

## Disclosure to Seller with Voluntary, Arm's Length Purchase Offer

### DECLARATION

This is to inform you that \_\_\_\_\_ would like to purchase the property  
(Homebuyer's Name(s))  
located at \_\_\_\_\_, Paradise, California 95969 if a satisfactory agreement can  
be reached.

The buyer(s) is/are prepared to pay \$\_\_\_\_\_ for a clear title to the property under conditions  
described in the attached proposed contract of sale.

Because Federal funds may be used in the purchase, however, we are required to disclose to you the  
following information:

1. The sale is voluntary. If you do not wish to sell, the buyer through the agency, **THE TOWN OF PARADISE** will not acquire your property. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e. eminent domain) and the **TOWN OF PARADISE** will not use the power of eminent domain to acquire the property.
2. The estimated fair market value of the property is \$\_\_\_\_\_ and \_\_\_\_\_ was estimated by Buyer, to be finally determined by a professional appraiser prior to close of escrow.

Since the purchase would be a voluntary, arms 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 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, we will take no further action to acquire it. 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. If you have any questions about this matter, please contact **Kate Anderson, TOWN OF PARADISE, 872-6986.**

Sincerely,

***Kate Anderson***

Housing Coordinator

\_\_\_\_\_  
*Buyer*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Buyer*

\_\_\_\_\_  
Date

Form continues on next page with Seller's Acknowledgment

## **Acknowledgement**

As the Seller(s) I/we understand that the Town of Paradise will inspect or cause to be inspected the property for health and safety deficiencies. I/we also understand that public funds may be involved in this transaction and, as such, if the property was built before 1978, a lead-based paint disclosure must be signed by both the buyer and seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the Seller, I/we understand that under the TOWN OF PARADISE program, the property must be currently owner-occupied, vacant for 90 days at the time of submission of purchase offer, new (never occupied), or renter purchasing the unit. I/we hereby certify that the property is:

☐ Vacant at least 90 days; ☐ Owner-occupied; ☐ New; or ☐ Being Purchased by Occupant

***I/we hereby certify that I have read and understand this “Declaration” and ☐ a copy of said Notice was given to me prior to the offer to purchase. If received after presentation of the purchase offer, I/We choose ☐ to withdraw or ☐ not to withdraw, from the Purchase Agreement.***

\_\_\_\_\_  
*Seller*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Seller*

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Real Estate Broker (Selling Firm)*

By: \_\_\_\_\_  
*Seller's Agent*

\_\_\_\_\_  
Date