

**DISCLOSURES TO SELLER WITH VOLUNTARY, ARM'S LENGTH PURCHASE OFFER**

Dear \_\_\_\_\_ (Seller):

This is to inform you that \_\_\_\_\_ (the "Buyer") would like to purchase the property located at \_\_\_\_\_ (Property Address) if a satisfactory agreement can be reached. The Buyer is prepared to pay \$\_\_\_\_\_ for clear title to the property under the conditions described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, West Virginia Housing Development Fund (the "Fund") is required to disclose to you the following information:

- A. The sale is voluntary. If you do not wish to sell, the Buyer will not acquire your property. The Buyer does not have the power to acquire your property by condemnation (i.e. eminent domain).
  
- B. The estimated fair market value of the property is \$\_\_\_\_\_.

Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation.

The following sentence is only applicable for new construction projects that are vacant of residential or non-residential tenants: Also, as indicated in the contract of sale, this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.

Again, please understand that if you do not wish to sell your property, no further action will be taken. If you are willing to sell the property under the conditions described in the attached contract of sale, please sign the contract and return it to the Buyer.

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**This form must be signed and dated by the SELLER at the beginning of any negotiations to purchase the seller's property and such date must be no later than the date of the purchase offer; a copy shall be given to the SELLER and the original retained in the applicant's individual file at the Fund.**

**OCCUPANCY/VACANCY CERTIFICATION**

This is to certify that I/we, \_\_\_\_\_ (Seller), are the owners and sellers of the property located at \_\_\_\_\_ (Property Address).

On or about the date of \_\_\_\_\_ (Date of Purchase Agreement), I/we entered into a Purchase Agreement with \_\_\_\_\_ (the "Buyer") for the purchase of the above-referenced property address.

At the time of the Purchase Agreement, I/we certify that the property located at the above-referenced address:

**Complete and check one of the following:**

- 1.  Was/is vacant of residential or non-residential tenants. I/we further certify that this property was vacant prior to any verbal and/or written agreement with the buyer.
- 2.  Has been occupied by ourselves (the sellers) for the previous \_\_\_\_\_ months.
- 3.  Has been occupied by the prospective purchaser, the Buyer, for the previous \_\_\_\_\_ months.
- 4.  Was occupied by the individuals listed on Attachment A during the three (3) months prior to the date of the Purchase Agreement. (Attach Rent Roll reports for the previous three months.)

Nothing that I/we did as part of this sale, or previous to it, caused tenants to vacate and therefore avoid relocation in a Federally-assisted project.

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Seller

\_\_\_\_\_  
Date

