- f) Conduits and other structures; private crossings over, under or upon rail corridors.

In addition to the above, VPRA may be asked to pay damages by owners with no physical take but who claim their property has or will suffer damages as an indirect consequence of railroad construction. The above property items will be separately considered in this Section. Tenant owned improvements are also a special property feature. They are addressed in § 10 of this **Appendix E** above, as are buildings and structures owned by other third parties.

28.1 Entrances to highway right-of-way near the rail corridor

The Commissioner of Highways has the duty and obligation under Va. Code §§ 33.2-240 and 33.2-241 to provide access to improved highways from private roads serving residential property and from commercial establishments. Replacement of existing entrances will depend upon the application of VDOT's Access Standards in effect at the time of acquisition.

VPRA should make every effort to design its Projects so that private property owners maintain access to an improved highway if the highway entrance is to be taken for the Project. No private property shall be made land locked by acquisition of right-of-way for a Project. If a Project will require acquisition of an entrance from a residential or commercial property onto a highway, the entrance is one of multiple entrances between the private property and the highway, and the entrance is not to be replaced with an equivalent entrance, this fact should be noted by the appraiser and, appropriate adjustments made to the amount of just compensation. At the field inspection stage, a letter of agreement should be secured from all parties who share an interest in a common entrance and desire to maintain a common entrance after construction. They should be advised, however, that VDOT's Access Standards may prohibit a common entrance after construction but their preference will be communicated to the Project designers.

In areas where right-of-way is to be obtained by VPRA, and as a result grading of the entrance to the private property is necessary, a profile showing the approximate grade of the proposed or modified entrance will be included in the plan assembly of all Projects. The negotiator shall explain the grade change when negotiations are conducted. A copy of the entrance profile is to be a part of the offer package and is to be included in the petition for condemnation if a refusal is encountered.

28.2 Fencing

It is VPRA's responsibility to provide for fencing when an existing fence will be removed by construction or to compensate the owner for fencing acquired. In some cases VPRA may be installing fencing as a part of its railroad construction. Normally, the owner arranges with a contractor to have the fence moved or replaced and VPRA compensates the owner for the costs as a cost to cure item in the compensation. This avoids any possible dispute between VPRA and the landowner as to the quality, location, or nature of the fencing. In rare circumstances, the PST Virginia may agree to having VPRA construct the fencing. If so, a note to this effect must be entered in the ROWD by the negotiator along with an explanation of the basis for the decision. The PST Virginia must be advised that VPRA will construct the fencing so that the cost of fencing can be included in the construction bid. If there is a refusal of the general right-of-way acquisition offer, a separate agreement may be reached for payment for re-enclosure only or for VPRA to construct the fencing. When a fencing agreement calling for either separate payment or for VPRA to provide fencing is reached, the amount determined in the appraisal will be deducted from the total consideration. A fencing agreement after refusal of the general acquisition offer will specify that in condemnation proceedings the attorneys for both sides will stipulate to the court that fencing has been settled and the judge or jury or condemnation commissioners are not to consider the cost of fencing.

When an owner refuses the total offer or agrees to handle fencing either by separate agreement, the negotiator will advise that it is the owner's responsibility to protect all livestock. This will be confirmed in writing when advising the owner of the acceptance of an agreement or the filing of a petition for condemnation. Appropriate comments must be made in the ROWD by the negotiator.

Cattle guards may be reinstalled on the owner's remaining property. This normally occurs during construction and the negotiator will make the owner aware of this fact. A portion of a security fence around a commercial and/or industrial property may fall within the proposed fee or easement acquisition where the fence is necessary to the use of the property. It is appropriate to consider relocating the existing fencing rather than paying for the fence on a cost new less depreciation basis.

Fencing may be relocated for a temporary easement and then reinstalled on the right-of-way line after construction. Both installations are compensable and are normally treated as cost to cure items in the appraisal.

The negotiator will insert a note in the Negotiations Contact Summary Report to indicate the method for handling fencing.

28.3 Landscaping

A property owner may retain landscaping that is within the proposed right-of-way provided that the landowner agrees to remove it from the right-of-way. A provision will be inserted in the agreement that the owner will remove the items from the proposed right-of-way within 30 days after an agreement or deed is recorded. The negotiator or closing agent (as appropriate) is responsible for notifying the owner when this occurs. This period may be extended at the discretion of the PST Virginia but, if so, a note must be made in the Negotiations Contact Summary Report by the negotiator indicating the deadline by which the landscaping must be removed and a statement of the reasons for the extension.

If not removed in the allotted time, the landscaping will be treated as abandoned and becomes the property of VPRA. No additional compensation will be paid. Where landscaping is to be retained, there will also be a provision in the landscaping agreement that the owner will backfill all holes to grade, so as not to create a safety hazard.

When the owner desires to retain landscaping but there is a refusal of the general acquisition offer, a separate landscaping agreement will be entered into, when possible. Conditions on the retention will be the same as stated above. A notation must be made in the Negotiations Contact Summary Report to indicate the retention status of landscaping (i.e. "will retain" or "will not retain").

28.4 Disposal of Timber

The normal disposition of standing timber on proposed right-of-way is for the construction contractor to cut and clear as provided in the plans. Timber beyond construction limits may remain standing as a required environmental protection measure if it does not interfere with safety. The negotiator should make clear to the owners of timberland that the appraiser made allowance for acquisition of marketable timber. The timber will not be cut and laid aside for the property owner's use but will be disposed of by the contractor. The property owners may be advised that they can deal with the contractor about the timber after the construction contract has been awarded. There is no opportunity for the owner to remove the timber due to the unique contracting requirements related to development of railroad right-of-way.

28.5 Minerals

Usually acquisition of mineral rights in proposed right-of-way is not required for the construction, operation, and maintenance of the railroad. The interest of VPRA is that the rail transportation facility be protected during any future mining operations. The following clause is to be used as a guide for placement in agreements and deeds to acquire right-of-way when mineral deposits are known to exist, the mineral rights are vested in the fee owner, and VPRA intends not to acquire the mineral rights:

"There are hereby excepted and reserved unto the (landowner) (grantor) his (her) heirs and assigns, of the oil, gas, ores and rocks of any kind situated, lying on or being under the surface of the strip or parcel of land herein above described to be conveyed, together with the right to explore, develop, mine and remove from under the same said oil, gas, ores, and rocks of any kind, and the right to haul and transport under the surface of the said strip or parcel of land all oil, gas, ores or rocks of any kind which may be under said land or which may be adjacent to said land provided that all the said rights and privileges shall be exercised in accordance with usual and approved mining practices and shall not interfere with or damage the rail facilities or appurtenances constructed or to be constructed upon said strip or parcel of land, and so as to not interfere with public travel upon and use of said road and that there shall be no rights reserved or implied to enter upon or use the surface of the land for the foregoing purpose."

When the above clause is incorporated into the deed the words "to be conveyed" should be deleted.

If the mineral rights are not vested in the fee owner, the following clause with selection of applicable wording appearing in parenthesis is to be incorporated in the agreements and deeds:

“Those certain mineral rights enjoyed within the confines of the above described lands and which rights are not vested in the (landowner) (grantor) are excepted from the conveyance provided for (herein) (this conveyance).”

When it is determined that the fee owners do not enjoy the mineral rights, this fact is to be so stated in the Negotiations Contact Summary Report. When applicable, clauses similar to the ones quoted above will be incorporated in the petition for condemnation when the offers are refused. Whenever any agreement, deed or petition includes any of the provisions above related to mineral rights, the advice and assistance of VPRA General Counsel should be sought.

28.6 Conduits and Other Structures; Private Crossings

Under certain circumstances, but only with concurrence from VPRA General Counsel, it may be in the best interest of VPRA for property owners to retain usage of drainage structures, bridges, or conduits for the passage of vehicles, livestock, and water and sewer lines under the right-of-way. This is sometimes done to protect the unity of lands that will be bisected by a railroad right-of-way. In addition, particularly in rural areas, VPRA may wish to maintain a private at-grade crossing.¹ In the case of establishing and modifying any crossing, whether above the rail line, beneath the rail line, or at grade, the advice and assistance of VPRA General Counsel should be sought. Any language to be inserted into an agreement, deed or petition for condemnation in regard to rights and limitations for the conduit, structure or crossing shall be provided by VPRA General Counsel.

In appraising the required acquisition area the appraiser is to take into consideration the fact that the usage of the structure is being reserved to the property owner. The damages, if any, will normally be appraised on this basis. In determining whether or not to agree to allow such reservation, one of the factors to be considered should be the cost of not allowing retention versus the reduction of damages if retention is allowed.

VPRA may do certain grading within the right-of-way limits to enable safe passage by the property owner. The plans should reflect any additional work to be performed. The property owner may be permitted to perform maintenance work to the passageway leading to and beneath a bridge or box culvert, provided it is outside of the railroad right-of-way.

The following special notes should be placed on the Project plans, as applicable to the specific situation.

1. “The adjoining landowner is to have the right of passage beneath the bridge at or near station _____, without access to the railroad right-of-way.”

¹ Unlike private at-grade crossings, public at-grade crossings are disfavored by the General Assembly as a matter of public policy and the Commonwealth Transportation Board has the authority to eliminate at-grade rail crossings by public highways. See Va. Code § 33.2-903.

2. "Passageway of livestock of the adjoining landowner is to be allowed through (____' X ____') box culvert to be constructed at or near station ____ without any access to the railroad right-of-way."
3. "The ____ inch conduit to be installed at or near station ____ is provided for the adjoining landowner's use for the installation of a water line under the right-of-way, without access to the railroad right-of-way."
4. "The ____ inch conduit and ____ inch water line to be installed at or near station ____ is provided for the adjoining landowner's use in the transmission of water under the railroad right-of-way, without access to the right-of-way."
5. *[Add a note for the construction of a private at-grade crossing, if appropriate.]*

Any additional grading needed to afford safe passage should also be noted on the plans. The PST Virginia or designee is responsible for requesting the Project engineer to have any work performed as discussed above and a related note should be made a part of the permanent plans. The outcome of discussions with property owners about providing service facilities will be summarized in the Negotiations Contact Summary Report.

29 Consequential Damages

Some properties adjacent to the proposed right-of-way may suffer damages because of a grade change or other effects of construction. An agreement may be made to settle such damages. Such agreement should be drafted by VPRA General Counsel. It is not intended that such agreements will be necessary very often. No damages will be paid for simple shifting of a railroad alignment farther from a property or building. Many consequential damages, where there is no physical take, are not compensable in eminent domain cases. Normally the property owner will initiate contact with VPRA in these situations. If consequential damages are to be paid, they should be supported by an appraisal that complies with the same standards and requirements as an Acquisition Appraisal.

30 Lost Profits

When certain conditions are met, the Code of Virginia, § 25.1-230.1, provides for the body determining just compensation to include payment of lost profits for a period of three years from the later of 1) the date of valuation or 2) the date the agency or its contractor prevents the owner from using the land or any of the owner's other property rights are taken. The VPRA General Counsel may, in its discretion, offer to compensate a citizen for lost profits as part of an adjustment to a voluntary conveyance or as part of a settlement agreement. Such compensation will be separate from the compensation offered for the acquisition. The decision as to whether to compensate a citizen for lost profits is made exclusively by VPRA with concurrence of VPRA General Counsel.

The negotiation agent should direct those inquiring about lost profits to the Estimate of Lost Profit Worksheet that is available in a printed version and online on VDOT's website. The negotiation agent should advise citizens to complete the worksheet. The negotiation agent should not make any attempt to advise the citizen in any way concerning a claim for lost profits. In most cases, they will need to seek advice from their attorneys and/or financial advisors. The VPRA Project Manager and General Counsel should be advised as early as possible of any claims for lost profits. When completed, the form should be submitted to the VPRA General Counsel and, if deemed appropriate by the appropriate VPRA personnel, an offer to compensate the citizen for lost profits may be made.

31 Acquisition of Uneconomic Remnants and Residues

VPRA is authorized by statute (Va. Code §§ 1-219.1 and 25.1-417) to acquire residual parcels in certain situations. According to Va. Code §1-219.1(G), “[i]f the acquisition of only part of a property would leave its owner with an uneconomic remnant, the condemner shall offer to acquire the entire property for its fair market value as otherwise provided by law, but the condemner shall not acquire an uneconomic remnant if the owner objects and desires to maintain ownership of the excess property.” Similarly, according to Va. Code §25.1-417(A)(9), “[i]f the acquisition of only part of a property would leave its owner with an uneconomic remnant, the state agency concerned shall offer to acquire the entire property.

Either of the above-referenced conditions can be used as a basis for acquiring a residue parcel. Note that in those cases where an uneconomic remnant is being acquired by condemnation, the condemner cannot acquire the uneconomic remnant if the landowner objects to the acquisition of the uneconomic remnant and wishes to maintain ownership of the excess property. An uneconomic remnant is defined as a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property and which the condemning authority determined has little or no value or utility to the owner. (See Va. Code § 25.1-400).

In the event a question arises regarding VPRA's authority to acquire a particular uneconomic remnant or residue parcel, the VPRA General Counsel should be consulted.

32 Procedure for Acquiring Uneconomic Remnants and Residues

Land areas outside the right-of-way may be identified for potential acquisition during the field review stage of a Project or during negotiations for the right-of-way acquisition. The VPRA General Counsel is the approval authority for acquisition of residues and uneconomic remnants consistent with this policy and will document the determination with a memorandum to the Project file. The PST Virginia will assure that the residue or uneconomic remnant being acquired has had the proper environmental assessment completed and the results documented in the memorandum. The acquisition of a residue or uneconomic remnant will also be noted by the negotiator in the Negotiations Contact Summary Report.

Occasionally it may be in the interest of the property owner and VPRA to acquire a residue on which a building is located. The PST Virginia must confirm that there is reasonable justification for the acquisition after consulting with VPRA General Counsel. A written copy of this justification must be included in the parcel file and a copy sent to the VPRA General Counsel. An appropriate note should also be placed in the Negotiations Contact Summary Report by the negotiator. A relevant consideration is that relocation benefits are to be provided to persons displaced regardless of the conditions under which the property is acquired.

Buildings on residue parcels to be acquired will be assigned “D” numbers under the following conditions:

1. The property owner retains the building(s) or

2. The building does not contribute to the value of the residue parcel and VPRA will dispose of it by sealed bid, auction, negotiated retention sale, negotiated sale, demolition contract, or Project construction contract.

A hazardous material (HAZMAT) assessment must be made on all Projects for the areas included within the proposed right-of-way. Oftentimes, the area outside of the proposed right-of-way not originally intended to be acquired is not included in the assessment. Properties to be acquired (to include fee simple, lease, or easement), in whole or in part, shall be assessed for the potential presence of hazardous materials and cleared by the PST prior to initiating final acquisition negotiations. Property contamination and associated clean-up costs shall be considered as a factor in determining market value for the property or in deciding to proceed with purchase.

33 Administrative Settlements

Administrative authorization for purchase of property for a higher consideration than the appraised value may be granted under certain limited circumstances. Administrative settlements are undertaken only after reasonable effort has been made to settle based on the appraised value. In addition, all administrative settlements must be properly documented and authorized.

Administrative settlement normally implies that the amount of consideration agreed to is greater than the originally approved valuation. However, in many situations a settlement may be reached where the compensation is less than the original approved valuation but VPRA agrees to specific construction concessions or changes in the nature of the acquisition. A proposed administrative settlement must be measured against the responsibility of VPRA to treat all owners equitably and fairly regarding payment for property acquired for the Project. An administrative settlement may be reached any time after the initial offer has been made to the owner. If settlement is reached after filing a petition for condemnation, the document is termed a Settlement Agreement.

34 Justification for Administrative Settlements

The factors that may be considered in evaluating potential administrative settlements include the following:

1. Legal complications;
2. Trend of condemnation awards in similar recent cases;
3. Range of probable testimony as to market value;
4. Probable expert testimony other than appraisers as to the impact on the property;
5. Treatment of other landowners on the Project who are similarly situated;
6. Opinion of legal counsel as to outcome of condemnation case;
7. Estimate of trial cost; and
8. Other factors which would increase cost to the Commonwealth or potentially frustrate completion of the Project if the settlement was not completed.

In considering potential administrative settlements, consideration should be given to assure consistent treatment of all property owners on the Project and statewide, to assure public confidence in land acquisition practices, and to assure that expenditure of public funds is in the best interest of the Commonwealth.

The justification for all administrative settlements must be noted in the Negotiations Contact Summary Report or must be contained in a separate written document signed by the VPRA Executive Director or his designee. If a separate written document is prepared, it should be noted in the Negotiations Contact Summary Report and a copy attached.

35 Settlement Agreement

A Settlement Agreement is an instrument executed by the owner and the VPRA Executive Director, or designated representative, setting forth a settlement reached after filing a petition for condemnation. An administrative settlement is documented by a settlement agreement if it takes place after filing a petition for condemnation. For additional information on this process see Chapter 8 of this RAMP. Otherwise an administrative settlement is documented by a purchase agreement.

Appendix F: Relocation Assistance Policies and Procedures

This **Appendix F** contains standards and considerations for provision of relocation assistance for all right of way acquisitions for the TRV Program in Virginia. Relocation assistance personnel must review, understand and comply with the requirements of this **Appendix F**. Any waiver of the requirements of this **Appendix F** must be approved by the VPRA AGC-RWLU.

1 General

See 24 VAC 30-41-10.

2 Applicability

See 24 VAC 30-41-20.

3 Definitions

See 24 VAC 30-41-30. Note also the following definitions not appearing in 24 VAC 30-41-30:

“Alien not lawfully present in the United States” means an alien who is not “lawfully present” in the United States as defined in 8 CFR 103.12 and includes:

1. An alien present in the United States who has not been admitted or paroled into the United States pursuant to the Immigration and Nationality Act (8 U.S.C. 1101 et seq.) and whose stay in the United States has not been authorized by the United States Attorney General; and,
2. An alien who is present in the United States after the expiration of the period of stay authorized by the United States Attorney General or who otherwise violates the terms and conditions of admission, parole or authorization to stay in the United States.

“Household income” means the total gross income received for a 12 month period from all sources (earned or unearned) including but not limited to wages, salary, child support, alimony, unemployment benefits, workers compensation, social security, or the net income of a business. It does not include income received or earned by dependent children and full time students under 18 years of age, or the value of the allotment provided as food stamps per Federally Mandated Exclusions From Income published by the Department of Housing and Urban Development.

“Initiation of Negotiations” means the delivery of the initial written offer of just compensation by the Agency to the owner or the owner’s representative to purchase the real property for the Project, or if the Agency issues a notice of intent to acquire the real property, and a person moves after that notice, but before delivery of the initial written purchase offer, the initiation of negotiations means the actual move of the person from the property.

“Mobile Home” The term mobile home includes manufactured homes and recreational vehicles used as residences.

“Mortgage” means such classes of liens as are commonly given to secure advances on, or the unpaid purchase price of, real property under the laws of the State in which the real property is located, together with the credit instruments, if any, secured thereby.

“Salvage Value” means the probable sale price of an item offered for sale to knowledgeable buyers with the requirement that it be removed from the property at a buyer’s expense. This includes items for re-use as well as items with components that can be reused or recycled when there is no reasonable prospect for sale except on this basis.

“Tenant” means a person who has the temporary use and occupancy of real property owned by another.

“Uneconomic Remnant” means a parcel of real property in which the owner is left with an interest after the partial acquisition of the owner’s property, and which the agency has determined has little or no value or utility to the owner.

“Uniform Act” means the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Pub. L. 91-646, 84 Stat. 1894; 42 U.S.C. 4601 et seq.) and amendments thereto.

“Unlawful Occupant” means a person who occupies without property right, title or payment of rent or a person legally evicted, with no legal rights to occupy a property under State law.

“Utility Costs” means expenses for electricity, gas, other heating and cooking fuels, water and sewer.

“Utility Relocation” means the adjustment of a utility facility required by the program or Project undertaken by the displacing Agency. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on a new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the Project economy, or sequence of Project construction.

4 Aliens Not Lawfully Present in the United States

A. Each person seeking relocation payments or relocation advisory services shall, as a condition of eligibility, certify:

1. In the case of an individual, that he or she is either a citizen or national of the United States, or an alien who is lawfully present in the United States.
2. In the case of a family, that each family member is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The certification may be made by the head of the household on behalf of other family members.
3. In the case of an unincorporated business, farm or nonprofit organization, that each owner is either a citizen or national of the United States, or an alien who is lawfully present in the United States. The certification may be made by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest.
4. In the case of an incorporated business, farm, or nonprofit organization, that the corporation is authorized to conduct business within the United States. This certification shall be obtained on VDOT Form RW59(1-3). Two copies of this certification shall be presented to the displaced person: one for their information and records and the other

to be signed and returned to the relocation agent. The relocation agent shall consider the signed certification to be valid.

If, based on a review of an alien's documentation or other credible evidence, VPRA has reason to believe that a person's certification is invalid (for example a document reviewed does not on its face reasonably appear to be genuine), and that, as a result, such person may be an alien not lawfully present in the United States, the relocation agent shall obtain the following information and confer with VPRA General Counsel before making a final determination:

1. Verification of the alien's status from the local Bureau of Citizenship and Immigration Service (BCIS) Office. A list of local BCIS offices is available at http://www.uscis.gov/graphics/field_offices/alpha.htm. Any request for BCIS verification shall include the alien's full name, date of birth and alien number, and a copy of the alien's documentation. (If an Agency is unable to contact the BCIS, it may contact the FRA in Washington DC for a referral to the BCIS.)
2. Evidence of United States citizenship or nationality from such person and, if considered necessary, verify the accuracy of such evidence with the issuer.

B. In computing relocation payments, if any member of a household or owner of an unincorporated business, farm or nonprofit organization is determined to be ineligible due to illegal status, no relocation payments will be made to the illegal alien. Any payment for which such household would otherwise be eligible shall be computed based on the number of eligible household members and any payment for an unincorporated business, farm, or nonprofit shall be based on the ratio of ownership between eligible and ineligible owners.

C. If a person who is a member of a family being displaced is an unlawful alien, that person's income shall be included in the family income unless the relocation agent is certain that the ineligible person will not continue to reside with the family. To exclude the ineligible person's income may result in a windfall by providing a higher relocation benefit to the remaining members of the household.

D. No relocation payments or advisory services shall be provided to a person who is an illegal alien, unless such person can demonstrate to the agency that denial of relocation assistance will result in an exceptional and extremely unusual hardship to such person's spouse, parent, or child who is a citizen of the United States. Exceptional and extremely unusual hardship means that the denial of relocation payments and advisory services to such person will directly result in:

1. A significant and demonstrable adverse impact on the health or safety of such spouse, parent, or child;
2. A significant and demonstrable adverse impact on the continued existence of the family unit of which such spouse, parent, or child is a member; or
3. Any other impact that the displacing agency determines will have a significant and demonstrable adverse impact on such spouse, parent, or child.

5 Claims for Relocation Payments

A. Documentation. Any claim for a relocation payment shall be supported by such documentation as may be reasonably required to support expenses incurred, such as bills,

receipts, or other evidence of expenses. A displaced person must be provided reasonable assistance necessary to complete and file the required claim for payment.

B. Expeditious payments. The regional relocation agent shall review claims in an expeditious manner. The person making claim for any relocation benefits shall be promptly notified as to any additional documentation that is required to support the claim. Payment for the claim shall be made as soon as possible following receipt of sufficient documentation.

C. Advanced payments. If a person demonstrates the need for an advanced relocation payment to avoid or reduce a hardship, VPRA shall issue the payment, subject to such safeguards (signed lease, contract to purchase, HUD-1 form, occupancy agreement, etc.) as are appropriate to ensure the objective of the payment is accomplished.

D. Time for filing. All claims for a relocation payment shall be filed with VPRA no later than 18 months after:

1. For tenants, the date of displacement.
2. For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.
3. For personal property only, the date of the move.

VPRA shall waive this time period for good cause.

E. Notice of denial of claim. If VPRA disapproves all or part of a payment claimed or refuses to consider the claim based on its merits because of untimely filing or other grounds, VPRA shall promptly notify the person making the claim in writing, of its determination, the basis for its determination, and the procedures for appealing the determination.

F. No waiver of relocation assistance. VPRA shall not propose or request that a displaced person waive his or her rights or entitlements to relocation assistance and benefits provided.

6 Duplication of Payment

See 24 VAC 30-41-40.

7 Withholding of Relocation Payment

See 24 VAC 30-41-50.

8 Relocation Payments Not Considered as Income

See 24 VAC 30-41-60.

9 Civil Rights and Equal Opportunity Requirements

See 24 VAC 30-41-70.

10 Appeals

See 24 VAC 30-41-90.

The information considered in the judicial review consists solely of the information introduced in the final appeal hearing and as reflected in the transcript of that hearing to determine if the decision made by the agency is fully supported by the evidence. No new information may be presented during the judicial review. It is therefore imperative that all relevant information supporting VPRA's decision is presented and that anything used in making the final determination regarding the eligibility or amount offered is presented during the interim appeal but no later than the final appeal.

11 Relocation Planning and Public Information

11.1 Relocation planning at conceptual stage

A. A Project will be in the conceptual stage from the time preliminary plans are issued by the engineer of record until the final location is approved.

B. Upon receipt of 60% plans, the PST Virginia will perform a review to compile right-of-way and relocation costs and estimates for the proposed alignment. The information will be secured from visual observations and secondary sources and compiled into a Relocation Assistance Report. Potential displaced persons will normally not be contacted at this time. The Relocation Assistance Report will contain the following information:

1. An estimate of households to be displaced, including the family characteristics (e.g., minorities, approximate income levels, tenure, elderly, large families).
2. Divisive or disruptive effect on the community such as separation of residences from community facilities or separation of neighborhoods.
3. Impact of displacement on housing availability where relocation is likely to take place.
4. The number of businesses, nonprofit organizations and farms that would be acquired and the estimated number of employees affected.
5. An assessment of the effect the nonresidential displacements will have on the economy and stability of the community.
6. Major businesses being displaced that will require advance coordination and planning are to be contacted and advised of the studies being made by VPRA and of the opportunities for their input through public hearings and meetings.
7. A description of available housing in the area that is appropriate to provide housing for the types of families to be displaced. Contact should be made with local real estate firms, listing services, newspapers, housing agencies, local community organizations, etc.
8. A description of special relocation advisory services that will be necessary for identified unusual conditions, such as a concentration of elderly displaced persons.
9. A description of the actions proposed to remedy insufficient relocation housing, including, if necessary, housing of last resort. In the event it is found that there is an insufficient supply of housing, inquiries should be made of real estate developers, construction firms, public officials and interested parties to determine their willingness to assist in providing the necessary replacement housing and the conditions under which they would be willing to render this service.
10. Outcome of consultation with local officials, service agencies and community groups regarding the impact on the community affected.
11. An estimate of relocation costs, separated as follows:

- a. Cost of moving personal property for residential units, businesses, farm operations and nonprofit organizations;
- b. Cost of replacement housing payments for displaced individuals and families, including typical mortgage interest differentials and closing costs incident to the purchase of replacement facilities;
- c. Cost potentially incurred by businesses, farms, and nonprofit organizations in searching for replacement facilities; and
- d. Reestablishment costs for small businesses, farms, and nonprofit organizations.

11.2 Public meetings and hearings

The PST Virginia will be present and available at public meetings and hearings concerning right-of-way acquisition and relocation to provide information on acquisition, displacement impacts, and relocation services and benefits and to answer questions about the program. Copies of the right-of-way brochure will be available at all public meetings and hearings and distributed to interested individuals and organizations upon request.

11.3 Relocation planning at acquisition stage

A. Prior to the initiation of negotiations the relocation agent will conduct a preacquisition survey of the Project with potential displaced persons. The pre-acquisition survey is primarily a data gathering function to provide an inventory of relevant characteristics, circumstances and relocation needs of all residential and non-residential displaced persons. It should also include a survey of available comparable replacement housing and replacement sites. It is recommended that the relocation agent should accompany the appraiser, when the appraiser performs the inspection of the property, to conduct this interview and to work with the appraiser and displaced person to help make and agree on the determination as to what is realty and what is personalty.

B. The relocation agent will conduct interviews with individuals, families, businesses, farms, and nonprofit organizations within the proposed right-of-way. It is important that accurate and detailed information be obtained that fully reflects the needs of each potential displaced person. When the relocation agent visits the potential displaced person, the agent should explain that VPRA is conducting a data-gathering survey and that the visit in no way should be construed as a notice to move, or qualification for any relocation benefits.

The following points should be explained to the occupant at the time this contact is made:

1. The persons involved must be in occupancy of the subject property when the negotiator makes the written offer for the parcel (unless a notice of Intent to Acquire is issued) to qualify for relocation payments; and
2. The potential displaced person should not make any financial commitments concerning replacement housing at this time. The property has not yet been acquired and a premature move could result in disqualification for benefits they would otherwise receive.

C. For residential persons displaced, the survey should include the following information for each displacement unit:

1. The name, home address, home and work telephone numbers of the displaced person and the best time to call.
2. The number of people residing in the dwelling, including each person's name, gender and the ages of minor children living in the home.
3. A description of all improvements on the property with exterior dimensions and a list of all rooms in the dwelling unit.
4. Any disabilities or special needs of the occupants which could affect relocation needs.
5. A statement as to whether the dwelling meets decent, safe and sanitary standards. If the dwelling doesn't meet standards, an explanation should be included.
6. The type of displaced person, (owner or tenant) and identification of the type of dwelling unit now occupied, (house, apartment, room or mobile home). If the displaced person is a tenant, determine if the unit is furnished or unfurnished. Obtain a copy of the lease.
7. For tenants, the gross household income from all sources including wages, interest, social security, welfare (excluding food stamps), disability payments and other untaxed income.
8. The date the family occupied the dwelling. Care should be exercised in completing this item as it establishes eligibility for various relocation benefits. For tenants, an outside source, owners' rental records, etc., should verify the date of occupancy. Conflicting information about occupancy status must be resolved if they affect eligibility. Rent paid and the cost and type of utilities included in the rent should be secured. Also, determine if a special tenant-landlord relationship exists (son-father, etc.) and determine if the tenant performs any services in lieu of rent.
9. If an owner-occupant has an outstanding mortgage, the monthly payment, interest rate, original amount, term, and the unpaid balance should be secured.
10. The displaced person's replacement housing intentions and preferences such as specific school district, location, distance to public transportation or employment, etc.

D. For a business, farm or non-profit organization displaced person, the survey should include the following information:

1. The name, address, and telephone number of the business. The type of business and the name of the person to contact.
2. Lease information or other contractual obligations of the business.
3. Type of neighborhood, site requirements, zoning requirements, type of building, age of building and total area of the building (outside measurements).
4. Determine if there is any special equipment.
5. Determine if a business has a need for outside specialist required to assist in planning the move, assistance in the actual move, and in the reinstallation of machinery and/or other personal property.
6. Identify and resolve realty/personalty issues.
7. Special permits or licenses.
8. Number of employees.
9. An estimate of the time required for the business to vacate the site.
10. An estimate of the difficulty in locating a replacement property.
11. An identification of any advance relocation payments required for the move.

12 Written Notices

12.1 General

See 24 VAC 30-41-130.

12.2 Notice of intent to acquire

See 24 VAC 30-41-140.

Note also that when the notice of intent to acquire is furnished to an owner, it must also be furnished to any tenants within 15 days. When the notice is furnished a tenant, the owner must simultaneously be furnished with a copy of such notice.

12.3 Protective Rent (rent loss)

Entering into a loss of rent agreement with a landowner to limit and manage financial liability should only be considered when there is a substantial risk of a new tenancy or subsequent occupancy occurring prior to VPRA either filing a petition for condemnation or closing on a property. The following is to clarify the 2 specific instances when payment of rent loss to a landowner could be considered.

Instance 1. If it is determined that the property to be acquired is not occupied by the landowner, and is available for rent, during the period between the initiation of the appraisal stage and continuing through negotiations. In this instance VPRA should consider paying a negotiated amount per month (not to exceed monthly rent as established via the valuation process) to the landowner to leave the property vacant. If the asking rent is less than what has been determined by the appraiser, then the lower amount would be the basis for the negotiated amount.

Instance 2. If the property to be acquired is occupied at the initiation of negotiations, and the occupant vacates the property substantially prior (more than 45 days) to VPRA having title to the property, meaning a petition for condemnation is filed or closing on the property is completed, VPRA could consider paying a negotiated amount per month (not to exceed the lesser of a monthly rent amount as established via the valuation process, or the actual rent paid by the prior occupant) to the landowner to leave the property vacant during the period between vacancy and VPRA obtaining title.

The recommended monthly amount to be paid, the length of time expected to pay this monthly amount before closing or filing of the petition for condemnation, along with justification for payment, must be provided to the VPRA General Counsel and his/her approval granted before it is offered to the landowner. In all instances, VPRA is only paying a fee to keep the property vacant, and assumes no costs, liabilities or responsibilities typical of a tenant. There shall be no payment of utility costs, refuse removal fees, maintenance costs, taxes of any kind, HOA fees, Condominium fees, etc. by VPRA for the period of the agreement. The property should then be monitored to ensure that it remains vacant.

The form of agreement to be used to create the agreement between VPRA and the landowner should be provided by VPRA General Counsel. No lease or other agreement is entered into, and VPRA does not have possession of the property during this period.

Payment of this fee ceases once a petition for condemnation is filed or VPRA closes on the property, whichever comes first.

12.4 General information notice

As soon as feasible, a person scheduled to be displaced shall be furnished with a general written description of the relocation program which does at least the following:

1. Informs the person that he or she may be displaced for the Project and generally describes the relocation payment(s) for which the person may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
2. Informs the displaced person that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the displaced person successfully relocate;
3. Informs the displaced person that he or she will not be required to move without at least 90 days advance written notice and informs any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
4. Informs the displaced person that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments.
5. Describes the displaced person's right to appeal VPRA's determination as to a person's application for assistance for which a person may be eligible under this part.

12.5 90-Day Assurance and Eligibility Notice

See 24 VAC 30-41-160.

12.6 Notice of replacement housing payment

See 24 VAC 30-41-150.

13 Relocation Advisory Services

13.1 General

See 24 VAC 30-41-170.

13.2 Minimum advisory services requirements

See 24 VAC 30-41-190, except that subsection F should be replaced with the following:

F. Once the displaced person locates replacement housing, the relocation agent should be sufficiently knowledgeable in real estate practices to guide the displaced person through the procedures necessary to obtain this housing. It is not the responsibility of the relocation agent to assume the role of the various real estate professions. The relocation agent should however counsel the displaced person concerning lease and purchase agreement provisions, security deposits, earnest money, mortgages and other forms of financing, closing costs and settlement procedures. The relocation agent should advise the displaced person that any replacement housing should be inspected by the relocation agent prior to signing any

lease or purchase agreement to assure that it meets decent, safe, and sanitary standards, or if not feasible, the displaced person should enter a decent, safe, and sanitary clause in any lease or purchase agreement for replacement housing. If such inspection is not made, or if the replacement housing is not decent, safe, and sanitary, VPRA shall notify the person to be displaced, that a replacement housing payment shall not be made until the replacement housing is brought up to decent, safe, and sanitary standards and subsequently inspected by the relocation agent and determined to be decent, safe, and sanitary.

13.3 Relocation offices

See 24 VAC 30-41-180.

14 Moving Costs – Residential Moves

14.1 General

A. A displaced individual or family is entitled to receive a payment for moving personal property. The displaced person has the option of a payment based upon the actual reasonable moving expenses (commercial move or self-move), a fixed payment that is based on VDOT's room count schedule (which is acceptable to VPRA), or, in unusual circumstances, any combination of the above. An example of such a circumstance would be to have a commercial mover that will move the household items but will not move certain personal property stored in a shed. The displaced person can remove the items from the shed as a self-move. It is the relocation agent's responsibility to explain the alternatives and assist the displaced person in determining the type of move that would be most suitable for the displaced person.

B. The displaced person is required to file a Moving Cost Application, VDOT RUMS Form RW-60A, with VPRA and obtain approval prior to the date on which the move is to be accomplished. After the move has been completed, the displaced person must complete and submit to VPRA a Moving Cost Payment Claim, VDOT RUMS Form RW-67A, within 18 months after the following dates:

1. For tenants, the date of displacement.
2. For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.
3. For personal property only, the date of the move.

C. For relocation program purposes, a "family" is defined in 24 VAC 30-41-30. Two or more occupants who share the same dwelling unit before displacement may relocate into separate units. If the move to separate unit's results from unavailability of units that will accommodate all persons, the occupants may each be reimbursed either on an actual cost basis or on a schedule move, which includes a dislocation allowance for each family. When the move into separate dwelling units is a voluntary decision and a single comparable dwelling unit is available, they may be reimbursed on a prorated share of the estimated cost of a single move as determined by VPRA. Alternatively, schedule move payments will be based on the number of rooms actually occupied by each family plus community rooms utilized by each family.

14.2 Actual reasonable moving expenses

See 24 VAC 30-41-210. The following subsection E is also added:

E. Features of Actual Move Expense Reimbursement

1. All eligible, actual, reasonable, and necessary costs are paid.
2. Requires close coordination of agent with movers to secure estimates
3. Reasonable and necessary storage costs paid up to maximum of 12 months,
4. Move reimbursement limited to 50 miles (unless special approval is given by the PST)

14.3 Moving expense schedule

A. In lieu of a payment for actual moving costs, a displaced person or family who occupies the acquired dwelling may choose to be reimbursed for moving costs based on a moving expense schedule established by VDOT and adopted by VPRA based on a room count. The displaced individual or family shall be advised in writing of the approved amount based on the schedule. The schedule is revised periodically, based on a survey of movers, to reflect current costs. The relocation agent should assure that the latest schedule update is used when working on a Project. The room count used will include occupied rooms within the dwelling unit plus personal property located in attics, unfinished basements, garages and outbuildings, or significant outdoor storage. Spaces included in the count must contain sufficient personal property as to constitute a room.

B. Features of Schedule Move

1. Administratively simple for displaced person and agency. No support required for claim beyond the room count, and performance of the move.
2. Allows maximum flexibility to displaced person. Move can be performed by family, or a commercial mover may be hired.
3. No additional reimbursement if actual move cost exceeds schedule.
4. No added reimbursement for storage of personal property, packing, unpacking or incidental costs such as appliance hook up. These items are all included in the schedule.

C. A person with minimal personal possessions who is in occupancy of a dormitory style room shared by two or more other unrelated persons, or if the move is performed by VPRA at no cost to the person, shall be limited to the amount stated in the schedule.

D. The cost to move a retained dwelling, any other structure, or any item determined to be real estate prior to the move, is not a reimbursable moving cost. However, if an owner-occupant retains the dwelling, including a mobile home, and chooses to use it as a means of moving personal belongings and furnishings, the owner-occupant may receive a moving cost payment based upon the moving expense schedule.

Steps in the Process:

1. Explain the alternatives to the displaced person and the features of each (see above).
2. Take a count of all rooms and storage areas containing personal property.
3. Advise displaced person of the room count, and the schedule amount.

4. Secure move bids or estimates, if displaced person has not decided to accept the schedule move reimbursement. See 24 VAC 30-41-210.
5. Ask displaced person for final decision on move reimbursement method.
6. Displaced person moves with own resources or contracts with a commercial mover to perform the move.

15 Moving Costs – Businesses, Farms and Nonprofit Organizations

15.1 General

A. The operator of a displaced business, farm or nonprofit organization is entitled to receive payment for the following categories of actual costs associated with moving:

1. Moving costs for relocating all personal property including machinery, equipment and disconnect/reconnect costs;
2. Search costs for a replacement location not to exceed \$2,500; and
3. Reestablishment expenses not to exceed \$25,000.

All moving expenses will be actual and reasonable.

B. As an alternative to the actual cost reimbursement as explained above, the displaced business, farm or nonprofit organization that meets certain criteria may choose to receive a fixed payment in lieu of actual moving expenses not less than \$1,000 or more than \$75,000. The specific amount is based on the net income of the displaced business, farm, or nonprofit organization.

The reimbursable actual moving expenses and the fixed payment in lieu of moving expenses are explained in detail in the remainder of this part.

C. The relocation agent shall inform the displaced business, farm, or nonprofit organization of the following requirements, in writing, as soon as possible after the initiation of negotiations. To be eligible for payments, the displaced business, farm, or nonprofit organization must:

1. Provide VPRA reasonable advance notice of the approximate date of the start of the move or disposition of the personal property and an inventory of the items to be moved. However, VPRA may waive this notice requirement after documenting its file accordingly.
2. Permit VPRA to make reasonable and timely inspections of the personal property both at the displacement and replacement sites and to monitor the move.

D. The displaced business, farm, or nonprofit organization is required to file a Moving Cost Application, VDOT Form RUMS RW-60B, with VPRA and obtain approval prior to the date on which the move is to be accomplished. After the move has been completed, the displaced person must complete and submit a Moving Cost Payment Claim, VDOT Form RUMS RW-67B, within 18 months after the following dates:

1. For tenants, the date of displacement.
2. For owners, the date of displacement or the date of the final payment for the acquisition of the real property, whichever is later.
3. For personal property only, the date of the move.

E. The regional relocation agent is responsible for providing a business, farm or non-profit organization (hereinafter referred to as a business) relocation assistance to the extent that is necessary for the individual business. The regional relocation agent is responsible for monitoring the process of conducting inventories, developing move specifications, securing commercial moving bids and estimates and observing the conduct of the move. Emphasis will be directed toward moves that are of a complicated nature or involve a substantial expenditure.

It is important that the regional relocation agent and the business owner start planning the move as soon as possible. The initial contact with the business owner should provide an opportunity to obtain information pertaining to the business's replacement site requirements, special equipment, zoning requirements, current lease terms and other contractual obligations and the financial capacity of the business to accomplish the move. The goal of the regional relocation agent should be to successfully relocate a business so that the business can be established in a suitable replacement location and continue to thrive at their new location.

15.2 Certified inventory

See 24 VAC 30-41-240.

15.3 Actual reasonable moving costs

A. Eligible and ineligible moving costs.

The following items are eligible for reimbursement as moving costs if they are reasonable and are actually incurred during the moving process:

1. Transportation costs for moving the personal property. The transportation charges will normally be reimbursed for up to the first 50 miles of travel. When the move exceeds 50 miles, the mover's bill must be detailed to show transportation costs for the first 50 miles as well as the cost for the remainder of the distance. When VPROA determines that the business cannot be relocated within a 50-mile limit, reimbursement will be allowed to the nearest adequate and available site.
2. Packing, crating, unpacking and uncrating the personal property.
3. Disconnecting, dismantling, removing, reassembling and reinstalling relocated machinery, equipment, and other personal property. This includes connections to utilities available within the building. It also includes modification of the personal property necessary to adapt it to the replacement structure, the replacement site or the utilities at the replacement site and modifications necessary to adapt the utilities at the replacement site to the personal property.
4. Storage costs not to exceed 12 months, including moving in and out of storage. Storage costs for a longer period may be approved if the regional manager determines that a longer period is necessary. Costs for storage of personal property on a site owned, leased or controlled by the displaced person are not eligible. Storage is not an entitlement of every displaced person. The agency determines if the storage of personal property is a reasonable and necessary moving expense. The determination should be based on the needs of the displaced person, the nature of the business, the plans for permanent relocation, the amount of time available for the relocation process, and whether storage will facilitate the relocation.

5. Insurance for replacement value due to the loss, theft, or damage to the personal property in connection with the move and necessary storage. Where insurance is not reasonably available, the replacement value of property lost, stolen or damaged in the process of moving may be paid, unless the loss results from fault or negligence of the displaced person, their agent, or employee.
6. Any license, permit or certification required at the replacement location. The payment may be based on the remaining useful life of the existing permit, license, or certification.
7. Professional services necessary for planning the move, moving, and installing personal property at the replacement location. This can include the displaced person's time, provided the claim is well documented. The hourly rate should be reasonable, reflect an hourly rate not more than average in the given profession for the work performed, and be agreed upon by the regional manager in writing and given to the displaced person prior to the work being initiated.
8. The re-lettering of signs and the cost of replacing stationery on hand at the time of the move that are made obsolete by the acquisition.
9. Connection to available nearby utilities from the right-of-way to improvements at the replacement site.
10. Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation including but not limited to, soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of such site). The regional relocation agent will review estimates for the various services to ensure they are eligible for reimbursement. The hourly rate should be reasonable, reflect an hourly rate not more than the average in the given profession for the work performed, and be agreed upon by the regional manager in writing to the displaced person prior to the work being initiated.
11. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The displaced business, farm or non-profit organization may choose not to move certain business personal property to the relocation site due to items being obsolete, not functional, bulky or the cost to move such items may exceed their value. The actual direct loss claim allows the business owner to dispose of such property and be reimbursed for any resulting costs or loss, up to the estimated cost to relocate the item.

The payment shall consist of the lesser of:

- a. The fair market value in place of the item, as is for continued use, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the Agency determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the market value shall be based on the cost of the goods to the business, not the potential selling prices.); or
- b. The estimated cost of moving the item as is:
 - if the item is in storage (not in use) use the moving cost only without installation.
 - if the item is installed or in use, then moving cost includes reinstallation but without any upgrades for code related reinstallation
 If the business or farm operation is discontinued, the estimated cost of moving the item shall be based on a moving distance of 50 miles.

12. The reasonable cost incurred in attempting to sell an item that is not to be relocated.

13. Purchase of substitute personal property. If an item of personal property, which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:

- a. The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
- b. The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At VPRA's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.

Steps in the process for Items 11 – 13:

- a. Interview the business operator. Determine the critical relocation needs, including site, special permits, and clientele. Determine the intentions of the operator to relocate or discontinue operations. (Use VDOT Form RUMS RW-69A(1))
- b. Tour the site with the business operator. Note specialized or complex equipment that appears older or not operational. Ask about function of equipment if it is not obvious.
- c. Explain the full range of benefits including move expenses, reestablishment cost reimbursement, search expense reimbursement, etc.
- d. Explain the direct loss option if it is relevant to the move situation. Ask the business owner to identify specific items that might be sold from the site or traded in on newer equipment in the process of moving.
- e. Obtain all identifying information on direct loss items including make, model, function, age and condition. Take photos of items.
- f. Secure estimates of the cost of relocating the specific identified items, including detach and reinstall costs.
- g. Determine the value of items for continued use at the displacement site. This may require a specialist appraisal.
- h. Coordinate with the business to sell property from the site in the manner likely to yield the highest net proceeds. Obtain all documents and receipts reflecting cost of sale.
- i. Secure data on purchase of substitute equipment including function, cost, delivery, setup, and installation charges. If item is traded in, obtain trade in value. Ask for copies of receipted invoices.
- j. Determine direct loss amount using information gathered in above steps.
- k. Advise displaced person of amount, and complete forms and documentation.

14. Low value/ high bulk. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of VPRA, the allowable moving cost payment shall not exceed the lesser of:

- a. The amount which would be received if the property were sold at the site; or
- b. The replacement cost of a comparable quantity delivered to the new business location.

The application of this move expense is at VPRA's discretion. The agency should only use this if it is willing to accept ownership and the ultimate cleanup costs of

the material. Generally, if VPRA requires the material to be moved by the owner, then this provision should not be used.

15. Impact fees or one-time assessments for anticipated heavy utility usage, as determined necessary by VPRA.

16. Searching for a replacement location. A displaced business, farm operation, or nonprofit organization is entitled to reimbursement for actual expenses, not to exceed \$2,500, as VPRA determines to be reasonable, which are incurred in searching for a replacement location, and includes expenses for:

- a. Transportation. A mileage rate determined by VPRA will apply to the use of an automobile.
- b. Meals and lodging away from home.
- c. Time spent searching, based on reasonable salary or earnings.
- d. Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such site.
- e. Time spent in obtaining permits and attending zoning hearings; and
- f. Time spent negotiating the purchase of a replacement site based on a reasonable salary or earnings.

Documentation for a move search claim will include expense receipts and logs of times, dates and locations related to the search.

17. Other moving related expenses that are not listed as ineligible in subsection B of this section, as determined to be reasonable and necessary.

B. The following items are ineligible for reimbursement as moving costs:

1. Any additional expense incurred because of operating at a new location except as provided as a business reestablishment expense;
2. Cost of moving structures, improvements, or other items of realty retained by the owner;
3. Physical changes to the real property at the replacement location of a business, farm or nonprofit organization except as provided for in subsection A of this section and 24 VAC 30-41-310 (Reestablishment Expenses);
4. Interest on loans to cover moving expenses;
5. Loss of goodwill;
6. Loss of trained or skilled employees, or both;
7. Loss of business or profits, or both; and
8. Personal injury.

15.4 Moves performed by a commercial mover

The PST Virginia will secure two independent bids or estimates from reputable and qualified moving companies, which VPRA may pay for if necessary. The movers will be provided with the certified inventory of all personal property to be moved. The bids should include the costs to disconnect, dismantle, pack, move, unpack, reassemble, and reinstall the personal property. Arrangements will be made for an inspection of the site from which property will be moved. Bids will be solicited with the understanding that VPRA has the right to reject any or all bids. It is incumbent upon the PST Virginia and the relocation agent to see that all bids received are based on the certified inventory and move specifications. The maximum payment will be limited to the lowest acceptable bid. The displaced person has the right to engage any moving company to accomplish the move, and VPRA will

pay the amount for the move supported by receipted bills not to exceed the amount of the approved low bid.

15.5 Self-moves

A. Businesses, farms and nonprofit organizations have the option of performing a self-move. When the regional relocation agent can obtain two acceptable bids or estimates from qualified moving firms based on the certified inventory, the owner may be paid the actual reasonable moving cost, not to exceed the amount of the low bid.

B. If such bids or estimates cannot be obtained, the business may submit a bid based on the actual, reasonable, and necessary expenses for a self-move. Labor is to be charged at the actual rates paid by the business, but not to exceed the rate charged by local moving firms for the same services. Receipts or other evidence of expenses must be submitted before payment is made to support actual cost.

C. For a low-cost or uncomplicated move, may be based on a single bid or estimate.

D. It is possible to have a business move in which part of the move is a self-move and another part is a professional move.

15.6 Reestablishment expenses

See 24 VAC 30-41-310.

15.7 Fixed payment in lieu of actual costs

See 24 VAC 30-41-320. Note also that Operating Expenses are not included in Administrative Expenses.

Steps in the Process To Determine Decision to Elect Fixed Payment:

1. Interview the business operator. Determine the critical relocation needs, including site, special permits, and clientele. Determine the intentions of the operator to relocate or discontinue operations. (Use VDOT Form RUMS RW-69A(1))
2. Tour the site with the business operator. Note specialized or complex equipment, inventory storage, offices.
3. Explain the full range of benefits including move expenses, reestablishment cost reimbursement, search expense reimbursement, etc.
4. Explain the In-Lieu payment benefit. If there is interest, secure information necessary for an eligibility determination (see 24 VAC 30-41-320(B)) and secure income information and necessary documents to verify income (see 24 VAC 30-41-320(F)).
6. Advise the displaced business operator of the preliminary determination of In-Lieu amount.
7. Ask for commitment after business operator has had opportunity to consider benefit options.
8. Assemble claim documentation as described in this § 15 of **Appendix F**. Send moving cost approval letter.

The Fixed Payment In-Lieu of Actual Cost will be particularly attractive to displaced businesses in the following circumstances:

1. Operator is contemplating retirement, or otherwise has decided to discontinue operations.
2. In-Lieu payment amount significantly exceeds cost of moving business.
3. Operator desires administrative simplicity of not having to support actual move.
4. Operator faces loss of clientele, and cash payment will help sustain business after relocation.

16 Replacement Housing Benefits

16.1 General

See 24 VAC 30-41-330.

16.2 Eligibility

See 24 VAC 30-41-340.

16.3 Partially Eligible Occupants

See 24 VAC 30-41-350.

16.4 Requirements to Receive Payment

A. In addition to length of occupancy provisions, the displaced person must occupy decent, safe, and sanitary housing, as defined in 24 VAC 30-41-30, within one year, beginning on the following dates:

1. Owner-occupant: The date on which the owner receives final payment for the acquired dwelling or in the case of condemnation, the date the full amount of the estimate of just compensation is deposited in the court, or the actual vacating date, whichever is later.
2. Tenant-occupant: The date on which the move occurs.

A displaced person who cannot occupy the replacement dwelling within the one-year time period because of construction delays beyond reasonable control, will be considered to have purchased and occupied the dwelling as of the date of the contract to purchase. The replacement housing payment under these conditions may be deferred until replacement housing is actually occupied.

B. Upon relocating, the displaced person must properly complete the appropriate application, VDOT Forms RUMS RW-65A(1), RW-65B(1), or RW-65C(1) to receive a replacement housing payment and submit it to the relocation agent. The application must be filed no later than six months after the expiration of the one-year period specified in subdivisions A.1 and A.2 of this section. The PST Virginia must countersign and date the application to show the date of its receipt. Where husband and wife both hold title to the property, or there is more than one owner-occupant, each owner must sign the application for payment. In the case of tenant-occupants, each must sign the application for payment.

C. The payment may be made directly to the displaced persons whose names are on the application for payment. On written instruction from a tenant-occupant, payment

may be made to the lessor for rent. For an owner-occupant, payment may be made to the seller or lending agency at closing on the replacement property. If payment is made at closing, it will be personally delivered by the relocation agent who will remain present to assure that the full purchase supplement amount is credited to the purchase of the replacement dwelling. If this is performed, the occupancy requirement will be considered met at the completion of closing, provided an Occupancy Agreement has been signed.

16.5 Inspection for decent, safe and sanitary housing

See 24 VAC 30-41-370.

16.6 Multiple occupancy of same dwelling unit

See 24 VAC 30-41-380.

16.7 Payment after death

A replacement housing payment is personal to the displaced person and upon his or her death the undisbursed portion of any such payment shall not be paid to the heirs or assigns, except that:

1. The amount attributable to the displaced person's period of actual occupancy of the replacement housing shall be paid.
2. Any remaining payment shall be disbursed to the remaining family members of the displaced household in any case in which a member of a family dies.
3. Any portion of a replacement housing payment necessary to satisfy the legal obligation of an estate in connection with the selection of a replacement dwelling by or on behalf of a deceased person shall be disbursed to the estate.

16.8 Insurance proceeds

To avoid duplication of compensation, the amount of any insurance proceeds received by a person in connection with a loss to the displacement dwelling due to a catastrophic occurrence (fire, flood, etc.) shall be included in the acquisition cost of the displacement dwelling when computing the price differential.

17 Replacement Housing Payments for Owner Occupants for 90 Days or More

17.1 General

See 24 VAC 30-41-390.

17.2 Eligibility

See 24 VAC 30-41-400.

17.3 Purchase supplement payment computation

A. Method.

1. The selection of a comparable dwelling will be determined by the relocation agent by analyzing at least three dwellings, (using VDOT Form RUMS RW-69B, Available or Acquired Replacement Housing), from the inventory of available housing, which are available on the private market and which meet the criteria of comparable replacement housing. Less than three comparables may be used for this determination when fewer comparable dwellings are available. The relocation agent performing the determination must provide a full explanation supporting the determination, including a discussion of efforts to locate more than one comparable. One comparable, from among those evaluated and considered, will be selected as the basis for the purchase supplement determination. The selection will be made by careful consideration of all factors in the dwellings being considered which affect the needs of the displaced person with reference to the elements in the definition of comparable replacement housing.

2. If comparable decent, safe, and sanitary housing cannot be located, after a diligent search of the market, or if the only housing available greatly exceeds comparable standards, the payment computation may be based on:

a. Available non-decent, safe, and sanitary replacement dwellings. In these cases, the maximum payment will be established by obtaining cost estimates from persons qualified to correct the decent, safe, and sanitary deficiencies and adding this amount to the probable selling price of the available replacement housing, or

b. The estimated cost of construction of a new comparable decent, safe and sanitary dwelling on a typical home site. To accomplish this, the regional relocation agent will contact at least two reputable home builders for the purpose of obtaining bids for the cost of constructing a comparable replacement dwelling on a typical home site and locate a residential lot that will accommodate the structure in a location applicable to the comparable replacement dwelling.

A displaced person will not be required to vacate the displacement dwelling until decent, safe, and sanitary comparable replacement housing has been made available.

B. Major exterior attributes. When the dwelling selected in computing the payment is similar, except it lacks major exterior attributes present at the displacement property such as a garage, outbuilding, swimming pool, etc., the appraised value of such items will be deducted from the acquisition cost of the acquired dwelling for purposes of computing the payment. No exterior attributes are to be added to the comparable. However, the added cost of actually building an exterior attribute at the replacement property occupied may be added to the acquisition cost provided major exterior attributes having the same function are found in the displacement property and in the comparable used to determine the maximum payment.

The following calculation shows how a purchase supplement is determined when a major exterior attribute is present:

Example

Major Exterior Attribute (swimming pool)

The appraiser assigned a \$5,000 contributing value for the pool, and a total property value of \$100,000. A comparable house, not having a pool, is listed for sale at \$105,000. The purchase supplement amount is computed below:

Comparable Dwelling \$ 105,000
 Displacement property value \$100,000
 Less value of the pool \$ 5,000
 Adjusted displacement property value \$ 95,000
 Purchase Supplement Amount \$ 10,000

[17.4 Highest and best use other than residential](#)

See 24 VAC 30-41-440.

[17.5 Mixed-use properties](#)

See 24 VAC 30-41-450.

[17.6 Partial take of a typical residential site](#)

See 24 VAC 30-41-460.

[17.7 Payment to occupant with a partial ownership](#)

See 24 VAC 30-41-470.

[17.8 Revisions to replacement housing amount](#)

See 24 VAC 30-41-480.

[17.9 Purchase of replacement dwelling](#)

See 24 VAC 30-41-410.

[17.10 Advance replacement housing payments in condemnation cases](#)

See 24 VAC 30-41-420.

[17.11 Increased interest payments](#)

A. General. Increased interest payments are provided to compensate a displaced person for higher increased interest costs required for financing a replacement dwelling. The increased interest payment will be allowed only when the dwelling acquired by VPRA was encumbered by a bona fide mortgage which was a valid lien on such dwelling for not less than 180 days before the initiation of negotiations. All bona fide mortgages on the dwelling acquired by VPRA will be used to compute the increased interest portion of the replacement housing payment. Home equity loans are valid mortgages on residential real property regardless of how the proceeds from

the loans are used. Therefore, they must be included in the computation. In the case of a home equity loan the unpaid balance shall be that balance which existed 180 days prior to the initiation of negotiations or the balance on the date of acquisition, whichever is less. When the property is secured with an adjustable rate mortgage, the mortgage interest rate that is current on the property as of the date of acquisition will be used in the computation. The displaced person will be advised of the approximate amount of this payment as soon as the facts relative to the person's current mortgages are known. The payment will be made at the time of closing on the replacement dwelling, so that the new mortgage can be reduced.

B. Payment computation. The computation of the payment for increased interest costs will be the amount which will reduce the mortgage balance on the replacement dwelling to an amount which could be amortized with the same monthly payment for principal and interest as that for the mortgage or mortgages on the displacement dwelling. The amount of the increased interest payment will be computed by the relocation agent, utilizing provisions of 49 CFR § 24.401 (d).

C. To whom payment is made. The increased interest amount can be paid to the displaced individual or family. On written instruction from the displaced person, it can be paid to the mortgagee of the replacement dwelling. Upon specific request, VPRA can make an advance payment into escrow prior to the displaced person moving.

The following calculation shows how this increased interest cost is determined:

Example:

Increased Mortgage Interest Payment

FACTS:

1. Outstanding balance – acquired dwelling mortgage \$43,210
2. Outstanding balance – replacement \$47,000
3. Remaining term, in months, acquired dwelling mortgage 212
4. Term, in months, replacement dwelling mortgage 360
5. Interest rate – acquired dwelling mortgage 7.5%
6. Interest rate – replacement mortgage 8.0%

DETERMINATION:

1. Monthly payment required to amortize a loan of \$43,210 in 212 months at an annual rate of 7-1/2% = \$368.38
2. Amount of reduced loan having a monthly payment of \$368.38 for 212 months at interest rate of 8% = \$41,749
3. Increased Mortgage Interest Payment: \$43,210 - \$41,749 = \$1,462

D. Partial acquisition.

1. When the displacement or the replacement dwelling is located on a tract larger than normal for residential use in the area, the interest payment will be reduced to the percentage ratio that the respective acquisition price bears to the value of the part of the property normal for residential use, except the reduction will not apply when the mortgagee requires the entire mortgage balance to be paid because of the acquisition and it is necessary to refinance.

2. Where a dwelling is located on a tract larger than normal for residential use in the area, the total mortgage balance will be reduced to the percentage ratio that the value of the residential portion bears to the before value for computational purposes. This reduction will apply whether or not it is required that the entire mortgage balance be paid.

E. Multi-use properties. The interest payment on the multi-use properties will be reduced to the percentage ratio that the residential value of the multi-use property bears to the before value.

F. Other highest and best use. If the dwelling is located on a tract where the fair market value is established on a higher and better use than residential and if the mortgage is based on residential value, the interest payment will be computed as provided in the appropriate sub-section above. If the mortgage is obviously based on the higher use, however, the interest payment will be reduced to the percentage ratio that the estimated residential value of the parcel has to the before value.

17.12 Incidental expenses (closing costs incurred in purchase of replacement dwelling)

See 24 VAC 30-41-500. Note also that the costs attributable to the mortgage should be limited to that amount necessary to obtain the same mortgage as that of the acquired dwelling.

17.13 Owner-occupant for 90 days or more who rents

A. An owner-occupant eligible for a replacement housing payment under this section who elects to rent a replacement dwelling is eligible for a rental replacement housing payment. The amount of a rent supplement will not exceed the amount the displaced family would have received had the family purchased replacement housing.

B. The payment is to be computed and disbursed in accordance with the provisions of 24 VAC 30-41-520 et seq., except that the present rental rate for the displacement dwelling will be the economic rent and the limit of \$7,200.00 does not apply.

C. An owner-occupant retains eligibility for a replacement housing payment if replacement housing is purchased and occupied within one year after the date of final payment is received for the acquired property or the actual vacating date from the displacement property, whichever is later. Further, eligibility to submit a claim for relocation benefits extends for 18 months from the date of final payment for the acquired property or the actual vacating date from the displacement property, whichever is later. An owner who initially rents replacement housing may later purchase and qualify for a replacement housing payment. The total amount of the rent and the purchase supplements, however, will not exceed the amount that would have been received if the displaced person had initially purchased replacement housing.

Steps in the Process

1. Determine the displaced person's eligibility for benefits.

2. Identify characteristics of the home and the family being displaced, by interview, and inspection of the premises. Use VDOT Form RUMS RW-69A, Characteristics & Needs of Displaced Individual or Family, to record information.
3. Determine essential requirements of comparable replacement housing for the displaced household, in terms of number of bedrooms and baths, and type of dwelling, location characteristics, special needs, such as one floor plan to accommodate elderly or disabled etc. Refer to the definition of "comparable replacement housing" in 24 VAC 30-41-30.
4. Conduct a search for comparable replacement housing, using resources such as contacts with brokers, published listings and personal observations. At least three dwellings meeting comparable criteria should be located and inspected to select the most comparable dwelling. Use VDOT Form RUMS RW-69B, Available or Acquired Replacement Housing.
5. Compute price differential using VDOT Form RUMS RW-62A, Determination of Purchase RHP.
6. Displaced person is advised of maximum Purchase Supplement amount, and the address of the most comparable dwelling through VDOT Form RUMS RW-65A, Offer of RHP.
7. Displaced person locates and contracts for purchase of a replacement dwelling, which includes a decent, safe, and sanitary clause, and arranges with assigned agent for a DSS (decent, safe and sanitary) inspection.
8. Relocation agent performs DSS inspection. Any deficiencies must be corrected before a claim for Purchase Supplement is submitted. Use VDOT Form RUMS RW-69B, Available or Acquired Replacement Housing.
9. Displaced person closes on purchase of replacement dwelling and executes claim for payment on VDOT Forms RUMS RW-65A(1), Application for Purchase Replacement Housing Payment (Owner-Occupant), or RW-65B(1), Application for Purchase Replacement Housing Payment (Tenant-Occupant).

18 Replacement Housing Benefits for Tenants

18.1 General

See 24 VAC 30-41-520.

18.2 Steps in the Process

The steps in the process to be performed by the relocation agent are essentially the same as for the owner purchase supplement. However, two additional data items must be determined for a displaced tenant.

1. Monthly gross income must be identified to determine if it is classified as "low income" to provide housing within their financial means. The relocation agent should explain the relevance of income and ask for verification by way of pay stubs, W-2 statements etc. If the displaced person declines to provide verification, the rent supplement should be based on rent actually paid.
2. Utility costs (heat, water, sewer, and electric) must be determined if they are not included in the rent. Utilities are a necessary cost of housing and thus part of the determination of the rental benefit. Utility costs (heat, water, sewer, and electric) are to be added to the rent for the displacement and the replacement dwellings to the extent they are not included in the rent. Information may be secured or verified by

billing statements or utility company records. If actual billings cannot be determined, the utility company may provide average costs for units of different types and sizes. If a comparable rental unit is available (same utilities, same size), the utilities are usually the same for the displacement dwelling and the comparable.

18.3 Payment computation

See 24 VAC 30-41-530, but note that the rental rates of comparable housing will be determined by the relocation agent.

18.4 Disbursement of rental replacement housing payment

At the relocation agent's discretion, the rental payment (if it is in the amount of \$7,200 or less), as determined in 24 VAC 30-41-530, may be paid in either a lump sum or in installments. If the rental payment is more than \$7,200 it shall be paid in installments. The full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing.

18.5 \$7,200 limit on offers

See 24 VAC 30-41-550.

18.6 Down payment benefit -- 90-day tenants

See 24 VAC 30-41-570.

18.7 Change of occupancy

See 24 VAC 30-41-610.

18.8 Section 8 Housing Assistance Program for low income families

See 24 VAC 30-41-580.

19 Mobile Homes

19.1 General

Mobile homes have special legal and physical characteristics as opposed to conventional housing types. Mobile home occupants are entitled to the same relocation benefits as apply to all other displaced persons. However, certain policy adjustments and special benefit determination methods need to be employed because of the following unique characteristics: 1. Eligibility - personalty vs. realty. A mobile home may have legal status as either real estate or personalty depending on factors such as the permanency of its fixture to the ground, its condition, and the intention of the owner in placing the mobile home on its present location.

An initial presumption should be made that a mobile home located on proposed right-of-way is personalty, and that the present owner will retain ownership and move the mobile home from the right-of-way. However, in some cases it will be clear that the unit is part of the real estate. For instance, the mobile home that is on a concrete foundation with basement and is on a professionally landscaped site would be considered real estate. In many cases the distinction is not clear. Legal advice may be secured from the assistant attorney general. Also, the regional manager should monitor mobile home personalty/realty determinations to assure that they are made on a fair and consistent basis.

A mobile home determined to be real estate will be acquired and the occupant, if the owner, will be provided relocation benefits as an owner-occupant.

A mobile home considered as personalty and not real estate may be acquired and relocation benefits provided as an owner occupant under the following circumstances:

- a. The structural condition of the mobile home is such that it cannot be moved without substantial damage or unreasonable cost;
- b. The mobile home itself is not and cannot economically be made a decent, safe and sanitary dwelling;
- c. The mobile home cannot be relocated because there is no available comparable replacement site; or
- d. The mobile home cannot be relocated because it does not meet mobile home park entrance requirements.

The determination as to whether to acquire an owner-occupied mobile home considered to be personalty should be made promptly after the first relocation contact has been made with the occupant. In making this determination, consideration must be given to whether the mobile home itself is not a decent, safe and sanitary unit because of its physical condition or its size.

Under the procedures outlined in this section, it is not intended that an offer be made by VPRA to acquire a mobile home simply because of required utility deficiencies such as hot and cold running water and septic system. Considering the above, if it is determined by the PST Virginia after consulting with VPRA General Counsel that VPRA has an obligation to offer to acquire the mobile home, the relocation agent is to contact several reputable mobile home dealers in the area to establish the amount that the mobile home would bring if offered for sale on the open market (salvage value or trade-in value, whichever is higher, shall be used when computing the price differential amount). Once this value is established and approved by the PST Virginia, the approved amount will be used for comparison against the amount established as necessary for the displaced person to purchase and relocate into a comparable decent, safe and sanitary replacement facility. Upon approval of the maximum replacement housing payment, an offer is to be made for the purchase of the mobile home. Simultaneously, the displaced person will be advised of the approved maximum replacement housing payment and the basis for establishing that amount. In the event the displaced person refuses VPRA's offer, the PST Virginia's files are to be so documented and no further attempt made to acquire the mobile home. This being the case, the mobile home occupant is to be advised of the Replacement Housing Payment which is the difference between the established value of the mobile home

and that amount necessary to acquire a comparable decent, safe and sanitary facility as computed above. Under these conditions the cost to move the mobile home is not an eligible expense.

If VPRA's offer to acquire the mobile home is accepted, the regional relocation agent must have the owner execute an agreement of sale. Upon delivery of the check to the owner, the regional office will obtain title to the mobile home, a bill of sale, an affidavit, or other proof of ownership. Upon relocation of the occupants, the disposal of the mobile home will be handled in the same manner as other acquired buildings.

2. Owner/tenancy status; mobile home and site. A characteristic unique to the mobile home payment computation is that there is often divided ownership of the dwelling unit and its site. A mobile home occupant may own the dwelling but rent the site. Conversely, an occupant may own the site and rent the dwelling unit. Relocation benefits will conform to this feature by treating the site and the dwelling separately for purposes of determining replacement housing benefits. This is discussed more fully in 24 VAC 30-41-630.

19.2 Mobile home park displacement

See 24 VAC 30-41-600.

19.3 Moving expenses

See 24 VAC 30-41-610.

19.4 Replacement housing payments; general

A. The ownership or tenancy of the mobile home, not the land on which it is located, determines the occupant's status as an owner or a tenant. The length of ownership and occupancy of the mobile home on the mobile home site will determine the occupant's status as a 90-day owner or tenant.

The mobile home must be occupied on the same site (or in the same mobile home park) for the requisite 90 days to make the occupant fully eligible for rent or purchase supplement benefits.

B. After the above eligibility determinations are made, the replacement housing payment is computed in two parts:

1. If the mobile home is being acquired, the purchase supplement or rent supplement payment is computed for the mobile home unit in accordance with the same procedures for any other dwelling unit.
2. The purchase supplement or rent supplement payment is computed separately for the mobile home site in accordance with normal procedures. The payment amount is limited to the maximums according to the displaced person's ownership or tenancy of the land.

The sum of the two parts computed above cannot exceed the maximum limitation of \$7,200 for 90-day tenant-occupants or \$31,000 for 90-day owner-occupants, unless last resort housing provisions in accordance with 24 VAC 30-41-650 et seq. are applicable.

Purchase supplement and rent supplement offers and payments will be computed in accordance with § 17 of this **Appendix F** (Replacement Housing Payments for Owner Occupants for 90 Days or More) and § 18 of this **Appendix F** (Replacement Housing Benefits for Tenants) of this chapter. The offer will set the maximum limit of the supplemental payment.

When determining the purchase supplement payment for an owner-occupant from a mobile home, the cost of a comparable is the reasonable cost of a comparable mobile home, including the site. When a comparable mobile home is not available, the supplement may be determined using a conventional dwelling.

If a mobile home requires repairs or modifications to permit its relocation to another site and the regional relocation agent determines that it would be practical to make the repairs or modifications, the cost of a comparable dwelling is the value of the displaced person's mobile home plus the cost to make the necessary repairs or modifications.

[19.5 Replacement housing payments; 90-day owner-occupant](#)

See 24 VAC 30-41-630, but note that all computations, including payment amounts, are to be made by the relocation agent.

[19.6 Replacement housing payment to tenants of 90 days or more](#)

See 24 VAC 30-41-640.

[20 Last Resort Housing](#)

[20.1 General](#)

See 24 VAC 30-41-650.

[20.2 Utilization of last resort housing](#)

See 24 VAC 30-41-660.

[20.3 Last resort housing plan](#)

See 24 VAC 30-41-670 but note that the relocation agent develops this plan and the VPRA General Counsel reserves the right to approve the plan when the computation exceeds an amount determined by him/her in his/her discretion.

[20.4 Last resort housing alternative solutions](#)

See 24 VAC 30-41-680 but note that in this case the constrained scheduling is VPRA's, not VDOT's.

20.5 Last resort housing disbursements

Rental assistance payments made to displaced persons who rent replacement housing under this section will be paid in installments either directly to the displaced person or to the landlord. Whenever special payment options are invoked, the file will be documented with the reasons for invoking these options. The full amount vests immediately, whether or not there is any later change in the person's income or rent, or in the condition or location of the person's housing. See also 24 VAC 30-41-710.

21 Records, Reports, Audits

21.1 Relocation records

See 24 VAC 30-41-720.

21.2 Moving expense records

See 24 VAC 30-41-730.

21.3 Replacement housing payment records

See 24 VAC 30-41-740.

21.4 Reports

See 24 VAC 30-41-750.

21.5 Virginia Relocation Quality Assurance Reviews

A. In order to ensure consistency and conformity of state and federal regulations in the implementation of the relocation program, reviews will be performed by the PST Virginia on a periodic basis as part of the right-of-way quality assurance review. The parcels selected for review should include residential occupants (both owners and tenants) and businesses and include region files and central office files. If the files indicate a need, interviews with the displaced persons will be conducted. These reviews are intended to identify areas of strength as well as weakness and to provide information necessary to establish training needs.

B. Upon completion of the review, a preliminary written report detailing the findings will be provided to the VPRA General Counsel for review. The VPRA General Counsel will be given an opportunity to meet with the PST Virginia to discuss details and corrective actions, if any, prior to the final report. The final quality assurance review report will also be submitted to the VPRA General Counsel.

22 Minimum Qualifications of Relocation Personnel

All assigned PAT personnel proposed to provide relocation services and benefits will have a minimum of 2 years experience in performing relocation in conformity with the Federal Uniform Relocation Act and its implementing Federal and Virginia regulations and policies.

Appendix G: Sales Comparable Data Sheets

AF 15

LAND COMPARABLE DATA SHEET

RW-225
Rev. 10/11

VDOT INFORMATION:

Data Assembled By: _____

PROPERTY IDENTIFICATION:

Address Number: _____ Street Name: _____ Route # _____
 County: <<(Project City County Name)>> State:VA Zip: _____
 Tax Map Number: _____
 Property Location Description: _____

TRANSACTION INFORMATION:

Sales Price: \$ _____ Adjusted Sales Price: \$ _____ Effective Sale Date: _____
 Size: _____ Acre Sq. Ft. Other: _____
 Price Per Unit \$ _____ / _____

Deed Book: _____ Page: _____ Consideration \$ _____
 Deed Type: _____ Deed Date: _____ Recordation Date: _____
 Grantor Name: _____
 Grantee Name: _____

PROPERTY DESCRIPTION and USE:

Zoning: _____
 Front Feet: _____ Dimensions: _____ Shape: _____
 Utilities: None Water Sewer Gas Electric Cable Telephone Other (*)
 Topography: Flat Gently Rolling Steep Mountainous Other (*)
 Vegetation: None Trees Grass Crops Other (*)
 (*)Comments: _____
 Present Use: Agricultural Residential Commercial Industrial Other (*)
 (*)Comments: _____

TRANSACTION CONFIRMATION:

The sale was confirmed with a party to the transaction (seller, buyer, etc.)? Yes No
 If No, state why and provide data source(s): _____
 Confirmed Name (1): _____ Relationship: _____ Date: _____
 Confirmed Name (2): _____ Relationship: _____ Date: _____
 Financing at Market Terms? Yes No Financing Comments (type, term, rate, etc.): _____
 Other Comments (i.e.: prior sales, seller concessions, etc.): _____
 Comparable Inspected? Yes No Date: _____

REVIEW INFORMATION:

Reviewer Name: _____ Comparable Approved? Yes No

AF 15

LAND COMPARABLE DATA SHEET

RW-225
Rev. 10/11

Tax Map/Pin# _____

Date Photo Taken: _____ Photo Taken By: _____

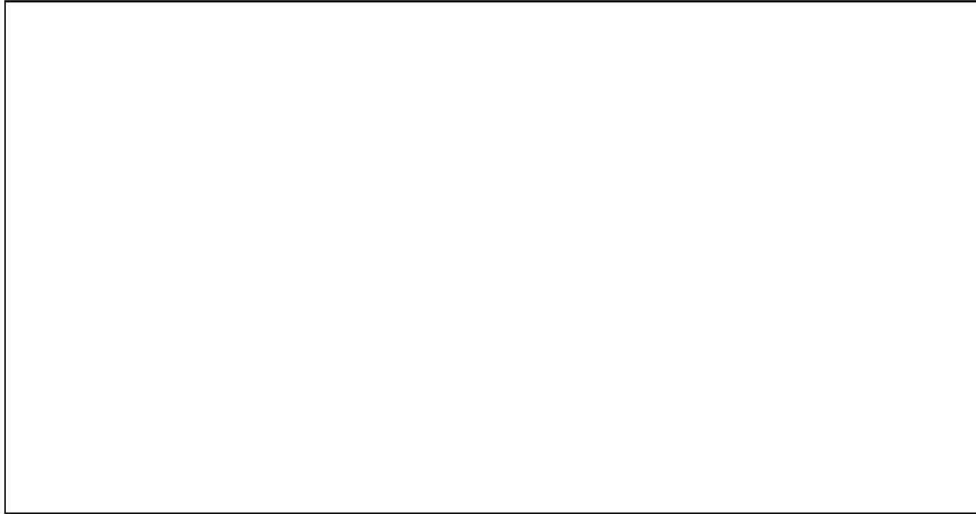


Photo #: _____ Photo Shows a View of: _____

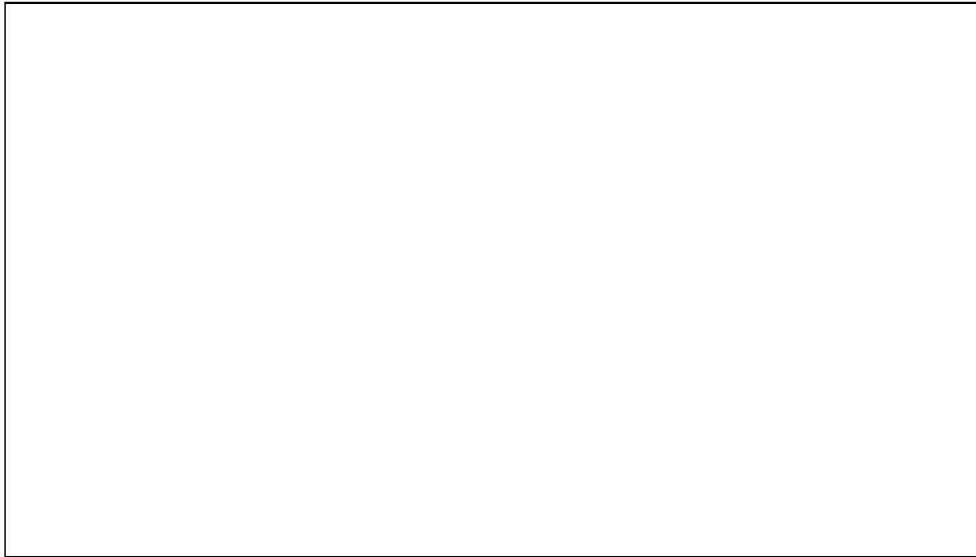


Photo #: _____ Photo Shows a View of: _____

AF 15

LAND COMPARABLE DATA SHEET

RW-225
Rev. 10/11

Sketch/Plat—Tax Map/Pin # _____

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to enter data related to the land comparable data sheet.

AF 16

IMPROVED RESIDENTIAL COMPARABLE DATA SHEET

RW-225
Rev. 10/11

VDOT INFORMATION:

Data Assembled By: _____

PROPERTY IDENTIFICATION:

Address Number: _____ Street Name: _____ Route # _____
 County: <<(Project City County Name)>> State: VA Zip: _____ Tax Map Number: _____
 Property Location Description: _____

TRANSACTION INFORMATION:

Consideration \$ _____
 Deed Book: _____ Page: _____ Consideration \$ _____
 Deed Date: _____ Recordation Date: _____
 Grantor Name: _____
 Grantee Name: _____

PROPERTY DESCRIPTION and USE:

Total Land Area: _____ = _____ Acre Sq. Ft. Other _____
 Zoning Classification: _____ Improvements Conform to Zoning Regulations: Yes No N/A

	Public	Other (Describe)	OFF SITE IMPROVEMENTS	DESCRIPTION
Electric	<input type="checkbox"/>	_____	Street Access: <input type="checkbox"/> Public <input type="checkbox"/> Private	Topo _____
Gas	<input type="checkbox"/>	_____	Street Surface: _____	Size _____
Water	<input type="checkbox"/>	_____	Maintenance: <input type="checkbox"/> Public <input type="checkbox"/> Private	Shape _____
San. Sewer	<input type="checkbox"/>	_____	Storm Sewer <input type="checkbox"/>	View _____
Cable TV	<input type="checkbox"/>	_____	Curb/Gutter <input type="checkbox"/>	Drainage _____
Septic	<input type="checkbox"/>	_____	Other (e.g., lights): _____	
Land in a FEMA Special Flood Hazard Area: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Comments (e.g. site improvements, flood hazard, etc.): _____				

IMPROVEMENTS

Sources Used for Physical Property Characteristics: MLS Assessment/Tax Records
 Prior Inspection Owner Other: _____

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION		
No. of Units _____	Foundation _____	Slab _____		
No. of Stories _____	Exterior Walls _____	Crawl Space _____		
Type (Det./Att.) _____	Roof Surface _____	Basement _____		
Design _____	Gutters/Dwnspts _____	HEATING _____	COOLING _____	
Age (Yrs.) _____	Window Type _____	Type: _____	Type: _____	
Feet from R/W _____	Manufactured House _____	Fuel: _____	Fuel: _____	

Finished Area above grade: ___ Rooms ___ Bedroom(s) ___ Bath(s) _____ SF of Gross Living Area
 Basement Area: ___ Rooms ___ Bedroom(s) ___ Bath(s) _____ SF ___% Finished
 Comments (e.g. site improvements, accessory buildings, flood hazard, etc.): _____



AF 16

IMPROVED RESIDENTIAL COMPARABLE DATA SHEET

RW-225
Rev. 10/11

AMENITIES

Patio _____
 Deck/Porch _____
 Fireplaces(s) _____
 Pool _____
 Fence _____

PARKING

Driveway: _____
 Garage # Cars _____
 Carport # Cars _____

TRANSACTION CONFIRMATION:

The sale was confirmed with a party to the transaction (seller, buyer, etc.)? Yes No

If "No", state why and provide data source(s): _____

Confirmed Name (1): _____ Relationship: _____ Date: _____

Confirmed Name (2): _____ Relationship: _____ Date: _____

Comparable Inspected? Yes No Date: _____

Financing at Market Terms? Yes No Financing Comments (type, term, rate, etc.): _____

Other Comments: _____

REVIEW INFORMATION:

Reviewer Name: _____ Comparable Approved? Yes No

AF 16

IMPROVED RESIDENTIAL COMPARABLE DATA SHEET

RW-225
Rev. 10/11

Tax Map/Pin#: _____

Date Photo Taken: _____

Photo Taken By: _____

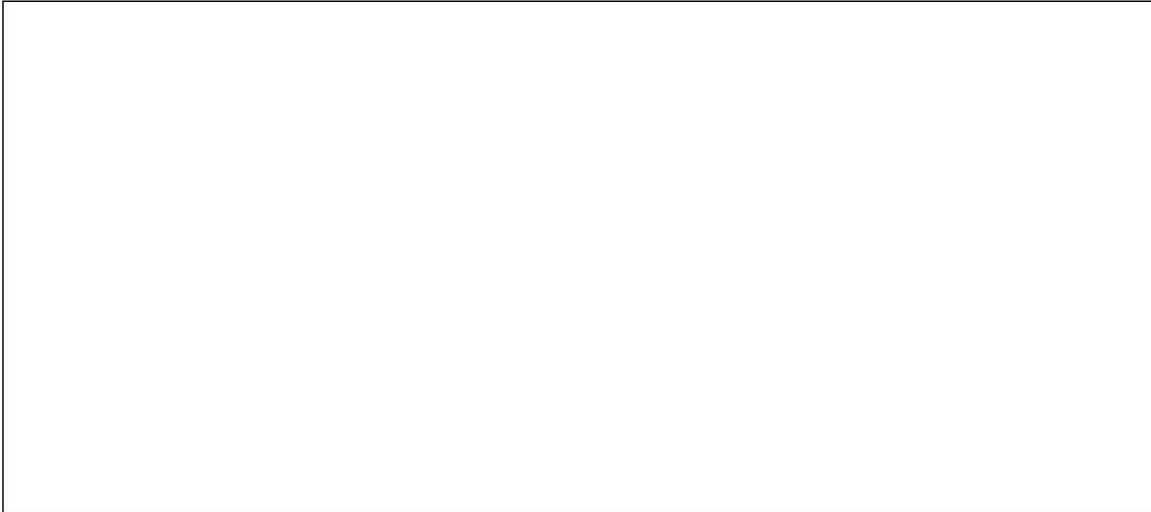


Photo #: _____ Photo Shows a View of: _____



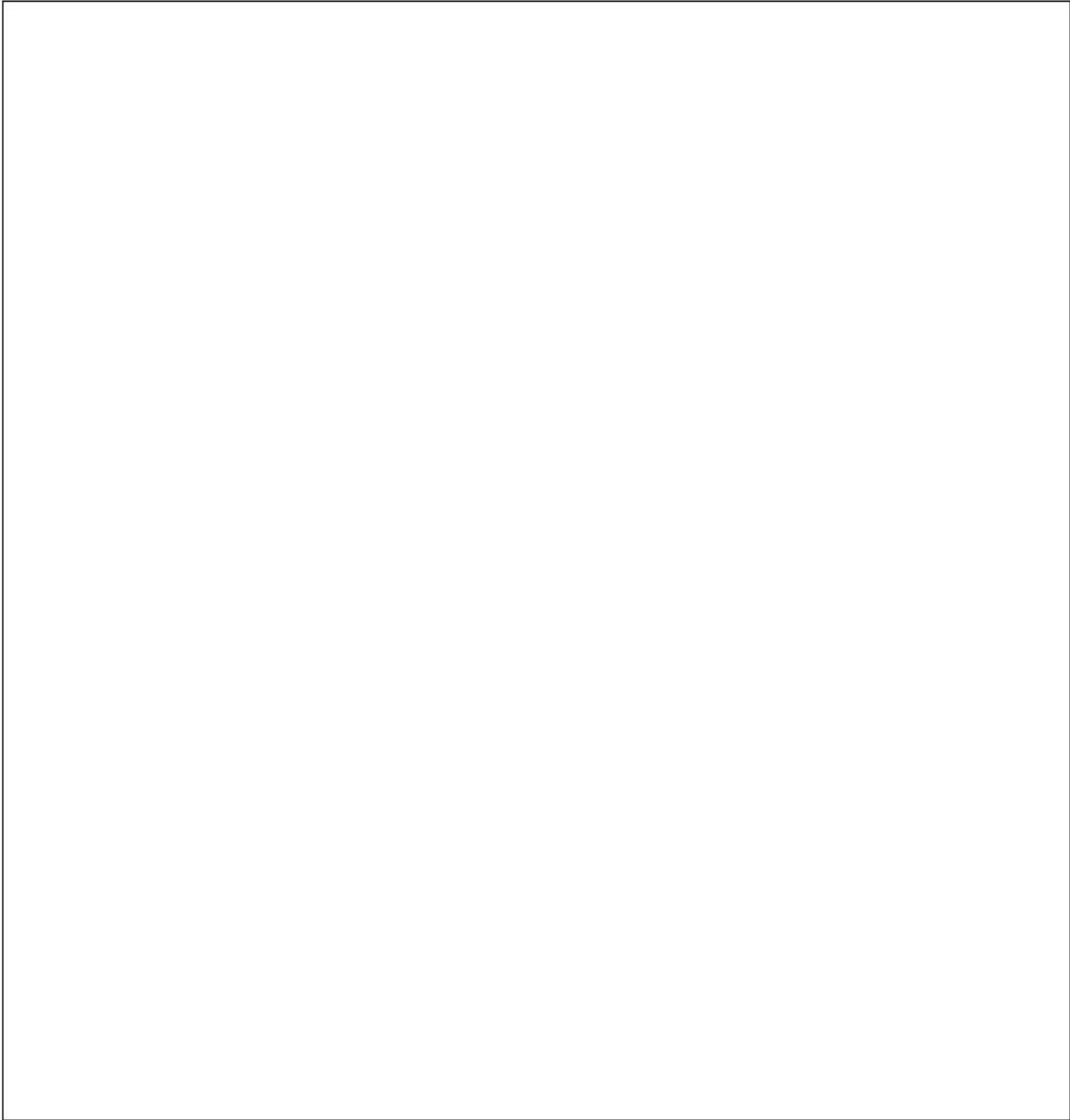
Photo #: _____ Photo Shows a View of: _____

AF 16

IMPROVED RESIDENTIAL COMPARABLE DATA SHEET

RW-225
Rev. 10/11

Sketch/Plat — Tax Map/Pin#: _____



AF 17

RW-225
Rev. 10/11

IMPROVED COMMERCIAL PROPERTY COMPARABLE DATA SHEET

VDOT INFORMATION:

Data Assembled By: _____

PROPERTY IDENTIFICATION:

Address Number: _____ Street Name: _____ Route # _____
 County: <<(Project City County Name)>> State: VA Zip: _____
 Tax Map Number: _____
 Property Location Description: _____

TRANSACTION INFORMATION:

Consideration: \$ _____ Adjusted Sales Price: \$ _____ Effective Sale Date: _____
 Site Size: _____ Acre Sq. Ft. Other: _____
 Building Size: _____ Price Per Unit: \$ _____ / _____
 Deed Book: _____ Page: _____ Deed/Instrument Type: _____ Deed Date: _____ Recordation Date: _____
 Grantor Name: _____
 Grantee Name: _____

INCOME INFORMATION

Income producing property? Yes No Owner Occupied? Yes No Total # of Tenants at Sale: ____
 At the time of sale, the market was: Appreciating Stable Declining
 Contract Rental Rates Range From: \$ _____ to \$ _____
 Describe Contract Rents: _____
 Describe Concessions: _____
 Describe Expense: _____

PROPERTY DESCRIPTION and USE:

Total Land Area: _____ = _____ Acre Sq. Ft. Other _____
 Zoning Classification: _____ Improvements Conform to Zoning Regulations: Yes No N/A
 Present Use: Apartment Retail Office Hotel Industrial Other: _____
 Comments: _____

	Good	Avg.	Fair		Good	Avg.	Fair		Good	Avg.	Fair
Access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Visibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Street Frontage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shape	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Parking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Traffic Pattern/Volume	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trans Linkages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								

Comments: _____
 Excess Land? Yes No If "Yes", is it developable? Yes No
 Comments: _____
 Construction Type: _____ # Buildings: ____ # Stories: _____ Year Built: _____
 Actual Age: _____
 Bldg. Efficiency Ratio: ____ Floor Area Ratio% ____ Sprinkler: Yes No
 Ground Coverage Ratio: ____% # Overhead Doors: __ Height: _____ # Delivery Bays: ____
 General Description of the Improvements, Rating and Comments: _____
 Describe Property's Marketability: _____



AF 17

IMPROVED COMMERCIAL PROPERTY COMPARABLE DATA SHEET

RW-225
Rev. 10/11

TRANSACTION CONFIRMATION:

The sale was confirmed with a party to the transaction (seller, buyer, etc.)? Yes No If No, state why and provide data source(s): _____

Confirmed Name (1): _____ Relationship: _____ Date: _____

Confirmed Name (2): _____ Relationship: _____ Date: _____

Sales Price: \$ _____ Adjusted Sales Price: \$ _____ Effective Sale Date: _____

Comparable Inspected? Yes No Date: _____ Financing at Market Terms? Yes No

Financing Comments (type, term, rate, etc.): _____

Other Comments: _____

REVIEW INFORMATION:

Reviewer Name: _____ Comparable Approved? Yes No

AF 17

IMPROVED COMMERCIAL PROPERTY COMPARABLE DATA SHEET

RW-225
Rev. 10/11

Tax Map/Pin#: _____

Date Photo Taken: _____ Photo Taken By: _____

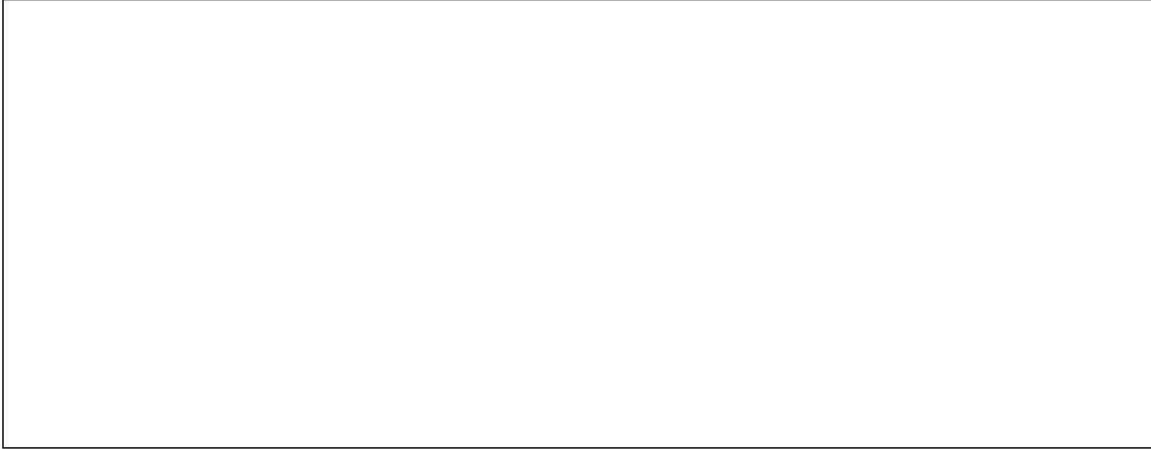


Photo #: _____ Photo Shows a View of: _____

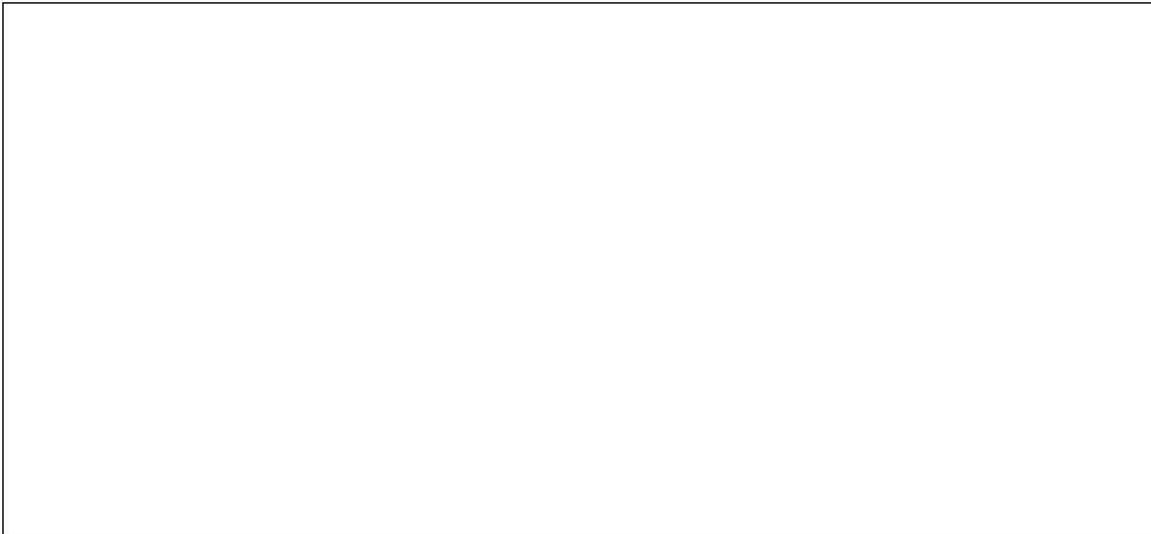


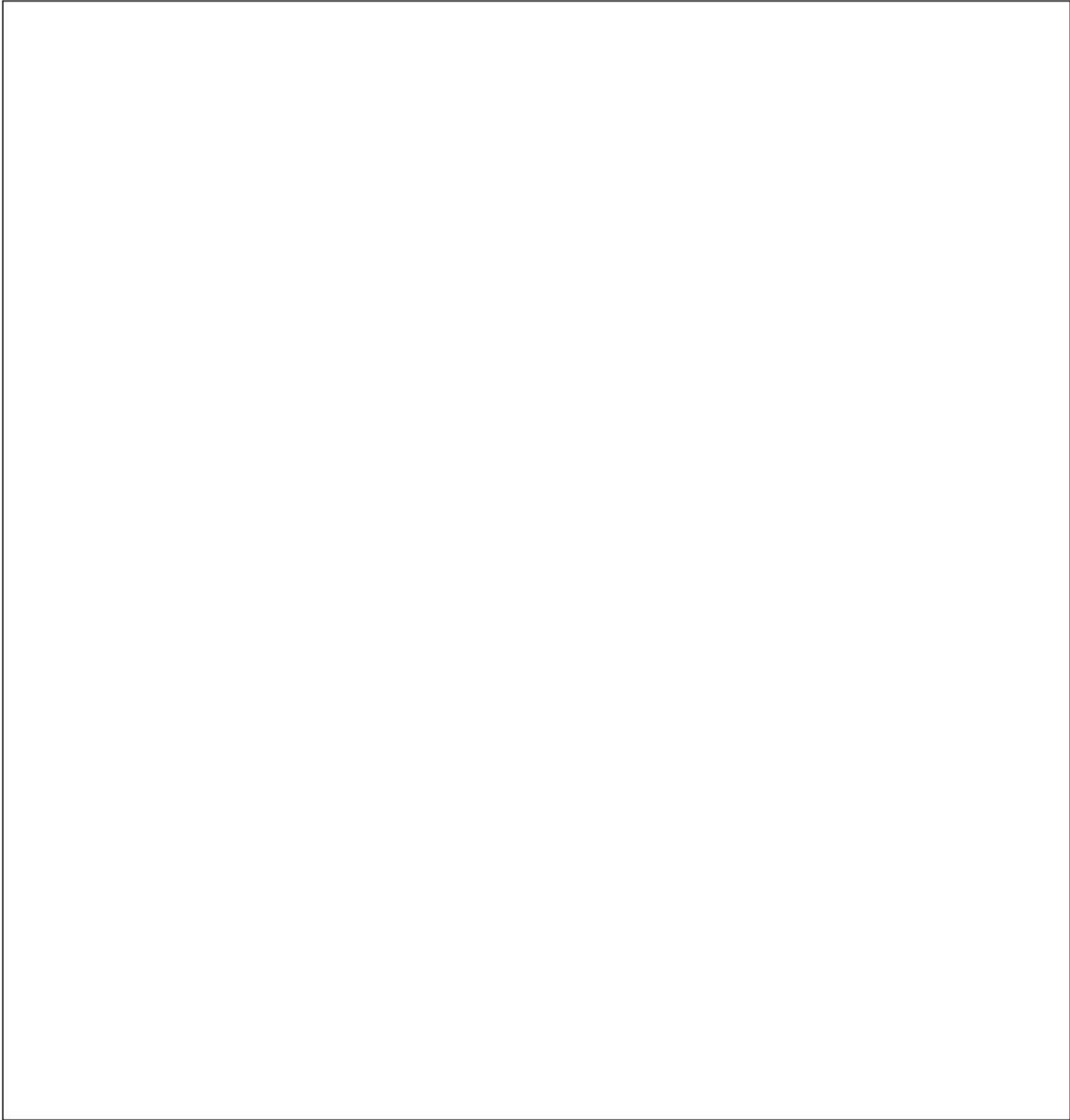
Photo #: _____ Photo Shows a View of: _____

AF 17

IMPROVED COMMERCIAL PROPERTY COMPARABLE DATA SHEET

RW-225
Rev. 10/11

Sketch/Plat—Tax Map/Pin#: _____



Appendix H: Right-of-Way Acquisition Schedule

Task #	Name	Lead Team or Entity	Duration	Start	Finish	Dependencies (after)	Depends on
	Project name	VPRA Right of Way - A4T project - DRAFT 6-24-24					
	Project manager	Joe Jagdmann					
	Project start date	12/26/2022					
	Project finish date	8/1/2025					
	Duration	597 days					
	% complete	22%					
	Exported on	6/24/2024					
Task #	Name	Lead Team or Entity	Duration	Start	Finish	Dependencies (after)	Depends on
1	Identify utility impacts	HDR, CSXT, Design, Kimley	137.88 days	4/20/2023	10/30/2023	7	
2	Benesch 100% ROW plans	CSXT, Benesch	35 days	3/13/2024	4/30/2024	11, 12	
3	Prepare, review and revise field surveys	Design, VHB	231 days	10/16/2023	9/2/2024	4, 7, 13-17	
4	CSXT review of field surveys	CSXT	23 days	9/3/2024	10/3/2024	13, 14-17	3
5	Prepare, review and revise titles	Legal, Kimley, PAT	154 days	12/29/2023	7/31/2024	7, 13-17	
6	Ph. 1 and Ph. 2 ESAs complete	Design, Kimley	77 days	12/29/2023	4/15/2024	7, 13-17	
7	Prepare and review appraisals	Legal, Kimley, PAT	62 days	9/3/2024	11/27/2024	13, 14-17	1, 3, 5, 6
8	Prepare Section 4(f) modification	Kimley, Environmental	12 days	5/15/2024	5/30/2024	9, 10	
9	Send Section 4(f) modification to City	Kimley, Environmental	9 days	6/3/2024	6/13/2024	10	8
10	Negotiate Section 4(f) modification with City	Kimley, Environmental	110 days	6/14/2024	11/14/2024	11, 12	8, 9
11	Prepare and submit NEPA reevaluation	Design, Permitting, Kimley, Legal	14 days	11/15/2024	12/4/2024	12, 13, 14	2, 10
12	Obtain NEPA reevaluation approval	Permitting, Kimley	85 days	12/5/2024	4/2/2025	13, 14	2, 10, 11
13	Conduct private party negotiations	PAT, Kimley, Legal	69 days	4/3/2025	7/8/2025	15, 6, 17	3, 4-7, 11, 12
14	Negot. right of way docs with public entities	Legal, Kimley	87 days	4/3/2025	8/1/2025	17	3, 4-7, 11, 12
15	Close private party acquisitions by agreement	PAT, Legal, Kimley	18 days	7/9/2025	8/1/2025	17	3, 4-7, 13
16	File VPRA Petitions in Condemnation	VPRA	18 days	7/9/2025	8/1/2025	17	3, 4-7, 13
17	Obtain possession of all parcels	PAT, Legal, Kimley	0 days	8/1/2025	8/1/2025		3, 4-7, 13-16