



## Disclosures to Seller with Voluntary, Arm' Length Purchase Offer

### ACKNOWLEDGEMENT

As the Seller I/we understand that the **Town of Paradise, Housing Department Representative** will inspect 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 the seller, and that a Visual Assessment will be conducted to determine the presence of deteriorated paint.

As the seller, I/we understand that a home is ineligible for purchase under **Town of Paradise's** program if the purchase will result in the displacement of a tenant. The home must be owner-occupied, new construction (never occupied), or purchased by the tenant who currently lives in the unit, otherwise, the home must be vacant for a minimum of 90 days at time of submission of purchase offer. I/we hereby certify that the property is (check one):

- ☐ Vacant at least 90 days;
- ☐ Owner-occupied;
- ☐ New construction (never occupied);
- ☐ Being purchased by occupant

I/we hereby certify that I have read and understand this Disclosure and a copy of said Notice was given to me prior to the offer to purchase. \_\_\_\_ (check here if this disclosure is received prior to or with an offer to purchase the property)

If this Notice is received after presentation of the purchase offer (check one):

- ☐ I/we choose to withdraw from the Purchase Agreement; or
- ☐ I/we choose not to withdraw, from the Purchase Agreement.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date



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### DECLARATION

Owner of Record:

This is to inform you that \_\_\_\_\_ (buyer) would like to purchase the property located at \_\_\_\_\_ if a satisfactory agreement can be reached. We are 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, however, we are required to disclose to you the following information:

1. The sale is voluntary. If you do not wish to sell, neither the buyer nor the **Town of Paradise** will acquire your property at this time. The buyer does not have the power of eminent domain to acquire your property by condemnation (i.e., eminent domain) and the agency/sponsor, **Town of Paradise** will not use the power of eminent domain to acquire the property.
2. The estimated the fair market value of the property is \$ \_\_\_\_\_ and was estimated by \_\_\_\_\_, to be finally determined by a professional appraiser prior to close of escrow.
3. 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 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.**

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 Town of Paradise, Housing Department, or to the agent who presented the purchase offer.

If you have any questions about this matter, please contact the Town of Paradise, Housing Department at (530) 872-6291 x 122

Sincerely,

*Nadia Alekseev*

Housing Program Manager, Town of Paradise  
[housing@townofparadise.com](mailto:housing@townofparadise.com)  
(530) 872-6291 x 122

Buyer: \_\_\_\_\_

Buyer: \_\_\_\_\_