



State of Louisiana

Division of Administration

Office of Community Development - Disaster Recovery Unit

Date

Applicant Name
Mailing Address
City, State, Zip

Re: Address of Damaged Residence

Road Home Applicant No. _____

Dear :

The State of Louisiana is pleased to announce that funds are now available to assist you with the cost of elevating your home. Funds are available from two sources, both of which are described in this letter.

Road Home Elevation Incentives

Road Home Elevation Incentives are available to eligible *Road Home* applicants who selected Option 1 and whose homes are located in areas where FEMA has issued Advisory Base Flood Elevation (ABFE) maps. If you have questions about the Road Home Elevation Incentive please call your PAL or if you do not have a PAL, call 1-877-234-1513 (Road Home Elevation Technical Assistance Hot Line). TTY users call 711 relay or 1-800-846-5277.

State Hazard Mitigation Grant Program Elevation Awards (HMGP Awards)

HMGP Awards will be available later this year from the State to eligible *Road Home* applicants who selected Option 1. By completing and submitting the HMGP *Statement of Voluntary Participation Agreement* (VPA), you will have applied for this program. In addition to submitting the VPA and being *Road Home* eligible you must also meet HMGP rules to qualify for an award.

Some things to keep in mind if you are interested in receiving an HMGP Award in addition to the *Road Home* Elevation Incentive:

- The amount of the HMGP award along with *Road Home* Elevation Incentives cannot exceed the actual cost of elevation.
- Homeowners who started or completed elevation on or before March 16th 2008 are eligible for the HMGP Award.
- Homeowners who have not started construction by March 16, 2008 are eligible for the HMGP Award, but must wait to receive formal approval from the State's HMGP Award program before beginning construction.

Note: If you start construction after March 16th without formal approval from the State's HMGP Award program you will NOT be eligible for an HMGP Award. Formal approval will come in a letter from the State that will allow you to begin construction on your project.

If you have questions about the HMGP Awards call 877-234-1513 (*Road Home* Elevation Technical Assistance Hot Line). TTY users call 711 relay or 1-800-846-5277.

Actions You Need to Take

Please read the information about both grant programs included with this letter, consider the costs and benefits of elevating your home, and determine if you wish to elevate your home. You must return the attached ***Road Home Elevation Election Form*** and **HMGP Award forms within two weeks** so we know if you want to receive either or both awards. If we do not receive the requested correspondence from you by the end of May, you may be considered ineligible for either elevation program.

Road Home Applicant No.: _____

HMGP AWARD FORM

Complete and return this form by mail to:

Elevation Programs

PO Box 5098

Baton Rouge, LA 70821-5098

SECTION 1: ELEVATION ELECTION (check one)

- I have sold the home that was damaged during the storm and therefore will not be participating in the HMGP Award Program.
- I am **not** interested in receiving an HMGP Award

IF YOU CHECKED EITHER OF THE ABOVE: STOP, SIGN BELOW AND RETURN THIS FORM, OTHERWISE CONTINUE.

Applicant or Co-applicant Name

Applicant or Co-Applicant signature

Date

Home Phone: (____) _____

Cell Phone: (____) _____

Are you signing as an agent with the Power of Attorney for an applicant?

YES NO

If signing as agent with Power of Attorney (POA):

Agent name (person w/ POA)

Agent signature

Date

- I AM INTERESTED IN RECEIVING A HMGP AWARD. IF YOU CHECK THE BOX, YOU NEED TO COMPLETE SECTION 2 & 3**

SECTION 2: Complete this section **only** if you are interested in receiving an HMGP Award

1. The status of elevation work to my home is: *(Select the one answer that most closely fits your situation)*

- As of March 16, 2008, I have completed or will have completed elevation of my home to meet the latest elevation standards in my community.
- As of March 16, 2008, I will have started, but not completed, elevation of my home to meet the latest elevation standards in my community.
- I do not plan to start elevation of my home to meet the latest elevation standards in my community before March 16th. I expect to start by _____.

2. My home to be elevated was initially constructed: **(mark all that apply)**

- During or before 1964 My damaged home from the time of the storm has been demolished or cleared.
- After 1964 Don't know

SECTION 3: Complete this section **only** if you are interested in receiving an HMGP Award

Voluntary Participation Agreement

Statement of Compliance

This Agreement of Voluntary Participation is made on _____ (date). I/we are the owner of the following property, eligible for *Road Home* assistance and damaged by Hurricane Katrina and/or Rita at the following municipal address:

(the "Property").

Street

City

Parish

ZIP

We currently plan to participate in the HMGP Award program. I/we understand that the elevation of this Property with an HMGP Award is voluntary in nature; that I/we are under no obligation to participate; and that I/we may drop out of the program at any time before receiving an award. I/we understand that once the home is elevated that I/we must secure and maintain a flood insurance policy.

Applicant or Co-Applicant Name

Applicant or Co-Applicant signature

Date

Are you signing as an agent with the Power of Attorney for an applicant?

YES NO

If signing as agent with Power of Attorney (POA):

Agent name (person w/ POA)

Agent signature

Date

SAMPLE

SAMPLE

ELEVATION PROGRAMS

FACT SHEETS

FACT SHEET: ROAD HOME ELEVATION INCENTIVE

ELIGIBILITY

You are eligible for a *Road Home* Elevation Incentive if **ALL** of the following are true:

- You are eligible for *Road Home* Program benefits
- You still own the home that was eligible for *Road Home* benefits
- Your home is located in a floodplain based on the Advisory Base Flood Elevation or Base Flood Elevation maps
- You have not already received the maximum \$150,000 *Road Home* assistance
- You have elected Option 1 – Keep your home
- You have settled all disputes or appeals pending with the *Road Home* so that an Elevation Incentive can be accurately calculated
- You own a single family home or mobile home. Town homes and duplexes sharing a common roof and /or foundation are eligible if owners of adjacent properties agree in writing to elevate.

INELIGIBLE PROPERTIES

- Condominiums
- Homes not in the Advisory Base Flood Elevation or Base Flood Elevation area
- Duplexes and town homes that share common roof and/or foundation where owners of adjacent homes cannot agree in writing to elevate
- Applicants who received *Road Home* funds under Option 2 or 3

AWARD AMOUNTS

The *Road Home* Incentive is provided to promote elevation of your home. The amount of the Elevation Incentive you qualify for is a fixed amount, not to exceed the Road Home cap of \$150,000. The fixed amount depends on the type of structure you own.

- Site Built Home (including modular construction): \$30,000
- Mobile Home \$20,000

NOTE: If you received funds that are considered by the Federal government to be a duplication of benefits those funds may be subtracted from the amounts you receive.

CONDITIONS

In the *Road Home* covenants signed when you receive a *Road Home* Compensation Grant, you agree that all repairs and/or rebuilding will conform to the most recent building codes and elevation standards adopted and required by your local governmental authority.

If you choose to accept the *Road Home* Elevation Incentive you must also sign an *Elevation Incentive Agreement*. The *Elevation Incentive Agreement* is different than the covenant because it does not run with the property. It obligates you that within three years of the date of the *Elevation Incentive Agreement*, the home on your property must meet or exceed the applicable Advisory Base Flood Elevation (ABFE) established by FEMA, or the Base Flood Elevation (BFE) levels if the ABFE has been adopted by the local government. **The agreement clearly states that funds must be repaid to *The Road Home* if you do not meet your obligations.**

A copy of the *Elevation Incentive Agreement* is provided in Attachment 1 so that you can review what you will be required to sign if you accept the Elevation Incentive. **Do not sign the Elevation Incentive Agreement at this time.**

PROCESS

If you indicate that you are interested in receiving the Elevation Incentive, *The Road Home* will send another letter which will include the exact amount of your award and a copy of the *Elevation Incentive Agreement* to be signed and returned. If you have already received a *Road Home* Compensation Grant and signed the *Road Home* covenant agreements, the funds will be sent to you by check. If you have not yet received a *Road Home* Compensation Grant and therefore not signed the covenant agreement, we will schedule an appointment for you to receive your funds at the offices of our closing agent when your application is ready for closing.

Road Home ID No.: _____

ATTACHMENT 1
STATE OF LOUISIANA DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT (OCD)
ROAD HOME ELEVATION INCENTIVE AGREEMENT

HOMEOWNER INFORMATION

1. HOMEOWNER:	2. CO-HOMEOWNER:
a. Name: Homeowner ONE	a. Name: Homeowner TWO
b. Damaged Property Address (the "Property"): 123 Anywhere Street New Orleans, Louisiana 70000	b. Damaged Property Address (the "Property"): 123 Anywhere Street New Orleans, Louisiana 70000
c. Mailing Address (if different from Physical Address): 123 Anywhere Street New Orleans, LA 70000	c. Mailing Address (if different from Physical Address): 123 Anywhere Street New Orleans, LA 70000
d. Phone Number:	d. Phone Number:
e. Email Address:	e. Email Address:
f. Social Security Number:	f. Social Security Number:
g. Governmental Issued Identification Number:	g. Governmental Issued Identification Number:

3. PURPOSE AND SOURCE OF FUNDS: Funding for this Grant comes from the Community Development Block Grant (CDBG) program administered through the U.S. Department of Housing and Urban Development. CDBG funds have been allocated to the State of Louisiana's office on Community Development and are being provided to eligible residents of the State through *The Road Home* program. The purpose of this Elevation Incentive is to compensate the Homeowner for damage to the home caused by Hurricanes Katrina in August of 2005 and/or Rita in September 2005 and the diminishment of equity resulting from the need to elevate the home. The funds made available through this Agreement provide an incentive to the Homeowner to elevate the home to a level that meets or exceeds the Advisory Base Flood Elevations (ABFE's) or Base Flood Elevation levels (BFEs) established by the Federal Emergency Management Agency as of the date of this Elevation Incentive Agreement.

4. ELEVATION INCENTIVE AGREEMENT CONDITIONS: By accepting this Agreement I agree that:

a. Flood Elevation Compliance: Within three years of the date of this Elevation Incentive Agreement, the home on the above Property must meet or exceed the applicable Advisory Base Flood Elevation (ABFE) established by FEMA (or the Base Flood Elevation (BFE) levels if the ABFE has been adopted by the local government). By accepting the Elevation Incentive, I understand that the home elevation level must meet the BFE even if the governmental jurisdiction which adopted the BFE ***is not requiring elevation*** of the home.

b. Covenant as to Compliance with Building Codes/Manufactured Housing: (i) ***Repair.*** If the existing structure located on the Property was not destroyed by Hurricane Katrina and/or Rita and has been fully or partially repaired as of the Effective Date, the completed repairs shall conform to the minimal building codes in effect at the time of repair in effect in the applicable governmental authority having jurisdiction over the Property. Any further repairs commenced on or after the Effective Date shall conform to the minimum standards set by the 2003 International Residential Building Code, as modified, amended or replaced from time to time and in effect at the time of the repair. (ii) ***Rebuilding.*** If a structure on the Property was destroyed by Hurricane Katrina and/or Rita or if there is hereafter a tearing down or destruction of a structure located on the Property, any rebuilding of a new structure shall conform to the minimum standards set by the

2003 International Residential Building Code, as modified, amended or replaced from time to time and in effect at the time of the repair. (iii) **Manufactured Housing.** If housing hereafter placed on the Property shall be manufactured housing, such housing shall comply with the Federal Manufactured Housing Code required by HUD at the time of placement of the housing on the Property.

- c. Obligation to Return Elevation Incentive for Failure to Comply:** If the home on the Property does not meet or exceed the applicable ABFEs or BFEs by three years from the date of this Elevation Incentive Agreement, the entire amount of my elevation award must be repaid to the State of Louisiana.
- d. Ownership/Transfer of Property:** I certify that as of the date of this Elevation Incentive Agreement I am an owner of the Property. If my ownership interest in the Property is transferred within three years of the date of this agreement and the home elevation level does not meet the applicable ABFEs or BFEs as of the date of the transfer, the document or other instrument transferring the home must expressly obligate the transferee to assume the obligation of this Elevation Incentive Agreement as if the transferee was party to this Elevation Incentive Agreement. If I do not comply with this provision, the entire amount of my elevation award must be repaid by me to the State of Louisiana.
- e. Final Disbursement of Road Home Funds/Waiver of Second Disbursements:** I acknowledge that this is my FINAL disbursement of *Road Home* funds, whether as incentive for me to elevate my home or as a Compensation Grant for damage to my home.
- f. Non-appealability of Elevation Incentive:** I understand that the amount of the Elevation Incentive as determined by OCD through its agent is a final non-appealable determination of my Elevation Incentive award. I also acknowledge that all resolutions and appeals regarding my Road Home Compensation have been concluded.
- g. Effect on Road Home Compensation Grant Obligations:** This Elevation Incentive Agreement does not waive, amend or alter any of my obligations under the Road Home program pursuant to the documents executed by me in connection with either my application for or receipt of the Road Home Compensation Grant.
- h. Obligation to Return Overpayments:** I acknowledge that if the Elevation Incentive that I receive today under this Elevation Incentive Agreement is determined by OCD or its agent to be an overpayment, I must refund the overpayment to the State of Louisiana Office of Community Development. Under penalty of perjury and penalty of violation of Federal and State laws applicable to my Road Home Elevation Incentive, I swear that the information submitted to the Road Home Program is true and correct. I understand and agree that the Louisiana Office of Community Development (OCD) and its agents can continue to verify the information submitted by me and on my behalf. I have a continuing obligation to provide information requested by OCD and its agents to verify the information. If OCD or its agents determine that the information used to calculate my award was incorrect, I can be required to return all or a portion of the award.

5. DISBURSEMENT OF FUNDS: The proceeds of the Elevation Incentive will be disbursed in one lump sum directly to the Homeowner(s) by check.

6. PROHIBITION AGAINST DUPLICATION OF BENEFITS: I acknowledge if I have received or hereafter receive funds for elevation of my home from other state or federal sources, from insurance companies, or from any other source, I can be required to repay the Elevation Incentive provided through this Elevation Incentive Agreement if OCD determines in its sole discretion that the amounts paid hereunder constitutes a duplication of benefits with those other funds.

7. SEVERABILITY/CONSTRUCTION: This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana. Any provision of this Agreement found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof, or any of the other Agreement contained herein. This Agreement, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. Time is of the Essence. The Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein.

8. ENFORCEMENT OF AGREEMENT: This Agreement shall be enforceable, at law or in equity, by the State of Louisiana or the United States of America. I agree that OCD shall be entitled to recover reasonable attorney's fees and other costs, in the event OCD institutes legal action against me for enforcement of this Agreement. If there is more than one Homeowner on this Agreement, the Homeowners shall be solidarily liable for all obligations of this Agreement.

9. LIABILITY: Homeowner(s) agree not to hold the State of Louisiana, United States or any other branch or agency of the state or federal government liable for their acts relating to this award. If Homeowner(s) attempt to take legal action against the State of Louisiana, the United States or any other branch or agency of the state or federal government, such entity will have the right to recover from Homeowner(s) the attorneys' fees and other expenses incurred in connection with such action in the event of adverse judgment against Homeowner(s).

10. FRAUD ACKNOWLEDGEMENT: Homeowner(s) asserts, certifies and reaffirms that all information on the application, documents provided and this Elevation Incentive Agreement are true to the best of my (our) knowledge and Homeowner(s) acknowledges that such have been relied on by OCD to provide disaster assistance. Homeowner(s) certifies that all damages claimed in connection with Homeowner(s) application for proceeds were a direct result of the declared disaster, and that Homeowner(s) have disclosed to OCD all insurance proceeds and other funds received from governmental agencies as compensation for damages as a result of the declared disaster in the application process. Homeowner(s) acknowledge that Homeowner(s) may be prosecuted by Federal, State and/or local authorities in the event that Homeowner(s) make or file false, misleading and/or incomplete statements and/or documents. Homeowner(s) agree to repay the award in the event Homeowner(s) make or file false, misleading and/or incomplete statements and/or documents. Homeowner(s) acknowledges notice of the danger of fraud and scams perpetrated by unscrupulous individuals, contractors and businesses and that the State has provided an Office of Fraud to address such issues.

SIGNATURES

HOMEOWNER:

Name: Homeowner ONE

Signature: _____

Are you agent with Power of Attorney? Yes No

CO-HOMEOWNER

Name: Homeowner TWO

Signature: _____

Are you agent with Power of Attorney? Yes No

I prefer my Road Home Elevation Incentive sent to:

First Name

Last Name

Street

City

State

ZIP

FACT SHEET – STATE HMGP AWARD

The State HMGP Award provides up to \$30,000 (based on actual construction costs rather than a fixed amount) to FEMA eligible homeowners to elevate their homes to meet the local Base Flood Elevation or Advisory Base Flood Elevation. Homeowner eligibility is determined by FEMA based on HMGP regulations.

ELIGIBILITY

You must meet the following minimum criteria in order to be considered for the State HMGP Award. FEMA will further determine eligibility.

- You are an eligible applicant of the *Road Home* program
- You selected *Road Home* Option 1 – Keep your home
- You still own the home that was eligible for *Road Home* benefits
- Your home is located in a floodplain based on the Advisory Base Flood Elevation or Base Flood Elevation maps
- You agree to meet all HMGP regulations as determined by FEMA and all the conditions listed in Attachment II, State HMGP Elevation Award Covenant Rider.

Ineligible properties include, but are not limited to:

- Condominiums
- Homes not in the Advisory Base Flood Elevation or Base Flood Elevation area
- Duplexes and town homes that share common roof and/or foundation where owners of adjacent homes cannot agree in writing to elevate
- Applicants who received *Road Home* funds under Option 2 or 3

CONSTRUCTION TIMELINES

- Homeowners who started or completed elevation on or before March 16, 2008 are eligible for the HMGP Award.
- Homeowners who have not started construction by March 16, 2008 are eligible for the HMGP Award, but must wait to receive formal approval from the State's HMGP Award program before beginning construction.

AWARD AMOUNTS

The HMGP Award is a reimbursement program. Eligible applicants may receive up to \$30,000 based on documentation of actual total construction costs. Your *Road Home* Elevation incentive and the State HMGP Elevation Award combined cannot exceed actual total cost of elevation.

NOTE: If you received funds that are considered by the Federal government to be a duplication of benefits those funds may be subtracted from the amount you receive.

CONDITIONS

If you choose to receive an HMGP Award, you must also sign a rider (a modification) to your *Road Home* covenant. See Attachment II for a draft of this document. **Do not sign the HMGP Award Covenant at this time.**

PROCESS

Once the specific details of the HMGP Award program are finalized, you will receive further information and instructions by mail. However, if you are interested in applying to this program, you must complete and return **both** the attached *Elevation Election Form* and *HMGP Statement of Voluntary Participation Agreement (VPA)* that are enclosed with this mailing. These forms must be returned within two weeks so we know if you want to receive either or both awards. If we do not receive the requested correspondence from you by the end of May, you may be considered ineligible for this program.

ATTACHMENT II
State HMGP Elevation Award Covenant Rider

The undersigned Owner has been awarded a grant ("HMGP Grant") from the United States of America under the Department of Homeland Security Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program ("HMGP") known as the Road Home Elevation Grant Program, under a grant agreement executed by the Owner. The State HMGP Elevation Grant, managed and administered by the State of Louisiana, Department of Administration, Office of Community Development ("OCD"). The HMGP Grant is awarded in supplement to any grant which may have been issued by OCD through the Road Home Program through funding provided by the United States Department of Housing and Urban Development.

The provisions of this Rider are agreements made in consideration of the award of the HMGP Grant and are incorporated into, form a part of, and modify The Road Home Declaration of Covenants Running with the Land, Hurricane Katrina/Hurricane Rita, dated _____, 200____ ("Covenants"), in the following respects:

1. Covenant to complete construction: The Owner hereby represents and agrees to execute and complete the elevation activities funded under this agreement in a timely fashion sufficient to satisfy the requirement under Section 2(a) of the Covenants that the owner re-occupy the property within thirty-six (36) months from the effective date of the Covenants.

2. Covenants as to Compliance with Building Codes, Elevation Standards, Building Permits, Contractors, Lien Waivers and Performance Bonds: In addition to the requirements of Section 3(b) of the Covenants, Owner agrees that:

a. All elevation and other mitigation measures funded through the HMGP Grant provided through this Rider shall be in conformance with State of Louisiana and Local Parish Mitigation Plans, as provided by *44 CFR*, Part 201. Property elevation shall meet or exceed the Base Flood elevation (BFE) or Advisory Base Flood Elevation (ABFE), whichever is higher, and set forth by FEMA. The Owner shall provide a copy of the *Elevation Certificate* for the Property issued by the applicable governing authority. The elevation certificate must be completed by an authorized engineer, architect, land surveyor or community official on the basis of the Flood Insurance Rate Map (FIRM) at the time of certification. Any additional mitigation repairs or replacements to any dwelling on the Property shall conform to the minimum standards set by the 2003 International Residential Building Code, as modified, amended, or replaced from time to time.

b. Required building permits shall be secured by the licensed contractor executing the elevation activity, and the Owner shall not secure a Homeowner/Builder Affidavit for exemption from the licensing requirement on behalf of the Contractor. The Owner will provide OCD with copies of applicable Building Permits or other municipality documents as requested. The Owner will provide OCD with a copy of the Certificate of Occupancy upon completion of construction and prior to habitating the Property.

c. The Owner also hereby acknowledges and agrees to comply with the document submittal requirements set forth in the OCD and FEMA approved Road Home Elevation Grant Program.

d. Owner shall comply with the Louisiana Home Improvement Registration Act calls for the registering of all contractors who bid on and/or perform home improvement work on dwellings valued at or above \$50,000, and/or construction valued at or above \$7,500 with the State Licensing Board for Contractors. The Owner shall comply with all Louisiana State contracting requirements and shall secure from the Contractor a signed Lien Waiver and Performance Bond, copies of which will be provided to OCD.

3. Covenant to provide Flood Insurance: Section 3(c) of the Covenant is replaced in its entirety with the following:

Flood Insurance: If the Property is located in a Special Flood Hazard Area under the FEMA Flood Maps or within the Special Flood Hazard Area under the Advisory Base Flood Elevations issued by FEMA, any dwelling on any part of the Property shall be insured under a policy of Flood Insurance in the amount equal to the lesser of (a) 100% of the insurable value of the dwelling as determined by the Property insurer or (b) the maximum amount of Flood Insurance coverage available under the National Flood Insurance Program. Pursuant to 44 USC 5144, recipients of federal disaster recovery funds for construction activities have a responsibility to notify any transferee of the requirement to obtain and maintain Flood Insurance. The Owner may be liable if he or she fails to notify transferee of this requirement. In the event of the transfer of the Property, the Owner/transferor shall, not later than the date on

which such transfer occurs, notify the transferee in writing of the requirements to: (i) obtain Flood Insurance in accordance with applicable federal law, if the Property is not so insured as of the date on which the Property is transferred; and (ii) maintain Flood Insurance in accordance with applicable federal law. Such written notification shall be contained in documents evidencing the transfer of ownership of the Property. If the transferor fails to provide notice as described above and, subsequent to the transfer of the Property: (1) the transferee fails to obtain or maintain Flood Insurance, in accordance with federal law and this Agreement; and (2) the Property is damaged by a flood disaster; and (3) federal disaster relief assistance is provided for the repair, replacement, or restoration of the Property, as a result of such damage, then the transferor must reimburse the federal government in an amount equal to the amount of the federal disaster relief assistance provided with respect to the Property.

4. The following is added to the Agreement as Section 7:

Environmental Review Requirements/Compliance with Environmental Laws and Regulations: If it can not be documented that construction started prior to March 16, 2008, in connection with any construction, improvements, or repairs on the Property, an environmental report providing an environmental assessment of such construction in accordance with NEPA requirements, must be completed on your property before Owner commences any elevation work. FEMA is responsible for completion of environmental review and approving release of funds to OCD. Payment of the Grant by OCD is expressly contingent on the satisfactory completion of such report. In the event of discovery of any environmental condition requiring remediation or other steps necessary for a successful environmental clearance, OCD shall not be responsible for funding such remediation or other steps.

The Owner and hired contractor shall follow and comply with Federal, State, and Local laws and requirements set by NEPA and NHPA during execution of mitigation activities and construction of the dwelling on the property. The Owner or its contractor and any subcontractor shall immediately cease construction and further ground disturbing activities should any elements of historical artifact are discovered, and notify the local jurisdictional authority. A *Special Considerations* review shall be conducted prior to the Owner continuing construction.

All of the other terms and conditions of the Agreements remain in full force and effect, and the Covenants, as modified by this Addendum, constitutes the full, true, complete and correct Covenants between the parties, enforceable by the parties in accordance with its terms.

STATE OF LOUISIANA

PARISH OF _____

THUS DONE AND SIGNED on the _____ day of _____, 200____, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

WITNESSES:

HOME OWNER:

Print Name: _____

CO-HOMEOWNER

Print Name: _____

NOTARY PUBLIC

Print Name: _____

Notary No/Bar Roll No: _____

My Commission Expires: _____

STATE OF LOUISIANA

PARISH OF _____

THUS DONE AND SIGNED by OCD or its designee on the ____ day of _____, 200____, in the presence of the undersigned witnesses and Notary Public, after due reading of the whole.

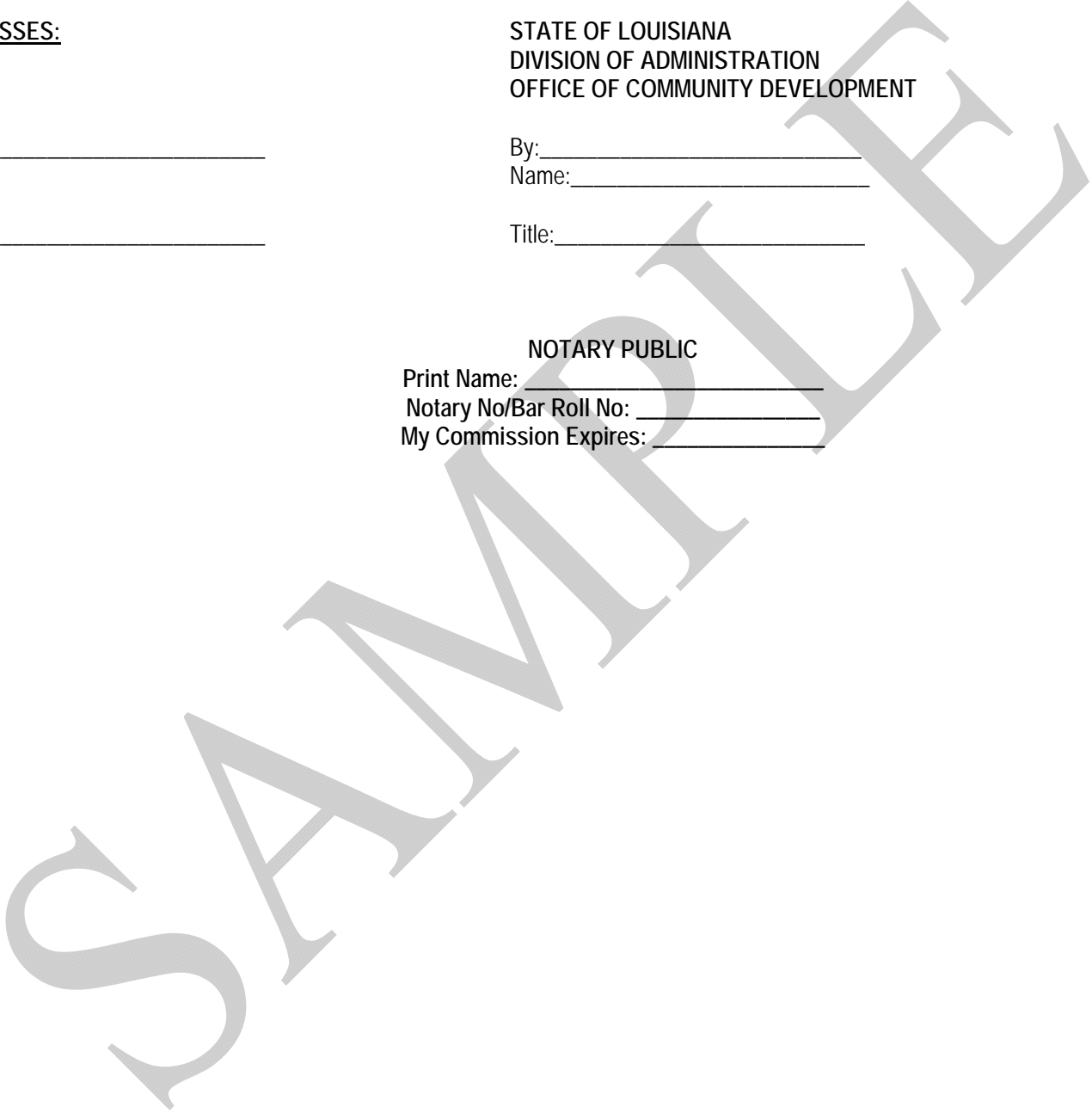
WITNESSES:

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

Print Name: _____
Notary No/Bar Roll No: _____
My Commission Expires: _____



ROAD HOME ELEVATION INCENTIVE AND HMGP AWARD

QUICK COMPARISON

ISSUE	ROAD HOME ELEVATION INCENTIVE	HMGP AWARD
Source of Funds	State of Louisiana <i>Road Home</i> Program – Disaster Recovery Funds	State of Louisiana Hazard Mitigation Grant Program
Eligible Properties	Eligible for Road Home assistance Selected Road Home Option 1 Single family or mobile home Town homes and duplexes sharing a common roof and /or foundation only if owners of adjacent properties agree in writing to elevate	Must at minimum meet the <i>Road Home</i> criteria to be <u>considered</u> for the State HMGP Award. FEMA will further determine eligibility
Ineligible Properties	Condominiums Selected Road Home Option 2 or 3	Specific ineligible properties to be determined. At minimum, same as <i>Road Home</i> Elevation Incentive.
Ownership	Must still own home eligible for <i>Road Home</i> benefits	SAME
Location of Home	In 100 year flood plain based on ABFE and BFE maps	SAME
Height of elevation	Meet ABFE or BFE – building code officials determine for each property	SAME
Construction	Must meet building codes	SAME
Type of Award	Fixed amount	Variable amount
Maximum Award	\$30,000 site built \$20,000 mobile home Total elevation incentives + other <i>Road Home</i> funds cannot exceed \$150,000	Up to \$30,000 depending on actual cost of construction
Duplication of benefits review	Yes	Yes
Reviews prior to award	Confirmation of <i>Road Home</i> eligibility and award calculation	Must meet FEMA program regulations including environmental review
Fund disbursement	Lump sum award upon signing of agreement	Reimbursement of actual expenses and completed work
Elevation Status	Completed, underway, or not completed	Completed or underway by March 16; After March 16 th , must have State approval prior to starting construction or ineligible
Legal Agreement	Personal agreement; must repay grant if do not meet conditions	Covenant running with land; must repay if do not meet covenant
Previous Road Home Elevation Funding	Eligible for additional funds if did not receive maximum for housing type, not to exceed \$150,000	N/A

FREQUENTLY ASKED QUESTIONS

What are the Elevation Programs?

The *Road Home* Elevation Incentive provides \$30,000 (\$20,000 for mobile homes) to eligible homeowners as an incentive to elevate their homes to meet the local Base Flood Elevation or Advisory Base Flood Elevation. These funds are limited to the specific dollar amount and not to exceed the Road Home \$150,000 maximum. If you received funds that are considered by the Federal government to be a duplication of benefits those funds may be subtracted from the amount you receive.

The State HMGP Award provides up to \$30,000 (based on actual construction costs rather than a fixed amount) to FEMA eligible homeowners to elevate their homes to meet the local Base Flood Elevation or Advisory Base Flood Elevation. Homeowner eligibility is determined by FEMA based on HMGP regulations.

For both programs you should contact your local building code and permit office to determine elevation requirements for your home.

What is an Advisory Base Flood Elevation (ABFE) or Base Flood Elevation (BFE)?

The ABFE or BFE establishes the height, relative to the mean sea level, that has a one percent chance or greater of flooding in a given year as determined by FEMA and adopted by your local jurisdiction. An ABFE becomes a BFE once adopted by a municipality.

What if I have completed elevation, am I still eligible?

You are eligible for the *Road Home* Elevation Award as long as you meet the eligibility requirements of the program.

For the State HMGP Award you are eligible if you started construction prior to March 16, 2008. (Documentation is required). After March 16th, you must receive written authorization from the State in order to be eligible. Without the written authorization you may be ineligible.

If I sold my home since receiving my *Road Home* grant, am I eligible?

No. You are not eligible to receive funds under either program if you have sold the home since receiving your *Road Home* grant.

Can I appeal the amount of my elevation funding?

The amount of *Road Home* Elevation Incentive is determined by structure type - \$30,000 for site built homes and \$20,000 for mobile homes - and whether or not you have reached the \$150,000 maximum. The amount of the award may not be appealed.

The State HMGP Award is based on your actual elevation construction costs, not to exceed \$30,000. If you disagree with the awarded amount you may appeal.

You may appeal your initial eligibility to receive an elevation grant from either program.

What is the *Road Home Elevation Incentive Agreement*?

The Elevation Incentive Agreement is a signed document acknowledging that by accepting the funds, you are responsible for ensuring that within three years of receiving the money your home will meet or exceed all applicable building codes adopted by your Parish, including elevation with respect to the ABFE or BFE.

What is the *HMGP Award Covenant Rider*?

The HMGP Covenant Rider is required by FEMA. It modifies the *Road Home* covenant you signed at closing. The covenant rider must be recorded and will require assuring such things as completion of construction, compliance with building codes, elevation standards, building permits, contractors, lien waivers, performance bonds, assurance that you will carry flood insurance and other FEMA requirements.

How do I get my elevation funding?

For the Road Home Elevation Incentive, you must return the **Elevation Election Form**. When you return the form with your preferences, *Road Home* will review your file to determine the amount of your grant. *Road Home* will send you a letter with the grant

amount and the *Elevation Incentive Agreement*. When you return the signed Elevation Incentive Agreement, and have no outstanding resolutions or Appeals in the *Road Home*, you will be disbursed the funds.

For the State HMGP Award, you must return the **Elevation Election Form** and the FEMA required **Voluntary Participation Agreement (VPA)**. When you return these forms with your preferences the State will begin to work with FEMA to determine your eligibility. Once your home is determined eligible by FEMA the State will notify you and send a copy of the Covenant to be signed and returned.

What if I already received a Road Home elevation award less than \$30,000 (\$20,000 for a mobile home)? Am I eligible to receive more Road Home funds for elevation?

Yes, as long as you have not received the maximum Road Home award of \$150,000. This is because Elevation Incentives are no longer based on calculations previously outlined in *Road Home* benefit selection letters. They are based on a fixed amount per structure.

The receipt of Road Home elevation dollars does not affect the State HMGP Award as long as the amount of funds you received has not exceeded your total cost of elevation.

What if I declined the *Road Home* elevation award in my yellow letter?

Even if you declined the elevation award in your yellow letter, you will receive information about the updated programs. You will be able to accept the Road Home Elevation Incentive and the State HMGP Award if you are willing to meet the requirements in either program.

How high do I have to elevate?

This depends on each individual property. You should contact your local building code and permit office to determine elevation specifics for your property.

When will I get my *Road Home* Elevation Incentive?

We expect to begin disbursing elevation awards by early to mid-April and will continue to disburse them over several months.

When will I get my State HMGP Award?

It is anticipated that this program will begin providing funds later this year. Prior to the award, each project must be determined eligible by FEMA. Once your home is determined eligible by FEMA the State will notify you and send a copy of the covenant to be signed and returned. You will then be provided formal notification that it is OK to initiate construction. Each project must be monitored for construction progress and compliance with HMGP regulations prior to the disbursement of funds.