**6 (F) OFFER LETTER FOR REPLACEMENT PROPERTY MITIGATION REQUIRED FOR THE** **INSERT CRS PROJECT**

Click or tap to enter a date.

[Insert name of owner - should match Title Report]

[Insert address where owner lives]

 [Insert city, state, zip code]

Re: [Insert County-Route-Section]

Parcel No.: [Insert the parcel to be acquired]

Interest Acquired: [Insert the interest to be acquired]

Address of Property: [Insert the address of the property to be acquired**]**

To: [Insert name of owner - should match Title Report]

The Ohio Department of Transportation needs your property for mitigation purposes for the [Insert County-Route-Section] highway project.:

This acquisition from you requires a partial taking from your property. The real property needed from you is for the purpose of replacing property taken from a park as required by the Land and Water Conservation Act. Section 6(f) of the Act applies when a highway project takes property from a recreational area converting the property taken from recreational use to highway use. The land taken by the highway project must be replaced with land of equal or greater fair market value, location and usefulness.

Regarding your property, ODOT is acquiring property needed for the [Insert County-Route-Section] highway project from [Insert name of owner - should match Title Report]. This park property is subject to federal law of the Land and Water Conservation Act. The acquisition from the park converts the land from park purposes to a highway-related use and requires the taking from the park to be mitigated with a replacement property. The acquisition of your property is needed to replace the land taken from the park and is description of property. The legal description of the property needed from you is referred to as Exhibit A and is part of this offer.

Here is a summary of your legally protected rights under this acquisition for mitigation purposes:

1. Your real property is needed to mitigate the acquisition of park property required for the

2. This acquisition is voluntary on your part and ODOT will not use its power of eminent domain. As the owner of this mitigation property, you have the right to refuse ODOT’s offer. Similarly, you have the right to negotiate with ODOT. If you and ODOT cannot agree on the price or other terms ODOT **will not** acquire your property.

3. This Good Faith Offer is ODOT’s determination of the fair market value estimate of your property. This fair market value estimate (FMVE) is the estimated amount of compensation offered to you by ODOT for real property owned by you that is needed for mitigation (to replace park property taken by the project).

4. You will have a minimum of 30 days from the time you receive this offer to accept or reject it. We are available to discuss the offer with you at any time.

5. ODOT is making a good faith effort to purchase from you property that is legally described in the Exhibit A that is part of this offer.

6. ODOT will provide you with a written offer and will also provide you a copy of the valuation document that the offer was based. The amount offered to you will not be less that 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.

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

8. You will be provided with a booklet entitled “When ODOT Needs Your Property”. This booklet briefly explains ODOT’s general acquisition process and your rights in that process. Please be aware that the acquisition of your property is for mitigation purposes and as such, ODOT will not exercise its right of eminent domain (appropriation) as described in the booklet.

9. If the acquisition from causes you, your tenant or personal property to be displaced, then the displaced person may be eligible for relocation benefits. Relocation eligibility occurs as a direct result of the offer to purchase your property. A relocation agent will explain the relocation offer and benefits if ODOT determines there is a displacement.

10. Tenant-owned improvements that are real property, if any, will be identified in this offer. If there are any such improvements, the amount offered to you does not include compensation for these improvements. For this acquisition, no tenant-owned improvements are identified.

11. 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.

12. While ODOT may not provide legal advice, we will make every effort to answer any questions you may have concerning this process and will provide you with copies of the law or our records that you may need to fully understand your rights, the project, and the process.

**THE GOOD FAITH OFFER**

The amount offered to you in good faith as just compensation for the acquisition

|  |  |
| --- | --- |
| Real Property To Be Acquired |       |
| Damages To The Residue (If Any) |       |
| Temporary Easement |       |
| Total Good Faith Offer | $0.00 |

 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)] |

[Insert phone number of contact person]

**ACKNOWLEDGMENT OF RECEIPT**

**OF**

**NOTICE OF INTENT TO ACQUIRE AND GOOD FAITH OFFER**

Re: [Insert County-Route-Section]

Parcel Number: [Insert the parcel to be acquired]

Interest Acquired: [Insert the interest to be acquired]

Each of the undersigned acknowledges that a copy of the forgoing Mitigation Offer was delivered to the undersigned by ODOT. The Acknowledgment of Receipt of the Mitigation 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 undersigns property. Furthermore, the undersigns signature on this Acknowledgment of Receipt of the Mitigation Offer does not indicate or imply in any way that the undersigned has accepted or will accept any terms, provisions or conditions set out in the Good Faith Mitigation Offer.

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(Owner’s signature) (Date)

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

(Print owner’s name)

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

(Owner’s signature) (Date)

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(Print owner’s name)