

Greater Portuguese Bend Landslide Voluntary Property Buyout Program Guidelines

Introduction

Many cities across California and the country have utilized buyout assistance programs for their residents to rebuild their lives and create new memories in safer places.

This Voluntary Property Buyout Program (Program) has been developed by the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES) in partnership with the City of Rancho Palos Verdes (City) to enable property owners impacted by the Greater Portuguese Bend Landslide Complex (Landslide) to relocate from the risk of imminent failure of land movement. Funding for this Program comes from FEMA through its Hazard Mitigation Grant Program (HMGP).

HMGP

Generally speaking, FEMA's HMGP is funded whenever a federal disaster is declared by the President. Funding that becomes available through the HMGP can be applied to any city in a state for which a federal disaster is declared and is not limited to the affected City.

FEMA is funding this Program in the amount of \$42 million to the City based on the Federally declared California disaster for the winter storms that occurred between January 31 and February 9, 2024. Additional future Program cycles may become available to affected residents depending on whether a federal declared disaster occurs in California. In other words, this Program **may not** be considered a one-time opportunity and **may be** available in the future.

How the Voluntary Property Buyout Program Works

This property acquisition program is just one of many programs being offered through FEMA's HMGP. In a Buyout Program, also known as an "acquisition" program, the city will work with residents, who are participating **voluntarily** and own an improved property with permitted residential structure(s) that has been damaged or is at imminent risk to be damaged by a natural hazard event. Through the Program, the City is able to buy property from affected individuals based on an appraisal of the fair market value at a predetermined date, acquire title, demolish the structure(s), and revert it to open space. By law, upon closing, the property would be owned by the City and must forever remain open space land. At closing, the property will be deed restricted

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as open space in perpetuity and cannot be redeveloped, except for limited allowable conservation/open space uses that are approved by FEMA Region 9. The City cannot sell it to private individuals or develop it in perpetuity.

FEMA **does not** buy houses directly from the property owners. This Program is a typical real estate transaction between a seller and buyer, with the City being the buyer. The Program is funded by FEMA who will pay 75% of all eligible expenses. For this Program, the remaining cost share of 25% must be borne by the seller (property owner) except for certain in-kind costs borne by the City.

The Program is administered by Cal OES and directly overseen by the City. Homeowners do not apply directly to FEMA or Cal OES for a buyout, as they are not considered disaster assistance, but rather a grant under the HMGP. Mitigation grants are complementary programs to the disaster assistance programs and have their own rules and regulations.

Based on applications received from each interested property owner, the City will identify properties where buyouts make the most sense based on, but not limited to, the scope of existing structural damage as determined by the City's Building Official through a property inspection, open space value, community needs, and FEMA program requirements.

Program Steps

1. Application Process

Property owners of interest with structures that are destroyed, damaged, or imminently at-risk must voluntarily fill out an application (attached) and submit it to the City no later than close of business (4:30 PM Pacific Time) **November 8, 2024** to be considered eligible within this first round of the Program offering.

2. Application Screening

The City and Cal OES will review all property applications received by the November 8, 2024 deadline to ensure that each property meets FEMA's eligibility requirements and will pass cost-effectiveness, environmental and historic preservation reviews, as summarized below:

- **Cost Effectiveness** - Cost-effectiveness is determined by FEMA's Benefit Cost Analysis (BCA) methodology and determined via FEMA's software toolkit. This is the hardest hurdle for most program applications to clear. Many sound proposals across the state do not meet this component and will then be removed from initial consideration.

- **Environmental and Historic Preservation** - The environmental and historic preservation (EHP) review process is intended to ensure all program applications align with and meet all the provisions of the National Environmental Preservation Act (NEPA), California Environmental Quality Act (CEQA), and program-specific reviews. This compliance assessment process can take several months to complete and the city to receive FEMA approval.

Both of the BCA and EHP review processes may take many applications out of initial consideration. These strict reviews limit the properties that can be considered in the Program.

3. Prioritization Criteria for Selecting Properties

The City along with Cal OES and FEMA must ensure that each application follows program rules/regulations and comply with BCA and EHP laws and guidance. Properties deemed eligible by FEMA for the Program will then proceed to the selection process.

Minimum eligibility includes:

- The property is not bank owned (mortgages do not constitute bank ownership for purposes of this Program). This Program does not apply to properties currently owned in title by a bank or other institutional financial institution through a foreclosure or other similar means;
- The property has not sold since December 1, 2022 (based upon Los Angeles County Tax and/or parcel records);
- The property must be improved with a legally permitted structure(s) based on records on file with the City's Building and Safety Division; and,
- Applicants must be the legal owners of the improved structures according to the Assessor's records and building permit records on file at the City's Building and Safety Division.

A property will be selected by the City to proceed with escrow based on the following prioritization order:

- Properties with a structure that has been red-tagged by the City's Building Official;
- Properties with a structure that has been yellow-tagged by the City's Building Official;
- Properties with structures that are in imminent jeopardy of becoming red- or yellow-tagged due to their close proximity to land movement elements (i.e.

fissures, grabens, sinkholes, etc.);

- Properties that have been de-energized indefinitely;
- Properties that may benefit the City's Landslide stabilization and winterization efforts as determined by the City's Public Works Director; and,
- Properties that contribute to the overall value of the adjacent Palos Verdes Nature Preserve as determined by the City's Recreation and Parks Director.

Property owners that are interested in the provisions of this program are encouraged to request a voluntary inspection by the City's Building Official no later than **5:30 p.m. on Monday, November 4, 2024.**

4. Property Owner Notification

The City will notify, in writing, property owners that they have been selecting to proceed with escrow.

5. Property Appraisals

The sale price offered to a resident is determined by an appraisal conducted by a licensed property appraiser. For most residents, you will be offered pre-incident fair market value based on December 1, 2022, before land movement accelerated due to the heavy precipitation associated with the atmospheric river storms.

A licensed appraiser hired by the City conducts these appraisals. Cal OES will hire a certified appraiser to review the methodologies used to calculate the value and prepare the appraisal report. If a resident would like to appeal this offer, they may hire their own licensed appraiser, out of pocket, to conduct an independent appraisal. This second appraisal will also be reviewed by the Cal OES review appraiser.

If there are mortgages or liens held against the property, the fair market value paid to the property owner will be decreased by this amount. In other words, all mortgage obligations or property liens will be retired first.

6. FEMA Project Approval

FEMA will notify Cal OES once all the submitted properties are deemed fully eligible and receive official approval. Once FEMA awards the grant funds for the buyout, Cal OES will work with the City on next steps. No construction or demolition activities may take place before FEMA approves the grant (excluding the City's Landslide stabilization and

winterization activities).

7. Release of Liability and Indemnification Agreement

Any property owner who accepts a buyout offer shall be required to sign a liability release and hold harmless/indemnification agreement. As a condition of acceptance, property owners must withdraw any claims for personal injury or property damage against the City in connection with the Landslide and in connection with all of the City's activities and efforts related to the Landslide, and dismiss any lawsuit against the City on the basis of same. A property owner must also release the City from liability from any and all past or future claims or other actions in law or equity for any personal injury or property damage based on any of the City's actions in connection with the Landslide, in perpetuity.

8. Closing

Once a homeowner accepts a buyout offer, the average closing takes about 45 days. The City will conduct the purchase and title transfer.

9. Property Transition

Upon closing escrow, all property structures and improvements will be required to be demolished and the lot cleared for open space. Each parcel may be required to be regraded and restored so that it does not create a safety issue to the public.

Eligible Costs

If a property owner voluntarily chooses to participate in this Program, FEMA's grant funding will pay 75% of the total fair market value as established on December 1, 2022, the total fair market value will include the following:

- a. Property value as established by licensed real-estate appraiser
- b. Appraisals costs
- c. Title search costs
- d. Lot survey costs, if necessary
- e. Real estate transaction fees
- f. Closing costs
- g. Demolition costs
- h. Environmental/hazardous waste remediation (lead-based paint, asbestos, etc.) costs
- i. Site restoration (grading, seeding) costs

Like any other real estate sale, property owners will be responsible for the moving costs and other costs associated with renting or buying new property. Since property acquisition relies on voluntary participation, the government does not pay any relocation costs. However, there are exceptions for any tenant who is displaced by an owner's decision to sell.

Voluntary Participation

This Program is strictly voluntary. Homeowners are not being forced to relinquish their property and the City will not use eminent domain to acquire a property.

Voluntary Withdrawal

Property owners who have been selected to proceed with the purchase of their property may withdrawal at any time prior to closing. Once closing occurs, the real estate transaction is complete and final.

Landslide Stabilization and Winterization

This Program is not intended to replace or suspend City efforts to stabilize the Landslide and implement winterization measures and activities. With or without participation in this Program, the City is committed to continuing with its stabilization and winterization activities and efforts.

Timeline and Expectations

Despite efforts to compensate you fairly, property acquisition may not make you "whole" again, but it is often the best option for people who do not want to accept a certain level of risk in their day-to-day life and are at imminent risk of losing their home.

Moreover, the process can be lengthy. Applying for funds, waiting for FEMA approval, transferring funds, conducting appraisals and closings, etc., take time. Even the easiest real estate transactions take months to complete under ideal circumstances. Adding Federal and State government processes may slow down the transaction; however, the amount of funding offered through this option is typically the highest property values available for residents living in hazard prone areas.

Duplication of Benefits

Because federal funds are used to acquire property, FEMA cannot duplicate the benefits paid by one program with benefits from another source. This means that FEMA will require the City to subtract from the purchase price the amount of other assistance the individual property owner might receive for the same purpose. This assistance includes grants that are available to

individuals or insurance payouts. The \$10,000 assistance payment through the Social Program provided by Supervisor Hahn to eligible residents in the area does NOT count as a federal duplication of benefit.

If the property owner received any insurance payouts to repair their home, they must show they used that funding to make the repairs before the closing, or else the fair market value will be lowered by this amount. In other words, if your structure was damaged, you cannot receive an insurance payout to repair the structure and a full pre-event fair market value at closing.

Non-Federal Cost Share (aka the "Match Contribution")

FEMA only provides 75% of the funding in the HMGP. To meet cost-sharing requirements for this FEMA grant program, property owners will contribute approximately the remaining 25% contribution for their property through an additional reduction of their fair market value payment. An amount will be reduced from the payment at closing and held in escrow to cover the balance of the remaining activities (e.g. demolition and site restoration). The property owner will receive any additional balance upon completion of site restoration during closeout.

Who to Contact with Questions

Inquiries on the Program should be emailed to landmovement@rpvca.gov.

Conclusion

This handout is intended to ensure affected property owners get all the information they need about the Buyout Program so they can make an informed decision.

Greater Portuguese Bend Landslide Voluntary Property Buyout Program Application

GENERAL INFORMATION:

1. Property Owner Name(s) (as shown on title): _____
2. Property Address: _____
3. Property Latitude and Longitude: _____
4. Mailing Address (if different than above): _____
5. Phone Number: _____ 6. Email Address: _____

PROPERTY INFORMATION:

7. Starting Date of Property Ownership: _____ 8. Year built: _____
9. Square footage: _____ 10. Lot size: _____
11. Foundation type (slab on grade, basement, etc.) _____
12. Describe Existing Property Improvements: _____

13. Are there any existing outbuildings or accessory dwelling units? If yes, describe each structure and list its square footage and foundation type:

14. Is the property owner occupied or rented? owner-occupied rented both
If rented, list the number of occupants: _____

15. Has your property been recently inspected by the City's Building Official? yes no
If yes, has your property officially or visually been declared: red-tagged yellow-tagged

16. What is the estimated value of your property, as of December 1, 2022? (You may reference real estate websites such as Red Fin or Zillow) \$ _____

17. Are you willing to sign a hold harmless/indemnification agreement with the City of Rancho Palos Verdes, if selected to participate in this Program and proceed with escrow? yes no

18. Are you willing to contribute 25% towards the acquisition cost of your property?
 yes no

As part of this application, you must complete the following forms:

Attachment 1: FEMA Declaration and Release form

Attachment 2: Statement of voluntary interest

Attachment 3: FEMA Model Deed Restriction

I/We authorize the City to proceed with this application:

Name(s)

Signature(s) - *(By typing my name above, I acknowledge that this constitutes my electronic signature.)*

Date signed

Property owners of interest with structures that are destroyed, damaged, or imminently at-risk must voluntarily fill out this application and submit it to the City no later than close of business (4:30 PM Pacific Time) November 8, 2024 to be considered eligible within this first round of the Program offering. Complete this form and email it to landmovement@rpvca.gov, or print and return it to City Hall at 30940 Hawthorne Boulevard in Rancho Palos Verdes.

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 Plain (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 #	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE

Notice of Voluntary Interest

City of Rancho Palos Verdes
Greater Portuguese Bend Landslide
Voluntary Property Buyout Program
Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your landslide-related losses. **Signing this does not commit you to any action.**

Property Address:

Owner(s) Mailing Address:

Owner(s) Name(s):

Contact Telephone Number:

The local government is required by FEMA to inform you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.

Owners Signature

Date

Owners Signature

Date

Owners Signature

Date

FEMA Model Deed Restriction

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A (or equivalent name). Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between _____ (property owner) participating in the federally-assisted acquisition project ("the Grantor") and the City of Rancho Palos Verdes ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

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, including the acquisition and relocation of structures in the floodplain;

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 pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the Repetitive Flood Claims program, as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of RFC funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the Severe Repetitive Loss Pilot Program, as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994; Public Law 103-325, and the Bunning-Bereuter-

Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program;

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 has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in the City of Rancho Palos Verdes, and the City of Rancho Palos Verdes participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Rancho Palos Verdes, acting by and through the Rancho Palos Verdes City Council, has applied for and been awarded federal funds pursuant to an agreement with the State of California ("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 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 restroom; 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(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Last Updated:

07/27/2012 - 15:23