

**COUNTY OF MORRIS
FLOOD MITIGATION PROGRAM
Statement of Voluntary Participation
For Acquisition of Property for Open Space**

Not Interested

THIS AGREEMENT is made and entered into on [date] _____, by and between _____ hereinafter “Municipality”, and _____, hereinafter “Seller”.

The parties agree as follows:

Seller affirms that I/we own the property located at [full address], hereinafter “Property.”

1. Municipality has notified Seller that the municipality may wish to purchase the Property, and, if Seller agrees to sell, Seller must permanently relocate from the Property.
2. Municipality has identified that the tax assessed valuation of the Property as of [date of assessment] is \$ _____. If Seller proceeds, Municipality will conduct an appraisal of Property to determine reasonable, pre-flood market value. For details, please see Morris County Flood Mitigation Rules and Regulations, Section 6.13 – Appraisal Policy at: <http://www.morrisplanning.org/flood/FloodMitigationRegs.pdf>
3. The ‘date of value’ for all appraisals shall be **August 27, 2011 (pre-Hurricane Irene)**.
4. Improvements or additions to the property after the flood event (‘date of value’) shall not be included in the appraised value. The following improvements have been made:

_____ after the flood event dated **August 28, 2011 (post-Hurricane Irene)**
5. Municipality affirms that it has provided notification and explained the information described in the preceding paragraphs to the seller.
6. This Agreement shall expire within 3 years from the date of execution, unless Seller has voluntarily sold this Property to the Municipality previous to that date.
7. Municipality has notified the Seller **that neither the State nor the Local Government will use its eminent domain authority to acquire the Property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**

Property Owner Signature

Date

Property Owner Signature

Date

Municipal Official Signature

Date