# CHAPTER 6 ACQUISITION

#### INTRODUCTION

The Unit of General Local Government (UGLG) is required to comply with the acquisition and statues in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA). Section 104(d) of the Housing and Community Development Act of 1974, as amended [Section 104(d)], and 42 USC Sec. 3537c, Prohibition of Lump Sum Payments, the UGLG also has the responsibility to minimize displacement that results from CDBG funded projects. For more details on Relocation Procedures under the URA and Anti displacement requirements under Section 104(d) of the Act, refer to Chapter 7 – Relocation.

The URA applies to any acquisition of real property for programs and projects where there is Federal Financial Assistance in any part of the project costs.

At the time a Letter of Interest or Offer Letter is executed with MEDC, URA compliance is triggered, regardless of who is acquiring the property. An Agency is considered to be a State, State Agency, or a person who has the authority to acquire property by eminent domain under State law. The Agency is responsible for providing applicable notices, maintaining URA related documentation, and ensuring compliance with URA.

If acquisition and relocation are not involved, the MEDC may require notification in writing that the Uniform Act does not apply, Property Acquisition and Relocation Will Not Occur Letter SAMPLE (Form 6-A).

# **SECTION 1 – GENERAL ACQUISITION REQUIREMENTS**

An option agreement, meeting the below requirements and contingencies, may be executed prior to the completion of the environmental review record, as long as a Letter of Interest or Offer Letter has been issued by the MEDC. However, acquisition of property cannot be completed or finalized until after the environmental review record is complete:

#### **REQUIREMENTS:**

- Prior to signing the option agreement, the Agency informs the property owner of the property's fair market value and that the power of eminent domain will not be used. (Form 6-B).
- The cost of the option agreement must be a nominal portion of the purchase price, not to exceed 5%.

# **CONTINGENCIES:**

- Notwithstanding anything to the contrary in this Agreement, Buyer's obligations under this Agreement are contingent upon the completion of an environmental review in accordance with 24 CFR Part 50 and 24 CFR Part 58.
- Notwithstanding anything to the contrary in this Agreement, Buyer's obligations under this Agreement are contingent upon obtaining CDBG funds through the Michigan Strategic Fund.

The URA established 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. Real property includes:

- Permanent and temporary easements necessary for the project
- Fee simple title/a parcel of land
- Long-term leases of 50 years or more
- Rights of way

The Agency cannot enter into any construction contracts prior to completing the acquisition of all properties required for completion. If a property is in the process of being condemned, the action must be filed in court prior to execution of a construction contract.

Prior to executing an option agreement, contact the CDBG Program Specialist for guidance.

Unless a property is being donated, all acquisitions are required to document how compensation was determined. The appraiser will estimate the properties Fair Market Value, the appraisal will be evaluated and used as a basis for Estimate of Just Compensation, and the Agency will establish what will be offered to the property owner, which cannot be less than the approved fair market value. In order to initiate a transaction, the following must be included in any option agreements and subsequent purchase offers:

- The Just Compensation Amount
- Description and location
- The interest acquiring (fee simple, easement)
- List of buildings, improvements, and property (usually included in appraisal)

After a written offer is completed, negotiations can commence. The property owner must be provided reasonable opportunity to consider the offer, in addition to addressing any proposed modifications. All negotiations and settlements must be supportable and well documented to ensure compliance with statues and regulations. Administrative settlements can be approved it they are reasonable, prudent and in the interest of the public.

Project planning for property acquisition is critical. Key areas to plan for are whether temporary relocation of property occupants will be necessary, the cost of relocation activities by the acquiring party, what other organizations or services must be engaged in the acquisition process and determining any resources to support acquisition or temporary relocation activities. It will also be critical that documentation is keep for each property being acquired, and all notices and negotiation documents are included.

**Note:** If a proposed project involves acquisition, and occupants reside in the building, review Chapter 7 Relocation for concurrent compliance requirements.

# SECTION 2 – VOLUNTARY AND INVOLUNTARY ACQUISITION DEFINITIONS (UNDER URA)

# **VOLUNTARY ACQUISITION - AGENCIES WITH EMINENT DOMAIN POWERS**

When an "Agency" has the power of eminent domain, most commonly an UGLG will hold this power, this must be addressed in correspondence with the property owner. Properties acquired by Agencies who have the power of eminent domain are <u>only considered voluntary</u> if the Agency notifies the property owner in writing of the property's fair market value and that the property will not be acquired if negotiations do not result in an amicable agreement. The sales price may be negotiated with the property owner, after the notice mentioned is provided. The property being acquired, in part of wholly, cannot be part of an intended, planned, or designated project area where the area surrounding is also being acquired.

Eminent domain powers are prohibited when the beneficiary of the project is a private entity. Acquisition of property to assist private entities must always be voluntary.

# **VOLUNTARY ACQUISITION – AGENCIES WITHOUT EMINENT DOMAIN POWERS**

When an "Agency" does not have the power of eminent domain, most commonly a private entity and some UGLG's, correspondence is much the same. Properties sought to be acquired, where eminent domain powers do not exist, requires the Agency notify the property owner in writing of the property's fair market value and that the property will not be acquired in the event negotiations fail to result in an amicable agreement.

Voluntary acquisitions, regardless of whether eminent domain powers exist, it is the case that only tenant-occupants would be eligible for any relocation assistance under the URA. Owner-occupants who voluntarily engage in the acquisition are not eligible for assistance.

Eminent domain cannot be used for any acquisition not benefitting the public. This generally applies to housing and infrastructure projects related to public use.

#### **INVOLUNTARY ACQUISITION**

Properties acquired involuntarily must be done so under the threat or use of eminent domain. Properties sought to be acquired requires the Agency notify the property owner in writing of the property's fair market value and an offer to purchase at the fair market value identified. The purchase is expected to be completed quickly. A reminder that eminent domain cannot be used for any acquisition not benefitting the public. This generally applies to housing and infrastructure projects related to public use.

Involuntary acquisitions result in relocation assistance eligibility to be extended to both tenant-occupants and owner-occupants, under the URA.

# SECTION 3 – VOLUNTARY ACQUISITION PROCEDURES (UNDER URA)

The steps for the voluntary acquisition (with or without eminent domain) of property, and the order in which the steps should occur, are outlined below:

#### **DETERMINE OWNERSHIP**

Ownership must be submitted with the application and include title evidence and the legal description of the property. Submitted documents will be cross referenced with the county register of deeds' records to verify the legal property owner and legal description of the property, and check for any existing easements or liens. CDBG funds may not be used to remove liens or to perfect title ownership. Title defects must be cleared at the expense of the property owner(s), prior to receiving a grant agreement.

# DETERMINE THE VALUE OF THE PROPERTY (APPRAISAL OR WAIVER VALUATION)

All appraisals must be conducted in accordance with 49 CFR 24.103, and reviewed in accordance with 49 CFR 24.104. The appraisal requirements outlined in Part 24.103 are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP). An appraisal Scope of Work (Form 6-R) is not only required but is critical since it establishes an understanding between the appraiser and the acquiring Agency on the specific requirements of the appraisal. The property owner must be provided the opportunity to accompany the appraiser during the property inspection. When an appraisal is not required, a waiver valuation must be prepared. A waiver valuation is a statement of the property's value. The UGLG must ensure the person performing the waiver valuation has sufficient understanding of appraisal principles and the local real estate market. The waiver valuation (Form 6-D) or similar document should be signed, and a copy kept in the UGLG's files.

# SEND THE VOLUNTARY ACQUISITION NOTICE

A Voluntary Acquisition Notice must be sent to the property owner (Form 6-B). The Notice must include the fair market value of the property and include a statement that the buyer either does not have, or will not use, the power of eminent domain. The Agency must send all notices, letters, and other documents by certified or registered mail, return receipt requested, or hand delivered with receipt documented. If the property owner does not read or understand English, the Agency must provide translations and assistance, free of cost to the property owner. Each notice must give the name and telephone number of a person who may be contacted for further information.

In addition, this letter should inform the property owner that under voluntary acquisition they are not entitled to any relocation assistance. If voluntary acquisition or subsequent construction results in the temporary relocation of tenant-occupants, those tenants are eligible for relocation assistance.

Note, temporary relocation that exceeds 12 months automatically triggers permanent displacement eligibility. Permanent displacement is not eligible for any CDBG assistance. It is strongly advised projects with permanent displacement reconsider their project activities, see Chapter 7 *Relocation* for more information on relocation and displacement.

# NEGOTIATE, PREPARE DOCUMENTS, AND COMPLETE THE SALE

After the property is valued, and notices to acquire are provided, a sale price is negotiated. Following successful negotiations and receiving authorization to incur project costs from MEDC, the sale contract is prepared; the Statement of Settlement Costs (Form 6-L) or an alternative Closing Statement or similar document. Once the sale is closed and the deed is transferred, copies must be provided to the CDBG Program Specialist. Incurring private or public costs prior to receiving CDBG Program Specialist authorization may jeopardize the grant.

#### RECORDKEEPING

A voluntary acquisition file must be maintained for each property acquired and for each tenant-occupant, and must include the following documents:

- Completed Voluntary Acquisition Checklist (Form 6-S) Title search/Clearance of Title
- Waiver Valuation (Form 6-D) or similar document or an Appraisal Report, if applicable
- Notice of URA Applicability (Form 6-A), if applicable
- Voluntary Acquisition Notice with Eminent Domain (Form 6-B), if applicable
- Voluntary Acquisition Notice without Eminent Domain (Form 6-C), if applicable
- Invitation to Accompany an Appraiser (Form 6-M), if applicable
- Statement of Just Compensation (Form 6-J) or Notice of Intent Not to Acquire (6-K), as applicable
- Statement of Settlement Costs (Form 6-L), or similar document, as applicable
- Easement Servitude Appraisal (Form 6-N), if applicable
- Waiver of Just Compensation and Appraisal (Form 6-O), if applicable
- Record of Personal Contacts (Form 6-Q), for acquisitions with tenants
- Appraisal Scope of Work (Form 6-R)
- Recorded evidence of acquisition payment and new property ownership

# SECTION 4 – INVOLUNTARY ACQUISITION PROCEDURES (UNDER URA)

When involuntary acquisition is necessary for a public benefit, with no other identified alternatives, the property owner must be informed of their rights under the URA. The steps involved with involuntary acquisition, with the use of threat or eminent domain, are outlined in the Acquisition Process under URA Flowchart (Form 6-E) and described below:

#### **DETERMINE OWNERSHIP**

Ownership be must submitted with the application and include title evidence and the legal description of the property. Submitted documents will be cross references with the county register of deeds' records to verify the actual property owner, legal description of the property, and check for any existing easements or liens. CDBG funds may not be used to remove liens or to perfect title ownership. Title defects must be cleared at the expense of the property owner(s), prior to receiving a grant agreement

# DETERMINE THE VALUE OF THE PROPERTY BY AN APPRAISAL AND REVIEW APPRAISAL (IF REQUIRED) OR WAIVER VALUATION

All appraisals must be conducted in accordance with 49 CFR 24.103, and reviewed in accordance with 49 CFR 24.104. The appraisal requirements outlined in Part 24.103 are intended to be consistent with the Uniform Standards of Professional Appraisal Practice (USPAP). An appraisal Scope of Work is not only required but is critical since it establishes an understanding between the appraiser and the agency on the specific requirements of the appraisal. A sample scope of work is available as Appendix 19 of HUD Handbook 1378. The property owner must be provided the opportunity to accompany the appraiser during the property inspection. When an appraisal is not required, a

waiver valuation must be prepared. A waiver valuation is a statement of the property's value. The UGLG must ensure the person performing the waiver valuation has sufficient understanding of appraisal principles and the local real estate market. The waiver valuation (Form 6-D) or similar document should be signed, and a copy kept in the UGLG's files.

### SEND THE INVOLUNTARY PRELIMINARY ACQUISITION NOTICE AND BOOKLET

An Involuntary Preliminary Acquisition Notice must be sent to the property owner (Form 6-F). The Agency must send all notices, letters, and other documents by certified or registered mail, return receipt requested, or hand delivered with receipt documented. If the property owner does not read or understand English, the Agency must provide translations and assistance, free of cost to the property owner. Each notice must give the name and telephone number of a person who may be contacted for further information.

The Preliminary Acquisition Notice includes:

- The property owners' rights under the URA, including the right to an appraisal;
- Explains the notice is not to vacate the property;
- Establishes whether eligibility for relocation payments or assistance;
- Must be accompanied by the booklet, When a Public Agency Acquires Your Property (Form 6-G) or for permanent and temporary easements, When a Public Agency is Interested in Acquiring an Easement (Form 6-H);
- Must include the UGLG's Acquisition Policy but ONLY if it affords the owner or occupant additional rights.

Permanent displacement of occupants is not an eligible activity for CDBG funds and may jeopardize the grant.

#### **ESTABLISH JUST COMPENSATION**

After valuation of the property, just compensation must be established. The amount determined to be just compensation cannot be less than the fair market value as determined by the Appraisal/Review Appraisal or waiver valuation. The establishment of an amount believed to be just compensation cannot be delegated to a private consultant. Establishment of the amount believed to be just compensation must be made by an appropriate official of the UGLG. Council or Board approval is suggested but not required. A sample Statement of Just Compensation is included as Form 6-I.

#### SEND THE WRITTEN OFFER TO PURCHASE

The Agency must send the property owner a written Offer to Purchase (Form 6-J) or similar document, along with the written Statement of Just Compensation (Form 6-J) or similar document. As with all notices, the written Offer to Purchase must be sent certified or registered mail, return receipt requested or hand delivered with evidence of receipt.

The statement must include:

- A statement of the full amount offered as just compensation;
- An accurate description and location identification of the property to be acquired;
- The interest the Agency wishes to acquire must also be included (fee simple easement); and
- A list of the buildings and other improvements covered by the offer. The list of the property to be acquired
  must be accurate to avoid situations where an item is included in the appraised value and written offer but
  subsequently relocated at the grantee's expense.

Remember, if the property is tenant-occupied and the tenant will be required to temporarily vacate (not exceeding 12 months), the tenant is eligible for relocation assistance, refer to Chapter 7 – Relocation.

#### RECORDKEEPING

An involuntary acquisition file must be maintained for each property acquired and for each tenant-occupant, and must include the following documents:

- Completed Involuntary Acquisition Checklist (Form 6-T)
- Title search/Clearance of Title
- Waiver Valuation (Form 6-D) or similar document or an Appraisal Report, if applicable
- Involuntary Acquisition Notice with Eminent Domain (Form 6-F), if applicable
- HUD Brochure (Form 6-G or 6-H)
- Invitation to Accompany an Appraiser (Form 6-M), if applicable
- Statement of Just Compensation (Form 6-J) or Notice of Intent Not to Acquire (6-K), as applicable
- Statement of Settlement Costs (Form 6-L), HUD-Form 1, or similar document, as applicable
- Easement Servitude Appraisal (Form 6-N), if applicable
- Waiver of Just Compensation and Appraisal (Form 6-O), if applicable
- Record of Personal Contacts (Form 6-Q), for acquisitions with tenants
- Appraisal Scope of Work (Form 6-R)
- Recorded evidence of acquisition payment and new property ownership

# **SECTION 5 – APPRAISALS UNDER URA**

Appraisals are considered a preliminary cost paid for with non-CDBG costs during the application process in order to determine project costs. In order to facilitate a property appraisal, the Agency must adhere to the following:

- Meet requirements outlined in 49 CFR 24.103;
- Agency must develop an appraisal scope of work;
- Identify and resolve personal property/realty issues for affected businesses;
- Appraisals must be consistent with Uniform Standards of Professional Appraisal Practice (USPAP)

# **SELECTING APPRAISERS**

The Agency must select an independent appraiser. The appraiser should have no interest in the property or be related to, or in business with, anyone having any interest in the property to be acquired. State-certified or licensed real estate appraisers eligible to perform appraisals for federally related transactions are now listed on the Internet, View the National Registry of State-Certified or Licensed Appraisers' website at <a href="http://www.asc.gov">http://www.asc.gov</a>.

The UGLG should follow its local procurement requirements in addition to requesting statements of qualifications from a number of local appraisers. A minimum of one appraisal is required for cost reasonableness; however, if the project is being acquired involuntarily or the property value exceeds \$100,000, the UGLG will need to have two independent appraisals conducted. A review appraisal must be prepared for each appraisal conducted.

The Agency may use one of its own professional services contracts or refer to the Uniform Appraisal Standards for Federal Land Acquisition, which sets forth standard requirements for appraisals involving federally funded acquisitions, Agreement for Appraisal Services SAMPLE (Form 6-U).

#### **ESTABLISH JUST COMPENSATION**

The grantee determines the just compensation amount to be offered to the property owner in a three-step process:

- 1. An appraiser prepares an appraisal of the property to be acquired. The appraisal provides the appraiser's estimate of the property's fair market value, then
- 2. A qualified review appraiser evaluates the appraisal which will then be the basis of the agency's estimate of just compensation, then
- 3. The agency establishes the just compensation amount to be offered to the property owners. The offer may not be less than the approved fair market value of the property.

The amount determined to be just compensation cannot be less than the fair market value as determined by the Appraisal/Review Appraisal or waiver valuation. The establishment of an amount believed to be just compensation cannot be delegated to a private consultant. Establishment of the amount believed to be just compensation must be made by an appropriate official of the UGLG. Council or Board approval is suggested but not required. A sample Statement of Just Compensation is included as Form 6-I.

For some uncomplicated, low value acquisitions (i.e., less than \$10,000), the grantee may determine an appraisal is not required and prepare a waiver valuation that will provide the basis of the Agency's offer of just compensation.

#### PROPERTY VALUED AT \$250,000 OR MORE

A contract (fee) appraiser making a "detailed appraisal" on property valued at \$250,000 or more must be certified and licensed in accordance with State law implementing Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), P.L. 101-73 and must be currently active on the Appraisal list. The review appraiser must also be on the State's general appraisal list.

### PROPERTY VALUED AT LESS THAN \$250,000

As of September 6, 2001, for property valued below \$250,000, the Agency may use a General Appraiser or a Residential Appraiser. This is also applicable to the review appraisal.

### **OWNER INVITATION**

Before the first appraisal is undertaken, the Agency must formally invite the property owner to accompany the appraiser during inspection of the property (Form 6-M). This notice should be in writing and a copy placed in their property acquisition file along with evidence of receipt by the owner. For the review appraisal, the requirement to invite the property owner to accompany the appraiser is optional.

#### SERVITUDE/EASEMENT APPRAISAL FORMS

The Grant Manual's Easement Servitude Appraisal SAMPLE (Form 6-N) is an example of a short form that can be accepted for an appraisal establishing the value of servitude or an easement. This form summarizes documentation which the appraiser must have on file.

#### THE REVIEW APPRAISAL

A review appraisal must be obtained once an appraisal has been completed. The review must be done by a qualified staff appraiser or an independent fee appraiser. The review must be written, signed and dated. It should assess the adequacy of the appraiser's supporting data, the appraisal procedures used, and the soundness of the appraiser's opinion of fair market value. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions to the initial appraisal.

If the review appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring Agency that it is not practical to obtain an additional appraisal, the review appraiser may, as part of the review, present and analyze market information in conformance with §24.103 to support a recommended value.

## **DONATIONS**

No provision of the Uniform Act regulations prevent a person, after being fully informed of their right to just compensation based on a review of available data or an appraisal of their real property, from donating their property or easement to the Agency for a project. They must be informed of their right to accompany the appraiser during the appraisal.

Because a property owner is entitled to just compensation under the Uniform Act, a donation should never be assumed. The Waiver of Just Compensation form (Form 6-O) should be prepared by the Agency when the property owner agrees to donate their easement or parcel of land. It should clearly state that the property owner understands that they cannot be required to donate the property or to sell it to the Agency at less than the amount of the

appraised value, unless the property owner voluntarily agrees to donate. The waiver should clearly show the property owner's intent to voluntarily release the Agency of its Uniform Act obligation to determine just compensation based upon an appraisal after being fully informed of their rights under the Uniform Act. Because a property owner is entitled to an appraisal before making a decision to donate, it is incumbent on the Agency to document that the property owner was made aware of that right before obtaining the signed waiver. A waiver signed by each legal property owner must be kept in each property owner's acquisition file.

The specific property is conveyed to the Agency by written consent of the property owner. Here, the property owner agrees to transfer full title of a parcel of their land, or grant a permanent and/or temporary easement, or establish a lease of 50 years, or grant right-of-way interest without receiving just compensation. However, the Agency is responsible for paying all incidental costs and fees associated with the transfer and recording of the property.

#### RECORDKEEPING

A separate acquisition case file including the below documents must be established for each donated acquisition:

- HUD brochure titled When a Public Agency Acquires Your Property (Form6-G) or When a Public Agency is Interested in Acquiring an Easement (Form 6-H);
- Signed Waiver of Rights of Just Compensation, and Right to an Appraisal, from the property owner, if applicable (Form 6-O);
- Documentation to indicate how "market value" was determined if the market value of the property or the easement is determined to be \$10,000 or less (Form 6-D);
- If right to an appraisal was not waived, the Agency must appraise property and use the sample waiver of Right of Just Compensation and provide the amount of the market value on that sample waiver form (Form 6-O):
- Preparing Scope of Work (Form 6-R)
- Agreement for Appraisal Services SAMPLE (Form 6-U)
- Recorded evidence of acquisition payment and new property ownership.

# **SECTION 6 – COMPLETING ACQUISITION**

Depending upon whether the Agency and the property owner can reach an agreement on an acquisition price, the Agency will complete the acquisition process, initiate condemnation proceedings, or decide not to acquire the property.

# NEGOTIATE, PREPARE DOCUMENTS, AND COMPLETE THE ACQUISITION PROCESS

The property owner may accept the fair market value and enter into an option agreement, after receiving written authorization to do so by the CDBG Program Specialist. However, there may be occasions when a property owner proposes or insists on more than the fair market value. If this occasion arises, the Agency may request approval from MEDC to proceed with a purchase price higher than the fair market value or may obtain a new valuation.

Following successful negotiations and receiving authorization to incur project costs from the MEDC, the sale contract and Statement of Settlement Costs (HUD-Form 1) or an alternative Closing Statement (Form 6-L) or similar document is prepared. The Statement of Settlement Costs or Closing Statement or similar document must identify all settlement costs regardless of whether they are paid at, before, or after closing. In the case of an easement, right-of-way, servitude or similar conveyance, the Agency must provide a similar statement of the closing costs detailing all the attendant costs. If a title or escrow company is used, their standard form is acceptable. The Statement of Settlement Costs or the Closing Statement or similar document must be dated and certified as true and correct by the closing attorney or person handling the transaction.

The Agency must reimburse the property owner to the extent deemed fair and reasonable for incidental costs associated with transfer of title (i.e., recording fees, transfer taxes, penalty cost or other charges for prepayment of any pre-existing recorded mortgages, etc.).

Documentation of negotiation proceedings should be placed in the project acquisition file, voluntary or involuntary.

# **CONDEMNATION PROCEEDINGS**

Condemnation is the legal process by which a fee simple title to property is acquired through the process of eminent domain. The initial steps in an involuntary acquisition are followed but the Agency must acquire the property by filing condemnation against the property owner because a mutually agreed upon price cannot be determined.

Once it has been determined that the power of eminent domain must be used, the following steps are required:

- Formally terminate negotiations in writing;
- File condemnation suit with appropriate court in accordance with State law;
- Deposit, as directed by the court, the amount of court-determined just compensation in an escrow account;
- Proceed with payment to the property owner in accordance with court instruction.

# **INTENTION NOT TO ACQUIRE**

If the Agency decides not to acquire the property at any time after informing the property owner of its interest, the Agency must notify the property owner and all tenants in residence in writing of its intention not to acquire the property (Form 6-K). Any person moving from the property thereafter will not be eligible for relocation payments and assistance. This notice should be sent within 10 days of the Agency's determination not to acquire.

#### **CHAPTER 6 FORMS**

### **URA Not Applicable**

6-A Property Acquisition and Relocation Will Not Occur Letter SAMPLE

#### **Voluntary Acquisitions**

- 6-B Voluntary Acquisition Notice for UGLGs with Eminent Domain SAMPLE
- 6-C Voluntary Acquisition Notice for UGLGs without Eminent Domain SAMPLE
- 6-D Waiver Valuation SAMPLE
- 6-S Voluntary Acquisition Review Checklist

# **Involuntary Acquisitions**

- 6-E Acquisition Process Under URA Flowchart
- 6-F Involuntary Preliminary Acquisition Notice SAMPLE
- 6-G When a Public Agency Acquires Your Property, HUD-2041-CPD
- 6-H When a Public Agency is Interested Acquiring Easement, HUD-1041-CPD
- 6-D Waiver Valuation SAMPLE
- 6-I Statement of Just Compensation SAMPLE
- 6-J Written Offer to Purchase SAMPLE
- 6-K Notice of Intent Not to Acquire SAMPLE
- 6-L Statement of Settlement Costs
- 6-M Invitation to Accompany an Appraiser SAMPLE
- 6-N Easement Servitude Appraisal SAMPLE
- 6-O Waiver of Just Compensation and Appraisal SAMPLE
- 6-Q Record of Personal Contacts
- 6-T Involuntary Acquisition Review Checklist

# **Reference**

- 6-P General URA Acquisition
- 6-R Preparing an Appraisal Scope of Work
- 6-U Agreement for Appraisal Services SAMPLE