

**GOOD FAITH OFFER OF JUST COMPENSATION
(AVIGATION EASEMENT)**

Date: _____	Project No.: _____	Parcel Easement No.: _____
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The _____,
the owner(s) and operator(s) of the _____ Airport, hereinafter referred
to as PURCHASER, makes the following offer to the following property owner(s), hereinafter referred to as SELLER:

Property Owner(s): _____

Address: _____
Street City State Zip

Other Interests (specify type):

Type Name

Street City State Zip

Type Name

Street City State Zip

The PURCHASER intends to acquire an easement and right-of-way for the free and unobstructed passage of aircraft and other property rights as specified in the **attached avigation easement**. This easement is over and across those parts of the SELLER's property which is bounded and described as follows:

(See Attached Page 3)

The property address is commonly known as: _____

UNITARY OFFER: This is a unitary offer for the full compensation to all persons having an interest in the above described property. If more than one person has an interest in the property, they may agree how to divide the compensation among themselves or they can request that a court decide how to divide any payment among them. **This Offer will expire 90 days after the date of presentation.**

APPRAISAL: The offer is based on an inspection of your property and consideration of an independently prepared appraisal by a qualified competent professional appraiser and is not less than the approved fair market value of the property.

The estimated value of the avigation easement is an estimate of the reduction in the market value of the whole property as a result of granting the property rights described in the avigation easement. The covenants and agreement given in the avigation easement run with the land until the airport is abandoned and ceases to be used for airport purposes.

The SELLER and/or their attorney may review the appraisal at their request.

IMPROVEMENTS: This Good Faith Offer includes the following inventory of all buildings, fixtures, structures, trees, and other improvements: Applicable Non-Applicable

PRICE: The PURCHASER hereby offers the SELLER the sum of \$_____, and the SELLER agrees to deliver to the PURCHASER an avigation easement clear of encumbrances subject only to easements and restrictions of record.

ESCROW AGENT: The SELLER agrees that the _____ will act as escrow agent in closing this agreement, who will prepare all necessary documents and will pay for all incidental costs incurred in processing and recording the title documents.

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WITNESS:

PURCHASER (Airport Owner or Designated Agent):

Date: _____

The above Good Faith Offer is expressly understood and the terms and conditions are agreed to:

WITNESS(ES):

SELLER (Property Owner):

SELLER (Property Owner):

Date: _____

CONDEMNATION: If the SELLER does not accept the terms of this Good Faith Offer, or if the PURCHASER is unable to agree with the SELLER for the purchase of the property described herein, the PURCHASER may file a complaint for the acquisition of the property in the circuit court in the county in which the property is located in accordance with the provisions of the Uniform Condemnation Procedures Act, MCL 213.51 et seq. The complaint shall ask the court to ascertain and determine just compensation for the acquisition of the described property. If the SELLER's review of the appraisal leads them to conclude that the PURCHASER has not included or fully included items of compensable property or damage for which the SELLER intends to claim a right to just compensation, the SELLER must file written claim with the PURCHASER within 90 days after receipt of this Good Faith Offer or 60 days after any condemnation lawsuit is filed, whichever is later.

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Property Tax Code:

Parcel No.:

PROPERTY DESCRIPTION: