

**HOMEOWNER SIGNED DOCUMENTATION NEEDED
FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA
WITH FEMA GRANT FUNDS**

PROPERTY INFORMATION

Property Owner: _____

Street Address: _____

City: _____, State: _____, Zip Code: _____

~~Deed dated _____, Recorded _____~~

~~Tax map _____, Block _____, Parcel _____~~

Square Feet under roof _____, Base Flood Elevation _____ feet

BFE as shown in your elevation certificate from a surveyor or engineer.

Map Panel Number _____, effective date _____

HOMEOWNER CONTACT INFORMATION

Mailing Address: _____

Home Phone Number: _____

Cell Phone Number: _____

Email Address: _____

FLOOD INSURANCE INFORMATION

If applicable:

Flood Insurance Policy Number: _____

Insurance Agent's Phone Number: _____

Insurance Provider/Company: _____

Insurance Company's 5-digit Company Code: _____

STATEMENT OF VOLUNTARY PARTICIPATION

I/we the undersigned, as owners of the property described below, am/are voluntary participant(s) in the City of Denham Springs project to mitigate homes in the floodplain.

I/we understand that this Statement of Voluntary Participation does not bind me/ us to mitigate my/our property, and that I/we may withdraw from participation at any time by notifying the City of Denham Springs or its Agent.

I/we understand that there is no guarantee that funds will be available in the future to complete a mitigation project for my/ our property.

[Signature of Property Owner] [Date]

[Signature of Property Owner] [Date]

[Name of Property Owner]

PRIVACY ACT RELEASE FORM

I/We, the undersigned, hereby grant my/our permission for the City of Denham Springs to publish, through public notice, the location of my real property which is being considered for a mitigation project (acquisition, elevation, or mitigation reconstruction) by the City of Denham Springs.

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, the Hazard Mitigation Assistance Programs, and/or HUD programs.

Further, I/we, hereby grant FEMA and the State of Louisiana permission to disclose flood insurance coverage and claim information, and information about disaster assistance payments received by me/us, to officials of the City of Denham Springs for the purpose of aiding in their planning and decision-making regarding mitigation or assistance actions affecting my property. This information will be used for this purpose only and will not be made public.

[Signature of Property Owner] [Date]

[Signature of Property Owner] [Date]

[Name of Property Owner]

FUNDS COMMITMENT

This *Funds Commitment Letter* is voluntarily made and entered into by the property owner regarding the property located at the previously stated address.

Property Owner has applied to the City of Denham Springs in the State of Louisiana, and/or the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), and/or the Federal Emergency Management Agency (FEMA) for the following mitigation activity for the Property: **Elevation** or **Acquisition (CIRCLE ONE)**

Property Owner hereby agrees and acknowledges that for the elevation of his property he will be responsible for paying and providing proof of **up to 25%** in Non-Federal match dollars to the City of Denham Springs before additional funds from the City can be used for subsequent payments.

This Agreement does not replace, supersede, or add to any other funding responsibilities imposed by Federal, State, or local laws or regulations in force on the date of project award.

[Signature of Property Owner]

[Date]

[Signature of Property Owner]

[Date]

[Name of Property Owner]

**HOMEOWNER AFFIDAVIT
DUPLICATION OF BENEFITS**

1. I/We own real property at _____, and make this Affidavit in connection with the purchase, elevation, or pilot reconstruction (circle one) of that real property under the Federal Emergency Management Agency’s (FEMA’s) Flood Mitigation Assistance (FMA) Grant Program.
2. I/We have received the following structural repair assistance funds as the result of damages that occurred on _____(the most recent flood event).

Flood Insurance	\$	
Disaster Housing Program Grant	\$	
State Individual & Family Grant (IFG)	\$	
Hazard Minimization Grant	\$	
Small Business Administration (SBA) Loan	\$	
Increased Cost of Compliance (ICC)	\$	
Homeowner Insurance	\$	
Temporary Housing Assistance(minimal repairs)	\$	
Farmer’s Home Administration (FHA)	\$	
Volunteer Agencies	\$	
Cora Brown Fund	\$	
Road Home Program	\$	
Other	\$	
Total amount of Assistance Received	\$	

3. I/We have received no other Federal assistance funds for structural repair other than that set forth above.
4. I/We can produce receipts for structural repair in the total amount of \$_____. Attach receipts.

5. I/We understand that in accordance with 44 CFR 13.51, the closeout of a project does not affect FEMA's right to disallow costs and recover funds on the basis of a later audit or review.

[Signature of Property Owner]

[Date]

[Signature of Property Owner]

[Date]

[Name of Property Owner]

ACKNOWLEDGEMENT OF CONDITIONS

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/Parish Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
 - i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see City/Parish Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/Parish will legally record with the parish or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

“This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during

the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/Parish Ordinance.”

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties’ heirs, successors, personal representatives, and assignees.

[Signature of Property Owner] [Date]

[Signature of Property Owner] [Date]

[Name of Property Owner]