Agreement for Provisional Replacement Housing Payment

**In the Matter of the Taking in Condemnation of** Parcel INSERT PARCEL NUMBER for INSERT PROJECT NAME.

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT", and the undersigned ostensible owner, hereinafter “Owner,” of the previously mentioned parcel of land in condemnation as described in **EXHIBIT A**, attached hereto and hereinafter referred to as “Displacement Dwelling”:

WHEREAS, by separate stipulation or agreement, the Owner has granted WSDOT the right to take immediate possession and use of the Displacement Dwelling of the Owner; and

WHEREAS, WSDOT requires the Owner to move from the Displacement Dwelling of the Owner; and

WHEREAS, the Owner has requested WSDOT pay a PROVISIONAL REPLACEMENT HOUSING PAYMENT, pursuant to Chapter 8.26 RCW, in the amount of $INSERT REPLACEMENT HOUSING PAYMENT AMOUNT based upon a maximum cost of replacement housing in the amount of $INSERT MAXIMUM COST at the time of displacement.

WHEREAS, final determination of WSDOT’s acquisition price and REPLACEMENT HOUSING PAYMENT will be delayed pending final determination of JUST COMPENSATION for the taking:

NOW THEREFORE, it is agreed that:

1. Promptly following acceptance and approval herein in writing for WSDOT by the Secretary of Transportation or the duly authorized representative, WSDOT will provide the previously mentioned PROVISIONAL REPLACEMENT HOUSING PAYMENT for the entitlement of the Owner.

2. Upon final determination of the JUST COMPENSATION, WSDOT will recalculate the amount of the Owner’s entitlement to a REPLACEMENT HOUSING PAYMENT pursuant to Chapter 8.26 RCW and will reduce the amount of WSDOT’s payment of the JUST COMPENSATION for the taking by deducting therefrom any excess of the PROVISIONAL REPLACEMENT HOUSING PAYMENT.

3. Payment of such reduced amount shall constitute full satisfaction of the JUST COMPENSATION.

4. In the event that the parcel is not acquired by WSDOT, the Owner will, upon demand, refund to WSDOT the full amount of the PROVISIONAL REPLACEMENT HOUSING PAYMENT together with interest thereon at the rate of 12 percent per annum. Interest shall accrue on any un-refunded balance beginning 90 days after demand by WSDOT.

Dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Owner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Owner)

Accepted and approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

WASHINGTON STATE DEPARTMENT

OF TRANSPORTATION

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

 Title

STATE OF WASHINGTON )

 ) ss

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

On this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_ before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she signed and sealed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary (print name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public in and for the State of Washington,

 Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 My appointment expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_