

SECTION I

GENERAL PROJECT INFORMATION

A. INTRODUCTION

This Procedural Guide is designed to assist you, the project sponsor, with the successful completion of your federal Land and Water Conservation Fund project.

This guide is organized in two sections. The first section contains general project information that applies to all Land and Water Conservation Fund projects. Section II contains specific guidelines for acquisition projects.

Recognizing the uniqueness of each project, you may have specific questions that are not answered in this guide. If so, please feel free to contact:

Ohio Department of Natural Resources
Division of Real Estate and Land Management
Grants Program
2045 Morse Road, Building C-4
Columbus, Ohio 43229 -6693
(614) 265-6395 FAX (614) 267-4764

B. PROGRAM ADMINISTRATION

The National Park Service (NPS) of the U.S. Department of the Interior is the federal administering agency of the Land and Water Conservation Fund (LWCF) program. The Governor has designated the Ohio Department of Natural Resources (ODNR) as the state agency responsible for program administration and coordination. Within the Department, program responsibilities have been assigned to the Division of Real Estate and Land Management (REALM). Under the terms of a project agreement, ODNR delegates (to you, the "Participant") certain responsibilities for project completion, record retention, and operation.

C. RESPONSIBILITY FOR PROJECT COMPLETION

State and Local Responsibilities Defined. The Participant is legally responsible to complete the project. Once reimbursement is accepted, the Participant shall not terminate a project financed with LWCF funds before it is satisfactorily completed. Requests to prematurely terminate a project must be accompanied by a full explanation of the need to terminate and the proposed disposition of the incomplete project. Premature termination requires prior approval from both the NPS and the ODNR.

Under the terms of the federal Land and Water Conservation Fund Act, it is the responsibility of both the ODNR and the Participant to follow the guidelines and rules

as established by the state. The ODNR shall assure the NPS that the Participant complies with the terms of the project agreement, the provisions of this guide, and all relevant laws, rules and regulations. The ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time before or within the project period if the ODNR determines that the Participant has failed to comply with the project agreement. The Participant will be promptly notified in writing of such findings and given the reasons for the actions.

1. Satisfactory Progress. The Participant is responsible to ensure that its project is carried through with reasonable promptness to a stage of completion acceptable to the ODNR. Failure to maintain satisfactory progress or failure to complete the project to the satisfaction of the ODNR may be cause for termination or cause to withhold further payments on any of the Participant's existing projects. Please refer to appendix for Progress Report form. Subsequent applications may be penalized if the Participant does not maintain satisfactory progress.
2. Site Inspections. During the project period, site visits may be made at any time by representatives of the ODNR to ensure that the work is progressing in accordance with the project as approved. After the completion of the acquisition and project, periodic inspections will be made in order to ensure that the area is being used essentially for outdoor recreation. These post-completion inspections, in some instances, may be unannounced.
3. Changes in an Approved Project. The Participant may not deviate from the scope of an approved project without the concurrence of this ODNR. The scope of an approved project is defined in the State-Local Project Agreement. These documents specify the type and extent of development or the acreage to be acquired.

Requests for change after a project is approved must be made in writing to the Division of Real Estate and Land Management and must contain a detailed explanation. The request should include appropriate maps, cost estimates, etc., to accurately reflect the proposed change.

D. RESPONSIBILITY AFTER THE PROJECT COMPLETION FOR THE OPERATION, MAINTENANCE AND USE OF LAND AND WATER CONSERVATION FUND ASSISTED AREAS

1. **Section 6(f) of the Land and Water Conservation Fund Act of 1964. PROPERTY ACQUIRED OR DEVELOPED WITH ASSISTANCE FROM THE FUND SHALL BE RETAINED AND USED FOR PUBLIC OUTDOOR RECREATION PURPOSES IN PERPETUITY. PROPERTY ACQUIRED OR DEVELOPED SHALL NOT BE WHOLLY OR PARTLY CONVERTED TO OTHER THAN PUBLIC OUTDOOR RECREATION USES WITHOUT THE**

APPROVAL OF THIS DEPARTMENT AND THE SECRETARY OF THE UNITED STATES DEPARTMENT OF INTERIOR.

If the Participant determines that a conversion of use or title is desirable and necessary, contact the Division of Real Estate and Land Management for specific instructions. (614) 265-6395.

2. LWCF Acknowledgment Sign. Suitable public acknowledgment of LWCF assistance at project sites is required. Such acknowledgment will emphasize the federal-state-local partnership role in creating new high-quality recreation areas and facilities.

The LWCF symbol shown below must be displayed at the entrances to the recreation site. The symbol should also be displayed in folders and park literature. The symbol format and colors may not be altered and signs must not be smaller than 9" by 12". Signs must be placed at the site upon acquisition of the project. The sign must be permanent.



3. Underground Utility Requirements. All electrical lines installed after project approval must be placed underground. This requirement applies to all utilities including new or replacement electrical wiring installed on a fund-assisted site.
4. Accessibility to the Public: Discrimination on the basis of residence is prohibited. Public Law 92-422, Section 6(f)(8) provides that discrimination on the basis of residence, including preferential reservation or membership systems and annual permit systems, is prohibited, except to the extent that reasonable differences in admission and other fees may be maintained on the basis of residence.

Any proposed fees associated with the site that differs between residents and nonresidents must first be submitted for approval. As a rule, fees charged to nonresidents cannot exceed twice that charged to residents. Where there is no charge for residents, but a fee is charged to nonresidents, the nonresident fee cannot exceed the fee charged for residents at comparable state or local public facilities that have a fee system. Reservations, memberships or annual permit systems available to residents must also be available to nonresidents.

Participants may impose reasonable use limits on the type and extent of use at areas and facilities when such limitations are necessary for maintenance or conservation. All limitations shall be in accordance with the applicable grant agreement and amendments.

5. Operation and Maintenance. Property acquired or developed with assistance from the Fund shall be maintained to appear attractive and inviting to the public. Properties shall be kept reasonably safe for public use.
6. Post-Completion Inspections. In accordance with the project agreement and other applicable program requirements, a compliance inspection will be made periodically. The following points will be considered during inspection of properties that have been developed for public use:
 - Retention and Use. Is the property being used for outdoor recreation? Have all indoor recreation facilities been approved by NPS and ODNR?
 - Appearance. Is the property attractive and inviting to the public?
 - Maintenance. Are upkeep and repair of structures and improvements shall be adequate? Is vandalism a problem?

- Management. Do staffing and servicing of facilities appear adequate to assure public use and enjoyment of the area?
- Availability. Is there evidence of discrimination? Is the property readily accessible and open to the general public during reasonable hours and times of the year?
- Environment. Is the quality and integrity of the area being maintained?
- Signs. Is the area properly signed for user information and safety? Is the proper Land and Water Conservation Fund acknowledgment sign posted?

Where lands have been acquired but not yet developed, periodic site inspections will determine whether the interim use being made of the property, if any, is as agreed to by the ODNR and the Participant.

6. Audit Requirements. The Participant is responsible for being familiar with the Single Audit Act of 1984 and its requirements. Under these requirements, audited agencies must submit a copy of any single audit report to ODNR's Division of Real Estate and Land Management.

SECTION II

ACQUISITION PROJECTS

A. INTRODUCTION

1. General Responsibilities. Responsibilities applicable to all LWCF projects were described in Section I of this guide. This section contains specific procedures on how to successfully complete an acquisition project. If you have any questions, call the Division of Real Estate and Land Management at (614) 265-6395.
2. Uniform Relocation and Acquisition. All acquisitions made with LWCF assistance must be completed in accordance with the provisions of the Ohio Revised Code Section 163 and Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which requires in part:
 - You must offer the landowner just compensation for the property being acquired as determined by an ODNR-approved appraisal.
 - You must provide all displaced persons, whether landowner or tenant, with appropriate relocation assistance.
3. Sequence of Events. A detailed explanation of the sequence of events for your acquisition project is included in the following paragraphs.

B. DEED – LIMITATION OF USE

Property acquired with assistance from the Land and Water Conservation Fund shall be retained and used for public outdoor recreation. Under no circumstances can property acquired be converted to use other than public outdoor recreation without the approval of the secretary of the Department of Interior. In order for this regulation to be stringently enforced, the Limitation of Use below must become part of the deed and recorded in the county courthouse. If the signed 6(f) boundary map provided with the LWCF application is only a portion of the property, a copy of the 6(f) boundary map should accompany the Limitation of Use. **THE LIMITATION OF USE MUST BE INCLUDED IN THE RECORDED DEED FURNISHED TO REALM BEFORE ANY REIMBURSEMENT REQUESTS ARE PROCESSED.**

The following language is to be incorporated:

NOTICE OF LIMITATION OF USE

The property identified below has been acquired or developed with federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, 16 U.S.C. 4601-5 et seq. (170 ed.). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Ohio Department of Natural Resources, Division of Real Estate and Land Management and the secretary of the Department of the Interior. By law, the secretary shall approve such conversion only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP) and only upon such condition as the substitution of other recreation properties are of at least equal fair market value and of reasonably equivalent usefulness and location.

C. APPRAISAL PROCESS

1. PROPERTY APPRAISALS AND RELOCATION. All property acquisitions made with assistance through the LWCF program must be completed in accordance with the provisions of Public Law 91-646, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Ohio Revised Code Section 163, which require that landowners and tenants displaced from their home, farms, and places of business, be offered just compensation for their property, and that they be appropriately reimbursed for costs associated with their relocation.

2. APPRAISAL. Any property to be acquired must be appraised by the project sponsor. The local agency is required to submit one independent appraisal to ODNR's Division of Real Estate and Land Management. The appraisal must be prepared by a certified general appraiser whose qualifications have been reviewed and approved by the Ohio Department of Natural Resources. The fair market value established by the state-approved appraisal is the amount of just compensation the project sponsor is required by law to offer the owner for the land to be acquired.

ODNR's Division of Real Estate and Land Management provides guidelines, which must be followed in the preparation of the appraisal.

IMPORTANT - The local agency should not proceed to acquire the property until written authorization to do so is received from ODNR. Every appraisal must include a statement that the landowner has been

offered the opportunity to accompany the appraiser during inspection of the property.

C. STATEMENT OF JUST COMPENSATION

After you receive notification from the ODNR that the appraisal is approved, you must provide the landowner with a Statement of Just Compensation, and the required information for landowners and tenants about benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1980 (P.L. 91-646). A blank Statement of Just Compensation form and the required attachment is provided in this Procedural Guide. A copy of the Statement of Just Compensation WITH ORIGINAL SIGNATURE must be returned to the Division of Real Estate and Land Management at the time of billing.

D. NEGOTIATIONS

Negotiations must be initiated by offering the approved appraised value in a Statement of Just Compensation. You must negotiate a purchase price within six months of the effective date of the appraisal. If it is found that negotiations or the actual purchase occurred prior to state approval of the project, the Participant may not be eligible for reimbursement.

IMPORTANT - Since you are required by law to offer the appraised amount, you are obligated to offer and must be prepared to pay that amount if the seller accepts it.

Waiver of Just Compensation. If the landowner chooses to accept less than the amount offered in the Statement of Just Compensation, the seller must sign a Waiver of Just Compensation explaining the reasons for accepting less. A blank Waiver of Just Compensation form is provided in this Procedural Guide.

Condemnation. Condemnation should not be advanced or delayed in order to induce an agreement on price. If an agreement does not appear possible after a reasonable period of negotiation, the project sponsor may, if authorized by law, institute condemnation proceedings.

E. TRANSFER TITLE AND RECORD DEED

1. You must acquire the property within six months from the effective date of the appraisal or an update of the appraisal will be needed.

2. Title Rights, Documentation or Price Paid and of Title. You must supply satisfactory evidence of purchase price and of the character and nature of the title. A written Certification of Title by your legal counsel can satisfy evidence of title, by title insurance, and by a copy of the deed. Exact property boundary lines must be established. A survey may be required when there is reasonable doubt about the size or exact location of the boundaries of the tract being acquired.
3. Acquisition of Interests in Real Property. The acquisition of easements, rights-of-way, etc., will be viewed in the same light as full takings. Documentation of value by appraisal will be the same. The Participant should adequately explain why lesser interests are to be acquired.
4. Record Retention. All documentation supporting the acquisition of land and water, or interests therein must be kept readily available for examination by duly authorized representatives of the ODNR. All such records must be retained for a period of three years after final payment by the State.

F. SUBMIT REQUEST FOR REIMBURSEMENT

1. Processing Time. In order to receive reimbursement, the items in the billing must be correct, completed, well documented, and within the limits of fund assistance. **If all forms and documents are acceptable, the Participant can usually expect reimbursement within 45 days.** To avoid delays, contact the Division of Real Estate and Land Management if you do not understand a procedure.
2. Accounting Responsibilities and Procedures for NatureWorks Projects. The Participant is responsible for the financial management of an approved project.

The Participant shall implement accounting procedures to assure proper disbursement and accounting of NatureWorks funds. The accounting procedures must be based on generally accepted accounting standards and principles and must meet the following minimum requirements:

- Establish separate accounts and support documents for each project. The NatureWorks number assigned to the project shall identify each project account.
- Identify in detail the source of each receipt.

- Itemize all support documents for project expenditures in detail and show the exact nature of each expenditure. Do not list any items as "miscellaneous".
- Cross-reference each expenditure with the supporting purchase order, contract, bill, etc. These support documents must contain the signature of the official authorized to approve such expenditures.
- Maintain adequate records to show that the Participant authorized all expenditures charged against the project.
- Invoices and vouchers must contain the project number, account number, and date.
- Copies of fronts of canceled checks must be properly identified and filed. If payment is made by electronic transfer, you must submit documentation of the transfer of funds.
- Some incidental acquisition costs, such as interest, abstracting costs, and legal fees are not eligible for reimbursement.

3. **Acquisition Billing Checklist. One copy of each of the following documents is required when requesting reimbursement:**

- ___ The "Performance Report".
- ___ The recorded deed.
- ___ The "Statement of Just Compensation" form.
- ___ Copies of the front of the checks.
- ___ The court award concerning the land value, if applicable.
- ___ The "Waiver of Just Compensation" form, if applicable.
- ___ The "Certification of Title" or "Title Insurance".
- ___ The "Option", if applicable.
- ___ Picture of the LWCF sign that is required at the project site.

All forms (along with examples) to request reimbursements are included in the Appendices of this Procedural Guide.

IMPORTANT - REIMBURSEMENT IS BASED ON THE APPRAISED VALUE OF THE LAND, NOT THE AMOUNT PAID. IN ADDITION, REIMBURSEMENT WILL NOT EXCEED THE GRANT AMOUNT.

If your project involves acquisition of residentially occupied structures, an operating farm or business, or if the project site has any improvements on it, call ODNR/REALM to find out what additional requirements may apply. Each acquisition is unique; therefore, you must be able to provide specific detailed information on the existing use of developed property that is to be acquired.

APPENDICES

STATEMENT OF JUST COMPENSATION

WAIVER OF JUST COMPENSATION

PERFORMANCE REPORT

PROGRESS REPORT

APPRAISAL GUIDELINES

U.S. DEPARTMENT OF JUSTICE POSITION PAPER,

RE: HIGHEST AND BEST USE

STATEMENT OF JUST COMPENSATION

INITIAL OFFER

PROJECT: _____

OWNER: _____

TRACT NO. _____

Dear _____:

This is to confirm my discussion with you concerning your property and to indicate my willingness to further discuss the acquisition of your property at your convenience.

As indicated, the _____ has had an appraisal made of your property. The Ohio Department of Natural Resources has reviewed and approved the appraisal and in compliance with Section 301 of the Act of Congress of January 2, 1971, Public Law 91-646, and Ohio Revised Code Section 163.51 and 163.62, you are hereby advised that just compensation for fee interest in your property is:

Land	= \$	_____
Improvements	= \$	_____
Damages	= \$	_____
TOTAL	= \$	_____

This amount is an estimate of fair market value, which is not less than the state-approved appraisal. The estimate of fair market value of the real property is based on acceptable standard appraisal practices and procedures, which considered the highest and best use of the property, current land sales of similar properties in the vicinity, and other indicators of land value as follows:

(Income, Market, or Cost Approach)

Also considered were possible damages to any real property owned by you and not included in the above description.

The state-approved value encompasses all property values within the described premises, including any and all buildings and other improvements, except as specifically stated under EXCEPTIONS≅, below.

Any decrease or increase in the fair market value of real property prior to the date of valuation caused by the public improvement on the project for which the property is being acquired, or by the likelihood that the property would be acquired for such improvement or project, other than that due to physical deterioration within the reasonable control of the owner, has been disregarded by the appraiser making his determination of just compensation for the property.

County_____

Township_____

Section_____ (If Applicable)

Range_____ (If Applicable)

Municipality_____ (If Applicable)

EXCEPTIONS:

_____	_____
Date	Signature
_____	_____
	Title

I (We) have been furnished with information for property owners and tenants concerning relocation rights and benefits as required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646).

Received:

Date

Signature of Property Owner(s)

IMPORTANT -SIGNATURES ON THIS FORM DO NOT CONSTITUTE ACCEPTANCE OF THIS OFFER TO BUY ON THE PART OF THE LANDOWNER.

ATTACHMENT TO STATEMENT OF JUST COMPENSATION

Information for Landowners and Tenants About Benefits Under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - Public Law 91-646

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 provides for certain benefits and payments to displaced persons (landowners and tenants) which result from the sale of land to a government agency (federal, state, or local). A person is considered displaced when (a) a person, partnership, corporation or association on or after January 2, 1971, moves from real property as a result of the acquisition of such real property, in whole or in part; or (b) they are in receipt of a written order from the acquiring agency to vacate real property for a program or project receiving federal financial assistance. The law provides for benefits and payments for which you may be eligible in the following areas:

1. Reimbursement of moving and related expenses or certain substitute payments.
2. Replacement housing allowance under certain conditions.
3. Relocation assistance services to help locate replacement housing, farms, or business properties.
4. Reimbursement of certain expenses incurred in selling real property to a government agency.

These payments and benefits are discussed in greater detail in the following paragraphs.

1. Reimbursement of Moving and Related Expenses

Displaced landowners and tenants are eligible for reimbursement of actual expenses incurred in moving themselves, their families, and their personal property from land acquired for federal or federally assisted programs. When a commercial mover is used, the reimbursement will be the amount charged. If the actual expenses are to be claimed, accurate records must be kept and bills and receipts obtained to support an application for reimbursement of expenses. Reimbursement for actual moving expenses shall not exceed the estimate or amount charged by a commercial mover.

In addition to moving expenses, actual direct losses of tangible personal property as a result of moving or discontinuing a business or farm operation may be reimbursable, but may not exceed the cost of moving such property.

Landowners or tenants displaced from a business or farm operation are eligible for an additional payment not to exceed \$500 for expenses incurred in searching within a 50-mile radius for a replacement business or farm.

Should an owner or tenant displaced from a dwelling prefer, he might accept substitute payment of \$200 plus an allowance of up to \$300 (based on the size of the dwelling moved from) instead of actual moving expenses.

Should a displaced person from a business or farm operation prefer, he may accept a substitute payment instead of actual costs of moving and searching for relocation property. The Costs are not to be less than \$2,500 nor more than \$10,000 (based on the actual net income before income taxes). To qualify as a farm operation, the farm must contribute, or be capable of contributing, at least one-third of the operator's support. To qualify as a business, it must be shown that (a) it cannot be relocated without a substantial loss of its existing patronage; and (b) it is not a part of a commercial enterprise having at least one other establishment not being acquired by the governmental agency.

2. Replacement Housing Allowance.

In addition to reimbursement of moving expenses, owners or tenants actually occupying dwellings on the property acquired by a government agency under a federal or federally assisted program may be eligible for payment to help them purchase or rent a decent, safe, and sanitary replacement dwelling. This payment may be in the form of (a) a differential payment; (b) a rent supplement; or (c) a down payment allowance.

- a. Differential Payment. A payment which, when added to the purchase price of the dwelling acquired by the governmental agency, would enable the owner/occupant to acquire a decent, safe, and sanitary dwelling in the same general area from which he was displaced. The maximum amount that can be allowed for a replacement dwelling shall in no case exceed \$15,000. To qualify for this payment, an owner/occupant must have occupied the dwelling for not less than 180 days prior to the initiation of negotiations by the governmental agency (i.e.: 180 days from the date the first monetary offer was made).
- b. Rent Supplement. The amount necessary, when added to the actual rent or fair cash rental, whichever is greater, which will enable a displaced tenant or owner/occupant to rent a decent, safe, and sanitary dwelling for a period not to exceed four years; but in no case shall the total amount of such payment exceed \$4,000. The governmental agency will determine the maximum amount necessary to rent a replacement dwelling. Total payments in excess of \$500 will be made in four equal annual installments. To qualify for this payment, a tenant or owner must have occupied the dwelling acquired by the governmental agency for not less than 90 days prior to the initiation of negotiations. An owner/occupant of more than 180 days prior to the initiation of negotiations may elect to receive this payment instead

of the initiation of the differential payment, but not to exceed the amount he would have received as a differential payment.

- c. Down Payment. The amount necessary to make a down payment for purchase, including closing costs, on a decent, safe, and sanitary dwelling but not to exceed \$4,000. However, the displaced tenant must match any amount over \$2,000 on an equal basis. The amount required for a down payment cannot exceed the minimum needed in the area for a conventional loan plus closing costs. The same occupancy qualifications apply for a down payment as for a rent supplement,

3. Relocation Assistance.

The government agency (federal, state, or local) will, to the greatest extent possible, assist displaced landowners and tenants in locating and becoming established in decent, safe, and sanitary replacement housing and in locating replacement farm and business properties. It will also provide assistance in completing applications for moving and other expenses and payments authorized by Public Law 91-646. Should you have questions, the governmental agency (federal, state, or local) negotiator will be glad to discuss them with you, or you may write to the government office in charge of federal or federally assisted programs.

The government agency (federal, state, or local) will, upon request, provide any lending institution, or other interested party, a statement of expenses and allowances for which you, as a displaced owner or tenant, are eligible under Public Law 91-646.

4. Reimbursement of Expenses Incurred in Selling Real Property to a Governmental Agency.

Landowners are eligible for reimbursement of certain expenses incurred by them in conveying title to real property to the government. The expenses eligible are:

- a. Recording fees, transfer taxes, revenue stamps, and notary fees.
- b. Penalty costs for pre-payment of pre-existing recorded mortgages as may be required to convey a clear title to the government agency.
- c. The pro rate portion of real property taxes that would apply to the period after the date title vests in the government, or the effective date of possession by the government, whichever is earlier.

It is the obligation of the landowner to pay these expenses initially and then claim reimbursement from the agency purchasing the land. The agency will then be eligible for federal reimbursement as an allowable expense of the project.

WAIVER OF JUST COMPENSATION

PROJECT: _____

OWNER: _____

TRACT NO.: _____

I/We, _____, have been informed of all of my/our rights and benefits under the Uniform Relocation Assistance and Real Properties Acquisition Policy Act of 1970 and have been provided with a Statement of Just Compensation and a written offer to purchase for the appraised value of \$_____. Of my/our choice, I/We have elected to accept an amount less than the approved appraisal of fair market value for the following reason:

Signature of Property Owner(s)

Date

IMPORTANT - An explanation for accepting less than fair market value must be provided.

EXAMPLE

PERFORMANCE REPORT #1
Land and Water Conservation Fund Project No. 39-00000
"Riverpark Acquisition"

<u>PARCEL</u>	<u>APPRAISED VALUE</u>	<u>AMOUNT PAID</u>	<u>ACRES</u>	<u>RELOCATION</u>
1	\$10,000.00	\$ 10,000.00	8	\$ 4,000.00
2	<u>23,500.00</u>	<u>23,500.00</u>	<u>3</u>	<u>15,000.00</u>
	\$ 33,500.00	\$ 33,500.00	11	\$ 19,500.00

One tenant and one family were relocated. See attached relocation reporting forms. No additional relocation is required for this project. Parcels 3 and 4 are being appraised and should be acquired within ten months.

\$33,500.00 = Appraised Value of Land; Basis for Reimbursement

\$19,500.00 = Relocation Benefits

\$ 1,000.00 = Relocation Services Contract

\$54,000.00 = TOTAL SPENT THROUGH BILLING #1

\$40,500.00 = AMOUNT OF 75% REIMBURSEMENT

As a duly authorized representative for the grantee, I hereby certify that the expenses represented and the accompanying documents are true and accurate. I also certify that all expenses represented have not been applied to any other grants and are applicable to only the NatureWorks grant.

Signature

LAND AND WATER CONSERVATION FUND (LWCF)

PROGRESS REPORT

The National Parks Service has requested that States begin submitting quarterly reports on LWCF projects. ODNR asks that grant recipients submit this report by the 15th day of the month following each calendar quarter (submit by January 15th, April 15th, July 15th and October 15th). Acquisition projects receiving one time reimbursements may fill out initial report with estimates for anticipated project completion. Development projects are expected to fill out reports until project completion.

Also, ODNR requests that projects submit billings at the time of quarterly reports. Billings submitted more frequently than quarterly are encouraged. Please complete and mail to: Grants Manager- LWCF Progress Report, Division of REALM, Department of Natural Resources, 2045 Morse Rd. Columbus, OH 43229 or email the report to mary.fitch@dnr.state.oh.us. Thank you for your cooperation.

Date: _____

Sponsor: _____

Project Name/Number: _____

Contact Person: _____

Telephone Number: _____

E-mail address: _____

Please describe percentage of work complete on each project scope item:

Please describe remaining work to be done and timeline: _____

Please estimate next billing date and amount: _____

Please provide an estimated date for project completion: _____

SPECIFICATION FOR ANALYTICAL NARRATIVE APPRAISAL REPORT

(In Conformance with "Uniform Appraisal Standards for Federal Land Acquisition" based on Interagency Land Acquisition Conference 1992 - "Yellow Book')

GENERAL

In the preparation of this report, the appraiser shall follow current professional appraisal practices giving consideration to three approaches to value, unless otherwise specified in these instructions.

1. COST LESS DEPRECIATION APPROACH
2. INCOME APPROACH
3. COMPARATIVE (OR MARKET) APPROACH

Should certain approaches or requirements covered in these specifications not be applicable to the assignment, the obligation can be fulfilled by identifying that approach or requirement together with a brief explanation for its omission (i.e. an appraisal involving land valuation only). Of necessity, supplementary specifications will be furnished requiring additional data in the appraisal of highly specialized properties or under other unusual circumstances.

FORMAT

The report shall be bound, in book-fashion, in the left margin, in a durable cover with an identification of the property on the face thereof. The paper used shall be a good grade bond of size 8 1/2x 11 inches. All pages shall be numbered consecutively, including all exhibits, and each important heading shall be shown in the Table of Contents. The text shall be divided into four parts as outlined below.

PART I - INTRODUCTION

1. Title Page. This shall include:
 - a. Project identification, County, and Parcel identification of the property;
 - b. Name of the individual making the report;
 - c. Effective date of the appraisal; and
 - d. Owner's name, address, and telephone number.
2. Table of Contents

3. Letter of Transmittal
 - a. Date of Letter and Salutation
 - b. Value Estimate
 - c. Appraiser's Signature
4. Photographs. Pictures shall show at least the front elevation of the major improvements, plus any unusual features. There should also be views of the abutting properties on either side and that property directly opposite. When a large number of buildings are involved, including duplicates, one picture may be used for each type. Views of the best comparables should be included whenever possible. Except for the overall view, photographs may be bound as pages facing the discussion or description, which the photographs concern. All photographs shall include captions and be in color.
5. Statement of Limiting Assumptions and Conditions. The appraiser should provide clear concise statements of all assumptions including the following specifics:
 - a. that the title to the property is marketable,
 - b. that the appraiser assumes no responsibility for legal matters,
 - c. that all data furnished by others are presumed correct; and
 - d. any other assumptions and/or limitations.
6. References. If preferred, can be shown with applicable approach.

Part II - FACTUAL DATA

7. Purpose of the Appraisal. This shall include the reason for the appraisal, a definition of Market Value (and any other values required), and property rights appraised.
8. Legal Description. This description shall be so complete as to properly identify the total holding and the portion which is to be required. If lengthy, it should be referenced and included in Part IV.
9. Area, City, and Neighborhood Data. All the important facts about the area, city, and neighborhood that the appraiser has judged pertinent to the specific appraisal problems should be included.

10. Project Data.

- a. Site - Describe the soil, topography, mineral deposits, easements, etc. A statement must be made concerning the existence or non-existence of mineral deposits having a commercial value. In case of a partial taking discuss access both before and after to remaining tract. Also discuss the detrimental and hazardous factors inherent in the location of the property.
- b. Improvements and Conditions - This shall be by narrative description, including dimensions of principal building and/or improvements. The current physical condition and relative use and obsolescence shall be stated for each item or group appraised and, whenever applicable, the repair or replacement to bring the property to useable conditions.
- c. Equipment - This shall be described by narrative or schedule form and include all items of equipment, including a statement of the type and purpose of the equipment and its state of cannibalization. The current physical condition and relative use and obsolescence shall be stated for each item or group appraised, and whenever applicable, the repair or replacement requirements to bring the property to usable condition.

Any related personality or equipment, such as tenant trade fixtures, which are not attached or considered part of the realty, shall be separately inventoried. Where applicable, these detachable or individually owned items shall be separately valued.

- d. History - State briefly the purpose for which the improvements were designed, dates of original construction and major renovation and/or additions; include, for privately owned property, A TEN-YEAR RECORD as to each parcel, of all sales, and, if possible, officers to buy or sell, and recent lease(s); if no sale in the past ten years- include a report of the last sale, if available, or advise that there have been no sales in the last ten years.
- e. Assessed Value and Annual Tax Load - Include the current assessment and dollar amount of real estate taxes. If the property is not taxed, the appraiser shall estimate the assessment in case it is placed upon the tax roll, state the rate and give the dollar amount of the tax estimate.
- f. Insurance - If applicable, give the estimated rate per thousand and the annual cost of adequate insurance coverage for any improvements on the site.
- g. The Restrictions, Easements, and Other Fee Interests - give a detailed description of all utilities, easements, and/or title restrictions affecting the property and the resultant impact they may have, if any, on the site's value and/or use.

- h. Zoning - Describe the zoning for subject and comparable properties. If not zoned, state what the zoning probably will be under private ownership, and if rezoning is imminent, discuss further under Item 11.
- i. Hazardous Waste Statement - A statement indicating any hazardous waste on subject property in the form of waste disposal underground tanks, or solid waste that was visible at time of inspection.

PART III - ANALYSIS AND CONCLUSIONS

- 11. Definition and Analysis of Highest and Best Use. The report shall state the highest and best use that can be reasonably made of the property (land and improvements and where applicable, machinery and equipment) for which there is a current market. The valuation shall be based on this use. In no case shall the land be appraised for one highest and best use and the value of the improvements added when they do not contribute to the fair market value of the land under the highest and best use. Such special purpose appraisals are not allowable.
- 12. Land Value. The appraiser's opinion of the value of the land shall be supported by confirmed sales of comparable, or nearly comparable lands having like optimum (highest and best) uses. Differences shall be weighed and explained to show how they indicate the value of the land adjustments are made for location, time, size, site characteristics, etc. and result in an adjusted sales price. This will establish an adjusted sales price range. If one or more of the comparables influence the final determination of value, it should be so stated. (It is preferable to include a grid showing each adjustment and the final adjusted sale price.)
- 13. Value Estimate:
 - a. Cost Approach - This section shall be in the form of computative data, arranged in sequence, beginning with the reproduction or replacement cost, and shall state the source (book and page if a national cost service) of all figures used. The dollar amounts of physical deterioration and functional and economic obsolescence, or the omission of same, shall be explained in narrative form. This procedure may be omitted on improvements, both real and personal, for which only a salvage or scrap value is estimated.
 - b. Income Approach - This shall include adequate factual data to support each figure and factor used and shall be arranged in detailed form to show at least:
 - (1) estimated gross economic rent or income;
 - (2) allowance for vacancy and credit losses; and

- (3) an itemized estimate of total expenses including reserves for replacements. '

Capitalization of net income shall be the rate prevailing for this type of property and location. The capitalization technique, method and rate used shall be explained in narrative form supported by a statement of sources of rate and factors.

- c. Comparative (Market) Approach - All comparable sales used shall be confirmed by the buyer, seller, broker, or other person having knowledge of the price, terms, and conditions of sale. Each comparable shall be weighed and explained in relation to the subject property to indicate the reasoning behind the appraiser's final value estimate from this approach.

Note: Each comparable sale shall have the same Highest and Best Use as the subject property or, if not, a full explanation is needed.

14. Appraisal of Partial Takings must be prepared using the Federal Method as shown on Pages 28 through 35 of the Uniform Standards for Federal Land Acquisitions, and include the following:
 - a. Before Value, (valuation of the total ownership or whole property).
 - b. Less the After Value (valuation of the land remaining after the "taking").
 - c. Total Compensation, (Value of the part "taken").
 - d. Damage/Severance (if any) to the remainder after the "taking".

NOTE: The Before and After Method must be used even though there may be no Damage/Severance to the remainder.

15. Interpretation and Correlation of Estimates, The appraiser shall interpret the foregoing estimates and shall state his reasons why one or more of the conclusions reached in items 13(a), (b), and (c) are indicative of the market value of the property.

When correlating two or all three approaches, take into account the type of property in relation to the adequacy of the data processed in each approach. This summary should explain the strengths and weaknesses of each approach and influence the weight to be given each one.

Do not obtain a final estimate of value by averaging the individual indications. Place the greatest emphasis on the approach, which most reliably reflects local thinking and marketability.

The appraiser shall give the final estimate of value in a definite statement.

16. Affidavit of Appraiser. (Form Attached) (Certification)

- a. No undisclosed interest
- b. Personally inspected property with permission
- c. State and value estimate

PART IV – EXHIBITS AND ADDENDA

17. Location Map* (Within the city or area) This map should be in such detail to clearly identify access to the site and adjacent boundaries.

18. Comparative Sales Data Map. This map should show the location of the subject property and the comparable sales on the same map to aid the review appraiser in the field inspection.

19. Details of the Comparative Sales Data, Sales must be identified by data taken from the recorded instrument (if recorded), AND from information obtained from the parties involved. In all cases, the comparable sales properties considered with the appraisal report must be personally visited/inspected (see appraiser affidavit) and color photographs provided of those properties. The following items must be part of the sales identification description;

- a. Name of grantor and grantee.
- b. Deed book, page number, and county.
- c. Type of instrument (warranty deed, land contract, etc.),
- d. Date of instrument.
- e. Date of sale.
- f. Reservations, exceptions, and deeded restrictions, if noted,
- g. Value of State transfer tax stamps affixed to the instrument.
- h. Sales consideration and terms.
- i. Legal description.
- j. Zoning
- k. Soil description.
- l. Verification (either buyer, sellers brokers other knowledgeable person).
- m. Highest and Best Use analysis of comparable sale properties.

Additional documented data having a major bearing on valuation of the subject property may include:

- n. Quantity and quality of attached mineral rights.
- o. Quantity and quality of attached water rights.
- p. Quantity, quality, and legal description (or maps of functional boundary) of attached permits, leases, allotments, etc.

20. Plot Plan.* Plan showing the configuration of the property being acquired.
21. Floor Plans.* (When needed to explain the value estimates.)
22. Other Pertinent Exhibits. (Such as sketches to locate easements, or other-fee interests on subject property.)
23. Qualifications. (Of all Appraisers and/or Technicians contributing to the report).

* All maps and plans may be bound as facing pages opposite the description, tabulation, or discussions they concern.

APPRAISAL CHECKLIST

(Adapted from "Uniform Appraisal Standards for Federal Standards Acquisitions" based on Interagency Land Acquisition Conference 1992 - "Yellow Book")

PREFACE

- 1. Copy of Specifications and Checklist provided to appraiser prior to start.
- 2. Checklist attached.
- 3. A copy of the Preliminary Title Report, Opinion of Title or Commitment for Title Insurance attached.
- 4. Deed restrictions as found in the Preliminary Title Report, etc., included in appraisal.
- 5. Appraiser advised of legal description of subject property.

FORMAT

- 1. Bound Report.
- 2. Pages numbered.

PART I - INTRODUCTION

- 1. Title Page.
- 2. Letter of Transmittal.
- 3. Table of Contents.
- 4. Photographs (should include at least the front elevations of the subject, any major improvements, any unusual features. There should also be views of abutting properties on either side and the property directly opposite the subject property. Views of each comparable sales property must also be included. Original color photographs should be used in each copy of the appraisal rather than photocopies of the original photos. All graphic material shall include caption.)
- 5. Statement of Assumptions and Limiting Conditions.
- 6. References.

PART II – FACTUAL DATA

- 7. Purpose of Appraisal and Definitions of Market Value.
- 8. Legal Description.
- 9. Area and Neighborhood Data.
- 10. Property Data.
 - A. Site (soil, topography, minerals, etc.)
 - B. Improvement and Conditions.
 - C. Equipment.
 - D. History (10 year history conveyance).
 - E. Assessed value and annual tax load.
 - F. Insurance (if applicable, give estimated rate per thousand and the annual cost of adequate insurance, but not necessarily the present coverage, for any improvements on the site.)
 - G. Title restrictions/easements/other fee interests.
 - H. Zoning.
 - I. Hazardous Waste Statement.

PART III ANALYSIS AND CONCLUSIONS

- 11. Definition and Analysis of Highest and Best Use.
- 12. Land Value.
- 13. Valued Estimate.
 - A. Cost Approach
 - B. Income Approach
 - C. Comparative (Market) Approach.
- 14. If appraisal of a "partial taking", appraiser must appraise the entire ownership, and then deduct the value of the remainder for value. Severance Damage shall be estimated if applicable.
- 15. Interpretation and Correlation of Estimates.
- 16. Affidavit and Statement of owner notification, accompaniment, valuation date and value established.
- 17. Location Map (Within city or area).

- 18. Comparative Sales Data Map. (This map must be of sufficient detail as on a regional map, community map, neighborhood map with both the subject property and each comparable property clearly identified so as to allow the properties to be easily found during the required on-site inspections by the reviewing appraiser.)

- 19. Details of the Comparative Sales Data. (All sales must be verified either by the buyer, seller, broker or other knowledgeable person.) The following items must be a part of the comparable sales identification:
 - A. Name of grantor and grantee.
 - B. Legal/size description of comparable and street address or location description.
 - C. Deed Book, Page Number, and County.
 - D. Type of Instrument (Warranty deed, contract).
 - E. Date of Instrument.
 - F. Date of Sale.
 - G. Reservations, exceptions, deed restrictions, if noted.
 - H. Value of State Transfer Tax affixed to the instrument.
 - I. Sales consideration and terms.
 - J. Zoning classification of comparable sales.
 - K. Soil types of comparable sale.
 - L. Sales confirmed with grantee, grantor or broker.
 - M. Highest and best use of each comparable sale.

Additional documentation data having a major bearing on valuation of the subject property may include:

- Quantity and quality of attached mineral rights.
- Quantity and quality of attached water rights.
- Quantity, quality and legal descriptions (or maps of functional boundary of attached leases, allotments, etc.)

- 20. Plot Plan.*
- 21. Floor Plan.*
- 22. Other pertinent exhibits (location sketches of easements, other fee interests, etc.)
- 23. Qualifications.

* All maps and plans may be bound as facing pages opposite the description, tabulation or discussions that they concern.

AFFIDAVIT OF APPRAISER CERTIFICATION

STATE OHIO

)SS

COUNTY _____

_____, being duly sworn, deposes, and says:

That on _____ (date) I personally inspected the property herein appraised. The owner, or his representative, was advised of my mission and (did) (did not) accompany me. That I personally inspected the comparable sales property considered within this report.

That to the best of my knowledge and belief, the statements contained in this appraisal are true, and the information upon which the opinions expressed therein are based is correct, subject to the limiting conditions therein set forth.

That I understand that this appraisal is to be used in connection with the acquisition of said property by _____, and that to the best of my knowledge and belief, this appraisal has been made in conformity with the "Uniform Appraisal Standards for Federal Land Acquisition" instructions provided me and which are applicable to appraisal of property involving federal and/or State funding, and that no portion of the value assigned to such property, consists of items which are noncompensable under the established law of said State, and that value does not reflect influence of the proposed project.

That neither my employment, nor my compensation for making this appraisal and report are in any way contingent upon the values reported therein.

That I have no direct, or indirect, present, or contemplated future personal interest in this property, or in any way benefit from its acquisition.

That I will not reveal the findings and results of this appraisal to anyone other than the proper officials of the _____ or officials of the National Park Service, unless authorized by State officials to do so, or unless I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings.

That in my opinion the market value of the taking as of _____ is \$_____
(Valuation Date)

(Signature)

(Date report submitted)

Subscribed and sworn to before me this _____ Day of _____, 20____.

Notary Public

SEAL
My Commission Expires: _____