

## LOCAL TRANSPORTATION CORRIDOR PRESERVATION FUND PROCESS

1. The project is on a priority list. This list has been prepared and approved by the county body which levied the \$10 vehicle registration fee (hereafter called the COG).
2. The city identifies a particular parcel on the project that they would like to purchase.
3. The designated city representative meets with the property owner to see if they are a willing seller.
4. If the property owner agrees to sell, the city orders a property appraisal. The appraiser should be listed on the current UDOT Consultant Services Right of Way Services and Local Government Pool (<http://www.udot.utah.gov/main/uconowner.gf?n=14847302578685475>).
5. The city submits the following to the COG:
  - Local Transportation Corridor Preservation Fund Application (sample attached)
  - Property appraisal.
  - Property appraisal review.
6. The application is reviewed by a COG staff member(s). The reviewed application is presented to the COG for recommendations. This may be a multi-step process.
7. The Washington County Commission approves/disapproves the application.
8. The city representative makes a written offer to the property owner. This should include the following documentation:
  - Offer to Purchase (sample attached)
  - Statement of Just Compensation (sample attached)
  - Advanced Acquisition Right-of-Way Contract (sample attached)
  - Voluntary Acquisition Acknowledgment (sample attached)
  - Executive Summary of Property Owner Rights (sample attached)
  - Copy of the property appraisal (optional)

### Acquisition Notes:

- Property purchases made in excess of \$10,000 must be closed using a title company listed on the current UDOT pool.
  - The acquisition price cannot exceed the appraised value of the property.
  - The property owner is required to pay roll-back taxes. He/she must also provide the city with an Owner's Policy of Title Insurance.
9. Acquisition information prepared by the title company must be approved by a city representative prior to closing. This review should include, but not be limited to, looking for liens or extraordinary exceptions such as a clouded title.
  10. Once the property owner signs the acquisition paperwork, a payment request package is submitted to the UDOT Comptroller's office by the Washington County's staff. This package should include: 1) the documents detailed in steps five and eight, 2) a HUD agreement prepared by the title company, and 3) an official letter requesting release of funds. If possible, this package should be submitted electronically, either through email attachments or using a storage device (disk or thumb drive).
  11. After review by the UDOT Right-of-Way (ROW) department, the funds are released to the title company (from the Local Corridor Preservation Fund). Once the acquisition process has been completed, the title company sends recording information to Washington County and applicant.

## FAQ's

1. Property purchased by the Highway Authority (City) in excess of what is needed for the transportation corridor will be subdivided and sold by the applicant. The excess property is to be held jointly with the applicant (City) and the Washington County COG. The money from such sale will be returned to the local transportation corridor preservation fund held by Washington County.
2. Homes purchased in a hardship situation will be held in ownership by the applicant and may be leased to a local housing authority until such time as the property is needed for the corridor.
3. All local government acquisitions should be made in adherence to FHWA policies and procedures. These policies are presented in the FHWA Real Estate Acquisition Guide for Local Public Agencies ([www.fhwa.dot.gov/realestate/lpaguide/index.htm](http://www.fhwa.dot.gov/realestate/lpaguide/index.htm)).

**Local Transportation Corridor Preservation Fund Application**  
**Washington County Council of Government (COG)**

1. Date: \_\_\_\_\_
2. Name of applicant Highway Authority: \_\_\_\_\_
3. Name and phone # of applicant contact person: \_\_\_\_\_
4. Is the highway project/corridor currently listed in the Washington County COG's Prioritization List?  
Yes \_\_\_ No \_\_\_
5. Is the highway project/corridor consistent with the MPO, RPO plans, and Washington County Master Plan? Yes \_\_\_ No \_\_\_  
  
If yes, is the property listed on either the Dixie MPO Regional Transportation Plan, the RPO Plan, or the Washington County Master Plan? \_\_\_\_\_
6. Does the applicant have a property acquisition policy/ordinance in place that is consistent with the federal acquisition/relocation requirements? Yes \_\_\_ No \_\_\_
7. Does the applicant/community have an access management policy/ordinance in place?  
Yes \_\_\_ No \_\_\_ If yes, provide documentation or reference.
8. Is the owner willing to sell? Yes \_\_\_ No \_\_\_

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**If you haven't answered yes to #'s 4-8, do not continue!**

9. What specifically is the problem to be solved? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. Why is it necessary to buy this property? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
11. How will the purchase solve the problem? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. Is corridor preservation possible, using planning and zoning ordinances rather than through property acquisition? \_\_\_\_\_
13. How much funding is the applicant requesting from the Washington County COG? \$ \_\_\_\_\_
14. Are matching funds from a public or private source available for this project? Yes \_\_\_ No \_\_\_  
  
If yes, how much is available? \$ \_\_\_\_\_ from whom \_\_\_\_\_

15. Are State Corridor Funds available to be used on this project? Yes \_\_\_ No \_\_\_
16. Is the municipality willing to use impact fees or require exaction for the project? Yes \_\_\_ No \_\_\_
17. Is the municipality willing to accept partial funding for the project? Yes \_\_\_ No \_\_\_
18. Is the property listed on the municipal/county master plan? Yes \_\_\_ No \_\_\_
19. Has the municipality completed or is willing to complete recommended studies and impact acquisition? Yes \_\_\_ No \_\_\_  
 If yes, has the recommended studies and impact acquisition be completed? Yes \_\_\_ No \_\_\_
20. Name of project/corridor as listed in plan: \_\_\_\_\_
21. What is the jurisdiction of the roadway? State \_\_\_ Local \_\_\_ Multiple (list municipalities)  
 \_\_\_\_\_
22. What municipalities will be impacted by this corridor development? \_\_\_\_\_  
 \_\_\_\_\_
23. What is the cost-effectiveness of the proposed project? \_\_\_\_\_  
 \_\_\_\_\_
24. Is there a developer involved in the acquisition? Yes \_\_\_ No \_\_\_
25. If yes, is the developer contributing to the project? Yes \_\_\_ No \_\_\_
26. Address of property considered for acquisition: \_\_\_\_\_  
 \_\_\_\_\_
27. Name, address & phone of owner/agent: \_\_\_\_\_  
 \_\_\_\_\_
28. Number of acres involved: \_\_\_\_\_
29. Owner's asking price: \_\_\_\_\_
30. What is the functional classification of the project/corridor? \_\_\_\_\_
31. Will the jurisdiction require dedication of roadways by property owners when the property is developed? Yes \_\_\_ No \_\_\_
32. Does the applicant have relevant mapping of the corridor in relation to the property available?  
 Yes \_\_\_ No \_\_\_ If yes, please provide proposed corridor overlay with the property ownership map.
33. Zoning and General Plan land use designation: \_\_\_\_\_
34. What is the existing use of the property? \_\_\_\_\_
35. Would there be maintenance costs with the property proposed to be acquired? Yes \_\_\_ No \_\_\_

If yes, how much is the maintenance costs and how long will the property needed to be maintained?

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36. Have any permits been approved for construction on the property? Yes \_\_\_ No \_\_\_
37. To your knowledge, is the property free on contamination? Yes \_\_\_ No \_\_\_
38. What is the percent of cost increase if the property is rezoned? \_\_\_\_\_
39. What is your growth rate (5 yrs past & 5 yrs future average)? \_\_\_\_\_
40. Will there be long or short term maintenance costs for the property acquired? (Funds may not be used for maintenance costs in excess of 5% of the purchase price of the property.)  
Yes \_\_\_ No \_\_\_
41. Is acquisition required immediately? Yes \_\_\_ No \_\_\_  
Priority: High \_\_\_ Medium \_\_\_ Low \_\_\_
42. Is the property owner experiencing a hardship because of the project/corridor? \_\_\_\_\_  
If yes, please explain: \_\_\_\_\_
43. Is this raw land corridor preservation? Yes \_\_\_ No \_\_\_
44. What is the proposed construction year? (Based on \_\_\_\_\_ RTP) (Must be within 4 to 30 year window)  
Phase 1 \_\_\_\_\_ Phase 2 \_\_\_\_\_ Phase 3 \_\_\_\_\_ Unfunded \_\_\_\_\_
45. Level of service on project roadway:  
New roadway \_\_\_\_\_  
Existing road A \_\_\_\_\_ B \_\_\_\_\_ C \_\_\_\_\_ D \_\_\_\_\_ E \_\_\_\_\_ F \_\_\_\_\_
46. Existing AADT: \_\_\_\_\_ 2030 Projected AADT: \_\_\_\_\_
47. Is the project on the Expanded COG priority list?  
Phase 1 \_\_\_\_\_ Phase 2 \_\_\_\_\_ Phase 3 \_\_\_\_\_ Unfunded \_\_\_\_\_
48. Has a draft or final environmental document been approved? Yes \_\_\_ No \_\_\_  
EA \_\_\_\_\_ FONSI \_\_\_\_\_ EIS \_\_\_\_\_
49. Has a corridor study been conducted determining the width and location of the corridor?  
Yes \_\_\_ No \_\_\_ If yes, please provide documentation or reference.

# OFFER TO PURCHASE RIGHT OF WAY

**Pin:**                      **Project No:**  
**Owner Name:**  
**Property Address:**  
**Parcel No:**  
**Authority No:**              **Tax ID:**  
**Project Location:**

**The (Name of Organization) hereby makes you an offer of \$XX as Just Compensation for your property and/or easement(s) on your property.**

This is the approved value for the parcel of land described in the Project shown above.

The (Name of Organization) declares that this offer has been established by the (Name of Organization) as Just Compensation and is in accordance with applicable State laws and requirements. Just Compensation is defined as the fair market value of the property acquired. This amount is based on the land, improvements and any fixtures considered to be real property.

The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.

**This letter is not a contract to purchase your property. It is merely an offer to purchase the property and/or purchase easement(s) on your property for \$XX.** Along with this Offer attached are the Statement of Just Compensation, Executive Summary of Property Owner's Rights, and the Agency's Brochure. Your signature is for the purpose of verifying that you have actually received these items. Signing this document does not prejudice your right to have the final amount determined through Condemnation proceedings in the event you do not accept this Offer. Information regarding your rights is explained in the Agency's Brochure.

Information about the acquiring process and procedures is included in the Agency's Brochure, which has been given to you. Other information regarding your rights as a property owner was also given to you with this offer. If you have any questions regarding this offer or information given to you, please contact (Name and Contact Information).

Receipt: Please sign below to indicate you have received the following documents:

- Agency's Brochure
- Executive Summary of Property Owner Rights
- Statement of Just Compensation
- Offer to Purchase

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Signature of Grantor/Owner*

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Signature of Grantor/Owner*

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Acquisition Agent*

# Washington County COG

Corridor Preservation Funds

*Statement of Just Compensation*

<b>Project No:</b>	<b>Parcel No(s):</b>	
<b>Job/Proj / Auth No:</b>		
<b>Project Location:</b>		
<b>County of Property:</b>		
<b>Property Address:</b>		
<b>Owner / Grantor(s)</b>		
<b>Owner's Address:</b>		
<b>Primary Phone:</b>	<b>Owner's Home Phone:</b>	<b>Owner's Work Phone:</b>

The following information is the basis for the amount estimated by the (Name of Organization) to be just compensation.

<b>Parcel No.</b>	<b>Type of Interest Acquired</b>	<b>Size</b>	<b>Units</b>	<b>Price Per Unit</b>	<b>%</b>	<b>Property Use</b>	<b>County</b>
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**VALUE OF THE TAKING**

**OTHER COSTS**

**TOTAL COMPENSATION**

The (Name of Organization) declares that this offer is the amount that has been established by the (Name of Organization) as just compensation and is in accordance with applicable state laws and requirements. Just compensation is defined as the fair market value of the property taken plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

Signature: \_\_\_\_\_  
*Acquisition Agent*

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

**Washington County COG**  
Right of Way Contract  
*Advanced Acquisition – Corridor Preservation Funds*

<b>Project No:</b>	<b>Parcel No(s):</b>	
<b>Job/Proj / Auth No:</b>		
<b>Project Location:</b>		
<b>County of Property:</b>		
<b>Property Address:</b>		
<b>Owner / Grantor(s)</b>		
<b>Owner's Address:</b>		
<b>Primary Phone:</b>	<b>Owner's Home Phone:</b>	<b>Owner's Work Phone:</b>

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to convey and sell by Warranty Deed a parcel(s) of land known as parcel numbers(s) XX for transportation purposes. This contract is to be returned to: (Name and Contact Information).

1. Grantor will transfer property free of all liens and encumbrances except recorded easements
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the (Name of Organization) takes possession.
4. If this acquisition is a total purchase, a key deposit will be retained in the amount of (X%) of the acquisition price until the keys are delivered to the (Name of Organization). If delivered to the (Name of Organization) in an unacceptable condition, the amount to correct the condition shall be used from the deposit to cover the cost of clean up or necessary repairs.
5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
6. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
7. This is a voluntary sale to the (Name of Organization). It is not subject to condemnation.
8. As this is a voluntary sale, the Grantors waive any right they have to a "first right of refusal" on any surplus property not used for the proposed highway or other transportation projects.
9. The (Name of Organization) shall pay in full to the Grantor for the real property in the deed or easement referenced above.
10. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope projections, drainage appurtenance, noise abatement, landscaping, and other related transportation uses.
11. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that, in certain circumstances, the seller of property which is being acquired for a particular public use is entitled to receive an offer to repurchase the property at the same price that the seller received before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
12. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.

**Additional Terms:**

**Total Selling Price:        \$XX**

# Washington County COG

Right of Way Contract

*Advanced Acquisition – Corridor Preservation Funds*

<b>Project No:</b>	<b>Parcel No(s):</b>	
<b>Job/Proj / Auth No:</b>		
<b>Project Location:</b>		
<b>County of Property:</b>		
<b>Property Address:</b>		
<b>Owner / Grantor(s)</b>		
<b>Owner's Address:</b>		
<b>Primary Phone:</b>	<b>Owner's Home Phone:</b>	<b>Owner's Work Phone:</b>

\_\_\_\_\_  
*Acquisition Agent*

\_\_\_\_\_  
*Organization Leader*

\_\_\_\_\_  
*Organization Leader*

<b>Grantor understands this agreement is an option until approved by the Director of Right of Way</b> ____ <i>Grantor's Initials</i>		
_____ <b>Grantor</b>	_____ <b>Date</b>	_____
_____ <b>Grantor</b>	_____ <b>Date</b>	_____
_____ <b>Grantor</b>	_____ <b>Date</b>	_____

## VOLUNTARY ACQUISITION Acknowledgement

Project: \_\_\_\_\_

Parcel: \_\_\_\_\_

Name: \_\_\_\_\_

The Washington County Council of Government (COG) is interested in voluntarily acquiring your property at \_\_\_\_\_(address) for the future section of the \_\_\_\_\_ Corridor project, which may be eligible for future funding assistance from Federal Highway Administration.

Although COG possesses eminent domain authority to acquire property, we will **not** pursue acquisition by eminent domain in the event you are not interested in selling your property, or if we cannot reach a voluntary agreement for the purchase of your property.

COG is acquiring your property for transportation corridor preservation and your property is not a necessary part of a funded transportation project. COG may only acquire property from property owners who voluntarily sell their property. COG is prohibited from using eminent domain to acquire your property. Utah Code Ann. Section 72-5-402(2).

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), owner-occupants, who move as a result of a voluntary acquisition, are **not** eligible for relocation assistance. Property Owner understands and acknowledges that if (s)he waited for the funded project for this portion of the \_\_\_\_\_ Corridor, (s)he would be eligible for relocation benefits pursuant to 49 CFR 24. By signing below, the Property Owner understands and acknowledges that (s)he is not entitled to any relocation benefits for the voluntary purchase of the property in advance of a funded project and freely chooses to sell the property to COG before the project is funded.

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Date

## EXECUTIVE SUMMARY OF PROPERTY OWNER'S RIGHTS

1. **Fair Market Value.** You have the constitutional right to receive “just compensation” when COG acquires your property; in other words, to receive the “fair market value” of the land or property acquired. Just compensation can include compensation for a decrease in the market value of the portion of your property that remains when part of your property is acquired, if that decrease in value occurs because of the public improvements planned. In some cases, just compensation can include damages caused by the project to the property that is not acquired, but which is damaged by the project.
2. **Full payment.** You have the right to receive full payment for “just compensation” in the full amount that is determined by negotiations or by a court, jury, mediation, or arbitration before COG takes title to your property.
3. **Early Occupancy.** If COG wishes to occupy your property before “just compensation” can be agreed upon, you are entitled to receive money that COG is offering you for the acquisition of your property before they occupy it. In such cases, you may still reserve the right to have the “just compensation” determined by a court, jury, mediation or arbitration.
4. **Public Documents.** You have the right to examine and make copies of any public documents, including project maps, specifications or other project materials in COG’s possession.
5. **Open Meetings.** You have the right to attend any meetings held by an elected or appointed council or commission to discuss the project and to tape record the proceedings. You do not have the right to speak unless the meeting is a public hearing. You may be legally excluded if the officials move to go to an executive session to discuss the acquisition of real property or to discuss imminent legal proceedings.
6. **Other Property Owners.** You have the right to request that COG provide a list of any other property owners whose property is also being acquired for the project
7. **Public Purpose.** You have the right to know for what public purpose your property is being acquired and to challenge the necessity of the acquisition.
8. **Offer and Negotiation.** You have the right to negotiate with COG before condemnation proceedings begin. For that purpose, COG is required to provide you with a written determination of the value of the property that is to be acquired from you and of any damages that will arise as a result of the acquisition.
9. **Appraiser.** You have the right to accompany the appraiser retained by COG during his or her inspection of your property and to talk to the appraiser before a value is reached.
10. **Appraisal.** You have the right to know the amount of the appraised value of your property and of any damages assessed and to request a copy of the appraisal report. If a copy is denied, you are entitled to know what appraisals exist and why you are not allowed to see them during negotiations. If the matter goes to formal mediation, arbitration or trial, you will be entitled to see the appraisal(s) before the hearing.
11. **Other Damages.** Your right to just compensation includes payment for the land and for any improvements on the land if they contribute value to the property. Just compensation also includes the net lost value of any remaining property that you keep (known as “severance damages”). You may also be entitled to just compensation for any special and unique damage done to any portion of your property that is not acquired for the project and for any temporary occupancy of any portion of your property that is not being acquired but which must be used by COG or its contractors during construction of the project.

12. **Relocation Costs.** You have the right to be paid certain relocation expenses from COG if it requires you to move as a result of the acquisition. These amounts are determined by statute but may be mediated or arbitrated if, after exhausting the appeals process, COG provides to review such matters because a dispute still exists.
13. **Replacement Dwelling.** If you are displaced from your residence, you have the right to be offered a comparable replacement dwelling that is decent, safe and sanitary and reasonably close to your employment and public services if you are displaced from your home.
14. **Displaced Business or Farm.** You have the right, if your small business or farm is displaced by the project, to receive COG's assistance in identifying replacement properties available on the private market located within COG's jurisdiction.
15. **Prior Notice.** Unless an emergency exists, you have the right to receive 90 days written notice before a move is required.
16. **Rollback Taxes.** You have the right to have COG pay any greenbelt rollback taxes if the acquisition results in your land losing greenbelt status.
17. **Ombudsman.** You have the right to consult with the State of Utah Property Rights Ombudsman to inquire about your rights and responsibilities in eminent domain proceedings. They can be reached at 801-530-6391, toll free 877-882-4662, or email [propertyrights@utah.gov](mailto:propertyrights@utah.gov).
18. **Second Appraisal.** You have the right to an additional appraisal at COG's expense if you request it and the Ombudsman, or a mediator or arbitrator appointed by him, considers the appraisal reasonable necessary to resolve a dispute about just compensation.
19. **Alternative Dispute Resolution.** If the amount of just compensation cannot be negotiated, COG has the right to institute legal action against you. If you would rather arbitrate eminent domain issues than go to court, you have the right to request arbitration through the Ombudsman. If the Ombudsman determines that arbitration is appropriate, you have the right to arbitrate even if COG objects.
20. **Evidence.** You have the right to offer any relevant and admissible evidence at arbitration or trial, including the use of expert witnesses, to justify the amount of just compensation you consider appropriate. Any witness testifying to property value must be a licensed appraiser.
21. **Disclosure and Review.** You have the right to know and examine any evidence that will be used by COG to establish the amount of just compensation prior to formal mediation, arbitration or trial. This includes copies of any appraisals COG has obtained to determine just compensation and other evidence they plan to offer.
22. **Testify.** You have the right to testify at arbitration and, if qualified, to testify at trial regarding the value of your property.
23. **Cross Examination.** You have the right at arbitration or trial to cross examine the expert witnesses that COG relies upon in establishing the amount of just compensation that it claims to be fair.
24. **Appeal.** You have the right to appeal to the District court if you are not satisfied with an arbitrator's determination.
25. **Jury Trial.** If the matter goes to court, you have the right to choose to have the amount of compensation determined by a jury rather than by a judge.
26. **Appellate Review.** You have the right to appeal a District Court decision to appellate court, if appropriate.

## Washington County COG

197 East Tabernacle St.  
St. George, Utah 84770  
(435) 634-5700

Date \_\_\_\_\_

Financial Manager  
UDOT Comptroller's Office  
PO BOX 141510  
SLC, UT 84114-1510

Dear Financial Manager,

Attached is a fund application package requesting funds from the Washington County Local Transportation Corridor Preservation Fund on behalf of \_\_\_\_\_ City.

On MM/DD/YYYY, the Washington County Council of Governments (COG), approved the \_\_\_\_\_ property for acquisition.

This property is located at \_\_\_\_\_. The area of acquisition is \_\_\_\_\_ acre(s). The property lies within the \_\_\_\_\_ Corridor.

The Washington County Council of Governments (COG) is asking the state to release funds for acquisition as well as reimbursement to Washington County for \_\_\_\_\_ costs as shown on the enclosed invoices.

Please make the check payable to \_\_\_\_\_ in the amount of \_\_\_\_\_.

If you have any questions, please contact \_\_\_\_\_ at \_\_\_\_\_.

Sincerely,

COG representative

CC: \_\_\_\_\_