

Federal Emergency Management Agency

**STATEMENT OF VOLUNTARY PARTICIPATION FOR ACQUISITION OF
PEROPERTY FOR PURPOSE OF OPEN SPACE**

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form 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 data needed, and completing, and submitting the form. This collection of information is voluntary. You are not required to submit 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 20472-3100, and Paperwork Reduction Project (1660-0103). **NOTE: Do not send your completed form to this address.**

PRIVACY ACT STATEMENT

Authority: Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. § 5133 and 42 U.S.C. § 5170c; § 1366 of the National Flood Insurance Act, (NFIA) as amended, 42 § U.S.C. 4104c; § 1323 of the NFIA, 42 U.S.C. § 4030; and § 1361A of the NFIA, 42 U.S.C. § 4102a.

Purpose: The information is being collected for the purpose of formalizing the purchase offer valuation of a property subject to mitigation and to ensure that recipients of Hazard Mitigation Assistance funds for the acquisition and demolition of these properties understand that their participation is strictly voluntary.

Routine Uses: The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-009 - Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs System of Records System of Records Notice (79 Fed. Reg. 16,015, March 24, 2014), and upon written request, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent FEMA from being able to provide Hazard Mitigation Assistance for the acquisition and demolition of the structure for the purposes of mitigation. The signed voluntary participation statement will be forwarded to the State/applicant and the paper form will be contained in the grant application.

THIS AGREEMENT is made an 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 price 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 44CFR Part 80, and relevant program guidance 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 purposes 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 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