

**StARR PROGRAM
LETTER OF INTENT OF PARTICIPATION**

This Letter of Intent is made by the Souris River Joint Water Resource Board, (SRJB), and _____, (Participant), pursuant to the Mouse River Enhanced Flood Protection Project’s Rural Structure Acquisition, Relocation, or Ring Dike Program (StARR). This Letter is not intended to constitute a binding agreement with the Participant. Instead, this Letter outlines the general framework for the three StARR Programs: Purchase and Demolition Program, Relocation Program, and Ring Dike Program. If the Participant indicates that the Participant is interested in one of the StARR Programs by executing this Letter, the SRJB and its consultants will commence a study to determine the eligibility of the Property and the Market Value of the structures located upon the Property.

1. Participant affirms that I/we own the real property (Property) described as follows:

(Legal description and physical address).

2. Participant is hopeful that the SRJB will make an offer to purchase the structures located upon the Property from the Participant, to relocate the structures located upon the Property to a different property, or to construct a ring dike around the structures, and the SRJB is willing to study the Property’s eligibility to participate in one of the three StARR Programs.
3. It is the intent of the parties that, regardless of the StARR Program selected by the Participant, the Participant will retain ownership of the Property. However, as a condition of participation in one of the three StARR Programs, the SRJB will legally prevent future building or construction activity on the Property that lies within the 2011 flood plain. Upon request, the SRJB will consider acquiring the Property from the Participant on a case-by-case basis.
4. By signing below, the Participant hereby authorizes SRJB to analyze the structures’ eligibility for the StARR Program, and to determine the structures’ “Market Value” for the purpose of making an offer to the Participant under one or more of the StARR Programs.
5. According to the StARR Program, the Market Value of the structure is its pre-flood or current market value, whichever is higher. Market Value is determined in one of two ways. If available, the tax assessed value of the structures is multiplied by 1.10. If the tax assessed value is unavailable, or if the Participant prefers to hire an appraiser (either

before or after the SRJB makes an offer based on the tax assessed value of the structure), the SRJB will have the structures appraised. **If an appraisal is required or requested, the Participant must pay for half of the fees for appraisal services as set forth in the Binding Agreement for Appraisal Services between the Participant and the SRJB.**

6. By signing this Letter, Participant grants permission to the SRJB and its consultants to access and inspect the Property. The SRJB will give a minimum notice of 48 hours to Participant prior to any inspections. Participant may revoke the SRJB's permission to access the Property at any time by providing the SRJB written notice.
7. The StARR Program is a voluntary program. The Property 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. While SRJB does not intend to use its eminent domain authority to acquire the Property if the Participant chooses not to participate, or if negotiations fail, the SRJB and its assigns reserve its right to exercise its eminent domain authority at a later date, if necessary for future projects.
8. Participant is not allowed to duplicate public benefits from flood impacts. If the Participant has received NFIP or FEMA benefits or other public benefits for damage suffered as a result of the 2011 flood, those benefits will reduce the benefit the Participant will receive from the StARR Program. Owners choosing to participate in the StARR Program are not eligible for relocation assistance benefits under N.D.C.C. § 54-01.1 or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. **The Participant must disclose all public benefits it has received as a result of flood impacts to the Property to the SRJB.**
9. Once the SRJB has determined that the Property is eligible, and has determined its Market Value, the SRJB will make an offer in the form of a binding, written Agreement, which will be applicable to the specific StARR Program selected by the Applicant, which will remain valid for a period of 30 days from the date of the offer. The offer will equal the Market Value of the structures, reduced by 5%, and further reduced by all applicable compensation that SRJB considers to be a duplication of benefits. Again, this Letter of Intent is not binding. The parties will not be bound by this Letter of Intent until the subsequent Agreement has been executed by the Participant and by the SRJB.
10. The subsequent Agreement will set forth additional terms and conditions of the specific StARR Program.

Both Parties agree this Letter of Intent is non-binding, and either Party may terminate or suspend negotiations up until the execution of a subsequent Agreement.

Participant

Date

Participant

Date

SRJB's Authorized Agent Signature

Date