Statement of Voluntary Participation
Acquisition of Property for Purpose of Open Space
Flood Resilient Communities Fund

THIS AGREEMENT is made and entered into this on (date) , by and between (name of applicant) , hereinafter referred to as "Applicant," 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. Applicant has notified Seller that the Applicant may wish to purchase the referenced property, and, if Seller agrees to sell, Seller must permanently relocate from property.

3. Applicant has notified Seller that if the Seller agrees to sell the property to the Applicant the transaction is voluntary.

4. Applicant 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. Applicant affirms that the property will be required to be maintained as green open space in perpetuity. Applicant will accept responsibility, at its own expense if necessary, for the routine maintenance of the property – such responsibilities as keeping vacant land clear of debris, garbage, and vermin. If an entity other than the Applicant will hold the title and maintenance responsibility for the property, the State has been notified via the Flood Resilient Communities Application Form.

_____	_____
Property Owner Signature	Date
_____	_____
Property Owner Signature	Date
_____	_____
Applicant's Authorized Agent Signature	Date