

# **EXHIBIT 13-B RIGHT OF WAY CERTIFICATION** **LOCAL ASSISTANCE PROJECT (Off State Highway System)**

**Local Agency:** \_\_\_\_\_

**NOTE:** This form is intended for use on local assistance projects, off the State Highway System (SHS), where federal funds are used and where Right of Way (R/W) or rights in real property are required. This form could also be used when work required for local agency projects is located primarily off the SHS but may also encroach onto the SHS. *(Eliminate this paragraph before submitting document to your DLAE)*

Right of Way Certification No.: \_\_\_\_\_ Project ID: \_\_\_\_\_  
 (Insert 1, 2, or 3 for the type of Certification being made)

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

General Project Description: \_\_\_\_\_

## **1. STATUS OF REQUIRED RIGHT OF WAY:**

Right of way (has been) (will be) acquired in accordance with applicable policy and procedure covering the acquisition of real property. Local Agency (has) (will have) legal and physical possession and right to enter on all lands as follows:

### **A. Total number of parcels required<sup>1</sup>:**

*For items A 1-8 below and B on page 2, if total at time of completing certification is 0, enter 0 on the number line (or B line) and eliminate corresponding table/s.*

#### **1. Parcels acquired (escrow closed or Final Order of Condemnation recorded):**

(To add table rows below, set cursor to right of last column in empty table set, then press enter, additional table rows will populate.)

Parcel Number	Owner	Project R/W Required <sup>2</sup>	Excess (Yes or No)	Close of Escrow/Final Order of Condemnation Date

#### **2. Parcels covered by Order for Possession:**

Parcel Number	Owner	Project R/W Required <sup>2</sup>	Effective Date of OP

#### **3. Parcels covered by executed Right of Way Contract with Possession Clause:**

Parcel Number	Owner	Project R/W Required <sup>2</sup>	Effective Date	Date Funds Made Available to Owner/Deposited into Escrow <sup>3</sup>

<sup>1</sup> Parcels listed in items A1-A7 on pages 1 and 2 should total the number shown on line 1A above.

<sup>2</sup> Items A1-A7: List as full acquisition, partial acquisition, fee, permanent easement (including type), temporary construction easement, etc. Detail should be added showing expiration dates of documents with fixed termination dates, i.e., temporary easements.

<sup>3</sup> Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of use of a possession clause in a right of way contact.

## 4. Parcels covered by Possession and Use Agreement only: \_\_\_\_\_

Parcel Number	Owner	Project R/W Required <sup>2</sup>	Effective Date	Date Funds Deposited Into Escrow <sup>4</sup>

5. Parcels covered by Right of Entry only (Requires HQs R/W and FHWA pre-approval)<sup>5</sup>: \_\_\_\_\_

Parcel Number	Owner	Project R/W Required <sup>2</sup>	Effective Date	Date Funds Deposited into Escrow

6. Parcels Covered by Resolution of Necessity only<sup>6</sup>: \_\_\_\_\_

Parcel Number	Owner	Project R/W Required <sup>2</sup>	Local Agency Resolution Date	Anticipated OP Service Date (all parties)	Anticipated OP Effective Date

7. Parcels covered by other acquisition documents as follows<sup>7</sup>: \_\_\_\_\_

Parcel Number or Location/ (P.M.)	Owner	Project R/W Required <sup>2</sup>	Type of Document	Effective Date	Expiration Date	Date Funds Deposited into Escrow <sup>4</sup>

## 8. Number of Parcels with a value in excess of \$500,000 \_\_\_\_\_

Dual Appraisal for each parcel (recommended but not required)? \_\_\_\_ Yes \_\_\_\_ No

**B. Construction Permits, other required permits<sup>8</sup>:** \_\_\_\_\_

Location/ (P.M.)	Owner	Type of Document	Effective Date	Expiration Date

**2. STATUS OF ACCESS CONTROL:**

Select appropriate statement/s and remove those that do not apply:

Conventional Highway, a highway with no control of access. Abutting property owners have access rights.

(OR)

Freeway/Expressway, a highway with limited/restricted rights of access.

(OR)

Non-Interstate Access Controlled Highway (or other facility with full access control). Except as provided in the approved plans for the project, all rights of access to, or from the section of highway to be improved under the project and the abutting property either are prohibited by law, or have been acquired, or are being acquired in condemnation proceedings heretofore commenced and which will be prosecuted to completion.

<sup>4</sup> Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of use.

<sup>5</sup> Rights of Entry must only be used in emergencies, or extremely unusual/extraordinary circumstances. All Rights of Entry must be pre-approved by the Division of HQs RW&LS and approved by FHWA. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor/s, as a condition of using a right of entry.

<sup>6</sup> To be used only rarely in a Certification No. 3; Resolution of Necessity must be adopted and the Order for Possession served, but is not yet effective.

<sup>7</sup> This section covers acquisitions where the document is a license, permit etc., not otherwise covered by A1-A6 above. Examples include Licenses from State Lands Commission, Flood Control Districts, and Letters of Consent from US Forest Service.

<sup>8</sup> These permits are not counted as parcels, are not appraised, recorded, or require payment (e.g. Permits to Enter).

(OR)

Except as provided in the approved plans for the project, all rights of access to, or from the section of highway to be improved under the project and the abutting property either are prohibited by law, or have been acquired under a previous project.

3. **STATUS OF AFFECTED RAILROAD OPERATING FACILITIES**, select appropriate statement/s and remove what does not apply:

None affected.

(OR)

The \_\_\_\_\_ Railroad has approved the proposed work, which is within their right of way but which does not require the adjustment of railroad facilities. The necessary clauses will be placed in the contract special provisions. The project may now be advertised.

(OR)

The \_\_\_\_\_ Railroad (and when needed, the Public Utilities Commission) has approved the proposed work, which is within the railroad right of way and does require the adjustment of railroad facilities. The railroad, or its contract forces, will provide the necessary labor, materials and/or equipment to adjust their facilities. The necessary clauses will be placed in the contract special provisions. The project may now be advertised.

CPUC Approval Type and Date: \_\_\_\_\_

C&M Execution Date: \_\_\_\_\_

4. **MATERIAL SITE(S)** - Select appropriate statement; remove those that do not apply:

None required

Commercial

Optional site(s) secured as follows:

Mandatory site(s) secured as follows:

Parcel Agreement No.	Owner	Document Effective Date	Expiration Date

5. **DISPOSAL SITE(S)** - Select appropriate statement; remove those that do not apply:

None required

Commercial

Optional site(s) secured as follows:

Mandatory site(s) secured as follows:

Parcel Agreement No.	Owner	Document Effective Date	Expiration Date

6. **STATUS OF REQUIRED UTILITY RELOCATIONS:**

There are no Utility Relocations required on the project. Therefore, Buy America compliance does not apply to the utility portion of the project.

(OR)

All utility work has been or will be completed in accordance with applicable policy and procedure covering the adjustment of utility facilities. All utility notices have been issued and arrangements have been made with the owners of all conflicting utility encroachments remaining within the right of way, so that adequate control of the project right of way will be achieved. If applicable, federal participation has been determined.

(AND)

- All utility work has been completed.

- ☐ Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.
- ☐ Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

(OR)

- All utility work will be completed by a stated date prior to award of the contract (see schedule below).

- ☐ Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.
- ☐ Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

(OR)

- All necessary arrangements have been made for remaining utility work to be completed as required for proper coordination with project construction. The special provisions in the contract provide for the coordination (see schedule below).

- ☐ Project specific utility agreement(s) is(are) fully executed and include(s) the Buy America language.
- ☐ Buy America compliance is not applicable for utility relocations as Utility Agreements are not required.

(AND when applicable)

The following utilities are located within the project Rights of Way but require no relocation:

Company	Type Facility

The following utilities are in conflict with the project and require relocation as follows: (If applicable)

R/W Notice and Notice Date Date	Company	Type of Facility	Liability % (Owner=O) (Local Agency=C)	Utility Agreement. Date	Federal Participation (yes/no) <sup>9</sup>	Relocation Date & End Concurrent with construction (or) Bid Item/s listed below <sup>10</sup>

<sup>9</sup> A copy of Specific Authorization to Relocate Utility Facilities memorandum must be attached for each facility relocation item.

<sup>10</sup> Additional information is required for each bid item if highway contractor will complete work as part of the highway contract.

(AND)

Bid Item Number	Owner/Type Facility	Liability % (Owner/Local Agency)	Federal Participation (Yes/No)

**7. RIGHT OF WAY CLEARANCE:**

There were no improvements or obstructions located within the limits of this project.

(OR)

All right of way clearance work has been completed and there are no improvements or obstructions remaining within the right of way area required for construction.

(OR)

All necessary arrangements have been made for remaining right of way clearance work to be undertaken and completed as required for proper coordination with the construction schedule as follows:

Parcel No.	Location/ P.M.	Description	Salvable/ Non Salvable		Method of Disposal <sup>11</sup>	Date Site Available to Construction Contractor

**8. AIRSPACE AGREEMENTS:**

There are no airspace lease properties within the limits of this project.

(OR)

All necessary arrangements have been made with airspace lessee(s) and/or special provisions in the contract to minimize conflicts between lessee's activities and contractor's operations.

(OR)

Airspace lease (describe) has been cancelled effective (date).

(OR)

Explanation of other disposition of airspace lease area.

**9. COMPLIANCE WITH RELOCATION ASSISTANCE PROGRAM REQUIREMENTS**

Compliance was not required as there were no displacements for this project.

(OR)

The Local Agency has complied with the Federal Uniform Relocation Assistance and Real Property Acquisition Act, as amended. The Local Agency has also complied with all the steps relative to relocation advisory assistance and payments as required by applicable policies and procedures, and no person has been required to relocate without at least 90 days written notice. If residential relocation was involved, all individuals and/or families have been relocated to a decent, safe and sanitary housing, or the Local Agency has made replacement housing available to the relocatees.

<sup>11</sup> Demolition Contract, Construction Contract, or Owner.

Types of relocation involved on this project. Check all that apply.

- ☐ Personal property relocation  
☐ Residential relocation  
☐ Business, farm or nonprofit relocation

Exceptions:

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Occupants of residences, businesses, farms or nonprofit organizations who have not yet moved from the right of way will be protected against unnecessary inconvenience and disproportionate injury or any action coercive in nature.

Parcel Number	Location/(P.M.) (Owner) (Tenant)	Name of Occupant	Date to Vacate	Type of Occupancy <sup>12</sup>

#### 10. COOPERATIVE AGREEMENTS

None required.

(OR)

Agency	Agreement Number or Document Number

Attach a Copy of Each Cooperative Agreement.

#### 11. ENVIRONMENTAL MITIGATION

No environmental mitigation parcels are required for this project.

(OR)

All environmental mitigation parcels for the project have been acquired.

(OR)

Acquisition of environmental mitigation parcels is ongoing. (Give detailed explanation)

#### 12. INDEMNIFICATION BY LOCAL AGENCY

The Local Agency agrees to indemnify, defend, and hold harmless the Department of Transportation (Caltrans) from any and all liabilities which may result in the event the right of way for this project is not clear as certified. The Local Agency shall pay from its own non-matching funds, any costs which arise out of delays to the construction of the project because utility facilities have not been removed or relocated, or because rights of way have not been made available to Local Agency for the orderly performance of the project work.

#### 13. CERTIFICATION (USE THE APPROPRIATE STATEMENT)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(b) and (c)(1) or (c)(2). The project may be advertised with contract award being made at any time.

<sup>12</sup> Residential, Business, Farm, Nonprofit Organization, or Personal Property only.

(OR)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(3). The project may be advertised at any time. The project will be certified as conforming to 23 CFR 635.309 (b) **and** (c)(1) or (c)(2) by \_\_\_\_\_ (Date) \_\_\_\_\_.

*(Attach letter explaining why a Certification No. 3 is being used and substantiate that the Certification No. 1 or No. 2 date given above is realistic.)*

(OR)

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(3) with Work-Around. The project may be advertised at any time. Approvals from FHWA are attached for the Work-Around. Appropriate notification has been included in the Bid Documents. An updated Certification will be provided by \_\_\_\_\_ (Date) \_\_\_\_\_.

*(Attach letter explaining why a Special Certification No. 3 with Work-Around is being used and substantiate that the Certification No. 1 or No. 2 date given above is realistic.)*

*(When updating the Special Certification No. 3 with Work-Around, use the following statement. This statement is required no later than 15 days prior to bid opening. If able to upgrade to a Certification No. 1 or No. 2, use appropriate CFR certification statement referenced above.):*

I hereby certify the right of way on this project as conforming to 23 CFR 635.309(c)(3) with Work-Around. The project has been advertised and the contract may be awarded. Approvals from FHWA are attached for the Work-Around. I have confirmed that all appropriate notifications have been included in the Bid Documents concerning said Work-Around.

Local Agency: \_\_\_\_\_

Project ID: \_\_\_\_\_ As Authorized by Resolution No.: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

The undersigned Caltrans Official has reviewed this Right of Way Certification as to form and content. Based on the review of the documents submitted, the Certificate is accepted on behalf of the local public agency. It remains the sole responsibility of the local public agency to ensure compliance with the Federal Uniform Act and this Certificate is accepted on their behalf.

Accepted as to form and content:

By: \_\_\_\_\_  
District Branch Chief – Right of Way  
(or person authorized in writing to sign)

\_\_\_\_\_  
Date

(AND)

*(Applicable for Certification No. 3 and Special Certification No. 3 with Work-Around)*

**APPROVED:**

By: \_\_\_\_\_  
Chief, Headquarters Division of Right of Way and Land Surveys \_\_\_\_\_ Date

(AND)

*(FHWA signature block is required for Projects of Corporate Interest, Projects of Division Interest depending on delegations identified in the Project Agreement, and Certification No. 3 and Special Certification No. 3 with Work-Around for projects located on the Interstate system.)*

**APPROVED:**

By: \_\_\_\_\_  
Melani Millard, Realty Officer \_\_\_\_\_ Date  
Federal Highway Administration

Distribution: 1) Local Agency completes and sends to DLAE for approval.  
2) DLAE approves and returns to Local Agency.  
3) Local Agency retains approved original in project files.



### Footnote Instructions

1. Parcels listed in items A1 – A7 on pages 1 and 2 should total the number shown on line A above.
2. For sections A1 – A7 list as full acquisition, partial acquisition, fee, permanent easement (including type), temporary construction easement, etc. Detail should be added showing expiration dates of documents with fixed termination dates, i.e., temporary easements.
3. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor, as a condition of use of a possession clause in a right of way contact.
4. Funds must be deposited into an escrow account and be made available (able to withdraw) as legally permissible, to the grantor as a condition of use.
5. Rights of Entry must only be used in emergencies, or extremely unusual/extraordinary circumstances. All Rights of Entry must be pre-approved by the Division of HQs RW&LS and approved by FHWA. Funds must be deposited into an escrow account and be made available (able to withdraw), as legally permissible, to the grantor, as a condition of using a right of entry.
6. RON parcels are the minimum requirement for the use of a Certification #3, which is rarely used. The Resolution of Necessity must be adopted with the Order for Possession served, but not yet effective.
7. This section covers acquisitions where the document is a license, permit etc., not otherwise covered by A1 – A6 above. Examples include Licenses from State Lands Commission, Flood Control Districts, and Letters of Consent from the US Forest Service.
8. These permits are not counted as parcels, are not appraised, recorded, or do not require payment (e.g. Permits to Enter).
9. A copy of Specific Authorization to Relocate Facility Utilities Memorandum must be attached for each facility relocation item.
10. Additional information is required for each bid item if highway contractor will complete work as part of highway contract.
11. Demolition Contract, Construction Contractor, or Owner.
12. Residential, Business, Farm, Nonprofit Organization, or Personal Property only.