Rev 01/2024

**NOTICE OF INTENT TO ACQUIRE**

**AND**

**GOOD FAITH OFFER**

**FOR AN ACQUISITION OF AN**

**UNECONOMIC REMNANT**

January 10, 2024

Michael A. Smith

1234 Main Street

Columbus, Ohio 43224

Re: FRA 123 3.45

Parcel Number: 4

Interest Acquired: WD, E

**THE NOTICE OF INTENT TO ACQUIRE**

TO: Michael A. Smith

The Ohio Department of Transportation (“ODOT”) needs your property for a highway project identified as FRA 123 3.45 and will need to acquire the following from you:

 Parcel 4-WD is a Warranty Deed with Reservation of access that contains 4 gross and net acquisition area 1.22 acre.. This means fee simple title is being acquired, but the residue property will retain reasonable access to the road.]

ODOT has determined the acquisition of that portion of your real property needed for the FRA 123 3.45 highway project will impact the remainder of your property or a portion of it (“Remnant”) to such an extent that the Remnant has been classified as an uneconomic remnant as defined in Section 163.59(K) of the Ohio Revised Code. Therefore, ODOT is making two offers of compensation to you.

The first offer of compensation is for only the real property actually needed for the highway project and will include damages, if any, to all of the remainder of your property. ODOT may exercise its power of eminent domain to acquire Parcel(s)  4 WD..

The second offer of compensation to you includes the amount offered for Parcel(s) 4 WD. plus an offer for the Remnant, which we have determined to be an uneconomic remnant; Parcel 4-E is ODOT’s designation for the Remnant. ODOT does not have the power of eminent domain for this second offer and you are not obligated to sell Parcel 4-E (i.e., the Remnant) to ODOT. This means that although ODOT has the ability to appropriate Parcel(s) 4 WD. ODOT cannot appropriate Parcel 4-E.

**OFFER 1:**

**COMPENSATION FOR THE PARCEL(S) NEEDED FOR THE PROJECT AND SUBJECT TO THE POWER OF EMINENT DOMAIN**

Ohio law authorizes ODOT to obtain 4 WD. from your property for the public purpose of a highway project. The legal description of your property that ODOT needs for the highway project is set out in the Good Faith Offer that is included with this Notice of Intent to Acquire that legal description is referred to as **Exhibit A** in the Good Faith Offer.

The Good Faith Offer included with this Notice of Intent to Acquire is ODOT’s determination of the fair market value of your property. This fair market value (FMV) is what a willing buyer who is under no compulsion to buy and a willing seller who is under no compulsion to sell would value your property on the open market.

You will have a minimum of 30 days from the time you receive the Good Faith Offer included with this Notice of Intent to Acquire to accept or reject the offer. We are available to discuss the offer with you at any time. If you reject the offer or we are unable to come to an agreement, we may have to exercise our eminent domain authority to appropriate your property. This will require a court procedure. In a court proceeding, you may disagree with whether our offer reflects the fair market value of the property.

**HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:**

1. By law, ODOT is required to make a good faith effort to purchase 4 WD, 4 E..

2. We are to provide you with a written offer and the appraisal or valuation upon which we base that offer. The amount offered to you will not be less than the approved fair market value estimate of the property needed for the project. This compensation is based on the valuation of your property by qualified real estate personnel who have analyzed current market data. Their valuation work has been reviewed by a preapproved review appraiser prior to ODOT establishing its fair market value estimate for your property needed for the project.

3. **You do not have to accept this offer** and ODOT is not required to agree to your demands.

4. You are to be provided a copy of the valuation document during the first negotiation visit by an agent of ODOT.

5. You are to be provided with pertinent parts of the highway plans which are:

Right of Way Plan Sheets

Summary Sheet

Cross Section Plans

Typical Section Sheet

6. The Plan Letter Attachment included with the Good Faith Offer attached to this Notice Of Intent To Acquire describes the interest in the real property that is to be acquired from you, the description and location of the real property to be acquired, and any improvements such as buildings or structures situated on the property to be acquired, if any.

7. You will be provided with a booklet entitled “When ODOT Needs Your Property”. This booklet briefly explains the acquisition process and your rights in this process.

8. You have the right to seek the advice of an attorney, real estate appraiser, or any other person of your choice in this matter.

1. If you do not accept this offer, and we cannot come to an agreement on the acquisition of 4 WD., ODOT has the right to file suit to acquire 4 WD. by eminent domain in the county in which the property is located. This action, referred to as an “appropriation proceeding” ensures your rights will be fully protected while at the same time allowing the construction of the highway project to proceed for the benefit of all.
2. When filing the appropriation, the Director of Transportation will deposit the value of the property sought to be acquired with the court. At that time, ODOT gains the right to enter upon and use the property acquired subject to Section 163.06 (B) of the Ohio Revised Code. If you agree to accept the deposited money as full payment, the appropriation case will be closed.
3. If you are not satisfied with the amount of the deposit, you must file an answer with the court in the manner and within the time specified in the summons which is served upon you by the court. Once the answer is filed, you may apply to the court to withdraw the deposited money, subject to the rights of any other parties having an interest in the property. Withdrawing your share of the deposit does not interfere with your right to have a jury determine the FMV of your property.

Interest will not accrue on any money deposited under this procedure. If the money withdrawn under this procedure should exceed the final award, the owner will be required to return the excess payment.

1. As part of your answer you may request a trial by jury. After a trial, a jury will decide the amount you are to be awarded for your property that is acquired, for the damage that is caused by the acquisition, if applicable, and for other damages permitted by law, which could either exceed or be less than our offer. At the trial you may testify and present evidence as to the value of your property.
2. If your property qualifies as an “Agricultural Use” as defined under ORC 163.21 (C)(2), and a jury awards you an amount that is more than 150% of ODOT’s final offer as determined by law, you may be entitled to recover attorney fees and other litigation costs.
3. You also have the right to request that the issue of the value of your property be submitted to nonbinding mediation. You **must** submit your written request for mediation to the court within ten business days after you file your answer. If a settlement is not reached at mediation, the matter will proceed to a jury valuation trial.
4. You have the right to object to ODOT’s decision to acquire your property

by writing, within ten business days of receiving this notice, to:

 Governor Mike DeWine

Care of: Ohio Department of Administrative Services

General Services Division

4200 Surface Road

Columbus, Ohio 43228-1395

And to:

Jack Marchbank, Ph.D., Director

 Ohio Department of Transportation

 1980 West Broad Street

 Mailstop 1000

 Columbus, Ohio 43223

The Governor has the discretion to veto this project, and if he does, it will not proceed.

**THE GOOD FAITH OFFER**

The amount offered to you in good faith as just compensation for the acquisition of 4 WD.of Project FRA 123 3.45 is:

 Real Property To Be Acquired …………………………… $120,460.00

 Damages To Your Property Which Is Not Acquired …… $14,120.00

 Temporary Construction Easement ……………………….

 Total Good Faith Offer …………………………………… $134,580.00

Tenant-owned improvements, if any, are to be identified in this Notice To Acquire and Good Faith Offer, and if there are any such improvements, the amount offered to you does not include compensation for these improvements: Choose an item.

**OFFER 2:**

**COMPENSATION FOR THE PARCEL(S) NEEDED FOR THE PROJECT PLUS COMPENSATION FOR THE REMNANT**

ODOT has determined the acquisition of Parcel(s) 4 WD.for the FRA 123 3.45 highway project has impacted the Remnant to such an extent that it has been classified as an uneconomic remnant as defined in Section 163.59 (K) of the Ohio Revised Code. The Remnant, i.e., Parcel 4-E which is the portion of your property determined to be uneconomic remnant, and the reason for classifying it as such is: The minimum lot size for a vacant lot to be buildable in Brown Township is 2.00 acres. Parcel 4-E will contain 0.78 acres in the after situation. Because the site is not buildable in the after situation, it has been determined that it will have little or no value or utility to the owner.

Your property may be encumbered with a mortgage lien as security for a loan. It is possible that ODOT may conclude this acquisition of property without obtaining a partial release of such mortgage lien from your lender. In that event, you as the borrower and grantor of the mortgage lien should consult your loan and mortgage documents concerning possible requirements to apply proceeds from a public acquisition to your outstanding loan balance or contact your lender about responsibilities and obligations when part of your property is acquired for public use.

Under Ohio law, ODOT is obligated to make an offer to acquire the Remnant. You are not obligated to sell the Remnant to ODOT. If you decide to keep the Remnant, ODOT will not purchase it and ODOT will only purchase what it needs for the project

The amount offered to you for the Remnant was based on an appraisal that has been given to you during this initial offer of compensation. This appraisal was reviewed and approved by ODOT.

The amount ODOT is offering to you for what it needs for the project and for the Remnant is:

Compensation for Real Property

Needed for the Project ………………………………….. $134,580.00

( + ) Compensation for Uneconomic Remnant ………….….... $420.00

**Total Amount Offered** **$135,000.00**

AT YOUR EARLIEST OPPORTUNITY, PLEASE ADVISE US OF YOUR DECISION TO SELL OR RETAIN THE REMNANT (i.e. Parcel 4-E)

While ODOT may not provide legal advice, we will make all efforts to answer questions you have concerning this process and provide any copies of the law or our records that you may need to fully understand your rights, the project, and the process. If you have any questions concerning this matter, you may contact us at:

|  |
| --- |
| Ohio Department of Transportation |
|  |
| Choose an item. |
| Choose an item. |
| [Insert phone number of District office] |
| *Signature of contact person - Delete this instruction from final version* |  |
| [Insert typed name and title of contact person] |  |
| [If person is a consultant, Insert - Agent of (name the consulting company)] |

**ACKNOWLEDGMENT OF RECEIPT**

**OF**

**NOTICE OF INTENT TO ACQUIRE AND GOOD FAITH OFFER FOR AN UNECONOMIC REMNANT**

Re: FRA 123 3.45

Parcel Number: 4

Interest Acquired: WD, E

Each of the undersigned acknowledges that a copy of the foregoing Notice of Intent to Acquire and Good Faith Offer was delivered to the undersigned by ODOT. This Acknowledgment of Receipt of Notice of Intent to Acquire and Good Faith Offer does NOT indicate or imply in any way that the undersigned has waived or will waive any objections the undersigned might have to ODOT’s efforts to acquire the undersigned’s property. Furthermore, the undersigned’s signature on this Acknowledgment of Receipt of Notice of Intent to Acquire and Good Faith Offer does NOT indicate or imply in any way that the undersigned has accepted or will accept any of the terms, provision or conditions set out in this Good Faith Offer.

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(Owner’s signature) (Date)

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(Print owner’s name)

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(Owner’s signature) (Date)

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(Print owner’s name)