Rev 01/2024

LPA

**NOTICE OF INTENT TO ACQUIRE**

**AND**

**GOOD FAITH OFFER**

**FOR AN ACQUISITION OF AN**

**UNECONOMIC REMNANT**

Click or tap to enter a date.

[Insert name of owner - should match name on title report]

[Insert address where owner resides]

[Insert city, state, zip code]

Re: [Insert County-Route-Section]

Parcel Number: [Insert parcel number to be acquired per highway plan]

Interest Acquired: [Insert the interest acquired, i.e. WD, LA, SL]

**THE NOTICE OF INTENT TO ACQUIRE**

TO: [Insert name of owner - should match name on title report]

The [Insert Name of LPA] needs your property for a highway project identified as [Insert County-Route-Section] and will need to acquire the following from you:

[Insert the description of the property to be acquired, but do not include the E Parcel designation. For example: Parcel 3-WD is a Warranty Deed with Reservation of access. This means fee simple title is being acquired, but the residue property will retain reasonable access to the road.]

[Insert Name of LPA] has determined the acquisition of that portion of your real property needed for the [Insert County-Route-Section] 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, [Insert Name of LPA] 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. [Insert Name of LPA] may exercise its power of eminent domain to acquire Parcel(s) [Insert parcel number(s) needed for project-Do not include E Parcel designation].

The second offer of compensation to you includes the amount offered for Parcel(s) [Insert parcel number(s) needed for project-Do not include E Parcel designation] plus an offer for the Remnant, which we have determined to be an uneconomic remnant; Parcel [Insert parcel number]-E is [Insert Name of LPA]’s designation for the Remnant. [Insert Name of LPA] does not have the power of eminent domain for this second offer and you are not obligated to sell Parcel [Insert parcel number to be acquired per highway plan]-E (i.e., the Remnant) to [Insert Name of LPA]. This means that although [Insert Name of LPA] has the ability to appropriate Parcel(s) [Insert parcel number(s) needed for project-Do not include E Parcel designation] [Insert Name of LPA] cannot appropriate Parcel [Insert parcel number to be acquired per highway plan]-E.

**OFFER 1:**

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

Ohio law authorizes [Insert Name of LPA] to obtain [Insert parcel number(s) needed for project-Do not include E Parcel designation] from your property for the public purpose of a highway project. The legal description of your property that [Insert Name of LPA] 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 [Insert Name of LPA] 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, [Insert Name of LPA] is required to make a good faith effort to purchase [Insert the property right(s), i.e. Parcels 3 WD and 3 T-Include E Parcel designation].

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 [Insert Name of LPA] establishing its fair market value estimate for your property needed for the project.

3. **You do not have to accept this offer** and [Insert Name of LPA] 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 [Insert Name of LPA].

5. You are to be provided with pertinent parts of the highway plans which are: [Insert the identification of the plan sheets given to the owner, i.e. Summary Sheet, Detail Sheet, Cross Sections]

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 [Insert parcel number(s) needed for project-Do not include E Parcel designation], [Insert Name of LPA] has the right to file suit to acquire [Insert parcel number(s) needed for project-Do not include E Parcel designation] 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 [Insert title of person heading LPA] will deposit the value of the property sought to be acquired with the court. At that time, [Insert Name of LPA] 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 [Insert Name of LPA]’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.

1. You have a right to appeal this decision and may object to this project's public purpose, necessity of the appropriation, designation of blight (if applicable), or valuation of your property by writing, within ten business days of receiving this notice, to:

(name(s) and address(es) of the acquiring agency, as well as the elected official(s) who appointed the taking agency).

The elected official, or majority of elected officials, who appointed the acquiring agency has/have the discretion to veto the appropriation and if they do, the appropriation will not proceed.

***NOTE: (Item 15 only applies if the acquiring agency is a public agency composed of officials who were NOT elected. If the acquiring agency is composed of officials who were elected, this section is not applicable and may be removed)***

***.***

**THE GOOD FAITH OFFER**

The amount offered to you in good faith as just compensation for the acquisition of [Insert parcel number(s) needed for project-Do not include E Parcel designation]of Project [Insert County-Route-Section] is:

Real Property To Be Acquired ……………………………

Damages To Your Property Which Is Not Acquired ……

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

Total Good Faith Offer …………………………………… $0.00

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**

[Insert Name of LPA] has determined the acquisition of Parcel(s) [Insert parcel number(s) needed for project-Do not include E Parcel designation] for the [Insert County-Route-Section] 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 [Insert parcel number]-E which is the portion of your property determined to be uneconomic remnant, and the reason for classifying it as such is:

[Identify the E parcel(s) so the owner/reader clearly understands what portion of the residue property is an uneconomic remnant. Also explain why the Remnant has been classified as uneconomic]

Under Ohio law, [Insert Name of LPA] is obligated to make an offer to acquire the Remnant. You are not obligated to sell the Remnant to [Insert Name of LPA]. If you decide to keep the Remnant, [Insert Name of LPA] will not purchase it and [Insert Name of LPA] 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 [Insert Name of LPA].

The amount [Insert Name of LPA] is offering to you for what it needs for the project and for the Remnant is:

Compensation for Real Property

Needed for the Project …………………………………..

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

**Total Amount Offered** **$0.00**

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

Your property may be encumbered with a mortgage lien as security for a loan. It is possible that [Insert Name of LPA] 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.

While [Insert Name of LPA] 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:

[

|  |  |
| --- | --- |
| [Insert Name and Mailing Address of LPA] | |
| Signature of contact person |  |
| [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: [Insert County-Route-Section]

Parcel Number: [Insert parcel number to be acquired per highway plan]

Interest Acquired: [Insert the interest acquired, i.e. WD, LA, SL]

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 [Insert Name of LPA]. 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 [Insert Name of LPA]’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)

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

(Print owner’s name)

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

(Owner’s signature) (Date)

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

(Print owner’s name)