

Department of Engineering  
Tim Bryan, P.E., PTOE, County Engineer

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**MEMORANDUM**

November 26, 2025

To: Casey Brannon, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
Karl Banks, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE  
County Engineer

Re: Supplemental Agreement No. 1  
Yandell Road from Smith Carr Road to North Old Canton

The Engineering Department requests approval of this Supplemental Agreement #1 with Waggoner Engineering, Inc. in the amount of \$604,071.32 for the right-of-way acquisition phase of their project.

The original contract was \$1,539,367.21 so the revised contract value is up to \$2,143,438.53



143-A LeFleurs Square  
Jackson, MS 39211  
601-355-9526  
waggonereng.com

November 3, 2025

Honorable Gerald Steen, President  
Madison County Board of Supervisors  
125 West North Street  
Canton, MS 392046

RE: Professional Services Agreement – Amendment #1  
Yandell Road Improvements  
Smith Carr Road to N. Old Canton Road

Dear Supervisor Steen:

Thank you for your continued confidence in Waggoner Engineering, Inc. to satisfy your needs for professional engineering services for the Yandell Road Improvements Project. Our design effort for this phase of the project began in November 2024.

We have enclosed our Professional Services Amendment #1 for your consideration. This contract modification establishes the budgets for preparation of Final Right-of-Way Maps and Deeds and Right of Way Acquisition Services. These additional services are needed to support the roadway widening improvements for Yandell Road from Smith Carr Road to N. Old Canton Road.

It is anticipated that the services to be provided will include such elements as; Right of Way Services Management, title research and reports, real estate appraisals, appraisal reviews, road right of way negotiations and acquisitions, temporary construction easement negotiations and acquisitions, utility easement negotiations and acquisitions, and support for litigation as may be required. While relocation services and personal property move assistance can also be provided it is not anticipated on this project.

Waggoner is proposing to utilize Integrated Right of Way (IROW) as our subconsultant to accomplish this work. IROW is a local firm with experience providing these services to the County and are authorized right-of-way vendors for MDOT.

Since the project is still in the design phase, final recorded Right of Way Maps have yet to be completed. However, at this time it appears that approximately 37 parcels and/or easements will be required for the project. Several assumptions have been made as indicated below based on experience with similar projects:

- Certificate of Title will be prepared for all parcels; we have assumed that 25% of these parcels will require Title updates due to aging that occurs during the acquisition process.
- A Project Comparable Sales Brochure shall be prepared for the development of all Project Appraisals and utilized for appraisal waiver valuations
- It has been assumed that approximately 50% of the “Land Only” parcels will be eligible for the Appraisal Waiver process. However, we have assumed that 25% of those parcels will ultimately



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require a full Appraisal since some landowners will not be willing to accept the valuation offer under that process.

- It has been assumed that 10% of properties will require litigation due to “title issues” and or unwillingness to accept the Just Compensation as determined. Updated appraisals and professional services included for any court proceedings/litigation.
- Appraisal reviews shall be provided on all parcels except for those acquired under the Appraisal Wavier valuation process.
- Acquisition services shall be required for all parcels to be acquired. As noted, 25% of the Appraisal Wavier parcels have been assumed to reject that offer so additional negotiation presentations shall be required once a formal appraisal has been prepared.
- It has been assumed that Partial Releases will be required on 10 properties

The abstract services and development of the Comp Brochure can be initiated in advance of the completion of the final design plans, however the formal right of way services for the appraisals and acquisitions cannot be started until the final right of way maps have been completed and recorded. The estimated timeline for these services is approximately one (1) year. Details of the proposal are attached for your review

This amendment will increase Waggoner’s contract amount by \$604,071.32 for a new contract amount of \$2,143,438.53. If this Amendment is acceptable to you, please sign all copies and return one (1) copy to us for our records.

Again, thank you for your confidence in Waggoner Engineering, Inc. and for this opportunity to be of service.

Sincerely,

Darion Warren, CFM  
Area Manager – Central Mississippi

**PROFESSIONAL SERVICES AGREEMENT – AMENDMENT #1**

PROJECT NAME: **Yandell Road Improvements  
Smith Carr Road to N. Old Canton Road**

This Amendment is by and between

**Madison County Board of Supervisors**  
125 West North Street  
Canton, MS 392046

hereafter referred to as the “Client”, and

**Waggoner Engineering, Inc. (Waggoner and Consultant)**  
143-A LeFleurs Square  
Jackson, Mississippi 39211

Who agree as follows:

WHEREAS, the Client and Waggoner entered into a Professional Services Agreement dated November 4, 2024, and

WHEREAS, the Client has requested that Waggoner provide additional services related to Preparation of Survey Plats & Legal Descriptions and Right-Of-Way Acquisition for the Yandell Road Improvements from Smith Carr Road to N. Old Canton Road.

NOW THEREFORE, both parties mutually agree as follows:

Amend Exhibit A – SCOPE OF WORK by adding the enclosed Scope of Work.

Amend and replace EXHIBIT B – COMPENSATION SCHEDULE, with the attached revised edition.

All other sections of the original Agreement not amended shall remain in full force and in effect for the duration of this amended period.

APPROVED FOR  
**Waggoner Engineering, Inc.**

By:   
Printed Name: Zach Adams

Title: Vice President  
Date: 10/10/25

APPROVED FOR  
**Madison County Board of Supervisors**

By: \_\_\_\_\_  
Printed Name: Gerald Steen

Title: Board President  
Date: \_\_\_\_\_

**EXHIBIT A SUPPLEMENT ISSUED BY AMENDMENT #1**  
**SCOPE OF WORK – SUPPLEMENT**  
**EXHIBIT A**

**A. Preparation Of Survey Plats and Legal Description**

Preparation of final Right-of-Way Maps and Deeds shall include:

- Location of property lines;
- Preparation of acquisition (appraisal) maps;
- Legal Descriptions prepared in accordance with the Standards of Practice for Surveying in the State of Mississippi; and
- Monument the proposed Right-of-Way limits and Easements.

Right-of-Way Acquisition Map

Waggoner shall prepare a plat of survey, signed and sealed by a Professional Surveyor licensed and in good standing with the Mississippi Board of Licensure for Professional Engineers and Surveyors. Individual plats and descriptions will be created for approximately forty (40) parcels and/or temporary construction easements.

- The plats and descriptions shall comply with the current standards of practice for a Class B Survey as outlined by the current standards of practice set forth by the Mississippi Board of Licensure for Professional Engineers and Surveyors.
- Minimum plat size shall be 8 ½" x 11" with scale sufficient to show appropriate level of detail.
- The plat shall the Owners Name, Parcel ID, Vesting Deed Book/Page, and the area (Acres and Square footage) to be acquired as well as the remaining area of the parent parcel by deed.
- The descriptions shall be placed in the newest and appropriate deed template from MDOT.

After the Maps and Deeds are completed, the CONSULTANT shall make any revisions requested by Madison County as a result from any changes made to the Final Right-of-Way plans. The CONSULTANT acknowledges that revisions to Final Right-of-Way Plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way Process.

**B. Performing Real Estate Acquisition Services**

The scope of work under this contract amendment also identifies "Real Estate Acquisition Services" to be performed by the CONSULTANT on an "As-Needed Basis", and only if requested and upon receiving written authorization from the CLIENT for any or all, of the thirty-seven (37) parcels along Yandell Road from Smith Carr Road to N. Old Canton Road.

The type of acquisition services to be performed upon request by the "CLIENT", are described in the following pages and include the following services:

1. Title Services
  - i. Examination of Public Records
  - ii. Preparation of Certificate of Title
  - iii. Updating Certificate of Title
  - iv. Closing and Recording
2. Appraisal Services
  - i. Comparable Sales Brochure
  - ii. Land Only Valuations
  - iii. Improved Property Valuations
  - iv. Appraisal Revisions & Court Update Appraisals
3. Review Appraisal Fees
  - i. Land Only Valuations
  - ii. Improved Property Valuations
  - iii. Appraisal Revisions & Court Update Appraisals
4. Acquisition Services
  - i. Permanent Right of Way or Temporary Easement Acquisition with a maximum of two (2) signatures
  - ii. Partial Release Acquisition
  - iii. Waiver Valuations
  - iv. Relocation Assistance of Miscellaneous Personal Property

The "Real Estate Acquisition Services" performed under this Contract Amendment shall be performed by the CONSULTANT on behalf of Madison County, in accordance with the terms and conditions of the Contract. The specific scope of work and Services requested under this Contract will depend on the specific requirements of the project. The Consultant shall perform the scope of work as identified in the following pages for the Project only upon receiving an authorization and notice to proceed from the Client. Any services performed under this Contract shall conform to state and federal laws and regulations to include, but not limited to, the Federal Regulations codified at 49 CFR Part 24.

The "Scope of Work" for the "Real Estate Acquisition Services" in this contract include:

#### **APPRAISAL SCOPE OF WORK**

After written authorization has been received from the "CLIENT", but prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, the following:

1. The Uniform Standards of Professional Appraisal Practice (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser of record shall be at a minimum a Licensed Real Estate Appraiser with two (2) years' experience in appraisal for acquisition of right of way purposes;

## **Appraisal Meeting**

Before beginning developing or reporting of any appraisal work, the Consultant (including any sub-consultants) and the Review Appraiser shall meet jointly with "CLIENT" to discuss project plans, Right of Way procedures and the appraisal scope of work. At the meeting, the type of appraisal reports (Total Before and After of Improved Property, Land, and Short Form appraisal reports, parcels that may qualify for use of waiver valuations will be discussed.

## **Appraisal Development and Reporting**

After the "CLIENT" has issued a written authorization to begin the acquisition process CONSULTANT may begin the appraisal development and reporting. The Consultant shall develop a fully documented real property appraisal report on the designated parcel of property for the Project, and in so doing shall make a personal inspection of each parcel appraised.

Before the initiation of negotiations the real property to be acquired shall be appraised, except as provided in 49 CFR §24.102(c)(2), and the Consultant shall notify the owner in writing of "CLIENT"'s interest in acquiring the real property and the basic protections provided to the owner by law and shall offer in writing to the property owner(s) or the property owner(s)' designated representative an opportunity to accompany the appraiser on the inspection of the property, in compliance with 49 CFR §24.102(c)(1). This offer to accompany the appraiser must be documented in the appraisal report. The Consultant shall provide the owner with the following:

1. Owner-Appraiser Contact Letter;
2. Copy of the ROW Acquisition Map (Survey Plat & Legal Description); and
3. Citizen's Right of Way Acquisition Guide.

Each notification provided to the property owner or occupant shall be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in compliance with 49 CFR §24.5.

A fully documented real property appraisal report shall be considered to be the value of all compensable interests under the laws of the State of Mississippi, including the before and after rule, pertaining to the same parcel. In addition to the fee simple interest, this is to include all leasehold and leased fee interests, permanent easements, access rights, uneconomical remnants, (remainders), temporary easements, and any other interest in the real property, excluding utility easements.

As mentioned above, the Consultant shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest

- and best use, and at least a 5-year sales history of the property. (See *appendix A, 49 CR §24.103(a)(1).*)
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (See *appendix A, 49 CFR §24.103(a)(1).*)
  3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
  4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
  5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

The per-parcel appraisal fee agreed to in this Contract shall include any and all expenses necessary for, and related to, the appraisal development and reporting, for the parcel, including, but not being limited to, timber cruises, cost-to-cure quotes, and cost-new estimates if requested by "CLIENT", and any time required to attend conferences for the purpose of discussing certain aspects of the appraisal report, not to include time and expense for eminent domain purposes.

Upon the completion of appraisal report(s), the Consultant shall deliver one (1) hard copy and/or one (1) electronic copy of each appraisal report to "CLIENT".

## **APPRAISAL REVIEW SCOPE OF WORK**

### **General**

If requested by the "CLIENT", and prior to the Establishment of the Amount Believed to be Just Compensation, the Fair Market Value Offer, and Acquisition of the parcel interest, a review of the appraisal report shall be performed by the Review Appraiser. The appraisal review shall be developed and reported in compliance with the terms of this contract, and all applicable laws, rules and regulations including, without limitation, the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. The Review Appraiser shall be a State Certified General Real Estate Appraiser with at least six (6) years of appraisal experience and must have previous experience in appraisal review work for right of way acquisition;
4. All appraisal review reports shall be completed in a format materially equivalent to the MDOT Appraisal Review Report Forms;
5. If the MDOT Appraisal Review Reports are used, all references to MDOT must be edited to replace MDOT with "CLIENT" name; and
6. If requested by the "CLIENT", the "Consultant" shall complete the Establishment of Just Compensation (EJC) Form for approval by "CLIENT".

The Review Appraiser shall meet with "CLIENT" and the Consultant at the beginning of the project acquisition phase to discuss the project status, plans, the possible use of waiver valuations, and the real property appraisal and review appraisal process. This meeting shall be held at a place determined by "CLIENT".

The primary function of the Review Appraiser under this contract is to recommend (to "CLIENT") an appraisal that can be used as the basis for the establishment of the amount believed to be just compensation for each parcel to be acquired on the project. Therefore, the Appraisal Review Reports developed and reported as part of this contract shall, at a minimum, meet the following requirements as defined in 49 CFR §24.104 as follows:

1. A qualified Review Appraiser (*see* 49 CFR §24.103(d)(1) and appendix A, 49 CFR §24.104) shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a)(3), appraisal requirements found in 49 CFR §24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, and support the appraiser's opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions;
2. The Review Appraiser shall identify each appraisal report as 1) recommended (as the basis for the establishment of the amount believed to be just compensation), 2) accepted (meets all requirements, but not selected as recommended, or 3) not accepted (does not meet all requirements and is not selected as recommended or accepted); and
3. If the Review Appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring Agency that it is not practical to obtain an additional appraisal, the Review Appraiser may, as part of the review, present and analyze market information in conformance with 49 CFR §24.103 to support recommended value. (*see* appendix A, 49 CFR §24.104(b).)

The Review Appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived upon during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the Review Appraiser's report. The Review Appraiser shall also prepare a signed certification that states the parameters of the review. This certification shall state the recommended value.

The Review Appraiser shall not begin work before "CLIENT" issues the notice to proceed. The Review Appraiser shall begin appraisal review work and shall continue until all appraisals, appraisal revisions, and appraisals for court, if requested as part of this scope of work, have been received, reviewed, accepted and/or recommended. The Review Appraiser shall complete the review of each appraisal report within a reasonable time to be determined by "CLIENT". If deficiencies are found, the appraisal report will be returned to the Consultant for corrections or clarifications, and the Review Appraiser shall have additional time to complete the appraisal review as determined by "CLIENT".

The Review Appraiser shall provide to "CLIENT" a Review Appraisal Weekly Status Report in a format prescribed by "CLIENT".

The Review Appraiser shall provide one (1) recommended appraisal report, one (1) appraisal review report, and one (1) Establishment of Just Compensation (EJC) Form to "CLIENT". "CLIENT"'s designated official shall complete the Establishment of Just Compensation Form (EJC) by signing and dating the form. Once the EJC has been completed by "CLIENT", "CLIENT" shall submit one (1) copy of the recommended appraisal report, one (1) copy of the review appraisal report, and one (1) copy of the completed EJC to the Consultant for each parcel on the project. This document shall be provided at the discretion of "CLIENT" in either hard copy or electronic format.

In addition to the requirements set forth in the preceding paragraphs, the Review Appraiser shall be available to assist and advise "CLIENT" and the Consultant when difficulties arise. Difficulties may involve, but are not limited to, recommending changes in the proposed acquisition, explaining differences in values from different appraisals, or correcting omissions or changes. In addition, the Review Appraiser shall make a supported, written recommendation to "CLIENT" when a second appraisal is needed or when the services of a specialist are needed. The Review Appraiser shall be available to meet with "CLIENT", the Consultant, to discuss the Review Appraiser's recommended appraisal report of his estimate of market value, if applicable.

The negotiated appraisal review fee per parcel agreed to in this contract shall include any and all expenses necessary for, and related to, 1) review and acceptance of the Project Sales Brochure, 2) developing and reporting the original and revised Appraisal Review Reports, which results in a recommended amount believed to be just compensation, 3) preparation of the EJC, and, upon request by "CLIENT", 4) time required to attend conferences for the purpose of discussing certain aspects of the appraisal report.

"CLIENT" shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by "CLIENT" of the recommended appraisal report or Review Appraiser(s)' determination of value, appraisal review report and submission of the amount believed to be just compensation on the Establishment of Just Compensation from the Review Appraiser.

"CLIENT" or the Consultant shall furnish to the Review Appraiser the following:

1. One (1) original Appraisal Report;
2. One (1) copy of Survey Plat and Legal Description; and

The Review Appraiser shall furnish to "CLIENT" the following:

1. One (1) recommended Appraisal Report;
2. One (1) Appraisal Review Report;
3. One (1) Establishment of Just Compensation (EJC) Form to be approved (completed, signed and dated) by "CLIENT" designated official; and

#### **ACQUISITION SCOPE OF WORK**

Upon requested and a written authorization from the "CLIENT", the Consultant shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations.

### **Prior to the Initiation of Negotiations**

After "CLIENT" has received written authorization from the "CLIENT" to begin the acquisition process, the Consultant shall review ROW acquisition maps (Survey Plats), instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

Additionally, the Consultant shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the "CLIENT".

### **Waiver Valuation**

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR §24.102(c)(2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The Consultant in consultation with the Review Appraiser for the project shall make a recommendation to "CLIENT" that a parcel meets the above criteria for being valued by a Waiver Valuation. "CLIENT" shall provide the Consultant with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. A Waiver Valuation shall be completed by the Consultant, upon request from "CLIENT", for all applicable parcels and submitted to "CLIENT". "CLIENT" shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. "CLIENT" shall return the Waiver Valuation and the Establishment of Just Compensation to the Consultant upon completion. The Consultant shall use the Waiver Valuation and Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel. "CLIENT" shall approve the FMVO prior to the offer being made to all interest holders of the property to be acquired by the Consultant.

### **Establishment and Offer of Just Compensation**

"CLIENT" shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which "CLIENT" believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. "CLIENT" must establish the amount believed to be just compensation, per 49 CFR §24.102(d). Promptly thereafter, "CLIENT" shall provide Consultant with the establishment of just compensation of the FMVO to enable the Consultant

to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation.

### **Begin Acquisition**

Upon request from the "CLIENT", and after "CLIENT" has provided the "Consultant" with written authorization to begin the Right of Way Acquisition phase of project, the Consultant shall begin the acquisition process for parcel or parcels as designated by the "CLIENT". The Consultant shall make every reasonable effort to acquire the real property expeditiously by negotiation.

### **Acquisition by Deed**

When a parcel is acquired by deed, the "Consultant" shall furnish to "CLIENT" the following:

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the Consultant's acquisition agent or Consultant project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust, if required by the "CLIENT", including executed Third Party Release Authorization Form from the property owners,;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by "CLIENT". This Fair Market Value Offer shall be in a form prescribed by "CLIENT" and the Consultant may utilize the MDOT ROW Operations Manual for reference.
5. A contact record in a format approved by "CLIENT". Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the Consultant has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the Consultant must certify that the property owner(s) have been made aware of these liens, and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

### **Acquisition by Donation**

The Consultant may acquire the parcel by donation as set forth in 49 CFR §24.108. In so doing, the Consultant must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to "CLIENT", as the owner(s) shall determine. The Consultant shall assure that the appraisal and review appraisal processes have occurred, ***unless*** "CLIENT" determines prior to negotiations that the Waiver Valuation

process is applicable and was utilized on the property or the owner(s) have waived the right to an appraisal. The Consultant must obtain from all ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the following clause and the clause must be initialed by the landowner(s) and the Consultant acquiring:

"I/We fully understand that we have the right to receive just compensation for the real property herein described based on an appraisal of said property. I/We hereby waive our right to just compensation and donate the real property herein described to \_\_\_\_\_."

In the event that the property owner additionally waives the right to the appraisal process, an additional statement shall be added to the instrument of conveyance as follows:

"I/We further understand that we have the right to request that a fair market value appraisal of the property be made and I/We hereby waive that right."

#### **Acquisition Status Reports and Record Keeping**

The Consultant shall furnish "CLIENT", on an agreed upon basis, a status report in a format approved by "CLIENT". This status report shall be inclusive of, but not limited to, number of parcels in the Project, Project number(s), number of files in negotiation, number of files acquired and condemned, parcel numbers, date of negotiations, date of fair market value offers, date acquired, condemnation dates, acreage involved, values on land, improvements, and damages and amount(s) of any administrative settlement(s), if applicable.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

	<b>Proposed Budget</b>
<b>Design Engineering Services</b>	<b>\$ 1,539,367.21</b>
<b>Amendment #1 – ROW Acquisition Services</b>	<b>\$ 604,071.32</b>
<b>Additional Services</b>	<b>Hourly as Requested</b>
<b>TOTAL</b>	<b>\$ 2,143,438.53</b>

**SUPPLEMENT COMPENSATION SCHEDULE**

**TASK "A"**

**PREPARING SURVEY PLATS & LEGAL DESCRIPTIONS**

Task	Unit Price per Parcel	Estimated No. of Parcel	Estimated Cost per Task
Survey Plats & Legal Descriptions	\$5,730.84	37	\$212,040.90
<b>Estimated Cost of Services:</b>			<b>\$212,040.90</b>

**TASK "B"**

**REAL ESTATE ACQUISITION SERVICES**

Task	Unit Price per Parcel	Estimated No. of Parcel	Estimated Cost per Task
Title Services	\$1,380.00	37	\$51,060.00
Appraisal Services	\$1,978.38	37	\$73,200.00
Review Appraisal Fees	\$1,427.03	37	\$52,800.00
Acquisition Services	\$4,488.65	37	\$166,080.00
Coordination & Oversight	\$1,321.36	37	\$48,890.42
<b>Estimated Cost of Services:</b>			<b>\$392,030.42</b>
<b>Total Amount - Amendment #1</b>			<b>\$604,071.32</b>





Project: **Yandell Rd (Smith Carr Rd. - N. Old Canton Rd) Estimated iROW Services**

Est. Parcel Totals	Land Only Valuations	Improved Property Valuations	Estimated Waiver Valuation s Non-Complex Under \$10,000		
37	11	3	23		

**Title Services-Abstracting Budget Needs**

Est. Parcels	Examination of Public Records	"Abstract" Certificate of Title	Certificate of Title Update	Closing and Recordations	Estimated Fee (\$)
	<b>\$600</b>	<b>\$600</b>	<b>\$250</b>	<b>\$550</b>	<b>\$51,060</b>
Yandell Rd		37	0	37	\$42,550
					\$0
					\$0
					\$0
# of Parcels		37	0	37	
Sub Total:					\$42,550
Contingency 20%( 10% Sub Consultant Management & 10% addition contingency for unforeseen additional services)					\$8,510

**Title Services-Abstracting Budget Needs \$51,060**

**Appraisal Budget Needs**

Route Segments	Comparable Sales Brochure	Land Only Valuations	Improved Property Valuations	Appraisal Updates for Court	Totals
	<b>\$1,500</b>	<b>\$3,000</b>	<b>\$3,500</b>	<b>\$1,500</b>	<b>\$73,200</b>
Yandell Rd	1	11	3	4	\$51,000
					\$0
					\$0
					\$0
Sub Total:					\$51,000
Contingency 20%( 10% Sub Consultant Management & 10% addition contingency for unforeseen additional services)					\$10,200
Court Proceedings Est Assume (10% Parcels @\$3000 (for depositions-pre-trial and trial)					\$12,000

**Review Appraisal Fees**

Est. Parcels	Land Only Valuations	Improved Property Valuations	Appraisal Updates for Court	Estimated Fee (\$)
	<b>\$2,000</b>	<b>\$2,000</b>	<b>\$1,500</b>	<b>\$52,800</b>
Yandell Rd	11	3	4	\$34,000
				\$0
				\$0
				\$0
Sub Total:				\$34,000
Contingency 20%( 10% Sub Consultant Management & 10% addition contingency for unforeseen additional services)				\$6,800
Court Proceedings Est Assume (10% Parcels @\$3000 (for depositions-pre-trial and trial)				\$12,000

**Appraisal Service Budget Needs \$126,000**

**Acquisition Services**

Est. Parcels	Negotiation 2 Signatures	Partial Release	Ea. Additional Signature >4	Waiver Valuation	Personal Property/Absentee Landlord	Estimated Fee (\$)
	<b>\$3,500</b>	<b>\$500</b>	<b>\$100</b>	<b>\$900</b>	<b>\$2,500</b>	<b>\$166,080</b>
Yandell Rd	37	5	10	6		\$138,400
						\$0
						\$0
						\$0
Sub Total:						\$138,400
Contingency 20%( 10% Sub Consultant Management & 10% addition contingency for unforeseen additional services)						\$27,680

**Acquisition Budget Needs \$166,080**

**Summary**

Abstracting Services	\$51,060
Appraisal Fees	\$73,200
Review Appraisal Fees	\$52,800
Acquisition Services	\$166,080
<b>Total</b>	<b>\$343,140</b>