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**DISCLOSURE TO SELLER WITH VOLUNTARY, ARM’S LENGTH PURCHASE OFFER**

SELLER

ADDRESS

CITY, STATE ZIPCODE

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 above is prepared to pay $ \_\_\_\_\_\_\_\_\_\_\_\_\_ (Sales Price) for clear title to the property under the conditions described in the attached proposed option agreement or purchase contract (Select one).

Because \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is seeking a grant of federal funds received by the Oklahoma Housing Finance Agency, a Public Trust, which may be used in the purchase, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is required to disclose to you the following information:

1. The sale is ***voluntary***. If you do not wish to sell, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will not acquire your property. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, does not have the power to acquire your property by condemnation (i.e. eminent domain).
2. The estimated fair market value of the property is $XXX,XXX. *{If an appraisal has been obtained, it should be used to provide the estimated market value. If not, make your estimate in good faith, potentially based on tax records, a review of other sales, any asking price, etc.}*

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. Also, as indicated in the option agreement or purchase contract (select one), this offer is made on the condition that no tenant will be permitted to occupy the property before the sale is completed. *{If the property is already occupied, the preceding sentence can be updated. “on the condition that no new tenant(s) will be allowed to occupy the property without receiving appropriate notices that they will not be eligible for URA benefits.”}*

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 us.

Seller \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Buyer \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*This form should 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 to OHFA; the original will be retained in the applicant’s individual files. See acknowledgement on next page for situations in which an offer was made/agreed to prior to issuance of this notice.*

**Seller Occupancy/Vacancy Certification**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Acknowledgements & Certifications:** I, the undersigned, am the owner of the above-identified property. I certify that I have received and understood the above information and that nothing that I did as part of this sale, or before it, caused tenants to vacate and therefore avoid relocation in a Federally assisted project. I further certify that: | | | | |
| *Initials* | **Receipt of Notice –** *Must check and initial only one of the next two items below.* | | | |
| \_\_\_\_\_ | [ ] | This Notice was received ***prior*** *to* executing an option agreement with the buyer(s) | | |
|  |  | ***OR*** | | |
| \_\_\_\_\_ | [ ] | If this Notice was received after the execution of an option agreement, I/we have a right to cancel said agreement without penalty. Notwithstanding that this Notice was received ***after*** executing an option agreement with the buyer(s), I/we do not wish to terminate the option agreement. | | |
|  | | | | |
| *Initials* | **Certification of Owner-Occupancy, Vacancy, or Tenant Occupancy –** *Must check and initial only one of the next three items below.* | | | |
| \_\_\_\_\_ | [ ] | As of listing the property for sale or entering into negotiations with the buyer, I/we occupied the property as my/our primary place of residence. | | |
|  |  | ***OR*** | | |
| \_\_\_\_\_ | [ ] | As of listing the property for sale or entering into negotiations with the buyer, the property was vacant and had not been occupied by tenants for at least 90 days prior. | | |
|  |  | ***OR*** | | |
| \_\_\_\_\_ | [ ] | As of listing the property for sale or entering into negotiations with the buyer, the property is occupied by the individuals and/or commercial tenants listed on Attachment A. | | |
|  | | | | |
| Notes/Comments: *Provide any explanations or additional context as needed in the space below or on an additional sheet.* | | | | |
| Signature: | | | Printed Name: | Date: |
| Signature: | | | Printed Name: | Date: |

*{Add additional signature lines as needed if property has multiple owners}*