

Chapter 6

Acquisition

Introduction

The Unit of General Local Government (UGLG) is required to comply with the acquisition and relocation policies and procedures as set forth in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act or URA). Under Section 104(d) of the Housing and Community Development Act of 1974, as amended [Section 104(d)], 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. There are a couple instances, one of which is a voluntary acquisition, when the URA does not apply. However, even with a voluntary acquisition, some type of paperwork will be required.

Once an Offer Letter has been issued by the Michigan Economic Development Corporation (MEDC), the UGLG must ensure that the Agency acquiring the Real Property complies with the URA, regardless of who purchases the property or who pays for the property. According to the U.S Department of Housing and Urban Development's Handbook 1378, an Agency may be a State, a State Agency, or a person who has the authority to acquire property by eminent domain under State law. This definition includes UGLGs but does not include persons who do not have the power of eminent domain.

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.

As explained in this chapter, there are certain notices that must be sent even if the acquisition is not subject to the URA. If Federal financial assistance is used in any part of the project, the Uniform Act governs the acquisition of real property for the project and any resulting displacement, even if local or private funds are used to pay the acquisition costs. Again, CDBG acquisition and relocation guidelines are applicable to a project once the MEDC issues an Offer Letter.

If acquisition and relocation are not involved, the MEDC may require notification in writing that the Uniform Act does not apply. (Form 6-A).

Section 1 – General Acquisition Requirements

The Agency (State, State Agency, UGLG or other person who has the power of eminent domain) acquiring the property should not begin the acquisition process until the environmental review has been completed. In certain instances, an option or purchase agreement, meeting the below

requirements and contingencies, may be executed prior to the completion of the environmental review, as long as an Offer Letter has been issued by the MEDC.

Requirements: An option or purchase agreement may be executed prior to the completion of the environmental review when the following requirements are met:

- Prior to signing the option or purchase agreement, the Agency informs the property owner of the property’s market value (refer to “Determining the Value of Property for a Voluntary Acquisition” under Section 3 of this Chapter and “Determining the Value of Property for an Involuntary Acquisition” under Section 4 of this Chapter) and that the power of eminent domain will not be used. (Form 6-B).
- The cost of the option or purchase agreement must be a nominal portion of the purchase price.

The provision allows flexibility regarding the term “nominal” and any reasonable interpretation is acceptable, provided that it does not exceed five percent of the purchase price. For instance, it is reasonable to conclude that the nominal amount for option or purchase contracts will vary depending upon the local real estate market and the purchase price.

Contingencies: Prior to the completion of the environmental review, the following contingencies must be included in the option or purchase agreement:

- 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 Agency should not enter into any construction contract prior to completing the acquisition of all properties required for project 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.

Again note: Once a MEDC Offer Letter has been issued, no project related acquisition may occur until after the Environmental Review process has been completed and the MEDC has provided written authorization to incur the costs. Option or purchase agreements, which meet certain requirements and include certain contingencies, may be used prior to the completion of the environmental review. Your CDBG Program Specialist must be contacted prior to signing an option or purchase agreement or incurring other project costs. See Chapter 5: Environmental Review and the [Funding Guide](#), with regard to the environmental review requirements and incurring project costs.

Section 2 – Voluntary and Involuntary Acquisitions (under URA)

In order to further understand the applicability of the URA requirements and proceed with an acquisition, the UGLG must understand the critical difference between acquisition of property when the sale is voluntary and when the sale is involuntary. While there are protections for property owners in both voluntary and involuntary sales, the key difference between the two types of acquisition depends on the use of eminent domain and project/property alternatives.

- **When a voluntary sale occurs, there can be no threat of eminent domain or condemnation and other project/site alternatives must be available.**

- Properties acquired by Agencies with the power of eminent domain are only considered voluntary if the Agency notifies the property owner of the property’s market value and notifies the property owner that the Agency will not use the power of eminent domain if negotiations do not result in an amicable agreement. The sales price may be negotiated. Other alternatives must be available (i.e. not proceeding with the project or proceeding with alternative sites).

Example: The City of Anywhere, Michigan would like to acquire a parcel of private property to expand public parking that benefits the entire lower income City. The City has determined that it will not proceed with the project if the City and the property owner cannot come to an amiable agreement. Prior to entering into an agreement for the property, the City must inform the property owner of the market value of the property and that the City will not use its power of eminent domain.

- **The use of eminent domain for economic development projects that benefit private entities is prohibited. Therefore, the acquisition must be voluntary.**

Example: In order to expand, ABC Company needs public water to be extended through the adjacent privately owned property. In order to extend the water, the City needs an easement through the adjacent privately owned property for the water line. Since this is an economic development project (no public benefit), the power of eminent domain cannot be used.

- **When an involuntary sale occurs, the use of eminent domain or condemnation may be required.** Typically, involuntary transactions occur when an Agency with the power of eminent domain MUST acquire property for a project involving a public benefit and there are no other alternatives (i.e. the project must happen and there is only one site where the project can happen).

- Example: The City of Anywhere, Michigan would like to acquire a parcel of private property to expand public parking that benefits the entire lower income City. The City has determined that it will proceed with the project even if the City and the property owner cannot come to an amiable agreement.

Guidance pertaining to voluntary acquisitions is detailed in Section 3 of this Chapter. Guidance pertaining to involuntary acquisitions is detailed in Section 4 of this Chapter.

Section 3 – Voluntary Acquisition Procedures (under URA)

Steps for Meeting URA Voluntary Acquisition Requirements

Remember, these requirements apply to all Real Property voluntarily acquired by an Agency. According to the U.S Department of Housing and Urban Development’s Handbook 1378, an Agency may be a State, a State Agency, or a person who has the authority to acquire property by eminent domain under State law. This definition includes UGLGs but does not include persons who do not have the power of eminent domain.

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.

Certain steps regarding acquisition of property are necessary to meet Federal and State requirements. The steps for the voluntary purchase of property, and the order in which the steps should occur, are outlined below:

Determine Ownership

Ownership must be determined. The first step in the process is to obtain title evidence, that is, the deed and the legal description of the property. Review the county register of deeds' records to determine the actual property owner and review the deed and legal description of the property to determine any existing easements or liens. A title search to determine ownership is often necessary. CDBG acquisition 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).

Determine the Value of the Property (Appraisal or waiver valuation)

According to the URA, a voluntary acquisition does not require a formal appraisal to determine the property's value. However, if CDBG will be funding the acquisition, an appraisal may be required to verify cost reasonableness. If an appraisal is not conducted, a waiver valuation must be prepared. A waiver valuation is a statement of the property's value. The waiver valuation does not need to be complicated but must include: the property to be acquired, a description of the property, the method used to determine the property's value, the estimated market value of the property, the name of the person making the valuation, and any other notes or conditions applicable to the analysis. 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 market value of the property and include a statement that the buyer 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. 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 he or she is not entitled to any relocation assistance. Note, however, that if the property is tenant-occupied and the tenant will be required to vacate, the tenant is eligible for relocation assistance.

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.

Negotiate, Prepare Documents, and Complete the Sale

The sales price is negotiated. Following successful negotiations and receiving authorization to incur project costs from the MEDC, the sales contract is prepared; the Statement of Settlement Costs ([HUD-Form 1](#)) or an alternative Closing Statement (Form 6-L) or similar document is prepared; the closing is

completed; the deed (or other ownership interest) is transferred; and the deed (or other ownership interest) is recorded at the County. For the environmental review requirements and when project costs can be incurred, see Chapter 5: Environmental Review and the Funding Guide.

Record Keeping

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

Voluntary Acquisitions

- 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 required
- Voluntary Acquisition Notice and documentation of receipt by property owner (Form 6-B)
- Contract of Sale
- Statement of Settlement Costs (HUD-Form 1), alternative Closing Statement (Form 6-L), or similar document
- Recorded document as evidence of payment and property ownership

Section 4 – Involuntary Acquisition Procedures (Under URA)

Property Owner’s Basic Rights under URA

When involuntary transactions are required as part of a CDBG project, the property owner must be informed of his/her rights under the Uniform Act. Those basic rights include:

The right to receive a Notice of Uniform Act Requirements provided by the Agency formally explaining the property owner’s rights under the Uniform Act. This is usually accomplished by providing the property owner with a Preliminary Acquisition Notice and the applicable US Department of Housing and Urban Development (HUD) Uniform Act Booklet.

The right to an Appraisal and a Review Appraisal if the value of the property is greater than \$10,000 or if certain conditions exist (see below - determining the value of the property). The right to accompany the appraiser during the appraisal of their property.

The right to Just Compensation based on an appraisal or a waiver valuation.

Steps for Meeting URA Involuntary Acquisition Requirements

Remember, these requirements apply to all Real Property involuntarily acquired by an Agency. According to the U.S Department of Housing and Urban Development’s Handbook 1378, an Agency may be a State, a State Agency, or a person who has the authority to acquire property by eminent domain under State law. This definition includes UGLGs but does not include persons who do not have the power of eminent domain.

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.

Certain steps regarding acquisition of property are necessary to meet federal and State requirements. The steps involved with an involuntary transaction are outlined in Attachment 6-E (Flowchart of URA Process) and described below.

Determine Ownership

Ownership must be determined. The first step in the process is to obtain title evidence, that is, the deed and the legal description of the property. Review the county register of deeds' records to determine the actual property owner and review the deed and legal description of the property to determine any existing easements or liens. A title search to determine ownership is often necessary. CDBG acquisition 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).

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. Each notice must give the name and telephone number of a person who may be contacted for further information.

The Preliminary Acquisition Notice:

- Explains the property owners' rights under the URA, including the right to an appraisal;
- Explains that the notice is not a notice to vacate;
- Does not establish 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.

Determine the value of the property by an Appraisal and Review Appraisal (if required) or Waiver Valuation

An appraisal is not required if:

1. The property owner offers to donate the property; or
2. The property's market value is less than \$10,000 and it is an uncomplicated valuation.

When an appraisal is not required, a waiver valuation must be prepared. A waiver valuation is a statement of the property's value. The waiver does not need to be complicated but must include: the property to be acquired, a description of the property, the method used to determine the property's value, the estimated market value of the property, the name of the person making the valuation, and any other notes or conditions applicable to the analysis. 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.

Note: If CDBG funds are used to pay for the acquisition, please check with your CDBG Program Specialist as the MEDC may require an appraisal (instead of a waiver valuation) to verify cost reasonableness. In this case, a review appraisal may not be required.

The following conditions will trigger an appraisal:

1. The value of the property is estimated to be more than \$10,000;
2. The property owner wants an appraisal;
3. Possible damages exist to the remaining property;
4. Questions exist on the highest and best use;
5. The use of eminent domain is anticipated;
6. Hazardous material/waste may be present; or
7. For other reasons the Agency determines an appraisal is required.

See the appraisal requirements below for selecting an appraiser and the appraisal requirements. If an appraisal is required, the property owner must be invited to accompany the appraiser (Form 6-M). When an appraisal is required, a review appraisal will automatically be required. For more information on review appraisals, including what to do if the appraiser conducting the review does not agree with the methodology used by the original appraiser, please refer to the section later in this chapter entitled “The Review Appraisal”.

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 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-I) 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.

Remember, if the property is tenant-occupied and the tenant will be required to vacate, the tenant is eligible for relocation assistance. 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.

Complete Acquisition, Condemn Property or Decide Not To Acquire

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 sales price is negotiated. The property owner may accept the market value and enter into an agreement. However, the property owner must be provided an opportunity to discuss the offer,

propose a higher value and document that higher value. There may be occasions when a property owner proposes or insists on more than the market value. If this occasion arises, the Agency may request approval from the MEDC to proceed with a purchase price higher than the market value or may obtain a new valuation.

Following successful negotiations and receiving authorization to incur project costs from the MEDC, the sales contract and Statement of Settlement Costs ([HUD-Form 1](#)) or an alternative Closing Statement (Form 6-L) or similar document are 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 of 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 other 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.).

In all cases, the closing is completed; the deed (or other ownership interest) is transferred; and the deed (or other ownership interest) is recorded at the County. For the environmental review requirements and when project costs can be incurred, see Chapter 5: Environmental Review and the Funding Guide.

Documentation of negotiation proceedings should be placed in the project acquisition file.

- **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.

- **Decide 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.

Record Keeping

Record of Personal Contacts (Form 6-Q) is used in maintaining personal contacts with the owner. A separate acquisition case file including the below documents must be established for each acquisition:

Involuntary Acquisitions

- Completed Involuntary Acquisition Checklist (Form 6-T)
- Record of Personal Contacts (Form 6-Q) or similar document
- Title Search/Clearance of Title
- Involuntary Preliminary Acquisition Notice (Form 6-F)
- HUD Brochure (Form 6-G or 6-H)
- Evidence of Invitation to Accompany Appraiser (Form 6-M)
- Waiver Valuation (6-D) or similar document/Appraisal Report & Review of Appraisal
- Written Statement of Just Compensation (Form 6-I or similar)
- Written Offer to Purchase and Evidence of Receipt (Form 6-J or similar)
- Contract of Sale
- Statement of Settlement Costs ([HUD-Form 1](#)) or an alternative Closing Statement (Form 6-L) or similar document
- If Donation, Waiver of Relocation Benefits (Form 6-O; cannot be used for tenants)
- If Acquisition Terminated, Notice of Intent Not to Acquire (Form 6-K)
- If Condemnation, Evidence of Court Deposit of Fair Market Value
- If Condemnation, Court Resolution
- Recorded document as evidence of payment and property ownership

A copy of each acquisition file, once complete, must be sent to the Program Specialist.

Appraisals under the Uniform Act

Typically, appraisals are considered a preliminary cost because they are paid for with non-CDBG costs during the application process in order to determine project costs. For preliminary costs, see the Funding Guide for additional guidance.

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. The appraiser should be qualified, reputable and professional. Look for appraisers who have had experience doing the types of appraisals needed. An appraiser who usually establishes values for vacant, unimproved land may not be appropriate to establish accurate values of houses. State-certified or licensed real estate appraisers eligible to perform appraisals for federally related transactions are now listed on the Internet.

The National Registry of State-Certified or Licensed Appraisers' Website is: <http://www.asc.gov>.

Procuring Appraisal Services

Again, since appraisals are typically conducted prior to the Grant Agreement using non-CDBG funds, the Agency should follow its local procurement requirements but may want to request statements of qualifications from a number of local appraisers, review those qualifications, and employ only qualified appraisers. A minimum of one appraisal is required; however, if the project is potentially controversial (as with an unwilling property owner or a conflict of interest involving a public official) or where property values exceed \$100,000, the UGLG may want 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 contract or refer to the [Uniform Appraisal Standards for Federal Land Acquisition](#), which sets forth standard requirements for appraisals involving federally funded acquisitions. Standard Federal Housing Administration (FHA) appraisal forms may also be used.

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

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 complete 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.

Acquiring Property without an Appraisal

(42 USC 4651 (2); 49 CFR 24.102 (c) (2)) states: If the UGLG can determine that the valuation of a parcel of land or servitude is uncomplicated and that fair market value of the property does not exceed \$10,000, and if the owner does not desire an appraisal, then an offer can be made to the owner(s) of the property without a formal appraisal but a waiver valuation will be required (see the involuntary transaction step for valuing property).

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 property owner must be kept in each property owner's acquisition file.

Keep in mind that a donation is the property owner's voluntary relinquishment of their land or easement for free to the Agency after being fully informed of their Uniform Act rights. 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 less, 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.

In summary an Agency **must** provide the following to the MEDC for a property donation:

- Involuntary Preliminary Acquisition Notice (Form 6-F);
- HUD brochure titled *When a Public Agency Acquires Your Property* (Form 6-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);
- Recorded property deeds and easements and evidence of payment of recording fees.

Chapter 6 Form(s)

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-P Acquisition Case File Summary Report, 09.2013 DISCONTINUED AFTER AUG 2015

6-Q Record of Personal Contacts

6-R Waiver of Relocation Benefits *coming soon* (cannot be used for tenants)

6-T Involuntary Acquisition Review Checklist