

FEMA MODEL DEED RESTRICTION
DUE NOW

In reference to the property or properties ("Property") conveyed by the Deed between _____ [property owner(s)] participating in the federally-assisted acquisition project ("the Grantor") and Town of Lyndon VT [the local government], ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, **Hazard Mitigation Grant Program ("HMGP")**, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, the State of Vermont has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement date **(this is the date of your FEMA award letter for the project)** with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

Whereas, the Property is located in Lyndon, VT [Village/City/County], and Town of Lyndon [Village/City/County] participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

Whereas, the Town of Lyndon [local government], acting by and through the Selectboard [local government] Board, has applied for and been awarded federal funds pursuant to an agreement with Vermont [State] dated TBD [date] ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program (HMGP) statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

- a. Compatible uses.** The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved,

unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
- b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on [date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. **Amendment.** This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. **Severability.** Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

*[Signed by Grantor(Property Owner) and Grantee (Town/Applicant),
witnesses and notarization in accordance with local law.]*

Grantor Name: _____

Grantor Signature: _____ Date: _____

Grantee Name: _____

Grantee Signature: _____ Date: _____

Grantee Name: _____

Grantee Signature: _____ Date: _____

Witness Name: _____

Witness Signature: _____ Date: _____

STATE OF VERMONT, COUNTY OF _____, SS.

On this _____ day of _____, 20____, personally appeared _____ to me known to be the person who executed the foregoing instrument, and he (she) there upon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Before me, _____
Notary Public

NOTARY SEAL:

Commission Expires: _____

DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
DECLARATION AND RELEASE

OMB. No. 1660-0002
Expires March 31, 2024

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 2 minutes 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 this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. 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, Paperwork Reduction Project (1660-0002)
NOTE: Do not send your completed form to this address.

PRIVACY ACT STATEMENT

AUTHORITY: FEMA collects, uses, maintains, retrieves, and disseminates the records within this system under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), Pub. L. No. 93-288, as amended (42 U.S.C. §§ 5121-5207); 6 U.S.C. §§ 776-77, 795; the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d), 7701(c)(1); the Government Performance and Results Act, Pub. L. No. 103-62, as amended; Reorganization Plan No. 3 of 1978; Executive Order 13411, "Improving Assistance for Disaster Victims," August 29, 2006; and Executive Order 12862 "Setting Customer Service Standards," September 11, 2003, as described in this notice.

PRINCIPAL PURPOSE(S): This information is being collected for the primary purpose of determining eligibility and administering financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality assurance purposes and used to assess FEMA's customer service to disaster assistance applicants. FEMA collects the social security number (SSN) to verify an applicant's identity and to prevent a duplication of benefits.

ROUTINE USE(S):

FEMA may share the personal information of U.S. citizens and lawful permanent residents contained in their disaster assistance files outside of FEMA as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended, including pursuant to routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files Notice of System of Records, 78 Fed. Reg. 25,282 (Apr. 30, 2013) and upon written request, by agreement or as required by law. FEMA may share the personal information of non-citizens, as described in the following Privacy Impact Assessments: DHS/FEMA/PIA-012(a) Disaster Assistance Improvement Plan (DAIP) (Nov. 16, 2012); DHS/FEMA/PIA-027 National Emergency Management Information System - Individual Assistance (NEMIS-IA) Web-based and Client-based Modules (June 29, 2012); DHS/FEMA/PIA-015 Quality Assurance Recording System (Aug. 15, 2014). FEMA may share your personal information with federal, state, tribal, local agencies and voluntary organizations to enable individuals to receive additional disaster assistance, to prevent duplicating your benefits, or for FEMA to recover disaster funds received erroneously, spent inappropriately, or through fraud.

CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION: The disclosure of information, including the SSN, on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- I am a citizen or non-citizen national of the United States.
- I am a qualified alien of the United States.
- I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

- * Only one application has been submitted for my household.
- * All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
- * I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Customs Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print)	SIGNATURE	DATE OF BIRTH	DATE SIGNED
INSPECTOR ID #	FEMA APPLICATION #	DISASTER # DR-4720	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE VT	ZIP CODE

PROPERTY OWNER QUESTIONNAIRE INCLUDING DUPLICATION OF BENEFITS

DUE NOW

This information is confidential

List <u>all</u> Owner Name(s)		
Telephone	Day:	Night:
Property Address		
Mailing Address <i>(if different than above)</i>		

NOTE: If you have changed your mind and no longer want to be considered for a buyout, please skip to the bottom, check the appropriate box and return this form to _____ (Town/Community). Please understand that there is no guarantee that funds will be available in the future for a floodplain buyout project.

INFORMATION ABOUT THE PROPERTY:

Number of bedrooms: _____ Number of people who live there: _____

Do you have a mortgage? ____ Yes ____ No If yes, monthly payment: \$ _____

How long have you owned this property? _____ (years, months)

Is this a rental property? ____ Yes ____ No If yes, please list tenant(s):

Tenant Name(s)

Tenant Phone Number

INFORMATION ABOUT INSURANCE:

Do you have flood insurance? _____ Yes _____ No

If yes, have you submitted a claim for damage to the building? _____ Yes _____ No

If yes, have you received the claim payment? _____ Yes _____ No

If yes, how much was the claim payment amount? \$ _____

Did your homeowner's insurance cover any of the damage? _____ Yes _____ No

INFORMATION ABOUT REPAIRS IMPORTANT: Keep all receipts for repairs!!

Describe any repairs you have made:

INFORMATION ABOUT OTHER DISASTER ASSISTANCE: IMPORTANT: Keep copies!!

Please indicate any other assistance that you have applied for or that you have received. If you have received assistance, please indicate the amount:

	<u>Applied</u>	<u>Received</u>	<u>Amount</u>
Disaster Housing Program Grant	_____	_____	\$ _____
Individual & Family Grant (IFG)	_____	_____	\$ _____
Emergency Minimization/Repair Grant	_____	_____	\$ _____
Small Business Admin (SBA) Loan	_____	_____	\$ _____
Other: _____	_____	_____	\$ _____

_____ I/we are no longer interested in being considered for a buyout.

Date

Print Owner's Name

Print Owner's Name

Signed

Signed

STATE OF VERMONT, COUNTY OF _____, SS.

On this _____ day of _____, 20____, personally appeared _____ to me known to be the person who executed the foregoing instrument, and he (she) there upon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Before me, _____
Notary Public

NOTARY SEAL:

Commission Expires: _____

ASSIGNMENT OF COVERAGE D
DUE NOW

INCREASED COST OF COMPLIANCE (ICC) COVERAGE
NATIONAL FLOOD INSURANCE PROGRAM

Date: _____

Name of Flood Insurance Policy Holder: _____

Flood Insurance Policy Number: _____

Name of Insurer: _____

Policy Term: _____

Address of Insured Structure: _____

Date of Loss: _____

Type of Mitigation Measure: _____

I, [Name of Policyholder], do hereby assign the portion of my claim arising under Coverage D, Increased Cost of Compliance of the above-referenced Standard Flood Insurance Policy, codified at 44 C.F.R. Part 61, Appendix A, necessary to cover the cost of demolition, elevation, relocation, or flood proofing of the insured property to [Name of Community]. [Name of Community] is authorized to collect this amount from the above-referenced insurer to cover the cost of one of these activities as part of an approved mitigation project assisted by the Federal Emergency Management Agency. In the event that this amount is less than \$ 30,000, I retain my right to make additional claims for the remainder for other eligible measures under Coverage D.

This assignment is subject to all the conditions of the policy. The contract of insurance remains between the original parties to the same with respect to all other provisions of the policy.

In witness, I have executed this assignment at _____, on _____.

Signature

STATE OF VERMONT, COUNTY OF _____, SS.

On this _____ day of _____, 20____, personally appeared _____ to me known to be the person who executed the foregoing instrument, and he (she) there upon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Before me, _____
Notary Public

NOTARY SEAL:

Commission Expires: _____

PRIVACY ACT RELEASE
DUE NOW

I/We, the undersigned, hereby grant my/our permission for the Town of Lyndon VT (Name of Community) to publish, through public notice, the location of my real property which is being considered for an acquisition mitigation project by Town of Lyndon VT (Name of Community).

This information will be used to notify the public that FEMA, HUD and the State are considering a mitigation action that may include my property under Section 404 of the Stafford Act, as amended, Flood Mitigation Assistance Program, and/or HUD programs.

Further, I/We do hereby grant FEMA and the State of Vermont permission to disclose flood insurance coverage and claim information, and information about disaster assistance payments received by me/us to officials of Town of Lyndon VT (Name of Community) for the purpose of aiding in their planning and decision-making regarding mitigation or assistance actions affecting my/our property. This information will be used for this purpose only and will not be made available to the public.

DATE

Printed Owner's Name

Printed Owner's Name

Signed Owner's Name

Signed Owner's Name

Property Address to be Mitigated

City/State/Zip Code

If Applicable:

Flood Insurance Policy Number: _____

Insurance Agent's Phone Number: _____

Insurance Provider/Company: _____

Insurance Company's Five Digit Company Code: _____

PERMISSION TO ENTER, APRISE, SURVEY AND INSPECT
DUE NOW

I/We, the undersigned, as Owner's of the property known as:

(Address of property under consideration)

Herby grant my/our permission for the Town of Lyndon VT (Name of Community) to enter upon and conduct such appraisals, investigations, inspections and inventories of the property as the Town of Lyndon VT (Name of Community) deems reasonable or necessary prior to closing. This permission does not bind me/us to sell the property.

The Town of Lyndon VT (Name of Community) agents, contractors or employees shall make reasonable attempts to contact me/us in advance at the telephone number(s) provided below if entry into property/structure is required. This permission shall include:

1. Authorization to conduct appraisal of the real property described below to determine the Pre-disaster Fair Market Value.
2. Authorization to enter onto the property to prepare a boundary survey, and to install marks and locations stakes, if deemed appropriate.
3. Authorization to enter onto the property and or structures to conduct a property inventory for the purpose of specifying the real property which the Town of Lyndon VT (Name of Community) will acquire and the personal property which must be removed by me/us prior to the closing date. I/We agree to present during this inspection and inventory, at a time to be scheduled by contacting me/us at the telephone number(s) below.

Printed Owner's Name	Printed Owner's Name	Date
Signed Owner's Name	Signed Owner's Name	Date
Telephone Number	Telephone Number	Date

STATE OF VERMONT, COUNTY OF _____, SS.

On this _____ day of _____, 20____, personally appeared _____ to me known to be the person who executed the foregoing instrument, and he (she) there upon duly acknowledged to me that he (she) executed the same to be his (her) free act and deed.

Before me, _____
Notary Public

NOTARY SEAL:

Commission Expires: _____

CONSENT TO DISCLOSE HOME ADDRESS

I give my consent, in accordance with the Privacy Act of 1974, 5 U.S.C. § 552a, to the Federal Emergency Management Agency ("FEMA") to publicly disclose my home address to meet FEMA's public notice, environmental assessment, and/or environmental impact statement requirements under the National Environmental Policy Act, National Historic Preservation Act, 44 C.F.R. pt. 9, and all other applicable federal environmental and historic preservation laws, regulations, and executive orders for the proposed Hazard Mitigation Assistance ("HMA") project involving my home. I also give my consent to FEMA to disclose my home address with other federal, state, tribal, and local agencies in order to complete the required environmental and historic preservation consultation and coordination concerning the HMA project.

Name:

Home Address:

Signed:

Date: