

**STATEMENT OF VOLUNTARY TRANSACTION  
FOR PROPERTY ACQUISITION PROJECTS  
IN THE STATE OF IOWA**

THIS AGREEMENT is made and entered into this [redacted] day of [redacted], 20\_\_\_\_.

by and between [redacted], hereinafter referred to as "Sub-grantee," by its

authorized agent, [redacted], and [redacted], hereinafter

referred to as "Seller." The parties agree as follows:

- 1 Seller affirms that he/she/they is/are the owner/owners of property located at -  
[redacted] [redacted] [redacted] [redacted]  
*Street Address City State Zip*  
hereinafter referred to as "property."
- 2 Sub-grantee has notified Seller that the Sub-grantee may wish to purchase property, and, if Seller agrees to sell, Seller must permanently relocate from property.
- 3 Sub-grantee has identified that the purchase offer valuation of the property will be equivalent to the market value of the property as determined by a USPAP appraisal. The appraisal will be completed by the Sub-grantee in accordance with the requirements provided in 44 C.F.R. Part 80, and relevant program guidance as documented below (e.g., Building Resilient Infrastructure and Communities, Hazard Mitigation Grant Program, Flood Mitigation Assistance).
- 4 Sub-grantee has notified Seller that Seller is not required to sell property and neither Grantee nor Sub-grantee will use its power of eminent domain for the purpose of this acquisition project to acquire property if Seller chooses not to sell it.
- 5 Sub-grantee has notified Seller that if Seller agrees to sell property to Sub-grantee, such a transaction is voluntary. Consequently, 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 Seller affirms their understanding that grant funds may not duplicate benefits received by or available to project participants from insurance, other assistance programs, legal awards, or any source to address the same purpose. Sellers shall notify the Sub-grantee of all benefits that it received, anticipates receiving, or has available from other sources for the same purpose. Seller understands that the amount of the acquisition offer will be reduced by the amount available for the same purpose from another source.
- 7 This agreement shall expire on the date of closing at which time ownership of the property has been transferred from the Seller to the Sub-grantee, unless otherwise specified by the Sub-grantee below.  
Expiration date: \_\_\_\_\_
- 8 Sub-grantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs, and property identified above is not a 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.
- 9 Seller understands that to receive pre flood fair market value for the property, seller must be a citizen, non-citizen national or qualified alien of the United States. **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 not a citizen, non citizen national or qualified alien of the United States.

[redacted] Signature of Property Owner	[redacted] Date
[redacted] Signature of Property Owner	[redacted] Date
[redacted] Signature of Authorized Representative	[redacted] Date