

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

DOT 4-232
(HWY-RL 6/00)

UTILITY COST ESTIMATE FOR UTILITY AGREEMENT NO. _____

Project: _____ Utility Co.: _____
 _____ Prepared by: _____ Date: _____
 Project No.: _____ Checked by: _____ Date: _____

UTILITY PAYMENT STANDARDS COMPARISON

STATE STANDARDS	FEDERAL STANDARDS (FAPG Sec. 645.117)
A. Work/material by Utility Company and/or its Contractor _____	
B. Work/material by State and/or its Contractor _____	
C. Total Cost of Utility Work (A+B) _____	
D. Less Deductions:	
1. Depreciation _____	
2. Salvage Value _____	
3. Betterments _____	
E. Total Deductions (D1+D2+D3) _____	
F. Net Cost of Relocation (C minus E) _____	
G. Less Cost Sharing Arrangements:	
1. \$10,000 (only if required by H.R.S. Section 264-33, e.g., privately owned facilities within the highway right-of-way) _____	
2. Amount for Extraordinary* Items referred to in Item J _____	
3. Total (G1+G2) _____	
H. Net Amount (F minus G3) _____	
I. State Share in Net Amount [50%] _____	
J. State's Share for Extraordinary* Items which have been deleted from G2 _____	
K. State's Share in Total Cost of Utility Work (I+J) _____	
	(Amount for Fed Par)
L. Utility's Share in Total Cost of Utility Work (C minus K) _____	
<p>* Extraordinary Items are special improvements in which the State does not participate on the same basis, percentagewise. Attach a description.</p>	
ESTIMATED REIMBURSEMENT	FEDERAL SHARE
Utility Company to State (B minus K) _____	
State to Utility Company (K minus B) _____	(K x Fed Par Rate)

installation of new facilities is the sum of \$ _____, which scope and estimate, consisting of _____ page(s), are attached hereto as Utility Cost Estimate No. _____ and made a part hereof.

3. Based on the estimated cost of \$ _____, the STATE's share is estimated to be \$ _____. The actual amount of the STATE's share in the cost of removal and relocation of the existing facilities and/or installation of new facilities will be determined in accordance with the procedures set forth on page _____ of said Utility Cost Estimate and will be based on the actual costs incurred by the parties hereto in removing and relocating the existing facilities and/or installing new facilities of the COUNTY. Reimbursement, if any, by the appropriate party, shall be based on said actual costs.

4. The removal and relocation of the existing facilities and/or installation of new facilities shall be in accordance with those certain plans and drawings dated _____, 20____, prepared by the STATE and approved by the COUNTY which are on file in the Highways Division, Department of Transportation, State of Hawaii.

5. The STATE shall perform or cause to be performed all of the work involved in the relocation of the facilities, except as provided for in said Utility Cost Estimate.

6. The COUNTY shall service and maintain and bear all costs of servicing and maintaining its facilities and further agrees not to perform such work from:

- (a) the through traffic lanes and ramps of freeways;
- (b) the through traffic lanes and ramps on other highways during peak traffic hours;
- (c) the through traffic lanes and ramps of other highways during high volume hours, and

UTILITY AGREEMENT NO. _____

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the STATE OF HAWAII, hereinafter called the "STATE", and _____

WITNESSETH THAT:

WHEREAS, the STATE has scheduled the construction of the _____

hereinafter referred to as the "Highway Project", and

WHEREAS, the Highway Project will affect the facilities of the COUNTY which will necessitate the removal and relocation of said facilities and/or the installation of new facilities,

NOW, THEREFORE, in consideration of the foregoing premises, it is mutually agreed by the parties hereto that the removal and relocation of the existing facilities and/or the installation of new facilities as a result of the Highway Project shall be paid for by the STATE and performed in accordance with the following terms and conditions:

1. The COUNTY shall comply with the provisions of Exhibit A (Revised), which is attached hereto and made a part hereof, regarding the basis of payment, work procedures, retention of records, etc.

2. The scope of work and the total estimated cost for the removal and relocation of the existing facilities and/or

- (d) the traffic lanes and ramps mentioned in (a), (b) and (c) above, except in emergencies and then only under the condition that such work shall be performed most expeditiously and with least possible interference with free flow of traffic and safe operation of highway facilities.

7. The cost of any future removal, relocation, replacement, reconstruction or adjustment of the utility facilities of the COUNTY, due to construction, reconstruction or maintenance of the highway, shall be borne by the parties hereto in accordance with Section 264-33, Hawaii Revised Statutes, but only to the extent applicable.

8. The COUNTY and the STATE shall not be responsible nor liable for any injury, death or damage arising or growing out of the acts or omissions of the other party in their performance of the work covered by this Agreement.

9. Any facilities of the COUNTY not affected or relocated under this Agreement but which are situated within the aforementioned project and shown on the aforementioned plans may remain in place upon the express condition, however, that paragraphs 6 and 7, above, shall also be applicable to said facilities.

10. When applicable, at its own expense, the COUNTY will be required to remove any of its underground facilities which it constructs, in the event the utility abandons the use of the facilities, unless the STATE consents in writing to allow abandonment in place. Notwithstanding any such consent by the STATE for abandonment in place, the COUNTY agrees to be responsible for the removal costs and any costs of clean-up and remediation for any pollution or contamination caused by the facilities, if such action becomes necessary in the future. The

COUNTY further agrees to indemnify and hold harmless, the STATE, from any and all liabilities which may arise from the COUNTY'S acts or omissions relating to such pipelines or facilities.

11. Pursuant to regulations and requirements of the Federal Highway Administration (FHWA) and Hawaii state law, the COUNTY is prohibited from assigning or subleasing any facilities that are allowed to be abandoned in place in the highway right-of-way without the express permission of, and arrangements with the STATE or unless such assignment or sublease is required by law. The COUNTY shall give the STATE ten (10) days prior written notice of any use by third parties of the COUNTY'S facilities that the COUNTY is required by law to allow. Any unauthorized use of the COUNTY'S facilities by any other utility or third party is strictly prohibited.

12. This Agreement shall be binding upon the parties hereto, their successors and assigns, and expired service life _____ applicable to the work to be performed hereunder because _____

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

STATE OF HAWAII

By _____
Its _____

APPROVED AS TO FORM:

By _____
Print Name _____
Its _____

e t e w

By _____
Print Name _____
s

APPROVED AS TO FORM AND LEGALITY:

Attorney for COUNTY

BASIS OF PAYMENTS, RECORDS AND ACCOUNTS

EXHIBIT A (REVISED)

1. The cost of the relocation shall be based on the prevailing rates and/or unit prices for labor, equipment and material, plus a fixed percentage of such costs for indirect costs and overhead, at the time the relocation is commenced and in lieu of the rates indicated in the cost estimate. Such rates, unit prices and percentages shall be subject to the prior approval of the State, and shall be based on actual cost incurred by the County for the relocation of its facilities.
2. The State shall give the County _____ working days notice to proceed with its portion of the work. The County shall coordinate its work with the State's contractor and shall not unreasonably interfere with or delay the State's highway project. The County will also notify the State's project engineer _____ day(s) prior to the commencement of the relocation of said facilities by the County. The County estimates that it will complete its portion of the work within _____ working days.
3. A final statement of cost shall be submitted by the County in the same general form as the cost estimate within 90 days _____.
4. The records and accounts of the County and its contractor, pertaining to the work performed under the terms of this Agreement, shall be retained for a period of not less than three (3) years from the date of the final payment of Federal funds to the State for said project and shall be available for inspection and audit by representatives of the Department of Transportation, State of Hawaii, and the United States Federal Highway Administration at the respective offices of the County and the contractor in Honolulu.
5. Where applicable, the terms of this Agreement, including the final statement of cost and payment thereof, shall be subject to the amended provisions of the Code of Federal Regulations 23 CFR 140, 23 CFR 645 and Section 264-33 of the Hawaii Revised Statutes, which are incorporated herein by reference and made a part of this agreement.
6. Notwithstanding any reference to said provision of the Code of Federal Regulations 23 CFR 140 and 23 CFR 645 it is expressly agreed that the State shall bear the entire cost of relocating said facilities.
7. The County's existing facilities shall remain in place until the proposed site is ready and available for installation of the new facilities.

UTILITY AGREEMENT NO.

THIS AGREEMENT, made this _____ day of _____, 19____, by and between the STATE OF HAWAII, hereinafter called the "STATE", and _____ hereinafter called the "COUNTY",

WITNESSETH THAT:

WHEREAS, the STATE has scheduled the construction of _____, and

WHEREAS, the COUNTY presently occupies highway rights-of-way under the jurisdiction of the STATE, and

WHEREAS, the occupancy of such rights-of-way must be regulated to the mutual benefit of the parties hereto, and

WHEREAS, all known utility facilities within said rights-of-way are shown on those certain plans and drawings dated _____, prepared by the STATE, which are on file in the Highways Division, Department of Transportation, State of Hawaii,

NOW THEREFORE, in consideration of the foregoing premises the parties hereto agree that the occupancy of the rights-of-way of the above project shall be upon the following conditions:

1. The COUNTY shall bear all costs of servicing and maintaining its facilities and further agrees not to perform such work from:
 - (a) the through traffic lanes and ramps of freeways;
 - (b) the through traffic lanes and ramps on other highways during peak traffic hours;

- (c) the through traffic lanes and ramps of other highways during high volume hours, and
- (d) the traffic lanes and ramps mentioned in (a), (b) and (c) above, except in emergencies and then only under the condition that such work shall be performed most expeditiously and with least possible interference with free flow of traffic and safe operation of highway facilities.

2. The cost of any future removal, relocation, replacement, reconstruction or adjustment of the utility facilities of the COUNTY shall be borne by the parties hereto in accordance with the provisions of Section 264-33, Hawaii Revised Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

STATE OF HAWAII

By _____
Its Director of Transportation

By _____

APPROVED AS TO FORM:

Deputy Attorney General

APPROVED AS TO FORM AND LEGALITY:

Attorney for COUNTY

FACILITIES RELOCATION
AGREEMENT NO. _____

THIS AGREEMENT, made this _____ day of _____,
20____, by and between the STATE OF HAWAII, hereafter called the
"STATE", and the UNITED STATES OF AMERICA, DEPARTMENT OF THE _____
_____, hereafter called the "GOVERNMENT",

WITNESSETH THAT

WHEREAS, the STATE has scheduled the construction of _____

_____, hereafter referred to as the "Highway

WHEREAS, the Highway Project will affect the facilities
of the GOVERNMENT which will necessitate the removal and
relocation of said facilities and/or the installation of new
facilities, hereafter referred to collectively as "relocation of
the facilities"; and

WHEREAS, the GOVERNMENT is desirous of cooperating with
the STATE so that the Highway Project may proceed without delay,
NOW, THEREFORE, in consideration of the foregoing

premises, it is mutually agreed by the parties hereto that the
cost of the relocation of the facilities as a result of the
Highway Project shall be paid by the STATE in accordance with the
following terms and conditions.

The STATE shall perform or cause to be performed

all of the work involved in the relocation of the facilities.

2. The plans, specifications and the total estimated
cost for the relocation of the facilities is the sum of \$
_____, which plans, specifications and estimate are
attached hereto as Utility Cost Estimate No. _____ and made a
part hereof.

3. The GOVERNMENT and STATE shall not be responsible
nor liable for any injury, death or damage arising or growing out
of the acts or omissions of the other party in their performance
of the work covered by this Agreement.

4. The GOVERNMENT shall not be responsible nor liable
for any and all liability for fines, penalties, cleanup costs and
other charges resulting from oil spills or other environmental
harm or noncompliance with environmental protection laws and
regulations arising or growing out of the acts or omissions of
the STATE in their performance of the work covered by this
Agreement.

5. The STATE shall remedy at the STATE's expense any
damage to GOVERNMENT-owned or controlled real or personal
property when that damage is a result of any defect of equipment,
material, workmanship, or design of the relocation of the
facilities covered by this Agreement and/or the Highway Project.

6. The GOVERNMENT reserves the right to perform any
inspection of the relocation of the facilities and examine any
test report, certification or other documentation relating to the

relocation of the facilities as it deems necessary.

7. Upon completion of the work covered under this Agreement, the STATE shall convey to the GOVERNMENT a perpetual grant of easement to provide the necessary real estate coverage for the new and/or relocated facilities.

8. To the extent applicable and not inconsistent with this Agreement, "Title 19, Department of Transportation, Subtitle 4, Highways Division, Chapter 105 - Accommodation and Installation of Utilities on State Highways and Federal Aid County Highway", is incorporated herein by reference and made a part of this Agreement.

9. When applicable, at its own expense, the GOVERNMENT will be required to remove any of its underground facilities which it constructs, in the event the utility abandons the use of the facilities, unless the STATE consents in writing to allow abandonment in place. Notwithstanding any such consent by the STATE for abandonment in place, the GOVERNMENT agrees to be responsible for the removal costs and any costs of clean-up and remediation for any pollution or contamination caused by the facilities, if such action becomes necessary in the future. The GOVERNMENT further agrees to indemnify and hold harmless, the STATE, from any and all liabilities which may arise from the GOVERNMENT'S acts or omissions relating to such pipelines or facilities.

10. Pursuant to evaluations and requirements of the

Federal Highway Administration (FHWA) and Hawaii state law, the GOVERNMENT is prohibited from assigning or subleasing any facilities that are allowed to be abandoned in place in the highway right of-way without the express permission of, and arrangements with the STATE or unless such assignment or sublease is required by law. The GOVERNMENT shall give the STATE ten (10) days prior written notice of any use by third parties of the GOVERNMENT'S facilities that the GOVERNMENT is required by law to allow. Any unauthorized use of the GOVERNMENT'S facilities by any other utility or third party is strictly prohibited.

11. The provisions hereof shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

STATE OF HAWAII

By Its Director of Transportation

UNITED STATES OF AMERICA

By _____

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

Utility Agreement Log

[illegible]

CERTIFICATION OF RIGHT-OF-WAY CLEARANCE

- PURPOSE:** To describe procedures in submitting the Certification of Right-of-Way Clearance (ROW) on Federal-Aid Projects for authorization to advertise the physical construction for bids.
- POLICY:** Submit Certification of ROW Clearances as soon as the right-of-way is cleared for construction or together with the PS&E submittal when requested by the Highway Design Branch (HWY-D), in accordance with 23 CFR 635.309.
- RESPONSIBILITY:** The Acquisition Unit is responsible to prepare the certification for the Highway Administrator's signature for submittal to the Federal Highways Administration (FHWA).
- SCOPE:** This section applies to the Land Acquisition (HWY-RL) and Property Management (HWY-RM) Sections of the Right-of-Way Branch (HWY-R) and Legal Counsel.
- PROCEDURES:** The Acquisition Unit shall submit the ROW Clearance Certification for authorization to advertise the physical construction for bids for assigned projects. The certification shall be prepared as soon as the right-of-way has been cleared or when requested by the Highway Design Engineer with their PS&E submittal on DOT Form 4-561, HWY-DD Rev. 5/01/07 (see page 2.15-A).

Verification of Right-of-Way Clearance Status

Prior to submitting the Certification of ROW Clearance, the ROW Agent shall review and check the status on all right-of-way activities which are needed to be cleared for authorization to advertise the physical construction for bids.

- A. Review parcel files to verify possession of right-of-way parcels either by deeds, right-of-entry or Court Order of Possession by condemnation.
- B. Consult with Legal Counsel or its staff as to the status of condemnations where orders of possession are still pending. The status shall be checked as to:
 1. Civil number and date condemnation proceedings were filed and anticipated date of the Order of Possession.

2. Where condemnation proceedings have not yet been filed, obtain the estimated date Legal Counsel intends to file the proceedings and also the estimated date when the Order of Possession is anticipated.
- C. Review files and/or consult with Design Project Engineer as to the status on all Utility Agreements.
 - D. Consult with HWY-RM whenever the project involves the displacements of any individual, families, businesses, farms or non-profit organizations and requires removal by sale or demolition, improvements vacated.
 1. Have HWY-RM verify as to whether all individuals and families have been relocated to decent, safe and sanitary housing or that the State has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directives covering the administration of the Highway Relocation Assistance Program.
 2. Verify whether (a) improvements have been removed from the right-of-way by public sales and/or demolition contract or (b) whether improvements remaining are to be demolished under the prime road contract.

Certification of Right-of-Way Clearance

Upon verification of the ROW clearance status, the appropriate certification shall be made to the FHWA. The certification shall contain the following statements:

- A. Status of the completion of or arrangements to be undertaken on utility work for proper coordination with the physical construction schedules.
- B. Status of acquisition of all necessary right-of-way including control of access rights when pertinent.
- C. Where displacements are involved, a certification that the displacees have been relocated in accordance with the current FHWA directives covering the administration of the Highway Relocation Assistance Program.

- D. Where no displacees are involved, a statement that the relocation provisions are not applicable.
- E. Statement that the right-of-way has been acquired or will be acquired in accordance with current FHWA directive(s) covering the acquisition of real property or that acquisition of right-of-way is not required.
- F. Where right-of-way acquired is in limited vertical dimension, a statement that the rights acquired is sufficient to encumber the unacquired realty with provisions which will ensure full use and safety of the highway facility to be constructed.

The certification shall be in accordance with conditions set forth in the FHWA procedures for authorization to advertise the physical construction for bids. Certifications made where right-of-way items are still pending shall be followed up until full clearance.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION

SUBJECT: REQUEST FOR RIGHT-OF-WAY CERTIFICATION

TO: HWY-R
FROM: HWY-_____

DATE: _____

Please prepare and execute a right-of-way certification for the project listed and described below.

Project Title: _____

Island, District: _____

Project Number: _____

Type of Funding: ☐ Federal Aid ☐ Non-Federal Aid

1. Description of Work (new construction, reconstruction, etc.):

2. Utility Agreements (or Memo of Understanding):

☐ None
☐ Utility work involves (include Agreement/Letter No.): _____

3. Land Acquisition (check applicable items):

☐ None
☐ Involves: _____

4. Request for advertising:

☐ Will be made with the PS&E submittal
☐ Shall be made by HWY-R in conjunction with right-of-way certification

5. Certification should be addressed to:

☐ Federal Highway Administration (For projects with FHWA oversight)
☐ HWY-_____ (For projects with DOT oversight)

Design Engineer: _____
Charge Code: _____
Function Code: _____

Telephone Ext: _____

Branch Head or District Engineer

cc:

Attachments:

FHWA CERTIFICATION

CANCELLED

FHPM 6-4-2-1 = **FAPG**

----- = Title 23, Code of Federal Regulations (CFR)
----- = Chapter I, Federal Highway Administration, DOT
Volume 6 = Subchapter G [Engineering & Traffic Operations]
Chapter 4 = Part 635 [Construction and Maintenance]
Section 2 = ----- [Construction]
Subsection 1 = Subpart C [Physical Construction Authorization]
Paragraph 5 = Section 635.309 [Authorization]
" 5.b. = " 635.309(b)
" 5.c. = " 635.309(c)
" 5.g. = " 635.309(g)
" 5.h. = " 635.309(h)
" 5.k. = " 635.309(k)

Section 635.309(b) - Statement that all right-of-way clearance and utility work has been completed or that all necessary arrangements have been made for it to be undertaken and completed as required for proper coordination with the physical construction schedules.

" 635.309(c) - Statement certifying that all individuals and families have been relocated or that replacement housing have been made available to all relocatees, based on 1 of 3 applicable conditions.

" 635.309(g) - Statement that right of way has been acquired or will be acquired or that acquisition of right of way is not required.

" 635.309(h) - Statement that steps relative to relocation advisory assistance and payments have been taken or that they are not required.

" 635.309(k) - Demonstrated that the provisions of 23 CFR 645.119(b) have been fulfilled.

LINDA LINGLE
GOVERNOR

Full (clean) Cert.

RODNEY K. HARAGA
DIRECTOR

Deputy Directors
GRUCE Y. MATSUI
LINDSEY H. JOESTING
BRIAN H. SENGUCH

IN REPLY REFER TO:
HWY-RL
3.81902

AUG 16 2004

VIA MAIL AND FACSIMILE

Mr. Abraham Wong, Division Administrator
Federal Highway Administration
U. S. Department of Transportation
Box 50206
Honolulu, Hawaii 96850

Dear Mr. Wong:

SUBJECT: HAWAII BELT ROAD
REMOVAL OF HALAULANI BRIDGE
FAP NO. BR-019-2(50)
ISLAND OF HAWAII

We certify that all conditions and requirements of the following Section of 23 CFR 635.309 are in compliance:

Sections 635.309(b), (c) and (h). All necessary arrangements have been made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

The two properties affected by the project have been acquired and individuals and families relocated to decent, safe, and sanitary housing. A Right-of-Entry and Rental Agreement for Construction Parcel C-2 (Rev. 1) has been fully executed.

Section 635.309(k). Disconnection of utilities does not require any transfer of funds.

The scope of work includes the demolition of Halaulani Bridge, existing houses and appurtenances, disconnection of utilities, cesspool abandonment/removal and retrofit of the end of Halaulani Place.

The request for advertising will be made with PS&E submittal.

Mr. Abraham Wong, Division Administrator
Page 2

HWY-RL
3.81902

Thank you for your cooperation in this matter.

If you have any questions, please call Robert Taira, Project Engineer, at (808) 933-8866 or Joyce Toy of our Right-of-Way Branch at 692-7334.

Very truly yours,

GLENN M. YASUI
Administrator
Highways Division

JFT:jft

bc: HWY-H (R. Taira)

2.15-AB

Full (clean) Cert.

INITIAL

OK
MSA
AK

HWY-RL
/3.78193

Mr. Abraham Wong, Division Administrator
Page 2
MAY 29 2001

HWY-RL
3.78193

Section 635.309(h). This section is not applicable since relocation will not be required.

Section 635.309(k). This Section is not applicable since there will be no utility work and no utility agreements or memorandums of understanding are required.

The subject project consists of the removal of the existing bridge; construction, maintenance and removal of a detour road; construction of a new concrete bridge; reconstruction of asphalt concrete pavement; stream bank stabilization; and stream invert grading.

Mr. Abraham Wong, Division Administrator
Federal Highway Administration
U. S. Department of Transportation
Box 50206
Honolulu, Hawaii 96850

MAY 29 2001

Dear Mr. Wong:

SUBJECT: MAMALAHOA HIGHWAY, EMERGENCY REPLACEMENT
OF KAALALA STREAM BRIDGE, FAP NO. ER-12(2)
AT DISTRICT OF KAU, COUNTY AND ISLAND OF
HAWAII, STATE OF HAWAII

We certify that all conditions and requirements of the following Sections of 23 CFR §635.09 are in compliance:

Section 635.309(b). That all necessary arrangements have been made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedules.

Section 635.309(c) and (d). There will be no displaced persons from the highway project and no relocations will be required. The State has legal and physical possession of all necessary rights-of-way by and through the following:

1. Fully executed Right-of-Entry and Rental Agreement dated and effective May 17, 2001 for Construction Parcels C-6, C-7 and C-8.
2. Fully executed Right-of-Entry Agreement dated and effective May 24, 2001 for Acquisition Parcel Nos. 1 and 2.

Request for approval to advertise bids for the highway project will be made with PS&E submittal.

If there are any questions, please call Mr. Michael Auerbach of our Right-of-Way Branch at 692-7333.

Very truly yours,

Brian K. Minnai

BRIAN K. MINNAI
Director of Transportation

MSA:msa

bc: DEP-J
HWY-DD (Ross Hironaka)
HWY-H (Howard Haymore)

Conditional Cert.

Mr. Abraham Wong, Division Administrator
Page 2

HWY-RL
3.82056

AUG 13 2004

HWY-RL
3.82056

AUG 13 2004

Mr. Abraham Wong
Division Administrator
Federal Highway Administration
U. S. Department of Transportation
Box 50206
Honolulu, Hawaii 96850

Dear Mr. Wong:

SUBJECT: KAMEHAMEHA HIGHWAY
KOKOLOLO STREAM BRIDGE REPLACEMENT
FAP NO. 83C-05-01, PARCELS 2 AND 3
DRAINAGE EASEMENTS D-1, D-2 AND D-3
ISLAND OF OAHU

We certify that all conditions and requirements of the following Sections of 23 CFR 635.309 will be fulfilled and/or accomplished within the highway project limits before notice to proceed is given to our contractor. This right of way certification is being made with a request for exception in accordance with Sec. 635.309 (c) (3) because the acquisition or right of occupancy of the parcels have not been completed.

1. Section 635.309 (b), (c) and (g). All necessary arrangements have been made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedule. There will be no displacement of individuals, families or businesses from the highway project, and no relocations will be required. That legal and physical possession of all necessary rights-of-way will be obtained prior to notice to proceed. The property management company, Hawaii Reserves, Inc. has on behalf of the owner, Property Reserves, Inc. (a Utah nonprofit corporation) has accepted our offer to acquire Parcels 2, 3 and Drainage Easements D-1, D-2 and D-3.

Conveyance documents have been sent to the Department of Attorney General for review and approval. We anticipate the conveyance of the subject parcels and drainage easements to the Department of Transportation by November 30, 2004.

2. Section 635.309 (h). This section is not applicable since relocation will not be necessary.

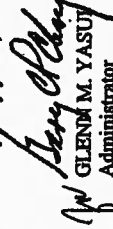
3. Section 635.309 (k). Utility Agreement Nos. 1823 (Hawaiian Electric Co.), 1825 (Board of Water Supply), 1826 (Verizon Hawaii Inc.) and 1827 (Oceanic Cable) have been executed.

The subject project is required to replace a structurally deficient and obsolete bridge, which does not meet current Federal and State of Hawaii design or seismic standards. The replacement bridge will be 60 feet long by 50 feet wide, with two 12 foot wide travel lanes and 8 feet shoulders. The mauka side of the bridge will have a 5 foot wide bikeway/pedestrian walkway separated from the shoulder by a 3 foot high concrete jersey barrier.

We will request approval to advertise the project for bids by a separate letter.

Thank you for your cooperation in this matter. If you have any questions, please call Bruce Shimokawa of our Right-of-Way Branch at 692-7333.

Very truly yours,


GLENN M. YASUY
Administrator
Highways Division

BS:bs

cc: HWY-DB (J. Fu)

Conditional Cert

Mr. Abraham Wong, Division Administrator
Page 2

HWY-RL
3.82084

AUG 13 2004

HWY-RL
3.82084

AUG 13 2004

Section 635.309(g). Utility work involves the following:

Utility Company	Facility Type	Relocation Schedule or Concurrent with Construction or Bid Item	MOU or Agreement
Verizon-Hawaii	Telephone	Concurrent with Construction	MOU 1816 (Expected date of execution 10/31/04)
Hawaii Electric Light Company, Inc.	Utility Pole	Concurrent with Construction	MOU 1815 (Expected date of execution 10/31/04)
Department of Water Supply	Water meter boxes & Valve Frames and covers	Concurrent with Construction	MOU 1843 (Expected date of execution 10/31/04)

The subject project consists of construction of new pedestrian ramps and demolition and reconstruction of existing sidewalks.

The request to advertise will be made with the PS&E submittal.

If there are any questions, please call Mr. Michael Auerbach of our Right-of-Way Branch at 692-7333.

Very truly yours,

Glenn M. Yasui

GLENN M. YASUI
Administrator
Highways Division

MSA:msa

bc: HWY-H(R. Shioji)

VIA MAIL AND FACSIMILE

Mr. Abraham Wong, Division Administrator
Federal Highway Administration
U. S. Department of Transportation
Box 50206
Honolulu, Hawaii 96850

Dear Mr. Wong:

SUBJECT: PEDESTRIAN ACCESSIBILITY ROUTE IMPROVEMENTS,
HONOKAA, HAWAII AND KAPAUU, FAP NO. CMAQ-0100
(62), DISTRICTS OF HAMAKUA AND NORTH KOHALA,
ISLAND OF HAWAII, STATE OF HAWAII

We certify that all conditions and requirements of the following Sections of 23 CFR 635.309 are in compliance. This right of way certification is being made with a request for exception in accordance with Section 23 CFR 635.309 (c) 3 because Memorandum of Understanding Nos. 1815, 1816 and 1843 are still pending.

Section 635.309(h). That all necessary arrangements have been made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedules.

Section 635.309(c) (3). That legal and physical possession of all necessary rights-of-way have been obtained. There will be no displaced persons from the highway project and no relocations will be required. Utility work is still pending.

Section 635.309(g). There will be no acquisition of property for right-of-way purposes.

Section 635.309(h). This section is not applicable since relocation will not be required.

2.15-AB

Conditional Cert.

Mr. Abraham Wong, Division Administrator
Page 2
AUG 13 2004

HWY-RL
3.82085

HWY-RL
3.82085

AUG 13 2004

VIA MAIL AND FACSIMILE

Mr. Abraham Wong, Division Administrator
Federal Highway Administration
U. S. Department of Transportation
Box 50206
Honolulu, Hawaii 96850

Dear Mr. Wong:

SUBJECT: NORTH SOUTH ROAD PHASE 1A, KAPOLEI PARKWAY TO
FARRINGTON HIGHWAY, FAP NO. STP-8930(3),
HONOLULU, EWA, OAHU, HAWAII

We certify that all conditions and requirements of the following Sections of 23 CFR 635.309 are in compliance. This right of way certification is being made with a request for exception in accordance with Section 23 CFR 635.309 (c) 3 because the acquisition or right of occupancy and use of several parcels is not completed.

Section 635.309(g). That all necessary arrangements have been made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedules.

Section 635.309(g) (3) and (g). There will be no displaced persons from the highway project and no relocations will be required. The following is a list of the outstanding activities required to complete the legal and physical possession of the necessary Right-of-Way:

<u>Parcel</u>	<u>Owner</u>	<u>TMK</u>	<u>Status</u>
Parcel 1 (Rev. 1)	State/DLNR	9-1-16:108 (Por.)	Request to DLNR for set aside to DOT to be made by August 31, 2004. Possession anticipated October 2004.

Parcel 2	State/DLNR	9-1-16:109 (Por.)	Request to DLNR for set aside to DOT to be made by August 31, 2004. Possession anticipated by October 2004.
Parcel 4	State/DLNR	9-1-17:71 (Por.)	Request to DLNR for set aside to DOT to be made by August 31, 2004. Possession anticipated by October 2004.
Parcel 5	Trustees of the Estate of James Campbell	9-1-17:4 (Por.)	Request for condemnation made July 2004. Possession anticipated October 2004.
Parcel 7	State/University of Hawaii	9-1-16:127 & 129 (Por.)	Request for condemnation made July 2004. Possession anticipated October 2004.
Parcel 8	State/DLNR	9-1-17:86 (Por.)	Request to DLNR for set aside to DOT to be made by August 31, 2004. Possession anticipated by October 2004.
Parcel 9	State/DLNR	9-1-17:86 (Por.)	Request to DLNR for set aside to DOT to be made by August 31, 2004. Possession anticipated by October 2004.
Drainage Easement 1	State/DLNR	9-1-16:108 (Por.)	Request to DLNR for set aside to DOT to be made by August 31, 2004. Possession anticipated October 2004.
Drainage Easement 2	State/University of Hawaii	9-1-16:127 (Por.)	Request for condemnation made July 2004. Possession anticipated October 2004.
Boundary A (Rev.1)	C&C of Honolulu	9-1-17:75 (Por.)	Request for condemnation Made July 2004. Possession Anticipated October 2004.

2.15-AB

Mr. Abraham Wong, Division Administrator
Page 2

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Section 635.309(h). This section is not applicable since relocation will not be required.

Section 635.309(k). This section is not applicable since there will be no utility agreements.

The scope of work for Phase 1A consists of construction of an interim road between the Kaloi Gulch crossings and required drainage work.

The request to advertise will be made with the PS&E submittal.

If there are any questions, please call Mr. Michael Auerbach of our Right-of-Way Branch at 692-7333.

Very truly yours,

Glenn M. Yasui

for GLENN M. YASUI
Administrator
Highways Division

MSA:msa

cc: HWY-DS (C. Watanabe)

conditional cert. agent

SEP. 11 2001

HWY-RL
3.78682

Mr. Abraham Wong, Division Administrator
Federal Highway Administration
U. S. Department of Transportation
Box 50206
Honolulu, Hawaii 96850

Attention: Ms. Michelle Suzuki
Transportation Engineer

SUBJECT: KAMEHAMEHA V HIGHWAY, EMERGENCY REPLACEMENT OF
KAWAIKAPU BRIDGE
FEDERAL AID PROJECT NO. ER-12(4), AT KAWAIKAPU AND
KAINALU, ISLAND OF MOLOKAI

We certify that all conditions and requirements of the following Sections of 23 CFR 635.309 are in compliance. This right of way certification is being made with a request for exception in accordance with Section 23 CFR 635.309 (c) (3) because the acquisition or right of occupancy and use of a few remaining parcels is not complete.

Section 635.309(b), (c) and (g). All necessary arrangements have been made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedule. There will be no displacement of individuals, families or businesses.

1. Right of entry has been granted by owners of:
 - Parcel 2; Construction Parcel C2
 - Parcels 5 & 7, Construction Parcel C7 (Rev.1), Slope Easement S6.
2. Court Orders putting Plaintiff in Possession of the following properties are anticipated to become effective as of October 15, 2001:
 - Slope Easement S1
 - Parcel 1 (Rev. 1); Construction Parcel C1 (Rev. 1); Slope Easement S2
 - Parcel 3; Construction Parcel C3
 - Parcel 8 (Rev. 1); Construction Parcel C8 (Rev. 1); Slope Easement S7
 - Parcel 6 (Rev. 1); Construction Parcel C6 (Rev. 1); Slope Easement S5

Mr. Abraham Wong, Division Administrator
Page 2

HWY-RL
3.78682

3. Negotiations have been initiated for the following properties, and right-of-entry is scheduled to be accomplished before project advertising date:
 - Slope Easements S3 & S4; Guy Wire Easement G1; Boundary A
 - Parcel 4 (Rev. 1); Guy Wire Easement G2.

Section 635.309(h). This section is not applicable since relocation will not be required.

Section 635.309(k). Utility work involves the following:

Utility Company	Facility Type	Relocation Schedule or Concurrent with Construction or Bid Item	MOU or Agreement Date
County of Maui Dept. of Water Supply	Relocation of water line	Bid Item	UA 1677
MECO	Temporary relocation; permanent location of power poles & overhead electric lines	Concurrent w/ construction	UA 1678
Verizon - Maui	Temporary relocation; permanent location of overhead lines	Concurrent w/ construction	UA 1679
Hawaiian Cablevision - Maui	Temporary relocation; permanent location of overhead lines	Concurrent w/ construction	UA 1697

Utility Agreements are currently being finalized and full execution is scheduled to be accomplished before October 31, 2001.

The subject project consists of removing and replacing the existing Kawaikapu Bridge; widening and lining the existing stream channel; widening the existing roadway approaches to accommodate the new bridge; installing new A.C. pavement; drainage improvements; relocating overhead and underground utilities; installing guardrails and bridge approach slabs; removing and installing signs and pavement markings and removing and relocating landscaping.

The request to advertise was made with the PS&E submittal.

2.15-AB

Mr. Abraham Wong, Division Administrator
Page 3

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3.78682

Thank you for your cooperation in this matter. If there are any questions, please call Cynthia Okinaka of our Right-of-Way Branch at 692-7337.

Very truly yours,

BRIAN K. MINAAI
Director of Transportation

CNO:co

bc: HWY-DD (S. Hiraoka)
DEP-J

JAMES "TOMMY" APANA
Mayor

DAVID C. GOODE
Director

MILTON M. ARAKAWA, A.I.C.P.
Deputy Director



COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
AND WASTE MANAGEMENT
ENGINEERING DIVISION
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

TEL (808) 270-7745
FAX (808) 270-7875

RALPH NAGAMINE, L.S., P.E.
Land Use and Codes Administration

RONALD R. RISKA, P.E.
Wastewater Reclamation Division

LOYD P.C.W. LEE, P.E.
Engineering Division

Solid Waste Division

BRIAN HASHIRO, P.E.
Highways Division

August 2, 2002

Mr. Abraham Wong
Division Administrator
U.S. Department of Transportation
Federal Highway Administration
P.O. Box 50206
Honolulu, HI 96850

SUBJECT: RIGHT-OF-WAY CERTIFICATION
CURB RAMPS AT VARIOUS LOCATION (CY'01)
FEDERAL AID PROJECT NO. STP-0900(64)

Dear Mr. Wong:

In compliance with the provisions of 23 CFR, Chapter I, Subchapter G, Part 635, Subpart C, as cited in the Federal-Aid Policy Guide of December 9, 191, we certify that all conditions and requirements of the following Section of 23 CFR 635.309 will be fulfilled, accomplished and/or complied with for the subject project before advertising for bids.

1. Section 635.309 (b)
That all necessary arrangements will be made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedules.
2. Section 635.309 (c)
That there will be no displacement and relocations and the County will have legal and physical possession of all necessary rights-of-way.
3. Section 635.309 (d)
That no acquisition of rights-of-way will be required. Right-of-Entries (RoE) will be secured for ramp reconstructions to occur within preexisting partial sidewalk encroachments. We are currently preparing and mailing RoE documents for 16 of the 130 ramps and anticipate completing the process in three (3) months.
4. Section 635.309 (h)
That relocation advisory assistance and payments are not require because there are

Mr. Abraham Wong

SUBJECT: RIGHT-OF-WAY CERTIFICATION
CURB RAMPS AT VARIOUS LOCATION (CY'01)
FEDERAL AID PROJECT NO. STP-0900(64)

August 2, 2002
Page 2

no displacements of individuals, families, or businesses.

5. Section 635.309 (k)

That utility relocations are not necessary for the project. There are no electrical (MECO) or TV cable facilities requiring adjustment. There are two water valve cover & box height adjustments necessary for 2 ramps (Sheets C-14 & C-21). There is one telephone (HTCO) box height adjustment on 1 ramp (Sheet C-30). A draft Memorandum of Understanding (MoU) is being sent to the Department of Water Supply and to Verizon Hawaii for execution within a month.

The project involves constructing 130 curb ramps at 58 intersections to satisfy Maui County's ADA Transition Plan requirements for Calendar Year 2001.

If there are any questions, please contact Lloyd Lee, Engineering Division Chief or project manager Charlene Shibuya at (808) 270-7745.

Sincerely,

David Goode
Director of Public Works & Waste Management

LL/CSS:css(ED02-859)

SEVENOTWUPWCH(CY'01)PchWst.wpd

Harry Kim
Mayor

RECEIVED

AUG 19 1 09 PM '03



DEPT. OF TRANSPORTATION
HIGHWAYS DIVISION

County of Hawaii

DEPARTMENT OF PUBLIC WORKS

Aupuni Center

101 Puuhale Street, Suite 7 - Hilo, Hawaii 96720-3043
(808) 961-4321 • Fax (808) 961-4630

August 18, 2003

Mr. Glenn Yasui
Highways Administrator
State Department of Transportation
869 Punchbowl Street, Room 513
Honolulu, HI 96813

Subject: Right-of-Way Certification

ADA Curb Ramp Compliance Program Phase II Part B
Federal Aid Project No. CMAQ-0100 (63)

In accordance with the provisions of 23 CFR, Chapter 1, Subchapter G, Part 635, Subpart C, we certify that all conditions and requirements of the following Sections of 23 CFR 635.309 are being fulfilled, accomplished and/or complied with for the subject project.

1. Section 635.309 (b)
That all necessary arrangements are made for all right-of-way clearance and utility work to be undertaken and completed as required for proper coordination with the physical construction schedules. The road right-of-way is dedicated.
2. Section 635.309 (c)
That there is no displacement or relocation, and the County has legal and physical possession of all necessary rights-of-way.
3. Section 635.309 (e)
That acquisition of rights-of-way is done in accordance with current FHWA directives. We have no acquisition needs.
4. Section 635.309 (h)
That relocation advisory assistance and payments are not required because there is no displacement of individuals, families or businesses.
5. Section 635.309 (k)
That utility relocations are not necessary for the project.

Bruce C. McClure
Director

Ronald K. Takahashi
Deputy Director

This project is for the placement of ADA compliant curb ramps at existing intersection corners within the existing County right-of-way.

Should you have any questions please call Mr. Paul Nash of our Engineering Division at 961-8924.

Galen M. Kuba, Division Chief
Engineering Division

PAN

7/15/2003

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
MEMORANDUM**Approval for Utility Agreements and Right-of-Way Certification**

TO: HWY-R; HWY-RL AND HWY-RP STAFF DATE: SEP. 3, 2004

FROM: HWY-R *Glenn Yasui*SUBJECT: NAME, TITLE AND SIGNATURE FOR RIGHT-OF-WAY CERTIFICATIONS
AND TRANSMITTALS OF UTILITY AGREEMENTS AND/OR MEMORANDUM
OF UNDERSTANDING TO FHWA

1. Fed Aid Project
(Over \$1 Million Construction/Programmed Cost)
UA sent to FHWA for approval
ROW CERT sent to FHWA for approval

2. Fed Aid Project
(Under \$1 Million Construction/Programmed Cost)
UA Does not get sent to FHWA
ROW CERT Sent to appropriate HWY-____ office

3. State Project (100%)
(Under or Over \$1 Million Construction/Programmed Cost)
UA Does not get sent to FHWA
ROW CERT Sent to appropriate HWY-____ office

Based on discussions with the HWY/Glenn Yasui and FHWA/Jodie Chew, who consulted with Abe Wong, on the subject matter, both Division Administrators have no objections to and are agreeable on whose name, title and signature shall be placed on the following letters to FHWA:

Right-of-Way Certifications.

The Highways Division Administrator's name and title will still be used but the Right-of-Way Manager will sign for the Chief. This also includes County Right-of-Way Certifications transmitted to DIR, DOT, HWY and/or HWY-R for review and acceptability by HWY-RP who is the designated County-FA liaison and will prepare the letter-form transmittal to FHWA.

There will be no further need for routing by Pink Slip to HWY for signature since the Chief and I are both confident and trust that Right-of-Way Certifications will be prepared and contain the appropriate certification-level details in accordance and compliance with 23 CFR 635.309, Authorization, and any applicable FHWA advisories.

Transmittals of Utility Agreement (UA) and/or Memorandum of Understanding (MOU).

The Right-of-Way Manager's name, title and signature will be used for letter-form transmittals of UAs and/or MOUs to FHWA for review and approval in connection with Federal-aid projects.

Distribution of FHWA-Approved UA and/or MOU to Utility Companies and County Agencies.

The Project Right-of-Way Agent's name, title and signature will be used for letter-form transmittals of fully executed UAs, together with color-coded plans, and/or MOUs after FHWA has approved them.

The foregoing changes should facilitate the processing of the above correspondence.

c: HWY (Glenn Yasui)

HWY-RL REPORTS

- PURPOSE:** To describe procedures for preparing and submitting various reports on right-of-way activities in compliance with Federal and State policies.
- POLICY:** To submit reports on right-of-way activities for informational and project status reporting.
- RESPONSIBILITY:** The Supervising Right-of-Way Agent (ROW) of each Acquisition Unit is responsible for submitting reports for their assigned projects.
- SCOPE:** This section applies to all units in the Land Acquisition Section (HWY-RL).
- PROCEDURES:** Each Acquisition Unit shall compile and provide records and/or status of right-of-way acquisition activities periodically as required.

Annual Report on Real Property Acquisitions:

For each fiscal year ending September 30th, an annual report of the State's acquisitions for Federal and Federally assisted highway programs shall be submitted to the local Federal Highway Administration's (FHWA) office no later than one week prior to November. The report shall consist of statistical data and where applicable, narrative comments.

A. Statistics.

The statistical portion shall be by FHWA Form RCS-HRW-10-07, Real Property Acquisition Statistics or as amended and pursuant to the instruction sheet. Acquisitions undertaken with only State or other funding shall not be reported.

1. Each Acquisition Unit shall prepare and submit the statistics for their assigned projects in draft form to the Principal ROW Agent no later than seven days after the end of each fiscal year ending September 30th.
2. The Principal ROW Agent shall review and verify the statistics and incorporate all information to a final single form before sending the form to the FHWA.

B. Narration.

This portion of the report shall be optional depending on the circumstances and prepared by the Principal ROW Agent. Comments on the following items should be made when appropriate or when significant actions have been accomplished, are underway or are contemplated.

1. A description of the actions taken by the State to establish uniform and equitable land acquisition policies for federally assisted highway programs or projects.
2. The positive action plans, such as the preparation and promulgation of implementing rules and regulations, undertaken by the State to achieve uniform and equitable treatment for all persons having real property acquired for federally assisted highway programs or projects.
3. The staffing and training performed and projections of staffing requirements and training programs required for the continuous administration of consistent, uniform and equitable treatment of owners from whom real property is acquired for federally assisted highway programs or projects at the State, County and City levels, as appropriate.
4. The provisions adopted by the State for coordination with Federal, other State and local acquisition agencies.
5. The progress of the State in implementing the provisions of 42 U.S.C. 4651-4655 (Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970), including its success, its problems, and adverse effects, if any, on acquisition programs it conducts or administers.

6. The recommendations of the State for further improvement in land acquisition programs, policies and implementing laws and regulations including any proposals for amendments or revisions to:
 - a. Office of Management and Budget guidelines;
 - b. Other agencies' regulations;
 - c. Federal legislation;
 - d. State legislation.

Four copies of the complete statistical report including the narration portion when applicable shall be submitted to the FHWA.

Project Status Report

Each Acquisition Unit shall submit a brief report on the status of their assigned projects to the ROW Branch Head through the Principal ROW Agent. The report shall be submitted bi-weekly each Thursday, unless instructed otherwise by the ROW Branch Head, and contain but not be limited to the following:

- A. Right-of-Way acquisition status;
- B. Status on utility agreements;
- C. Status on any other items that need to be completed to clear right-of-way for construction.

Each report shall be reviewed by the Principal ROW Agent. Any revisions required in the report shall be resolved with the Supervising ROW Agent of the Acquisition Unit prior to the submission to the ROW Branch Head.

As a substitute to this requirement, the agents are expected to update the Project Status System (PSS) program installed on each agent's computer. Instructions and data to be updated are incorporated herein.

Project Activity Report (PAR)

This report is limited to those activities and those projects listed in the Highways Division's approved production schedule. Each Acquisition Unit shall submit the Project Activity Report (PAR), DOT 4-368 (HWY O-4/70), for each assigned project where applicable. The report shall be prepared only under the following conditions:

- A. The project activity being reported has been completed; or
- B. The project activity being reported will not be completed until after the scheduled target date.

Project activities incomplete but estimated to be completed on or before the production schedule target date, shall not be reported.

Pre-Construction Activity Report

A report on the right-of-way work completed based on percentages shall be submitted to the Highway Design Section (HWY-DD), on or before the 25th day of each month. The percent of work completed includes total percentages "to date" and also for "this month" (reporting period) and shall be as of the 15th day of each month.

- A. Each Acquisition Unit shall complete the form as provided by the Principal ROW Agent.
- B. The Principal ROW Agent shall review reports submitted by the Acquisition Units and compile all information into a final form.
- C. The completed final form shall be forwarded to HWY-DD for review and submittal to Project Management Staff.

Annual Title VI Accomplishments and Goals Report

Pursuant to 23 Code of Federal Regulations Part 200.9 (b) (10), as recipients of Federal financial assistance, a yearly report of Title VI Accomplishments and Goals are required.

The accomplishments are for the federal fiscal year October 1st to September 30th of the following year. The report must be submitted to the Office of Civil Rights (OCR), Civil Rights Coordinator, by December 15th, of that fiscal year and then to FHWA by February of the following fiscal year.

The Annual Report shall contain the following information:

- I. Policy Statement;
- II. Organization, Staffing and Structures;
- III. Title VI Monitoring and Review Process;
- IV. Complaints;
- V. Accomplishment Report for Each Program Area.

Right-of-Way is responsible for:

- 1. Receiving any civil rights complaints in any Right-of - Way function areas;
- 2. Informing how many minority and women appraisers were utilized; and if representation was low, what efforts were made to increase representation;
- 3. Informing how many negotiations were made in the reporting period; and whether the negotiator's log reflected any disparity in the conduct of negotiations between minorities and non-minorities;
- 4. If any concerns were raised by minorities or women concerning their options in the negotiations phase;
- 5. The number of relocations during the reporting phase;
- 6. And if there were any claims raised by minorities or women on replacement housing, referral housing, etc:

The Land Acquisition Section is responsible for items numbered 1, 3 and 4.

Annual Report to the Auditor

A report is needed for all real property acquisitions for the end of each fiscal year. An external Auditor (usually an outside private accounting firm) reviews and checks for compliance of random projects to see if the Branch is in compliance with Federal and State regulations. A report is generated at the end of the audit to see where the Branch can improve.

Miscellaneous Reports

Miscellaneous statistical reports on a project-by-project basis shall be provided as requested. Submission of these minor reports shall be administered by the Principal ROW Agent and the Property Management Section Head. Reports may include, but not be limited to:

1. Adequate Staffing Reports;
2. Project Delivery System Review Reports;
3. Quarterly Project Status Reports;
4. Over the Shoulder Reports;
5. Context Sensitive Solution Design Reports;
6. Value Engineering Reports;
7. Utility Reports;
8. Project Scoping Reports;
9. Out of State Completed Conference Travel Reports;
10. Employee Purchase Card Reports (Pcard);
11. Monthly Acquisition Reports.
12. Reports to the Highway Administrator when required.
13. Reports to the Legislature, as requested.
14. Reports to the Right-of-Way Branch Manager as requested.
15. Vacancy Reports.
16. Organization Function and Re-organization Reports.
17. Staffing requirement reports.
18. Revocable Permit Program reports.
19. Travel and Budget reports.
20. P-Card reports.

[illegible]

WAI

HIGHWAYS DIVISION

LAND ACQUISITION SECTION
PROJECT STATUS - DETAIL

FIGHT-OF-WAY BRANCH

Project Title:	KULANAMACOLE HIGHWAY IMPROVEMENTS, RETAINING WALL AT MAHAPUHI															
Project No.:	78D-02-02	Charge Code:	2477													
Acquisition Agent:	MICHAEL AUERBACH Inland NWU															
STP Projects:	No STP Proj															
Property Manager:	NONE															
Project Schedule:	<table border="1"> <tr> <td>ROW Start</td> <td>ROW End</td> <td>1-4-80 Complete</td> <td>1-4-80 Complete</td> </tr> <tr> <td>10/01</td> <td></td> <td>2</td> <td>2</td> </tr> <tr> <td>Current</td> <td>11/03</td> <td>11/02</td> <td>12/02</td> </tr> </table>				ROW Start	ROW End	1-4-80 Complete	1-4-80 Complete	10/01		2	2	Current	11/03	11/02	12/02
ROW Start	ROW End	1-4-80 Complete	1-4-80 Complete													
10/01		2	2													
Current	11/03	11/02	12/02													
Remarks:	<p>Ind. in 0477 - 0677 TYP. ROWS CHN. in 2007. By stud. dist. dated 10/17/02, PROJECT NO. formerly 78D-02-02. Executive order (pending period 1) is DDT in process. Period 2 is pending land based action. Period 2 (P2) is pending resolution to easement, selling on Kulanamacole Estate. Additional construction period for next phase pending completion of same. More detailed request made for the search and appraisal. Request to CHN. for PCE made 07/05 with revision on 07/06. Scheduled for 07/06 CHN. Board action. P4</p> <p>standard PCE agreement completed 11/02.</p>															

New Brand Clients		Assembled		Title Search		Real Estate Attorney	
Date Rec'd	Date Rec'd	Date Rec'd	Date Rec'd	Date Rec'd	Date Rec'd	Date Rec'd	Date Rec'd
6/1/2002	6/1/2002	6/20/2002	11/28/2002	1/14/2002	8/2/2002	8/2/2002	
6/21/2002		8/8/2006		8/4/2006	8/20/2006	8/20/2006	
9/17/2002							
10/17/2002							
8/ 9/2006							

Number of	2710	Property Adjustment	Construction Permit	1
Permits/Comments/Remarks:	3	Prop Adjust Transmitted	Others Made	1
Others Made:	1	Approvals Pending	Others Pending	1
Others Pending:	2	Prop Adj Approval Accepted	Others Accepted	1
Others Accepted:			NO/Partial Agreement Email	1
Lead Court Positions Transmitted			Request for Consideration	1
Lead Court Positions Approved			Order of Permittee (State)	
State Restricted			Permits Excluded	
Request for Consideration				
Order of Permittee (State)				

No.	Utility Company Name	Request Received	To USB Co	To FFWA	To LMI Co (Rev)	To FFWA (Re
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
UA 86	HESCO	9/2/2005	8/18/2005	[REDACTED]	[REDACTED]	[REDACTED]

VD: OAHU

PROJECT NO.	Phase	Est Cost	Start	End	Charge Code	STIP No.	Year	Proj Mgr/ Engr Ofc Design ROW Agent	Estimated Dates	ROW COMPLETION To Date As Of (Mo/Yr)
STP-0801(4)	RW	\$381,500			OS008	-- '05	--	L. NAH OKITA	Adv: 7/2008 Bid Open: 8/2008 NTP: Act. Adv:	UTIL: ROW: 0 11/05
Consultant: PARSONS BRINCKERHOFF										
Proj ID: 0801-1000-D1C1										
DES Status DEA published. Informational mtg. Aug. 10.										
ROW Remarks: DES oblig in 2002FY; incl. in 04FY - 08FY TIP (OS8), ROW in 05FY. RIGHT OF WAY work has not started. Scoping only.										
IM-HP-H1-1(237)	RW	\$0	01/00		1728	No STIP		G. KURASHIMA	Adv: Apr-03 Bid Open: Nov-03 NTP: Act. Adv:	UTIL: 100 08/04 ROW: 95 11/05
Consultant: HWY-DD										
Proj ID: 00H1-1011-D1C1										
DES Status Under construction.										
ROW Remarks: Bid together with PROJ. NO. BR-H1-1(241), Interstate Route H-1, seismic retrofit Austin Bishop and Waiolu Interchange under one contract. Conveyance of five additional C&C parcels pending document preparation.										
I-H3-1(38)	RW		02/95		1A78	No STIP			Adv: Bid Open: NTP: Act. Adv:	UTIL: ROW: 46 11/05
Consultant: M. AUERBACH										
Proj ID: 00H3-1006-F2										
DES Status										
ROW Remarks: (8/1/05, LP) New JA being established for RW staff labor charges only, under project no. I-H3-1(38)1.										



ORGANIZATION AND FUNCTIONS

INTRODUCTION:

This section describes the basis, organization and functions of the Appraisal Section.

The Fifth Amendment of the Constitution of the United States provides that "no person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation. The Hawaii Revised Statutes Title 9, Public Property, Purchasing and Contracting, Chapter 101, Eminent Domain provides for the "taking private property for public use".

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) basically expands on the Fifth Amendment and applies the amendment to all Federally funded real property acquisitions such as Federal-Aid highways. Title III of this law further requires that any real property being acquired for public purposes shall be appraised prior to negotiations. The Hawaii Revised Statutes Chapter 113-5(3) minors Title III and provides that "in no event shall such amount (just compensation) be less than the approved appraisal of the fair market value of such property".

PURPOSE:

To describe the organization and functions of the Appraisal Section (HWY-RP) of the Right-of-Way Branch, Highways Division. HWY-RP is directed and guided by, but not limited to, the following; Code of Federal Regulations (CFR), United States Code (USC), Hawaii Revised Statutes (HRS) and other State and Federal acquisition policies listed below:

- 23 CFR 200.9 (State Highway Agency Procedures),
- 23 CFR 635.309 (Authorization/Right-Of-Way Certification),
- 23 CFR 710.201 (State Responsibilities),
- 23 CFR 710.203 (Funding and Reimbursement),
- 23 CFR 710.309 (Acquisition),
- 23 CFR 710.313 (Design-Build Projects),
- 49 CFR 24.101 to 102 (Applicability of Acquisition Requirements, Basic Acquisition Policies),

23 USC 324 (Title VI of the Civil Rights Act of 1964),
42 USC Chapter 21 (Civil Rights), Sec. 2000d,
42 USC Chapter 61 (Uniform Relocation Assistance and Real
Property Acquisition Policies for Federal and Federally Assisted
Programs),

State Specifications:

HRS 101 (Eminent Domain),
HRS 171-30 (State Lands),
HRS 264 (Highways),

Federal Specifications:

U.S. Constitution,
Uniform Relocation Assistance and Real Property Acquisition
Policies Act of 1970, Title IV, as amended,
Federal-Aid Highway Act of 1987,
49 CFR 24, Uniform Relocation Assistance and Real Property
Acquisition Regulations for Federal and Federally Assisted
Programs, as amended,
Uniform Standards of Appraisal Practices (Current Edition of
USPAP),
U.S. DOT/FHWA Appraisal Guide and other related laws, statutes
and resource materials.

BRANCH AND APPRAISAL POLICIES:

- A. The Hawaii Department of Transportation's Right of Way Branch (ROW) will adhere to the appraisal standards as published in the Uniform Appraisal Standards for Federal Land Acquisitions and in the Uniform Standards of Professional Appraisal Practice.
- B. Provisions for departure are covered under the "Departure Provision" of the Uniform Standard of Professional Appraisal Practice.
- C. Internal changes to, or departures from approved appraisal policies and procedures may only be made by memorandum to staff appraisers, or by letter to fee appraisers, and only upon receipt by the Appraisal Section Head of such approval from the Branch Manager.

MARKET VALUE DEFINITIONS:Market Value Definition (USPAP 2008-09 Edition, as amended)

A type of value, stated as an opinion, that presumes the transfer of a property (e.g. a right of ownership or a bundle of rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

Other definitions, as applicable and provided by court decisions, the Appraisal Institute and the Hawaii Revised Statutes may be considered equivalent and acceptable.

ORGANIZATION:

The Appraisal Section is comprised of two Appraisal/Review Units and is one of four (4) Sections within the ROW Branch. Its organization and function are as follows:

- A. Under the general supervision of the ROW Manager, the Right-of-Way Agent VI is the Appraisal Section Head.
- B. Under the Right-of-Way Agent VI, there are two Right-of-Way Agent Vs, Appraisal/Review Unit supervisors. The ROW Vs are accountable to the Right-of-Way Agent VI.
- C. The Right-of-Way Agent V may assign work to a subordinate Right-of-Way Agent IV or lower agents assigned to unit.

The organization chart of the Appraisal Section is shown on page 3.1-9A.

FUNCTIONS:

It is the function of the Appraisal Section to provide all appraisal, review and other valuation and related work for the ROW Branch. These functions include, but are not limited to, the following:

- A. Preliminary field reconnaissance;
- B. The preparation of right-of-way cost estimates;
- C. The reviewing of environmental impact statements at the corridor location and design stages of project development for impact

mitigation assistance;

- D. The procurement of professional services;
- E. The preparation of staff appraisals;
- F. The reviewing of appraisal reports and the preparation of the Report of the Review Appraiser;
- G. Assisting the State Attorney General in condemnation trials;
- H. Attending public hearings;
- I. Maintaining records of appraisals, reviews, cost estimates, work file folders, correspondence, etc.
- J. Monitoring and assisting LPA (counties) for Federal/State compliance in appraisal, review and appraisal contracting requirements;
- K. Maintaining the level of competency by providing staff with training of new standards and other appraisal related matters. Training also includes: safety, health, Title VI and other federally mandated programs.

RESPONSIBILITY:

- A. The Appraisal Section Head is responsible for the establishment of all appraisal policies and procedures and for maintaining a well-organized and functional appraisal staff which can carry out the function required of the Appraisal Section.
- B. The Supervisory Right-of-Way Agent V directs and supervises the activities of Right-of-Way Agents IV (and lower) to perform appraisals, reviews and cost estimate assignments. The Appraisal Section Head may assign the Supervisory Right-of-Way Agent V to procure professional services from fee or specialty appraisers in accordance with Highways Division procedures. The Supervisory Right-of-Way Agent V monitors subordinate competence to perform all staff appraisals, review and procurement of professional services. Also review assignments as required.

Qualifications of Right-of-Way Agents:

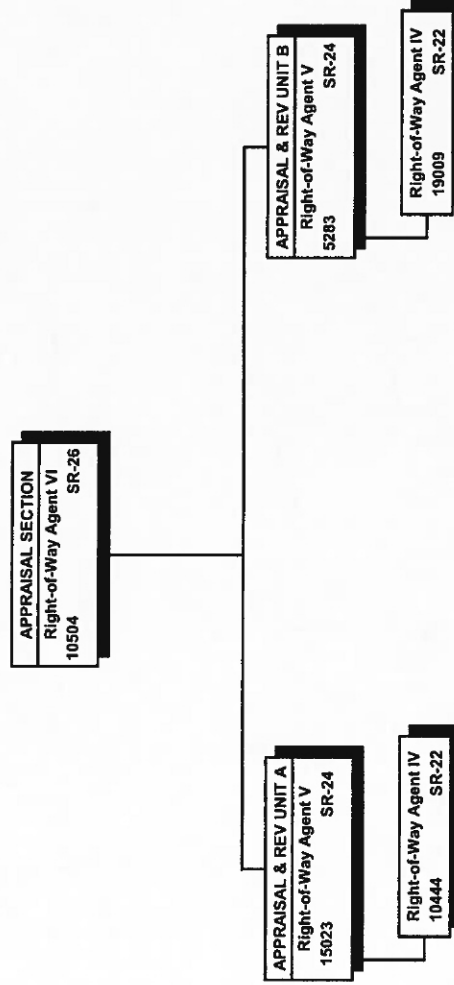
The qualification requirements of the ROW Agent in the various classifications are as described in the specific position descriptions referenced in personnel files.

Agent Knowledge and Ability:

- A thorough knowledge of the principles and practices of appraisal, negotiation and/or management of real property;
- Laws pertaining to the acquisition of right-of-way, source of appraisal data;
- Principles of report writing;
- Arithmetic; mathematical problem solving;
- Legal instruments affecting real property; pertinent laws, precedent decisions, and agency instruction;
- Condemnation laws;
- Real property values in Hawaii;
- Methods for determining ownership of property and existence of liens against property;
- Hawaiian land system.
- Perform all categories of real property appraisal, negotiation and/or property management work;
- Gather, organize, and analyze data on sales, leases and other factors;
- Make sound conclusions and estimates based on facts;
- Prepare reports and compile data, maps, sketches and other materials;
- Make arithmetic computations;

- Meet and deal effectively with property owners, fee appraisers and others;
- Serve as expert witness in condemnation proceedings;
- Assign, review and correlate the work of other agents as assigned.

STATE OF HAWAII
 DEPARTMENT OF TRANSPORTATION
 HIGHWAYS DIVISION
 RIGHT-OF-WAY BRANCH
 APPRAISAL SECTION
 POSITION ORGANIZATION CHART



All project funded positions.

GENERAL POLICIES AND PROCEDURES

INTRODUCTION:

This section describes general policies and procedures relating to appraisals for Federal-Aid participation and non-participation. The Appraisal Section (HWY-RP) provides all appraisal and review services to the Right-of-Way Branch (HWY-R) and receives general direction from the Right-of-Way Branch (ROW) Manager, through the Appraisal Section Head. All requests for appraisals will be processed through the ROW Branch Manager. All appraisal matters are forwarded to the Appraisal Section Head for appropriate attention and action.

DEFINITION OF AN APPRAISAL:

The Hawaii Department of Transportation (DOT) has adopted the definition of an appraisal as stated in The Dictionary of Real Estate Appraisal, Second Edition, by the American Institute of Real Estate Appraisers, 1989, which is as follows:

The act or process of estimating value, Uniform Standards for Professional Appraisal Practice (USPAP), an opinion of the nature, quality, value or utility of specified interest in or aspects of identified real estate. Stated as a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

APPRAISER RESPONSIBILITIES:

Appraisers (ROW Agents I to IV), under the supervision of the ROW Agent V may be assigned as either appraisers or review appraisers. Before negotiations, all parcels, easements, access rights, and construction parcels to be taken shall be appraised and the fair market value established by the Review Appraiser assigned to the project by the Appraisal Section Head. After compliance with Federal/State requirements is verified, the Appraisal Section Head approves the Report of the Review Appraiser.

OWNER'S RIGHT TO ACCOMPANY APPRAISER:

The owner and/or his designated representative shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the subject property. This right also applies to all lessees who own an interest in any improvement, structure, or building deemed to be a part of the real property to be acquired. However, this right is not required under the appraisal waiver and conflict of interest limit of \$10,000.00 or less.

APPRAISAL WAIVER POLICY:

- Waiver Valuation- "The valuation process used and the product produced when the Agency determines that an appraisal is not required, pursuant to 24.102 (c) (2) appraisal waiver provisions." (49CFR24.2- Definitions and Acronyms)
- Intent- For non-appraisers to derive an offer and free appraisers to do more complex assignments. Help reduce the amount of time it takes to complete offers for "simple" takings. Waiver valuations completed by agents are not appraisals and should not be construed as such.
- When to use a Waiver Valuation- Allowed when parcel (s), easement (s), etc. are expected to have a value less than \$10,000 and is expected to be uncomplicated in analysis. If there is doubt whether of these requirements can be met, the Appraisal Waiver shall not be used and a complete appraisal report shall be completed.
- Who can complete a Waiver Valuation- Completion of a Waiver Valuation is limited to in-house Right-of-Way (ROW) agents, having sufficient knowledge of the local real estate market and able to do a proper analysis for the offer.

When the Appraisal Section receives a request for an appraisal, the Appraisal Section Head will determine if an Appraisal Waiver will be used. Once assigned, the agent completing the waiver analysis shall provide a due diligence check of those real property interests to determine if an Appraisal Waiver is appropriate. At any point in the investigation, if the agent believes the interest to be considered is greater than allowed, the agent will notify the Appraisal Section Head that the real property interest will **not** be valued using the Waiver Valuation and a full appraisal analysis will then be completed.

- **Minimum analysis-** The agent completing an Appraisal Waiver must at a minimum, show sales or listings which appear to generally approximate what would be considered comparable to the subject property being considered. Sales prices (minus any improvement estimates if the interest considered is for land or land base considerations only) should be divided by the size of the property to establish an unadjusted unit sales price. The agent will use spread sheet table type formats to show the sales in a side by side comparison. Data, considerations and explanations regarding the final unit value choice must be explained and placed in the agent's work file.
- **Nominal Value Offers-** Should the agent conclude that a nominal offer is appropriate because of the type of parcel being taken (ex. steep slope, part of a stream, unusable land area, zoning, nominal highest and best use for land, etc.) then an explanation without a table comparison is acceptable. An explanation regarding the thought and logic for the use of the nominal consideration conclusion still must be shown in both the work file and report.
- **Reporting format-** For Waiver Valuations, agents shall use the HWY-RP Compensation Estimate reporting form format, as amended.
- **Approval-**The Appraisal Section Head will determine the acceptability of the completed Compensation Estimate and its suitability for use in negotiations.

The analysis and reporting requirements are two separate issues. The analysis will be placed in the work file, while the conclusions and brief discussions will be reported on the Compensation Estimate form. The agent is responsible for answering any questions regarding the appraisal waiver conclusions.

APPRAISAL WAIVER AND CONFLICT OF INTEREST:

The \$2,500.00 limit for an Appraisal Waiver found in 49 CFR 24.102(c) (2) and the conflict of interest in 49 CFR 24.103 (e) were raised to \$10,000.00 by the Federal Highway Administration (FHWA) on February 18, 1997. An Appraisal Waiver shall be applied to each Tax Map Key (TMK) parcel and the offer of all takings (fee, easement and construction rental, etc.) from each TMK parcel must not exceed \$10,000.00. When said taking is not expected to exceed \$10,000.00, the Appraisal Section Head signs and dates a memorandum stating that the value is not expected to exceed \$10,000.00 and transmits the memorandum to the Acquisition Section Head for concurrence. This process is termed an "Appraisal Waiver".

- A. When the appraisal waiver provision for TMK parcels that are not expected to exceed \$10,000.00 is utilized, it is not necessary to afford the property owner the opportunity to accompany the appraiser on the property inspection;
- B. If the parcel cannot be negotiated based on the Appraisal Waiver, the Acquisition Section Head shall provide notification to the Appraisal Section Head that an appraisal report and review are required for condemnation purposes;
- C. Based on determination that an assignment is not complex and does not require detailed analysis, the Waiver Valuation format may be used. The Appraisal Waiver format is considered a Jurisdictional Exception to the requirements of USPAP.
- D. The ROW agent completing the Appraisal Waiver or the ROW agent making the offer (if not the same), shall determine the just compensation amount for the parcel after analyzing all relevant, available market data. The ROW agent shall make a Statement of Just Compensation and Appraisal Summary Statement (see pages 3.2-A and B) for not less than the amount stated in the Statement of Just Compensation. The Compensation Estimate is addressed to the ROW Branch Manager for approval and signed and dated as recommended for approval by the Appraisal Section Head indicating concurrence with the offer conclusion.

NUMBER OF APPRAISAL REPORTS REQUIRED:

- A. At minimum, one appraisal per parcel. Number of hard copies and digital copies will be offered as requested.
- B. Additional appraisals may be desirable when the appraisal problem is complex, valuation is considerable, there is a wide divergence of values between two appraisals or the additional report will aid in the acquisition of the parcel. The ROW reviewer with concurrence of the Appraisal Section Head and approval of the ROW Branch Manager may order the additional appraisal.

UNIFORM RESIDENTIAL APPRAISAL REPORT:

The Uniform Residential Appraisal Report (see page 3.2-C) is a format that provides the agent with a reporting tool that is abbreviated, less complicated and not time consuming than the narrative format. The use of this format is subject to the following limitations:

- A. Format is limited to Freddie Mac Form 70, revision 6/93, or its equivalent;
- B. Limited to appraisals of entire residential acquisitions where only the comparable sales approach is applicable, and adequate data is available;
- C. It is not subject to any dollar limitation.

The addendums shall include, when applicable, the Certificate of Appraiser, Statement of Limiting Conditions, maps of subject property and comparables sales, Comparable Sales Data and any other data and brief narrative of adjustments deemed relevant by the appraiser/reviewer, shall be included.

MINIMUM PAYMENT:

The minimum payment for parcel acquisition shall not be less than \$500.00. The minimum payment for rentals shall be as determined on an annual basis, as appropriate.

GENERAL INSTRUCTIONS TO THE APPRAISER:

The principle form of appraisal reporting accepted by the Hawaii DOT shall be in a narrative format. Due to the nature of the information required in an appraisal prepared for the DOT, a detailed General Instructions to the Appraiser shall be provided to each fee appraiser completing assignments for the DOT.

PARTIAL ACQUISITIONS:

When a portion of a TMK parcel is required for highway purposes, the fair market value of the part taken and severance damages, if any, to the remainder parcel shall be established by the appraisal/review process. In the construction of a new highway, special benefits may offset severance damages and the value of the part taken. Refer to Hawaii Revised Statutes Chapter 101.

EXCESS ACQUISITIONS:

When only a portion of a property is required for highway right-of-way or highway related needs and the State elects to acquire the larger parcel or whole property, Federal participation will be limited to the fair market value of the portion taken for the highway project plus, damages, if any, to the remainder parcel.

UNECONOMIC REMNANT:

Uneconomic remnant is defined as the remaining part of a larger parcel, after a partial acquisition has severed a larger parcel, having little or no utility or little value to the abutting owner. The State must offer to acquire uneconomic remnants. It is the responsibility of the Review Appraiser to confer with the Appraisal Section Head to determine if the remnant should be incorporated as part of the right-of-way as a whole taking or left outside the right-of-way as excess acquisition and establish damages, if any, to the remainder remnant, should the abutting owner request this. The Report of Review Appraiser shall reflect the fair market value depending on the option selected.

ACCESS RIGHTS:

Federal funds may participate in payments for access control where the highway is on a new location.

ADMINISTRATIVE AND LEGAL SETTLEMENTS:

ROW personnel may be used to assist the ROW Manager or legal counsel on making administrative or legal settlements, and/or preparation and conduct for a contested value eminent domain trial.

STATUS REPORTS:

Supervisory ROW Agent V will prepare bi-monthly status reports involving projects assigned to them.

PROJECT ENHANCEMENT OR DIMINUTION:

Advanced knowledge of an impending highway project can often affect the values of the properties within and outside the right-of-way. This can either have a positive or negative effect on the parcels to be acquired. This effect is called "project enhancement" and must be avoided in the estimate of just compensation.

Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvements for which such property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, shall be disregarded in determining the just compensation for the property.

APPRAISAL OF DONATED RIGHT-OF-WAY:

- A. Department policy allows for the donation of right-of-way for public projects. In these instances, an appraisal of the property is still required unless the donor releases the Department from such obligation;
- B. If the property owner intends to seek a credit against his/her Federal Income Tax and the donation is estimated to be valued at \$5,000.00 or more, the Internal Revenue Service (IRS) requires that the property be appraised by a fee appraiser.
- C. The selection of the appraiser may be with the consultation of the property owner and complete an appraisal and reviewed by the Department. The qualified appraiser shall be selected from the Department's approved list of real estate appraisers. Exceptions may be made on case by case basis, considering circumstance and situation.
- D. The appraisal may or may not be submitted through the review process. The appraisal report completed product is expected to be completed in accordance with USPAP and the Department's appraisal report requirements.

VALUATION OF LEASEHOLD - LEASED FEE INTEREST:

In the valuation of an acquisition encumbered by a leasehold interest, the Hawaii DOT adheres to the undivided fee rule of valuation. The Department will value the parcel as if there is only one owner and that the sum of the parts in the valuation cannot exceed the value of the whole. The State is not bound by agreements to which it is not a party and is not obligated to consider any covenant between property owners which is not compensable under State law. Properties affected by contract rent will be considered as it relates to economic rent and further determination of fair market value in a taking. A parcel encumbered by leasehold tenure will be valued utilizing the concept of "willing buyer — willing seller" and under prudent management. The leasehold interest is one of the sticks in the bundle of rights considered in the single ownership. The distribution of this valuation and an award of a subsequent valuation to the Lessee by the Lessor, is the responsibility of both parties or by court decision. If no other data is available; the terms of the contract will prevail. In all cases, the lease document will be thoroughly reviewed and considered.

VALUATION OF TENANT OWNED BUILDINGS, STRUCTURES AND IMPROVEMENTS:

The Hawaii DOT adheres to the undivided fee rule in valuing leased property. The tenants have rights to compensation for tenant-owned buildings, structures or other improvements. Tenant-owned improvements are defined as "items which may or may not be affixed, which cannot be removed without incurring substantial harm to the property or suffer a loss in value. Such buildings, structures or improvements shall be deemed to be a part of the real property to be acquired notwithstanding the right or obligation of a tenant to remove the improvements at the expiration of the tenant's lease." The terms of a lease shall be considered in determining economic rent or tenant improvement value. The value determined is to be the value to which the improvements contribute (contributory value) to the fair market value of the total real property appraised or the salvage value whichever is greater.

Salvage value, as it pertains to tenant-owned improvements, is defined as the dollar amount that a building, structure or improvement would bring if sold on the open market with the stipulation that such items be removed from the property it occupies at the time of sale, taking into consideration the costs to dismantle, move, reassemble, etc.

Once the appraisal of the subject acquisition has been completed, the Review Appraiser will make his/her estimate of just compensation which will consist of the contributory value, or salvage value, whichever is greater of tenant-owned improvements excluding any personal items.

COMPENSABLE AND NON-COMPENSABLE DAMAGES:

In determining the compensability of damages, the appraiser must have knowledge of what is considered compensable and non-compensable by the courts. When administering a Federal-Aid project the following damages are considered non-compensable:

- Loss of business;
- Expense incurred for moving personal property;
- Loss of good will;
- Raising or lowering the grade of the highway;
- Damages resulting from the owner's inability to obtain an acceptable new location;
- Loss of profit;
- Increased noise and fumes from increased traffic;
- Circuitry of travel;
- Diversion or reroute of traffic and;
- Damage to potential improvements or for items highly speculative in nature.

BENEFIT:

Beneficial factors that properties experience which are attributable to the proposed project. The two types of benefits are: general and special.

A. General Benefits

General benefits are defined as the benefits which accrue to the community at large, to the area adjacent to the improvement, or to other property similarly situated. The Hawaii DOT does not deduct from the just compensation for general benefits to the remainder parcel.

B. Special Benefits

Special benefits are those benefits which accrue directly and solely to the advantage of the property remaining after a partial taking. Hawaii uses special benefits to offset damages to a specific parcel and the value of the partial taking for new highway facilities.

STATE SHARE OF PROJECT COST:

Real property owned by the State and local governments incorporated within a federally funded project may be used as a credit toward the matching share of total cost (also known as a soft match). The value of the real property is determined at either historical acquisition cost or current fair market value, whichever is greater, supported with documentation that justifies the amount of the credit and certification that the acquisition satisfied the conditions in 23 CFR 710.501(b). Appraisal standards are identical as if private owners were involved, and appropriate sections of this manual would apply.

STATEMENT OF JUST COMPENSATION

PROJECT:

Identified on Right-of-Way Map as Parcel xxx

TAX MAP KEY:

SUBJECT: xxx sq. ft. portion

OWNER:

PURPOSE: In accordance with the law, the State of Hawaii, Department of Transportation, herewith submits a written statement of, and summary of the basis for the amount it has established as just compensation for the above identified property.

The Hawaii State Constitution, Section 18, Article I, states: "Private property shall not be taken or damaged for public use without just compensation."

The State of Hawaii has obtained the services of competent and experienced real estate appraisers who employ established appraisal techniques and approaches in arriving at an estimate of fair market value. All appraisals utilized in establishing the fair market value are reviewed by qualified State Review appraisers to assure compliance with accepted principles and techniques in the evaluation of real estate in accordance with existing State and Federal requirements. Consideration is given to those items which are compensable under State of Hawaii law and those items which are considered as non-compensable are excluded.

The amount established as just compensation is not less than the State of Hawaii's approved appraisal of the fair market value of the property being acquired. Any decrease or increase in fair market value of this real property prior to the date of valuation caused by the public improvement for which such property is acquired or by the likelihood that this property would be acquired for such

improvement, other than due to physical deterioration within reasonable control of the owner, has been disregarded in determining the compensation for this property

Unless otherwise stated in the attached letter of offer, the amount established as just compensation is for the real property being acquired, which includes land, buildings, structures, or improvements located on, or damaged as a result of the taking of the areas and interest described in the attached letter of offer.

The amount established as just compensation does not include items of personal property such as household furnishings, clothing and appliances. The State of Hawaii will pay the owner of personal property reasonable and necessary moving cost in accordance with the Department of Transportation's brochure entitled "Relocation Advisory Assistance and Relocation Payments."

In the case of leasehold, the lessor's interest and the leasee's interest will be allocated separately. If the lessor and lessee disagree on the amounts so allocated or distribution made in the letter of offer, payments will not be made to either party. The matter will then be resolved by agreement of the parties or through litigation. This non-payment to either party will prevent prejudice and will not place the State in the position as adjudicator.

JUST

COMPENSATION: The Estimated Annual Fair Market Rental Value that represents the full amount of just compensation for the xxx sq. ft. subject Parcel xxx as of _____1, 2010 was determined to be a rent of \$xxx annually.

APPRAISAL SUMMARY STATEMENT

PROJECT:

Identified on Right-of-Way Map as Parcel

TAX MAP KEY:

SUBJECT : xxx sq. ft.

PROPERTY ACQUIRED: All: _____ Part: X

OWNER (S):

ADDRESS:

ZONING:

PRESENT USE:

HIGHEST & BEST USE:

INTENDED USE:

The Market Rent Estimate is as follows:

Rent for xxx sq. ft. construction parcel	\$ xxx annually
Damages to remainder less benefits, if any	<u>xxx</u>
Just compensation for rental	\$xxx annually

The market rent estimate is based upon an appraisal estimate prepared in accordance with accepted appraisal procedures. Full and careful consideration has been given to the highest and best use for development of the property and to all features inherent in the property in order that the highest valuation possible can be made. The Market Rent Estimate was developed and reported in conformity with Federal and State statutes, and Right-of-Way branch policies.

