

WRITTEN OFFER TO PROPERTY OWNERS WHEN WAIVER VALUATION IS MADE

	RE:	Project No.	
		Sponsor No.	
		Tract No.	
		Town/City	<u>(If Applicable)</u>
		County	

Dear Sir or Madam:

The town/city/county of \_\_\_\_\_ is in the process of acquiring Rights-of-Way for the purpose of constructing the above referenced project.

The proposed construction of this project will necessitate the purchase of approximately \_\_\_\_\_ acre(s) of your property, which is identified as Tract No. \_\_\_\_\_ on our Right-of-Way map. We have estimated the value of your property that is needed for construction of the above referenced project. A breakdown of the offer due you is given below.

Should this offer not be acceptable, and no reasonable compromise can be reached, it will be necessary to acquire your property by exercising the right of Eminent Domain as set out by Alabama Law. In such proceedings, a petition of condemnation is filed in the Probate Court of \_\_\_\_\_ County. The Probate Court appoints a three-member commission to indicate the price to be paid by the town/city/county of \_\_\_\_\_. These commission members view the property, hear testimony from both sides, and then arrive at their estimate of value. Should you or the town/city/county be dissatisfied with the price set by the commission, either party may request a trial in the Circuit Court. This action must be taken promptly as the Courts specify a time limit for taking such appeals. The valuation set by the Circuit Court is binding on both parties unless it can be established that some part of the court proceedings was irregular, in which case an appeal by either you or the town/city/county may result in a second trial.

The person delivering this letter to you is employed by the town/city/county of \_\_\_\_\_. He/she can explain to you the elements of value which constitute our offer and the effect of the Right-of-Way acquisition on your remaining property, if any. This person is also in a position to answer your questions relative to the procedure outlined above. If you have any further questions, please contact me at (\_\_\_\_\_).

Yours truly,

\_\_\_\_\_

**WRITTEN OFFER TO PROPERTY OWNERS (Continued)**

Delivered By: \_\_\_\_\_ - Negotiator

Date Delivered: \_\_\_\_\_

Received By: \_\_\_\_\_ - Owner

Date Received by Owner: \_\_\_\_\_

**BREAKDOWN OF OFFER**

Land - - - - - \$ \_\_\_\_\_

Improvements - - - - - \$ \_\_\_\_\_

Damages to Remaining Land  
and/or Improvements - - - - - \$ \_\_\_\_\_

Cost of Relocating Improvements - - - - - \$ \_\_\_\_\_

Town/City/County's Contractor to Relocate

\_\_\_\_\_

\_\_\_\_\_

Sub Total  
\$ \_\_\_\_\_

Less Enhancement to Remaining Land - - - - - \$ \_\_\_\_\_

TOTAL AMOUNT OF OFFER DUE - - - - - \$ \_\_\_\_\_