

ATTACHMENT 3

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VOLUNTARY ACQUISITION KIT
Neighborhood Stabilization Program (NSP)

VOLUNTARY ACQUISITION NOTICE
Neighborhood Stabilization Program (NSP)

Date: _____

Property Owner: _____

Address: _____

Subject Property: _____

Dear _____:

Based on information available at this time, we believe that you are the owner of the subject property listed above, and that you are interested in selling said property. Please be advised that we are interested in acquiring this property if we determine it to be suitable to our planned project.

This effort to acquire your property is voluntary in nature, and, therefore, without any threat of eminent domain (condemnation). For that reason, we can only consider acquiring your property if we are able to reach an amicable agreement and if certain conditions are met which include among others:

- The property has a clear title without heirship, title dispute, or other problems.
- You accept our offer, or we agree to a negotiated amount that should not exceed the property's estimate of fair market value.
 - We will inform you of what we believe to be the estimate of fair market value before we enter into an agreement to purchase your property.
 - We have determined by appraisal the estimate of fair market value for your property to be \$_____.

At this time, we are:

- Not prepared to make an offer for your property, but might at a later date.
- Prepared to offer you \$_____ for your property which is in compliance with the discount criteria of the NSP.

Please return the attached Seller's Occupancy Certification form (**Attachment A**) regarding tenant occupancy. Please note that if the property is tenant occupied, our offer is subject to an evaluation of the complexity and cost of relocating the occupant(s).

If you have any questions or need additional information from our staff, please contact our Office.

Sincerely,

Buyer or Buyer's Representative

Enclosures

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VOLUNTARY ACQUISITION KIT
Neighborhood Stabilization Program (NSP)

Attachment A

SELLER'S OCCUPANCY CERTIFICATION

[To be completed and signed by the seller of the property.]

I/we, the Seller(s) of the property located at:

Address of Property

City, State

Zip

Certify that:

_____ This property is vacant land and without any tenant resident or tenant personal property.
[If checked here, disregard the remainder statements and return this document to the person indicated as the contact person.]

If the property does have a structure, or has tenant-owned personal property, I/we certify that the following "checked" items are applicable: (Please "√" only those items that are applicable.)

_____ No tenant has occupied the property for a period of one year prior to the date of this purchase or option to purchase contract.

_____ This property did have a tenant who moved within the past year who was not asked to move in relation to this proposed acquisition transaction. The reason the tenant (or tenants) moved within the past year is explained here:

_____ The property is tenant occupied, and I/we agree to allow egress/ingress to the site so that required notices can be delivered to each resident, and so that each resident can be surveyed to determine their replacement housing needs and related moving costs.

_____ The property is not occupied, but personal property owned by a person other than the owner is located at the site.

If the property is not occupied at this time, the Seller agrees by signature below that if a new tenant does move into the subject property that the seller assumes responsibility for providing displacement assistance if the Seller fails to have executed the **Move-In Notice (Attachment B)** that is provided with this Seller's Occupancy Certification. Furthermore, to ensure that funds will be available to cover the cost of relocation, I/we the seller agree to allow the estimated cost of relocation to be withheld at closing from the net proceeds derived from the sale of my/our property.

Signature of Prospective Seller(s)

Date: _____

Date: _____

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Attachment B
NOTICE TO PROSPECTIVE TENANT

[Seller to have signed by a prospective tenant before the new tenant leases and occupies the property]

Date: _____

Dear _____:

Please read this notification carefully. If you do not understand this notice, do not sign a rental agreement and move into the property identified herein.

On _____, (earliest date of initial contact, option date, or other sale agreement date) I/we, the owner(s) of the property you wish to occupy, began negotiations with a buyer to sell said property, and Federal financial assistance may be used in the acquisition of the subject property. Because Federal funds might be used in this project, a tenant in residence at the time of the acquisition may be entitled to moving and relocation assistance, as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended.

Because you are a new tenant, you will not be eligible for relocation assistance that other tenants may receive. Therefore, before you enter into a lease agreement and occupy the unit located at _____, you are hereby advised that if the property is sold that:

- 1) You will not be considered a "displaced person," and, therefore, will not be entitled to any relocation benefits required by the URA.
- 2) If you are allowed to remain, you may have to move temporarily, but you will not be provided any temporary move assistance, and, your rent may be increased by the new owner.

If you have any questions about this notice, please contact the acquiring buyer at the following address or phone number: _____

Once you have read and understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

(Signature and title of Buyer Representative)

(Date)

I/we certify that I/we understand that if I/we lease and occupy the subject property, that I/we may have to move from this property. I further understand that if I am asked or made to move from this property that I/we will not be entitled to any URA-required relocation or move assistance.

Signature of Tenant

Date

Signature of Tenant

Date

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VOLUNTARY ACQUISITION KIT
Neighborhood Stabilization Program (NSP)

RIGHT TO WITHDRAW

Date: _____

Property Owner: _____

Address: _____

Subject Property: _____

Dear _____:

On _____, we entered into an option to acquire your property for \$_____. Our records do not indicate that we (1) made it clear to you that our effort to acquire your property is voluntary in nature through an amicable agreement and, therefore, without any threat of eminent domain (condemnation), and/or (2) that we informed you that the appraisal we obtained estimated the fair market value of your property to be \$_____.

Because we failed to advise you of one or both of the above, we wish to offer you the opportunity to withdraw from your agreement to sale, and without penalty. **Before we can proceed, it is necessary that you complete, sign, and return this letter to us indicating your decision to not withdraw from our agreement.**

If you have any questions about this notice, please contact the acquiring buyer at the following address or phone number: _____

Sincerely,

(Signature and title of Buyer Representative)

(Date)

I/we certify that I/we understand that I/we have the right to withdraw from my/our agreement, without penalty. Having been so informed:

- I/we do not wish to withdraw from my/our agreement, without penalty, and agree to sale the subject property at the agreed to price.
- I/we do wish to withdraw from my/our agreement, without penalty, and no longer wish to sale the subject property at the agreed to price.

Signature of Owner

Date

Signature of Owner

Date