

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)* _____ is \$ _____, 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*). _____

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)* _____, 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.**