

StARR PROGRAM
LETTER OF INTENT FOR STRUCTURE RELOCATION

This Letter of Intent is made by the Souris River Joint Water Resource Board, (SRJB), and _____, (Relocator), pursuant to the Mouse River Enhanced Flood Protection Project’s Rural Structure Acquisition, Relocation, or Ring Dike Program (StARR). This Letter is not intended to constitute a binding agreement with the Relocator. Instead, this Letter outlines the general framework for the StARR Structure Relocation Program. If the Relocator indicates that the Relocator is interested in the StARR Structure Relocation Program by executing this Letter, the SRJB and its consultants will commence a study to determine the eligibility of the Property and the Market Value of the structures located upon the Property.

1. Relocator affirms that I/we own the real property (Original Property) described as follows:

(Legal description and physical address).

2. Relocator is hopeful that the SRJB will make an offer to provide financial assistance to Relocator in relocating the structures located upon the Original Property to a new property (Proposed Property), and the SRJB is considering making an offer to the Relocator to provide financial assistance to the Relocator in relocating the structures.
3. Relocator holds title to Proposed Property that will be improved to allow for the relocation of the structures from the Original Property to the Proposed Property. The Proposed Property is described as follows:

(Legal description and physical address).

4. It is the intent of the parties that the Relocator will retain ownership of the Original Property, but the SRJB will legally prevent future building or construction activity on the Original Property.
5. By signing below, the Relocator hereby authorizes SRJB to analyze the structures’ eligibility for the StARR Structure Relocation Program, and to determine the structures’ “Market Value” for the purpose of making an offer to the Relocator.
6. According to the StARR Program, the Market Value of the structure is its pre-flood or current market value, whichever is higher. Market Value is determined in one of two

ways. If available, the tax assessed value of the structures is multiplied by 1.10. If the tax assessed value is unavailable, or if the Relocator prefers to hire an appraiser, the SRJB will have the structures appraised. **If an appraisal is required or requested, the Relocator must pay for half of the fees for appraisal services as set forth in the Binding Agreement for Appraisal Services between the Relocator and the SRJB.**

7. By signing this Letter, Relocator grants permission to the SRJB and its consultants to access and inspect the Original Property and the Proposed Property. The SRJB will give a minimum notice of 48 hours to Relocator prior to any inspections. Relocator may revoke the SRJB's permission to access the Property at any time by providing the SRJB written notice.
8. The StARR Program is a voluntary program. The Original Property or Proposed Property is not a part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits. While SRJB does not intend to use its eminent domain authority to acquire the Original Property or the Proposed Property if the Relocator chooses not to participate, or if negotiations fail, the SRJB and its assigns reserve its right to exercise its eminent domain authority at a later date, if necessary for future projects.
9. Relocator is not allowed to duplicate public benefits from flood impacts. If the Relocator or its predessecor(s) in title to the Original Property, has received NFIP or FEMA benefits or other public benefits for damage suffered as a result of the 2011 flood, those benefits will reduce the benefit the Relocator will receive from the StARR Program. Owners choosing to participate in the StARR Program are not eligible for relocation assistance benefits under N.D.C.C. § 54-01.1 or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. **The Relocator must disclose all public benefits it has received as a result of flood impacts to the Property to the SRJB.**
10. The Relocator shall provide the SRJB's Agent with a relocation proposal including a proposed timeline and cost estimates for any work for which the Relocator plans to seek reimbursement.
11. Once the SRJB has determined that the Original Property is eligible, and has determined its Market Value, the SRJB will make an offer in the form of a binding, written Relocation Assistance Agreement, which will remain valid for a period of 30 days from the date of the offer. If the structures are eligible for relocation assistance, the SRJB will offer to pay for 95% of the eligible costs (as specifically set forth in the Relocation Assistance Agreement) incurred to relocate the structures by the Relocator. The Relocator will be responsible for procuring moving and contracting services as appropriate for the

type of relocation being considered, and the Relocator will indemnify the SRJB for all liability stemming from the relocation of the structures. The relocation assistance provided by the SRJB will not exceed the Market Value of the structures, reduced by 5%, and further reduced by all applicable compensation that the SRJB considers to be a duplication of benefits. Nothing herein shall require the Relocator to relocate, or the SRJB to provide assistance with relocation, until the Relocation Assistance Agreement has been executed by the Relocator and by the SRJB.

12. The Relocation Assistance Agreement will set forth additional terms and conditions of the sale. Prior to closing, the Relocator must permanently relocate the structures from the Original Property to the Replacement Property.

Both Parties agree this Letter of Intent is non-binding, and either Party may terminate or suspend negotiations up until the execution of a binding Relocation Assistance Agreement.

Property Owner Signature

Date

Property Owner Signature

Date

SRJB's Authorized Agent Signature

Date