

## APPRAISAL COST REIMBURSEMENT AGREEMENT

[Owner's Name as shown on Title Report], hereinafter "OWNER(S)" of the property identified as Assessor's Parcel Number XXX-XXX-XX, hereinafter "PARCEL", located as shown on the attached Right of Way Map, and the County of El Dorado, acting by and through its Department of Transportation, hereinafter "COUNTY", are entering into this Appraisal Cost Reimbursement Agreement, hereinafter "AGREEMENT", which sets forth the basis for reimbursement for the reasonable costs of an independent appraisal of the PARCEL, or a portion thereof, by an appraiser licensed by the State of California Office of Real Estate Appraisers (OREA) per California Code of Civil Procedure section (Code Civ. Proc.) §1263.025.

COUNTY plans to [Project Description]. The PARCEL, or a portion thereof, is required for the project. COUNTY has the authority to exercise the power of eminent domain and has made an offer to purchase the PARCEL, or a portion thereof. Pursuant to Code Civ. Proc. §1263.025, OWNER(S) is entitled to be reimbursed up to \$5,000 for reasonable costs should OWNER(S) elect to obtain an independent appraisal of the PARCEL, or a portion thereof.

OWNER(S) and COUNTY agree that:

1. The PARCEL, or a portion thereof, to be appraised is shown on the attached Right of Way Appraisal Map(s).
2. To be eligible for reimbursement OWNER(S) shall: (a) order an independent appraisal to be conducted by an OREA licensed appraiser; (b) provide to the COUNTY a copy of an invoice from the appraiser showing the costs of the appraisal and the appraiser's OREA license number; (c) provide to the COUNTY a completed and executed Internal Revenue Service Form W-9; and (d) provide COUNTY with copies of the contract between the OWNER(S) and OREA licensed appraiser (if a contract was made). OWNER(S) are encouraged, but are not required, to provide to COUNTY a true and fully copy of the appraisal. The intended use of the appraisal is for negotiation purposes in the acquisition of property rights for the specified project.
3. OWNER(S) shall provide COUNTY with all of the information/documentation requested in Item 2 above concurrent with OWNER'S submission of this AGREEMENT to COUNTY. This AGREEMENT must be submitted to the COUNTY within ninety (90) days of the earliest of the following dates: (a) the date the selected appraiser requests payment from the OWNER(S) for the appraisal; or, (b) the date upon which OWNER(S), or someone on OWNER(S) behalf, remitted full payment to the selected appraiser for the appraisal.

**APPRAISAL COST REIMBURSEMENT AGREEMENT (Cont.)**

4. COUNTY shall review the information/documentation provided under Item 2 and approve all reasonable costs (up to \$5,000) of the OWNER(S) appraisal prior to issuing reimbursement to OWNER(S). Payment shall be made by COUNTY to OWNER(S) within 60 (sixty) days of receipt of the appraisal cost reimbursement request.
5. OWNER(S) agrees to indemnify, defend, and hold COUNTY harmless from and against any liability or damages resulting from claims for compensation or charges by OWNER's retained appraiser due to performance of the independent appraisal described herein.
6. No provision of this AGREEMENT shall in any way inure to the benefit of any third-person so as to constitute any such third-person as a third-party beneficiary of the AGREEMENT or any of its terms or conditions, or otherwise give rise to any cause of action in any person not a party hereto.

**OWNER(S):** Owner's Name as shown on Title Report

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Owner's name

**COUNTY:**

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Rafael Martinez, Director  
Department of Transportation