INSERT DATE

INSERT PROPERTY OWNER'S NAME

INSERT PROPERTY OWNER'S ADDRESS

**Offer Letter**

Project Title: INSERT PROJECT TITLE

Parcel No.: INSERT PARCEL NO.

Federal Aid No: INSERT FED AID NO.

Dear INSERT PROPERTY OWNER'S NAME:

The INSERT AGENCY NAME (Agency) plans to proceed with the above-titled public project. ADD BRIEF PROJECT DESCRIPTION

The purpose of this letter is to notify you of the following:

* The Agency’s interest in acquiring your property and/or property rights for this project.
* The Agency’s determination of just compensation for your property and/or property rights.
* The basic protections afforded to you by law.

As outlined below, the Agency has established an amount it believes is just compensation based on the market value estimated for your property. The Agency’s offer is as follows:

|  |  |  |
| --- | --- | --- |
| Land Conveyed Fee: | SF | $ |
| Access Rights |  | $ |
|  |  |  |
| Lands Conveyed Easement: | SF | $ |
| Temporary Easement: | SF | $ |
| Temporary Easement  Term Extension | SF | $ TBD |
|  |  |  |
| Improvements |  | $ |
| Damages |  | $ |
| Other |  | $ |
|  |  |  |
| **Total Amount (Rounded)** |  | **$\_\_\_\_\_\_\_\_\_\_** |

Note: Delete lines not relevant to the acquisition.

*Select* ***ONE*** *of the following options as it applies to the method of valuation and the Agency’s Approved Procedures. Delete the options that aren’t applicable.*

*Option 1-Waiver Valuation up to $15,000*

The offer of just compensation is based upon market research and is used when the property rights being acquired involve compensation of less than $15,000. Accordingly, an appraisal has not been completed on this property.

*OR*

*Option 2-Waiver Valuation of $15,001 to $35,000*

The offer of just compensation is based upon market research, which is used when the property rights being acquired have compensation of less than $35,000. Accordingly, an appraisal has not been completed on this property. **You have the legal right to request that the Agency appraise your property. If you feel an appraisal is necessary, the Agency will have one prepared.**

*OR*

*Option 3-Appraisal & Appraisal Review*

Your property has been examined by a qualified appraiser and appraisal reviewer who have carefully considered all the elements which contribute to the market value of your property. You, or your designated representative, were provided with an opportunity to accompany the appraiser and appraisal reviewers on all inspections of your property. By law, the appraisers and appraisal reviewers must disregard any general increase or decrease in value caused by the project.

***Note:*** *If a property acquisition is subject to multiple interests (future/possessory) consult with your legal counsel to determine if your agency is required to provide the written offer to all parties of interest in the real property rights to be acquired. Refer to RCW 8.08.010 for counties and RCW 8.12.100 for cities).*

***Optional Clauses (delete those that do not apply):***

Uneconomic Remnant:

The Agency has determined that the remaining portion of your property not needed for the project is of little to no economic value. Therefore, the Agency is offering to purchase the remainder of your property for $INSERT REMAINDER VALUE along with the portion needed for the project. You are not obligated to sell the remainder to the Agency.

*Special Benefits. Copies of RCW Chapter 8.25.210 through 8.25.260 need to be attached to the owner's copy of the Offer letter, and add:*

The Agency’s appraiser and review appraiser concluded that the completion of this project enhances the market value of your remaining property in the amount of $INSERT ITEM 1 TOTAL FROM BELOW, therefore, special benefits in the amount of $INSERT ITEM 2 FROM BELOW have been deducted in computing the offer. You are not required to accept the Agency’s determination that a special benefits offset is appropriate regarding your property. Should this case proceed to an eminent domain action, RCW Chapter 8.25.210 through 8.25.260 outline options available related to addressing special benefits. **The undersigned specialist is not authorized to explain or discuss the options provided in the statutes.** If you require assistance or interpretation, the Agency advises that you seek counsel of your choice.

Item 1: ENTER THE TOTAL AMOUNT OF SPECIAL BENEFITS AS SHOWN ON THE APPROVED DETERMINATION OF VALUE

Item 2: ENTER THE TOTAL AMOUNT OF SPECIAL BENEFITS THAT HAVE BEEN DEDUCTED IN COMPUTING THE OFFER *Note: This amount cannot exceed the total of the market value of the property being acquired and the amount of damages, if any, to the remainder of the property.*

*Salvage Improvements affected and approved in advance:*

If you choose to keep the improvements and remove them from the site, you may acquire the right to salvage these improvements by paying the salvage value of $INSERT SALVAGE VALUE and by posting a performance bond of $INSERT PERFORMANCE BOND AMOUNT. Both of these may be paid by deducting them from the amount of the purchase price offered.

*Acquisition will result in the displacement of person or personal property:*

The Agency has determined that the project will displace you, your tenants, or your personal property. By law, you are eligible for relocation assistance consistent with state and federal law and have rights. Owners and tenants of dwellings, businesses, farm operations, or nonprofit organizations being displaced cannot be required to move from the referenced property without being given a written assurance of at least 90 days prior to the date by which they will be required to vacate the property. The Agency will provide this assurance as well as additional information regarding your eligibility in forthcoming relocation letter entitled, "Notice of Relocation Eligibility, Entitlements, and 90-Day Assurance". Occupancy of the property beyond the date the Agency acquires possession will require that a rental agreement be signed and rent be paid. If the occupant vacates the property within 30 days after the "payment date", the Agency will refund all prepaid rent.

*Tenants in occupancy and the owner's salvaged improvements or personalty is to be removed:*

By execution of a rental agreement with the Agency, you will be permitted a reasonable length of time to salvage improvements and/or to remove personal property after the date the property is vacated by any tenants now occupying or using the property.

*If access to a remainder is by a frontage or service road to be constructed:*

The Agency’s plan provides for access to your remaining property by a roadway to be constructed. This offer is based on that premise. You are hereby informed, however, that construction of said roadway may be delayed until after construction of the main roadway itself. In the interim, you will be provided with temporary access directly to the main roadway. This temporary access will be closed and cease to exist when said roadway is constructed and operational.

*If acquiring residential properties:*

RCW 64.06 provides for a disclosure statement from sellers of residential property including multi-family dwellings up to four units and condominiums unless the Purchaser elects to waive the necessity of said statement. The Agency, as Purchaser of your property, does hereby waive the necessity of your providing the disclosure statement.

*If impacting a septic system, well, or similar improvement:*

The acquisition of the needed property rights depicted on the enclosed Right-of-Way plan sheets will impact your existing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As a result, you will need to (*replace your septic system or drainfield, connect to the existing sanitary sewer system, replace your well, etc.)*. The estimated cost to cure your \_\_\_\_\_\_\_\_\_\_\_\_\_ is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Agency will provide payment for actual costs upon submission of invoices or receipts for work performed, provided that the actual costs are in line with the estimated costs, or have been pre-approved by the Agency. This would be in addition to the amount offered in this letter for the purchase of needed property or property rights.

*If there are Federal Funds in any phase of your project, the following Eminent Domain paragraph MUST be included:*

If a mutually agreeable settlement is not reached, the Agency, acting in the public interest, will use its right of eminent domain to acquire property for public use. In conformity with the Washington State Constitution and laws, the Agency’s legal counsel will file a condemnation suit to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for the property*.* This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

*Early acquisition Option 4-Federally Funded (Stand-alone Project), acquisition in advance of NEPA approval, delete the eminent domain paragraph above* ***and*** *add the following:*

This offer is being made on a willing buyer/willing seller basis. If you decide to accept the offer, the Agency will pay all closing costs including the Real Estate Excise Tax on this transaction. If you decide to reject the offer, then the Agency will notify you in writing that this offer will be withdrawn*.*

*The statutory evaluation allowance of $750 is only required when offering to purchase the property under the threat of eminent domain. However, the agency may choose to offer it regardless. Refer to Chapter 25 in the LAG for clarification and guidance:*

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

*These paragraphs are used with tenant owned improvements. (Separate offers will be made to the tenant for the tenant owned improvements considered to be part of the real estate and to the owner for fee owned improvements and the land. Separate settlements will not be made without all parties to the transaction being in agreement. If the parties are not in agreement, the Agency will need to work with their legal counsel on how to proceed.*

Although the Agency has provided a summary of the elements of its offer, state law provides for a lump-sum determination of the total amount of damages which should result to all persons, tenants, and encumbrancers who have an interest in the property being acquired (RCW 8.04.110). The Agency is willing to enter into separate settlements for the separate items that are being acquired or damaged when all parties have agreed to their separate settlements.

Both (property owner) and (sign owner or lessee) must take part in the final settlement of this property acquisition. Payment for your property interest will be made available to you as a lump-sum approximately 45 days after you accept the Agency’s offer, provided that there are no delays in closing the transaction. If the parties decide on a distribution amount owed to each of them, the Agency will provide separate payments upon the request of all parties. The date on which payment is made available to you is called the “Payment Date.” On that date, the Agency becomes responsible for the control and management of the property and/or property rights purchased.

***End of Optional Clauses***

The Internal Revenue Service (IRS) requires that the Agency obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction.

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after acceptance of the Agency’s offer, provided that there are not delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, the Agency becomes the owner of the property rights purchased and responsible for its control and management.

If you have personal property presently located on the property being acquired by the Agency that needs to be moved, the Agency will reimburse you for the cost of moving it through the Relocation Assistance program.

Enclosed please find the following:

* Transportation Needs and You Brochure (explaining the Right of Way acquisition process)
* A plan sheet showing the property rights needing to be acquired
* A copy of the valuation of your property
* The necessary legal documents for the transferring of the property or property rights.
* W-9 per IRS requirements

Note: Any other items enclosed need to be added to this list.

This letter has been sent to provide a concise statement of Agency’s offer and summary of your rights. Please feel free to direct any questions you may have to the undersigned. Thank you for your time and consideration.

Sincerely,

INSERT SPECIALIST'S NAME

SPECIALIST TITLE

INSERT AGENCY NAME

INSERT SPECIALIST'S ADDRESS

INSERT SPECIALIST'S PHONE NO. AND FAX NO.

INSERT SPECIALIST'S EMAIL ADDRESS

Enclosures

**Acknowledgment of receipt of Offer Letter**

Signature: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signature above does not mean acceptance or rejection of offer.*