

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
**Statement of Voluntary Participation for
Acquisition of Property for Purpose of Open Space
FEMA's Hazard Mitigation Assistance Programs**

THIS AGREEMENT is made and entered into this on *(date)* _____, by and between (name of Subgrantee) _____, hereinafter referred to as "Subgrantee," and (property owner) _____, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at *(legal address)* _____ hereinafter referred to as "property."
2. Subgrantee has notified Seller that the Subgrantee may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property as of *(date)* TBD is \$ TBD, as determined by appropriate valuation procedures implemented by Subgrantee and based on FEMA acquisition requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below *(e.g., Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance)*. Hazard Mitigation Grant Program
4. Subgrantee 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 purpose if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to the Subgrantee the transaction is voluntary and the Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above 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.
7. This Agreement shall expire on *(date of closing)* TBD, unless Seller has voluntarily sold Property to the Subgrantee by that date.

Property Owner Signature

Date

Property Owner Signature

Date

Subgrantee's Authorized Agent Signature

Date

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for Property Owners Voluntary Participation Statement is estimated to average 1 hour per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data and completing and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, and Paperwork Reduction Project (1660-0103). **Note: Do not send your completed form to this address.**

FEMA Model Statement of Assurances for Property Acquisition Projects

NOTE: If you have questions regarding any of these assurances, please consult the program guidance and contact the sponsoring agency.

Name of Project Sub-Applicant: _____

State: Vermont

As the duly authorized representative of the sub-applicant, I certify that the sub-applicant:

1. Will ensure that participation by property owners is voluntary. The prospective participants have been informed in writing that participation in the program is voluntary, that the Sub-applicant will not use its eminent domain authority to acquire their property for the project purposes should negotiations fail;
2. Will ensure each property owner will be informed, in writing, of what the Sub-applicant considers to be the fair market value of the property. The Sub-applicant will use the Model Statement of Voluntary Participation to document this and will provide a copy for each property after award;
3. Will ensure that each participating property owner certifies that they are a National of the United States or qualified alien before the property owner can receive pre-event value for the property pursuant to 44 CFR, Part 80.17(c)(4).
4. Will accept all of the requirements of the FEMA grant and the deed restriction governing the use of the land, as restricted in perpetuity to open-space uses. The Sub-applicant will apply and record a deed restriction on each property in accordance with the language in the FEMA Model Deed Restriction. The community will seek FEMA approval for any changes in language differing from the Model Deed Restriction.
5. Will ensure that the land will be unavailable for the construction of flood damage reduction levees and other incompatible purposes, and is not part of an intended, planned, or designated project area for which the land is to be acquired by a certain date;
6. Will demonstrate that it has consulted with the US Army Corps of Engineers regarding the subject land's potential future use for the construction of a levee system, and will reject future consideration of such use if it accepts FEMA assistance to convert the property to permanent open-space;
7. Will demonstrate that it has coordinated with its State Department of Transportation to ensure that no future, planned improvements or enhancements to the Federal aid systems are under consideration that will affect the subject property;
8. Will remove existing structures within 90 days of settlement;
9. Post grant award, will ensure that a property interested is conveyed only with the prior approval of the FEMA Regional Director and only to another public entity or to a qualified conservation organization pursuant to 26 CFR 1.170A-14;
10. Will submit every three years to the Grantee, who will then submit to the FEMA Regional Director, a report certifying that it has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant. If the subject property is not maintained according to the terms of the grant, the Grantee

and FEMA, its representatives, designated authorities, and assigns are responsible for taking measures to bring the property back into compliance; and

11. Will not seek or accept the provision of, after settlement, disaster assistance for any purpose from any Federal entity with respect to the property, and FEMA will not distribute flood insurance benefits for that property for claims related to damage occurring after the date of the property settlement.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified assurances and certifications.

Type Name of Authorized Agent Title

Signature

Date Signed

Last Modified: Friday, 20-Aug-2010 16:03:13 EDT