

STATE OF WEST VIRGINIA
UNIFORM RELOCATION ASSISTANCE (URA)
POLICIES AND PROCEDURES

CDBG, CDBG-CV, CDBG-MIT



WEST VIRGINIA DEPARTMENT OF ECONOMIC DEVELOPMENT
WEST VIRGINIA COMMUNITY ADVANCEMENT AND DEVELOPMENT

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What is URA?

Overview of the URA

The Uniform Relocation Assistance and Real Property Acquisition Act (URA) was passed in 1970 and is a federal law that establishes minimum standards for federally funded programs and projects that require the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms. The URA's protections and assistance apply to the **acquisition, rehabilitation, or demolition of real property** for federal or federally funded projects.

- [49 CFR Part 24](#) is the government-wide regulation that implements the URA.
- [HUD Handbook 1378](#) provides HUD policy and guidance on implementing the URA and 49 CFR Part 24 for HUD funded programs and projects.

Objectives of the URA

- To provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects
- To ensure relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement
- To ensure that no individual or family is displaced unless decent, safe, and sanitary (DSS) housing is available within the displaced person's financial means
- To help improve the housing conditions of displaced persons living in substandard housing
- To encourage and expedite acquisition by agreement and without coercion

Key Terms

Displaced Person	A person or business that is required to move from real property because of federally funded acquisition, demolition, or rehabilitation of the real property
Eminent Domain	The right of a government or its agent to take over private property for public use, with payment of compensation
Fair Market Value (FMV)	The price real property would sell for on the open market
General Information Notice (GIN)	A notice that informs affected persons of the relocation assistance available to them, that they will be given 90-day notice to vacate later, and informs them of their right to appeal decisions regarding their relocation benefits
Initiation of Negotiation (ION)	Informs property owner of the amount their property may be acquired for, based on appraisal, and is only determined upon execution of a “legally binding agreement”
Notice of Intent to Acquire (NOI)	Informs affected persons that they may be displaced due to federally funded project, establishes date of eligibility for relocation benefits
Section 104(d) of the Housing and Community Development Act of 1974 (“One-for-One Replacement”)	A section of a federal law that requires CDBG and HOME grantees and subrecipients to take steps to minimize displacement and replace lower-income housing that is demolished with federal funds
Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA)	A federal law intended to ensure fair compensation and assistance for those affected by acquisition, demolition or rehabilitation of real property using federal funds

Grantee/Subrecipient requirements when causing displacement under URA

Legal responsibilities associated with URA include, but are not limited to, the following:

Real Property Acquisition

- Establish and document whether voluntary or involuntary acquisition
- Provide General Information Notice (GIN) to property owner and any current occupants
- Use a third-party appraisal to determine and negotiate purchase price
- Invite the property owner to accompany the appraiser during the property inspection
- Provide the owner with a written offer (legally binding agreement) of just compensation and a summary of what is being acquired
- Vacate and take title to property before taking possession
- Record title and collect title insurance policy

Residential Displacements

- Provide relocation advisory and case management services to displaced tenants and owner occupants
- Provide replacement unit and benefit determination upon execution of agreement of sale
- Provide a minimum 90 days written notice to vacate prior to taking title to the property
- Pay or reimburse for moving expenses
- Provide payment for the added cost of renting or purchasing comparable replacement housing

Nonresidential Displacements (businesses, farms, and nonprofit organizations)

- Provide relocation advisory services and case management services
- Provide benefit determination upon execution of agreement of sale
- Provide a minimum 90 days written notice to vacate prior to taking title to the property
- Reimburse for moving and reestablishment expenses
- Although the URA does not require that a replacement site be available for displaced businesses, Agencies should develop solutions to minimize the adverse impacts of displacement
- If no suitable sites are available, an eligible business may opt for a fixed payment in lieu of actual moving and reestablishment payments

URA and Public Improvements

Public Facility or Infrastructure Projects that may trigger URA:

- Acquisition of Real Property
- Acquisition of Right of Way or Easement and Demolition
- Rehabilitation or Repair Work

URA requirements when non-Federal Funds are used for property acquisition

If the grantee or subrecipient intends to use federal funds in any phase of a project, URA requirements apply to all acquisition of real property and relocation of displaced persons or businesses for the project.

- If a State or UGLG uses local funds for acquisition and CDBG MIT funds for the remainder of the project, URA would still apply
- Even if federal funds were only used to fund architectural and engineering costs, URA would still apply.

If the property was acquired with nonfederal funds and there was no reasonable expectation of federal funds paying for any portion of the project at that time (i.e., prior to publication of a NOFA) then URA rules may not apply.

In accordance with 2 CFR 200.310, a non-federal entity must, at minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with CDBG funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

Voluntary Acquisition Requirements

An acquisition is voluntary if the acquiring entity has eminent domain authority but will not use it and **ALL** the following conditions are met:

1. The owner is informed in writing that the property will not be acquired using eminent domain if negotiations fail; AND
2. No specific site or property needs to be acquired; AND
3. The property is not part of a planned project area where most of the surrounding properties will be acquired; AND
4. The owner is informed in writing of the estimated fair market value

Alternatively, an acquisition may be voluntary if the acquiring entity does not have eminent domain authority and BOTH of the following conditions are met:

1. The owner is informed in writing that the property will not be acquired if negotiations fail (i.e., the acquiring entity does not possess eminent domain authority); AND
2. The owner is informed in writing of the estimated fair market value

Please note, even when an acquisition is a voluntary decision by the property owner, tenants of the property are still entitled to relocation benefits because of the property owner's decision to sell.

Eminent Domain

FR 6109 N 02 prohibits use of CDBG MIT funds for any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use as defined in the FR Notice.

- Must obtain special waiver from HUD and cannot proceed until waiver is published in FRN
- This applies even if a State or UGLG has eminent domain authority

Use of eminent domain adds considerable time to a project and requires additional process steps that are **NOT** covered in this manual. **Please note, the State of West Virginia's CDBG, CDBG-CV, and CDBG-MIT programs do NOT allow non-voluntary acquisitions or use of eminent domain.**

Coordination and Budgeting for URA Needs

When possible:

- Plan the projects so that only voluntary acquisition is necessary (but remember, if property contains tenants, they may still be entitled to relocation benefits)
- Limit acquisition to vacant sites to avoid extra relocation costs (uses of site may still constitute a need for moving and related relocation costs if not voluntary)

Include all relocation costs in the project budget as necessary.

- Relocation costs are generally eligible as project costs
- Separation of costs tied to the relocation may meet the Low-Mod National Objective if tracked separately from the project costs
- Consider DRGR setup prior to engaging in acquisition

If the project involves **ANY** acquisition (voluntary or involuntary), find out early if there are occupants who may be entitled to relocation benefits and:

- At initial meeting with owner, document and certify whether any current or recent lease agreements exist
- Can also check for recent rental approval or registration, review appraisal for occupancy info, conduct site visit

Make sure the program or project does not have an indirect impact that could cause displacement. If necessary, work with the architectural and engineering firms to identify potential alternatives to acquisition.

- If project requires acquisition of easements, can project be re-designed using only the existing site or publicly controlled land?

If there are no workable solutions that avoid acquisition that may impact relocation needs, temporary or permanent, you need to be clear, consistent, and proactive in both when you communicate with that group and how you budget for your costs to acquire and relocation.

It can take 1-2 years to complete the steps necessary, longer in some cases!

Easements and Right-of-Ways

- Be sure to verify ownership of all easements during the project planning state – do not assume an easement is publicly owned
- Acquisition of easements is generally an involuntary acquisition due to the site-specific nature of projects that require easement acquisition

- If the URA is triggered for the acquisition of a temporary easement for a public improvement, that purchase should be treated in the same way as any other covered acquisition, including notices, valuation, and owner compensation
 - Appraisal not required if it is an uncomplicated valuation and market value is estimated to be less than \$10K based on a review of available data, but must complete a waiver valuation and retain in project file
- Relocation assistance is generally not provided for easement acquisition unless it restricts current use or occupancy of the site
- Provide HUD brochure “When a Public Agency is Interested in Acquiring an Easement”

Questions To Ask During Project Planning

- Is the property privately or publicly owned?
- Is the property occupied by an owner occupant and/or tenants?
- Are there other potential ways to complete the project if a property owner does not wish to sell?
- Is the acquiring entity able and willing to use eminent domain to acquire the property if necessary?
- Is there enough time, staff, and budget to procure an appraiser, complete an appraisal and review appraisal, negotiate with the property owner, and give the occupants time to relocate?
- Is the property subsidized or are there any affordability restrictions?
 - See Section 104(d) waivers and requirements

Section 104(D) and CDBG-MIT

- Section 104(d) of the Housing and Community Development Act of 1974 is applicable to CDBG and HOME. For CDBG-DR and MIT, alternative rules apply.
- Section 104(d) requirements include:
 - Residential Anti displacement and Relocation Assistance Plan (RARAP)
 - Relocation Assistance for Displaced Lower income Persons
 - One for One Replacement of Lower income Dwelling Units
- FR-6109-N-02 (the main CDBG-MIT Federal Register Notice) waives the One-for-One Replacement requirements for disaster-damaged dwellings and the relocation payment requirements (URA relocation payment requirements are still in effect).

Grantees and subrecipients are still required to have a RARAP in place!

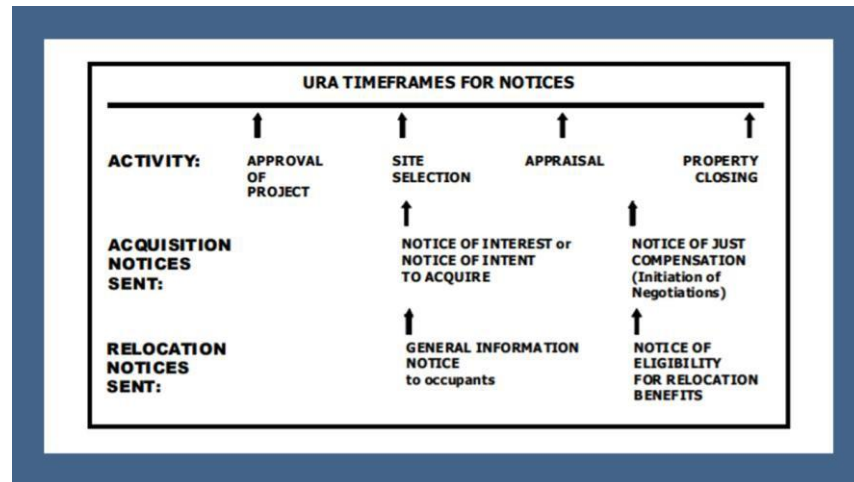
Overview of Critical URA Concepts

Acquisition ARC

1. Project acquisition and any displacement needs are identified
2. Ownership and occupancy information collected for acquisition sites
3. Notify owner of interest in acquiring the real property (voluntary or involuntary)
4. Obtain appraisal(s) for each property to establish fair market value
5. Review appraisal for accuracy and be clear about policy for negotiations

6. Establish and offer letter for just compensation based on fair market value (share appraisal if requested)
7. Terms and purchase agreement executed (Initiation of Negotiations –ION)
8. Settlement scheduled and any relocation benefits for tenants offered, and relocation coordinated with 90-day notification

URA Timeframes for Notices



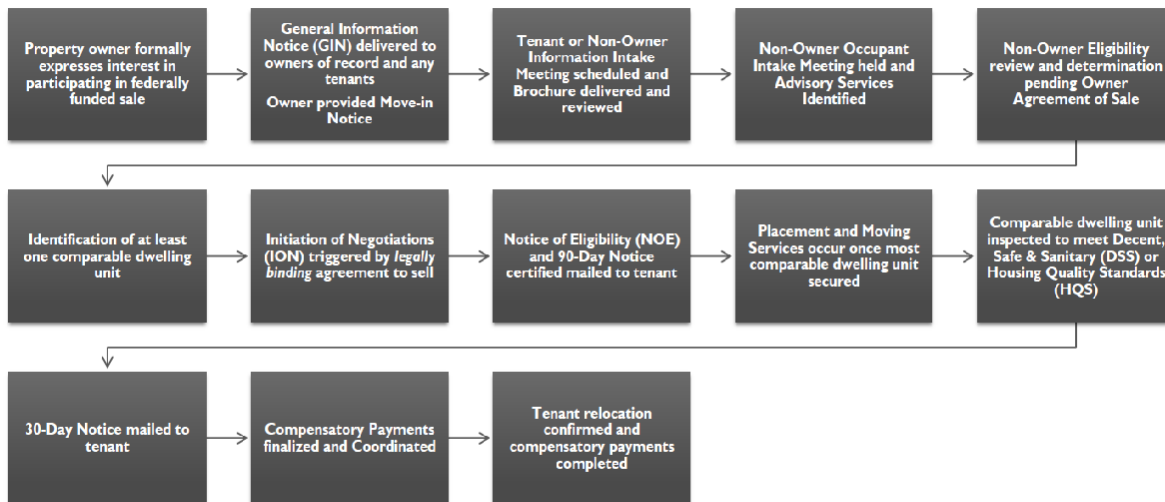
Types of Displacement Beneficiaries

- Owner and occupant (primary resident)
- Tenant of private owner
- Business property owner occupant
- Business tenant

Relocation Benefit Types

- Permanent (one benefit for comparable dwelling, one for moving expenses)
- Temporary (includes all reasonable out-of-pocket expenses including moving)
 - Temporary may become permanent after 12 months

Basic Tenant Relocation Process



Displaced Persons/Households

- An individual, family, partnership, association, corporation, or organization, which moves from their home, business, or farm, or moves their personal property, as a direct result of acquisition, demolition, or rehabilitation for a federally funded project
- Displaced persons are eligible for relocation assistance under the URA
- Displacement status is related to Notice of Intent—tenants who move in after NOI or even after ION date must be provided a Move-In Notice or they are entitled to relocation benefits

Persons/Households Not Considered Displaced

Generally, persons not displaced are not eligible for relocation assistance under the URA. Examples of persons not displaced include, but are not limited to, those who:

- Are temporarily relocated from their dwellings for less than 12 months during rehabilitation or demolition
- Are not lawfully present in the U.S.
- Have no legal right to occupy the property under state or local law (e.g. squatters)
- Have been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local law, or other good cause, where the grantee or subrecipient determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance
- Moved in after the NOI date and were provided a Move-In Notice advising that they would not be entitled to relocation benefits

Relocation Documents and Delivery

Required Relocation Documents and Notices

Notice of Intent to Acquire (NOI)	Informs affected persons that they may be displaced due to federally funded project, establishes date of eligibility for relocation benefits
General Information Notice (GIN)	Informs affected persons of the relocation assistance available to them, that they will be given 90-day notice to vacate later, and informs them of their right to appeal decisions regarding their relocation benefits
Move-In Notice	Form Letter Provided to Owners to inform any new tenants who move in after NOI date that they are not entitled to relocation benefits.
Initiation of Negotiations (ION)/Offer of Just Compensation	Informs property owner of the amount their property may be acquired for, based on appraisal, and is only determined upon execution of a “legally binding agreement”
Notice of Relocation Eligibility (HUD form 40054)	Informs persons that they will be displaced by the project and establishes their eligibility and maximum amount of relocation assistance—sent ASAP after ION date
90-Day Notice	Informs displaced persons of the earliest date by which they will be required to move and is subject to the readiness for the owner and buyer ready to go to closing. This notice may not be issued unless a Notice of Relocation Eligibility and comparable replacement dwelling is available, and the displaced person is informed of its location and has sufficient time to lease or purchase the property.

Delivery of Notices

- Notices must be in plain, understandable language
- Translation and counseling services are to be provided as appropriate
- Each notice must indicate the name and phone number of a contact person for questions or other needed help

- Each notice must be personally served or sent by certified or registered first-class mail, return receipt requested, and documented in case files

Notice of Intent to Acquire Property (NOI)

Written notice to all persons being displaced due to a federally funded project that establishes a firm date for eligibility for relocation benefits.

The NOI is **not** the same as a notice to the property owner informing them that you are interested in acquiring the property—the NOI is provided to displacees (with a copy to the property owner).

Should advise property owner that any tenants who move in after the date of the NOI:

- Will not be entitled to relocation assistance from the acquiring entity, and
- Must be provided a Move-In Notice by owner or owner will be responsible for paying relocation costs (if provided a Move-In Notice, tenant is not entitled to relocation benefits)

NOI must be personally served, sent by certified mail or other method where receipt can be documented – case file must indicate the delivery method and the date of delivery.

Importance of the NOI

The goal of the Notice of Intent is to establish a fixed date after which occupants are not entitled to relocation benefits

It is critical to coordinate the NOI with other public communication about the project such as publication of an Action Plan, NOFA, or even news articles. If word gets out that a project will cause displacement, that date becomes the effective NOI date. Any occupants who move out due to being improperly informed about displacement are entitled to relocation reimbursement and efforts must be made to locate them.

If not done properly, Notice of Intent can create multiple displacements per unit based on timing:

- Those that were there at time of Notice of Intent but prior to notification regarding URA (moved uninformed)
- Those that were there at the time of voluntary acquisition/negotiation (and might move uninformed prior to ION)
- Those that were there at time of ION but did not receive prior notices

Notice of Intent Best Practices

- Send NOI as soon as it is known that the project will cause displacement, and before the Initiation of Negotiations (ION)
- If displacements will occur at multiple addresses, send all NOIs at the same time to establish a single NOI date—this keeps the relocation process orderly, minimizes adverse impacts on displaced persons and expedites project advancement and completion
- Advise owner and any current occupants not to move because of pending acquisition until Initiation of Negotiations and not to stop paying rent. However, if tenant leases were already set to expire or tenants choose to move for personal reasons, this is their right and you are not required to assist them. You should document that they moved “informed.”

Move-in Notice

Owner must provide to any tenants if owner wants temporary tenants to move in after the date of the NOI but prior to or after ION. <https://www.hud.gov/sites/documents/1378X29CPDH.PDF>

The Move-in Notice should be personally served and certified as received, sent by certified mail or other method where receipt can be documented.

Must be provided to tenant before they sign a lease and/or move in!

The Move-in Notice informs tenant that they will not be entitled to relocation benefits and may have to move if notified if they choose to move in after the date of the NOI.

* Recommendation that Purchase Agreement includes a clause that Owner is responsible for repaying relocation benefits if tenants move in after NOI and do not receive Move-In Notice.

General Information Notice (GIN)

The General Information Notice (GIN) provides information about the relocation assistance available, advises displaced person that they will be given 90-day notice to vacate later, and informs them of the right to appeal decisions regarding their relocation benefits. The GIN should advise occupants not to stop paying rent and not to move without contacting Case Manager.

Case Manager (**NOT landlord**) should provide the GIN to occupants and must be:

- Personally served and certified as received, sent by certified mail or other method where receipt can be documented
- Accompanied by HUD brochure

Additionally, the case file must indicate the method by which the notice was delivered and the date of delivery.

Fair Market Value

Establishing Fair Market Value

Appraisal is not required for voluntary acquisition but is strongly recommended, especially for complex transactions.

If an appraisal is not performed, an estimate of the property's fair market value must be developed by someone with knowledge of the local real estate market (not recommended unless using on vacant land likely to be valued under \$10,000). The case file must include an explanation, with reasonable evidence, of the basis for the market value. The grantee/subrecipient then uses the fair market value to prepare the Offer of Just Compensation, which cannot be less than the FMV

The Offer of Just Compensation must be personally served and certified as received, sent by certified mail or other method where receipt can be documented.

Please note, the case file must indicate the method by which the offer was delivered and the date of delivery.

Appraisal and Review Process

An appraisal by a qualified, independent appraiser is required for involuntary acquisition unless the property is donated by the owner, or the estimated value is below \$10,000.

The property owner must be given the opportunity to accompany the appraiser

The appraisal must include:

- An adequate description of the physical characteristics of the property
- All relevant approaches to value consistent with federal and state appraisal practices
- Description of comparable sales
- Statement of the property's value, and
- The effective date of the valuation/appraisal and the appraiser's signature and certification

A review of the appraisal must then be documented by a separate appraiser or qualified staff to ensure the appraisal meets all applicable requirements.

Initiation of Negotiations (ION)

The ION is not a form, but a Milestone documented by an offer (states) or legally binding agreement to purchase the property. Eligibility for relocation benefit payments -Notice of Eligibility OR Notice of Ineligibility / Denial of Benefits must be issued to all occupants after ION is achieved.

Unless a different action is applicable as specified in CDBG/HOME regulations, ION is the following:

- When displacement results from the acquisition of the real property by a State Agency, the ION means the delivery of the initial written offer of just compensation by the Agency to the owner to purchase the real property for the project.
- In the case of permanent relocation of a tenant as a result of an acquisition of real property described in Sec. 24.101(b)(1) through (5), the initiation of negotiations means the actions described in Sec. 24.2(a)(15)(i) and (ii), except that such initiation of negotiations does not become effective, for purposes of establishing eligibility for relocation assistance for such tenants under this part, until there is a written agreement between the Agency and the owner to purchase the real property (voluntary acquisitions).

Setting the Goal Post



Outcome: An organized, compliant relocation process that avoids waste and minimizes stress for both the displaced person and the grantee.

Purchase Agreement

An offer letter is not a legally binding agreement. Please do not rely on an owner accepting the initial offer letter and appraisal (if requested) as the conditions of sale.

The Purchase Agreement:

- Identifies any penalties for breaking agreement (repayment of URA processing) and establishes an ION date.
- Identifies the responsibility and form to use (Move-in Notice) should the owner continue to rent property after purchase agreement should the time to closing require delays. This is a consideration even if the property is vacant or if tenant relocation is conducted but time remains prior to property closing.
- Clarifies when tenant relocation is ready to occur (when both parties are ready to set a settlement date)

Do not wait to clear title liens to sign purchase agreement. Only wait if ownership of the property is in question (un-probated estate).

Owners may want to hold off on tenant relocation until clear title allows for closing to occur. Timing and communication are everything.

Advisory Services

Under URA, displaced persons are entitled to advisory services. Advisory services are often conducted by a case manager specializing in relocation. As part of advisory services, the URA case management team must:

- Explain relocation eligibility steps and requirements
- Answer questions including information in GIN
- Establish whether translation services required

- Clarify timing of eligibility for benefits, move and need to maintain lease terms and status (eviction could disqualify eligibility)
- Inspect existing rental property conditions and amenities to establish comparable dwelling criteria
- Conduct personal interview to identify any special considerations for later processing needs: current utility arrangements, reasonable accommodations/accessibility, pets, preferences such as school districts or access to place of employment, existing rent assistance programs such as vouchers, possible interest/ability to convert rental housing payments into down payment on home, etc.

Comparable Dwelling Unit and Housing of Last Resort

The case manager must identify at least one, and preferably three, dwelling units that are comparable to the one from which an individual is being displaced. The comparable dwelling units must be decent, safe and sanitary according to local housing codes and within the individual's financial means (or HQS for tenants going into subsidized units).

Comparable dwelling must be identified to establish the program defined "most comparable" unit to establish a maximum relocation benefit amount. The case manager provides the individual a Notice of Eligibility for Relocation Assistance that includes the cost and location of the comparable dwelling units. The selected comparable dwelling may be one the owner or tenant identifies chooses.

If no comparable dwelling units are available within the individual's financial means, the individual may be provided "housing of last resort" that exceeds the maximum replacement housing payment allowed under the URA.

- The justification for providing housing of last resort must be documented in the case file
- This is also used when subsidizing rents that exceed the \$7,200 threshold (see CPD Notice 14-09)

Administration

Policy and Procedure

Relocation policies and procedures are needed even if not intending to provide relocation. State policy can be adopted but may need to modify procedures for local or project needs and capacity or method for implementation.

Section 104(d) requires the grantee to certify in their Action Plan that they have a Residential Anti-Displacement and Relocation Assistance Plan (RARAP).

Before paying relocation benefits, the grantee must inquire of Housing Authority to see if there are unused vouchers available that could be used for displaced LMI tenants.

Oversight and Reporting

The Grantee/subrecipient must still document URA compliance even if relocation is not required. Examples of URA compliance may include:

- Site visit photographs showing property or site is vacant
- Documentation of voluntary acquisition (GIN and NOI)

The Grantee or subrecipient must maintain a case file for each address that is part of the project and all records must be maintained for five years after project or program closeout date, or date the relocatee has received all due financial assistance.

Additional Resources

Key Forms

1. General Information Notice (GIN) and signed Receipt of GIN
2. Advisory Services Brochure, HUD Relocation Brochure, FAQ
3. Tenant Information Form and associated intake documents
4. Notice of Relocation Eligibility (NOE)
5. 90-Day Notice or Combined Notice (90-Day Notice issued along with NOE)
6. Selection of Most Representative Comparable Dwelling (HUD 40061)
7. 30-Day Notice
8. Rental Assistance or Down Payment Assistance Form (HUD 40054)
9. Residential Claim for Moving and Related Expenses (HUD 40058)
10. Replacement Dwelling DSS Inspection Report or HQS Report
11. File Closeout Checklist

Useful Links

- 49 CFR Part 24: <https://www.govinfo.gov/content/pkg/FR-2005-01-04/pdf/05-6.pdf>
- HUD Handbook 1378 with Forms: https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780
- FR-6109-N-02 (CDBG-MIT Main Notice): <https://www.govinfo.gov/content/pkg/FR-2019-08-30/pdf/2019-18607.pdf>
- “URA the HUD Way” Training Modules: <https://www.hudexchange.info/trainings/ura-the-hud-way/>
- Real Estate Acquisition and Relocation Overview on HUD Exchange: <https://www.hudexchange.info/trainings/ura-the-hud-way/>
- CPD Notice 14-09: <https://www.hudexchange.info/resource/3853/notice-cpd-14-09-effective-date-for-map-21-changes-to-ura/>
- Recordkeeping Checklist: <https://www.hudexchange.info/resource/5880/ura-recordkeeping-checklist/>

Forms and Templates

Written Offer to Purchase Template

Grantee Letterhead
WRITTEN OFFER TO PURCHASE

Date
Name
Address

Dear Property Owner:

This letter is regarding your property at INSERT ADDRESS. INSERT NAME AND TITLE will be your point of contact for the voluntary acquisition. The Greenbrier County records indicate is owned by_____. This property is required for the relocation of the proposed INSERT PROJECT NAME_____.

Before making you an offer, INSERT CITY NAME will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards. The INSERT CITY NAME will offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. " Please contact me to schedule the appraisal at your convenience.

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used. The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

After we have had the property appraised by an independent appraiser. Based on the appraisal, the City hereby makes you an offer in the amount of the appraised value for the voluntary acquisition purchase of your property.

Thank you for your consideration of our offer. Let me know if you have any questions or concerns, you can contact me at.....

Sincerely,

Chief Elected Official

Voluntary Acquisition Notice Template

Grantee Letterhead
VOLUNTARY ACQUISITION NOTICE

Date:

Property Owner:

Address:

Subject:

Dear Property Owner:

Based on information available at this time, we believe that you are the owner of the subject property listed above, and that you are interested in selling said property. Please be advised that we are interested in acquiring this property if we determine it to be suitable to our planned project.

Our effort to acquire your property is voluntary in nature, and, therefore, without any threat of eminent domain (condemnation). For that reason, we can only consider acquiring your property if we are able to reach an amicable agreement.

At this time, we are prepared to offer you \$_____ for your property. This offer is contingent on certain conditions being met, and which includes among others:

- The property has a clear title without heirship, title dispute, or other problems.
- You accept our offer, or we agree to a negotiated amount that should not exceed the property's estimate of fair market value.

We have determined the estimate of fair market value to be \$_____.

We will inform you of what we believe to be the estimate of fair market value before we enter into an agreement to purchase your property.

Please return the attached Seller's Occupancy Certification form (Attachment 6B) regarding tenant occupancy. Please note that if the property is tenant occupied, our offer is subject to an evaluation of the complexity and cost of relocating the occupants.

If you have any questions or need additional information, please contact us.

Sincerely,

Buyer or Buyer's Representative

Enclosures

Seller's Occupancy Certification

SELLER'S OCCUPANCY CERTIFICATION
Completed and signed by the seller of the property

The Seller/s of the property located at:

Property Address:

Certify that:

- This property is vacant land and without any tenant resident or tenant personal property.
If checked, skip the statements below and return this document to the contact person.

If the property does have a structure, or has tenant owned personal property, I/we certify that the following "checked" items are applicable: (Please mark only the applicable items.)

- No tenant(s) has/have occupied the property for a period of one year prior to the date of this purchase or option to purchase contract.
- This property did have a tenant who moved within the past year who was not asked to move in relation to this proposed acquisition transaction. The reason the tenant (or tenants) moved within the past year is explained on an attached page. (Please attach.)
- The property is tenant occupied, and I/we agree to allow egress/ingress to the site so that required notices can be delivered to each resident, and that each resident can be surveyed to determine their replacement housing needs and related moving costs.
- The property is not occupied, but personal property owned by a person other than the owner is located at the site.
- The property is not tenant occupied, but if a new tenant moves into the property, I/we assume responsibility for providing displacement assistance if we fail to execute a Move-In Notice.

Signature of Seller/s

Signature

Date

Signature

Date

Signature

Date

CDBG-MIT Right of Entry and Hold Harmless Agreement

Attachment C Ver. 1 is available on the following page.

Attachment C

Ver. 1



**West Virginia Department of Economic Development
Community Development Block Grant - Mitigation (CDBG-MIT)**

CDBG-MIT - Right of Entry and Hold Harmless Agreement- Example Only

****Please have City or County legal counsel review before utilizing****

Today's Date: ___/___/_____

Ownership Interest and Grant of Right for Appraisal of Fair Market Value

The undersigned hereby certifies he/she/they are/is the owner(s) with authority to grant access to the property or authorized agent of such person, at (enter address): _____

_____ (“Property”) and does hereby authorize the County of _____ or the City of _____, the State of West Virginia, and their agents, successors and assigns, contractors, and subcontractors (collectively the “Appraisal Entities”) to have the right of access and to enter the property for purposes of appraising the fair market value of the property/structure.

Government Not Obligated

It is fully understood that this Right-Of-Entry does not create an obligation of the acquisition or sale of the property. The appraisal will be conducted at no expense to the owner on the above-described property by personnel authorized by:

Owner Name: _____ Date: _____

Owner Signature: _____ Date: _____

City/County Representative Name: _____ Date: _____

City/County Representative Signature: _____ Date: _____

Notary Name: _____ Date: _____

Notary Stamp:

Attachment C

Ver. 1



Government Indemnified and Held Harmless

The property owner(s) hereby agree to indemnify and hold harmless the Appraisal Entities for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions—either legal or equitable—which the undersigned property owner(s) has (have), or ever might or may have, by reason of any action of aforesaid Appraisal Entities taken to accomplish the aforementioned fair market appraisal.
