

Contents

SINGLE-FAMILY ACTIVITIES 1

- Seller and Buyer Rights and Responsibilities 1
- Environmental Review (“ER”) 2
- Estimated Market Value..... 4
- Uniform Relocation Assistance 5

MULTI-FAMILY RENTAL ACTIVITIES..... 1

- Environmental Review (“ER”) 1
- Voluntary Sale Disclosures..... 2
- Uniform Relocation..... 3

URA SAMPLE TENANT DISCLOSURE FORMS 14

- Existing Tenant Report 14
- General Information Notice (GIN)..... 15
- Notice To New Tenant..... 17
- Move-Out Verification Notice 17
- Sample Eligibility for Relocation Assistance Letter 18
- Sample Notice of Non-Displacement Letter 19
- Sample Notice to Temporarily Vacate Letter 20

RE-21 ID#, HUD Case #, or other Purchase Agreement ID #: _____

SINGLE-FAMILY ACTIVITES

! Instructions The following information must be disclosed to the property owner (Seller) before or at the time, the Initial purchase offer is made. Failure to do so may jeopardize the use of the Federal funds.

Buyer and Seller(s)/Agent- Buyer and Seller are required to sign and date the *Voluntary Sale Disclosures* document (below) prior to, or at the same time the purchase agreement is signed.

If a third party, i.e. agent is representing the Buyer, agent should be properly advised of Federal requirements, their importance, and the potential consequences if not followed.

- **Voluntary Sales Disclosures • Uniform Relocation Assistance • Environmental Review**
- **Seller and Buyer Rights and Responsibilities**

When Federal funds may be used to acquire, construct, or rehabilitate this property, the Federal Highway Administration's Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted Programs (URA) (49 CFR 24.101(b)(i-iv)) and HUD's Environmental Review requirements (24 CFR Part 58) will apply.

Seller Name: _____

Seller Name: _____

Buyer Name(s): _____ **is**

interested in acquiring the property located at (address): _____

RE-21 ID#, HUD Case #, or other Purchase Agreement ID #: _____

Buyer and Seller must initial, sign and date prior to, or at the time the purchase contract is signed

• Environmental Review (“ER”)

Idaho Housing and Finance Association is the Responsible Entity for Idaho's HUD-CPD affordable housing development programs. IHFA will complete the necessary environmental review process. Costs associated with the environmental review are solely the responsibility of IHFA.

A Purchase Option Agreement or Conditional Contract (RE-21 Real Estate Purchase and Sale Agreement) **must** include the 3 following ER limiting conditions language. This requirement can be met by one of the following:

- (1) Include the 3 ER disclosures below in the agreement/contract; OR
- (2) Legally attach this disclosure form to the agreement/contract by adding the Agreement ID Number to this form, and checking the "Buyer Exhibits Attached" box on the contract/agreement. This exhibit must be referenced as an attachment in the contract wherever appropriate; OR
- (3) Legally **add the verbiage contained in** this disclosure form to the agreement/contract as an addendum (RE-11). Reference the addendum by checking the "Buyer Addendum's Attached" box in the contract and where appropriate.

IHFA cannot accept a purchase option agreement or conditional contract without the ER disclosure language in the agreement/contract. This form is in addition to executing all VSD, URA, Market Value, and ER disclosures.

_____	1	If Federal funds are used to purchase the property, it will be subject to the Environmental Review process, in accordance with 24 CFR Part 58. Notwithstanding any other condition in the contract, the Buyer has no obligation to purchase the property; No transfer of title or removal of environmental conditions can occur unless and until IHFA provides written notification that the appropriate level of environmental review is complete and clearance issued, pursuant 24 CFR Part 58. IHFA will use its best efforts to conclude the “ER” review and clearance process expeditiously.
_____	2	All conditions must be met before the obligation to purchase and sell becomes binding.
_____	3	The deposit will be a reasonable amount and refundable if conditions are not met; if non-refundable, the deposit must be \$1000 or less.

Seller Signature _____	Date _____
Seller Signature _____	Date _____
Buyer Signature _____	Date _____

RE-21 ID#, HUD Case #, or other Purchase Agreement ID #:
! Instructions-Buyer and Seller must initial, sign and date prior to, or at the time the purchase contract is signed.

• **Voluntary Sales Disclosures**

The primary purpose of the Real Property Acquisition regulations for Federally assisted activities, is to protect private property owners and occupants. The requirements at 49 CFR Part 24 Subpart B-Real Property Acquisition apply to any acquisition of real property except an acquisition by an agency/person that does not have authority to acquire by eminent domain, if before the seller enters into a contract for sale, the following conditions are disclosed prior to the initial purchase offer.

Buyer and Seller initials required

- This sale is voluntary
- This sale is between a willing buyer and a willing seller
- The buyer does not have the power of eminent domain
- The buyer will make every reasonable effort to acquire your property expeditiously through negotiations only
- Negotiations may result in a purchase price that equals, exceeds, or is less than the estimated market value (see section 2 for additional information regarding estimated market value)
- No specific site or property needs to be acquired as a part of an intended or planning project area where all or substantially all of the properties in the area need to be acquired within a specific timeframe
- Buyer must inform seller of what buyer believe to be the estimated market value of the property
- In the case where there is an existing option or contract, the seller must be provided the opportunity to withdraw from the option or contract after this information is provided

Buyer's Signature	Date
Buyer's Signature	Date
Seller's Signature	Date

RE-21 ID#, HUD Case #, or other Purchase Agreement ID #:

! Instructions Buyer and Seller must initial, sign and date prior to or at the time the purchase contract is signed.

• Estimated Market Value

Buyer believes the Estimated Market Value of the property is \$ _____, based on one of two allowable property valuation methods:

Estimated Property Valuation* Attach property valuation documents used to establish the estimated value of the property as well as the valuator's experience/qualifications, i.e. broker opinion, recent neighborhood comps, etc.

Name of person making the estimated property valuation: _____.

Based on the above qualifications, the buyer believes this person to be sufficiently qualified to estimate the market value of the property;

Or

Appraised Market Value* Attach appraisal to this document

*This method must be used if federal NSP funds will be used to acquire the property. NSP regulations allow the use of the current owner's (HUD, bank, etc.) appraisal if completed or updated within 60 days of the final purchase offer. Must meet one of the above appraisal standards.

(If property was appraised, check the Appraisal Standard method used)

Appraisal meets the URA appraisal requirements found at 49 CFR 24.203

Appraisal meets the requirement of Uniform Standards of Professional Appraisal Practices (USPAP)

Appraisal meets the requirements of the Federal Housing Administration(FHA) or a Government- Sponsored Enterprise (GSE)

Seller's Signature

Date

Buyer's Signature

Date

Buyer's Signature

Date

• Uniform Relocation Assistance

*When Federal funds are used in any phase of the project, including acquisition, rehabilitation/construction, current or previous occupant(s), except the seller may qualify for relocation assistance if defined as a **displaced person**.*

Has the property been occupied by anyone in the last 90 Days? Yes No

Buyer And Seller initials

____ A tenant or occupant cannot be forced to move out in order to sell this property if any phase of the project is assisted with federal funds

____ The term "move-out" includes an eviction, the refusal to renew a lease, a verbal or written notice to vacate, or any other action taken by an owner/owner agent that implies a tenant needs to move out of the unit. There are three (3) allowable exceptions , if they are properly documented and include tenant(s) signature and date:

- (1) Tenant(s)/Occupant eviction/move-out that meets the definition of *Good Cause* as defined under Idaho Landlord Tenant Act;
- (2) Tenant/Occupant moved-in knowing the property was for sale and was notified in writing they would be required to move out when the unit was sold;
- (3) Tenant/Occupant chose to move-out for reasons unrelated to the sale, i.e. school term ended, job relocation, found a better place to live, etc.

Seller's Signature _____ **Date** _____

Seller Signature _____ **Date** _____

Buyer's Signature _____ **Date** _____

List all persons (including Seller if owner-occupied) who have occupied the property in the last 90 days (Attach additional information as needed).

Occupant Name	Date of Move-out	Current Mailing Address	Reason For Move-Out	Documentation to verify the reason for move-out? If yes, please attach

MULTI-FAMILY RENTAL ACTIVITIES

RE-21 ID# _____ or other Purchase Agreement ID #: _____

See instruction below- Must be dated prior to or at the time a purchase offer is made

• Environmental Review (“ER”)

Idaho Housing and Finance Association is the Responsible Entity for Idaho's HUD-CPD affordable housing development programs. IHFA will complete the necessary environmental review process.

A Purchase Option Agreement or Conditional Contract **must** include the 3 following ER limiting conditions language. This requirement can be met by completing one of the following:

- (1) Include the 3 ER disclosures below in the agreement/contract; OR
- (2) Legally attach this disclosure form to the agreement/contract by adding the Agreement ID Number to this form, and checking the "Buyer Exhibits Attached" box on the contract/agreement. This exhibit must be referenced as an attachment in the contract wherever appropriate; OR
- (3) Legally add this disclosure form to the agreement/contract as an addendum (RE-11). Reference the form by checking the "Buyer Addendum's Attached" box in the contract and where appropriate.

IHFA cannot accept a purchase option agreement or conditional contract without the ER disclosure language in the agreement/contract.

____ _	1	If Federal funds are used to purchase the property, it will be subject to the Environmental Review process, in accordance with 24 CFR Part 58. Notwithstanding any other condition in the contract, the Buyer has no obligation to purchase the property; No transfer of title or removal of environmental conditions can occur unless and until IHFA provides written notification that the appropriate level of environmental review is complete and clearance issued, pursuant 24 CFR Part 58. IHFA will use its best efforts to conclude the “ER” review and clearance process expeditiously.
____ _	2	All conditions must be met before the obligation to purchase and sell becomes binding.
____ _	3	The deposit will be a reasonable amount and refundable if conditions are not met; if non-refundable, the deposit must be \$ or less.

Seller Signature _____

Date _____

Seller Signature _____

Date _____

Buyer Signature _____

Date _____

• **Voluntary Sale Disclosures**

This letter is to inform _____ [Seller(s)]
 that _____ [Buyer] would like to purchase the
 property located at _____ [Property Address]. A description of prop-
 erty to be acquired (include any buildings that are considered a part of the property) _____

The Buyer is prepared to pay \$ _____ for clear title under the conditions described in the attached purchase and sales agreement.

Upon acceptance of the purchase offer, the property shall be appraised to establish fair market value. The owner/owner’s agent will be given the opportunity to accompany the appraiser during the appraiser’s inspection. If the appraised value differs from the purchase offer, the owner has the right to withdraw from the proposed sale.

Negotiations may result in a purchase price that is for the original estimated fair market value, an amount that exceeds it, or a lesser amount.

If the negotiated sales price is less than appraised market value, is the seller willing to donate the difference to affordable housing, to help provide HOME Match? *[If the Seller wishes to discount the sales price below appraised value as a donation to affordable housing, please include the "Acknowledgement of a Discounted Price" Form #2 with this form.]*

The Seller acknowledges that he/she has received notice of the fair market value and chooses to donate a portion of the value to the project by selling the property at a lower price as a donation to affordable housing in the amount of \$ _____.

Because Federal funds are anticipated in the purchase of this property, the following must be disclosed:

- (1) This sale is voluntary, neither the buyer nor the seller has the power of eminent domain or condemnation;
- (2) Buyer cannot acquire this property if negotiations fail to result in an amicable agreement;
- (3) Since the purchase is voluntary and considered an arm’s length transaction, the owner(s) is not eligible for relocation benefits, or any other assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA);
- (4) Buyer will make *every reasonable effort* to acquire the property expeditiously by negotiation; and
- (5) The property is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits;
- (6) No specific site or property needs to be acquired, although the person or agency (buyer) may limit their search for alternative sites to a geographic area;
- (7) If buyer wishes to purchase more than one site within a general geographic area, all owners will be treated similarly.

SELLER _____ DATE _____

SELLER _____ DATE _____

BUYER _____ DATE _____

• Uniform Relocation

*If Federal funds are used in any phase of the project, including acquisition, current or previous occupant(s) (except seller) may qualify for relocation assistance if they are defined as a **displaced person(s)**. Please read this section carefully!*

Seller Initials required

_____ Neither the Buyer nor the Seller has the Power of Eminent Domain or Condemnation. This sale is voluntary. Seller is not entitled to relocation benefits or assistance.

Has this property been occupied in the last 90 Days, including homeowner(s)? Yes No

Buyer And Seller(s) Initials required

A Tenant/Occupant cannot be forced to move out in order to sell a property when a project is assisted with federal funds, with the following exceptions:

The term "move-out" includes eviction, refusal to renew a lease, verbal/written notice to vacate, or any other action taken by an owner/owner agent that implies a tenant need to move out of the unit. There are three (3) allowable exceptions to this rule if proper documentation is provided, which includes tenant(s) signature and date:

- Tenant(s)/Occupant eviction/move-out that meets the definition of *Good Cause* as defined under Idaho's Landlord Tenant Act;
- Tenant/Occupant moved in knowing the property was for sale and was notified in writing they would be required to move out when the unit was sold;
- Tenant/Occupant chose to move-out for reason unrelated to the sale, i.e. school term ended, job relocation, found a better place to live, etc.).

Buyer Initials _____ **Seller(s) Initials** _____

List all persons (including Seller) who have occupied the property in the last 90 days (Attach additional information as needed).

Occupant Name	Date of Move-out	Current Mailing Address	Reason For Move-Out, i.e. Eviction, Tenant Notification, Sale Of Property, Other etc.	Do you have signed/dated documentation to verify the reason for move-out? Please attach

A General Information Notice (GIN) must be furnished to all current tenants (either living in the unit or on a signed lease agreement as of the date of this purchase agreement), including any new tenants (signing a lease on or the after the date of a purchase agreement). All tenants are required to sign the GIN. GIN must include the following information:

1. The property is under contract for sale with federal funds; and
2. Buyer’s relocation plan for current tenants
3. If a new tenant(s) move in after receiving the GIN they are not eligible for relocation assistance and may be required to vacate the property.

Please list all persons that occupied the property at any point in time during 90 days prior to the date of this purchase agreement (include all residential and/or commercial tenants) (Attach additional pages as needed):

Name(s)	Unit#	Dates of Occupancy	Owner (O) or Tenant (T)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Explain the circumstances surrounding all moves from the property within the past 90 days (eviction, voluntary move-out, etc.)

- 1) _____
- 2) _____
- 3) _____
- 4) _____

I hereby acknowledge I have received a copy of this Sale Disclosure Notice and will abide by the terms stated herein. I understand this sale is voluntary.

Owner(s)

Date

Owner(s)

Date

URA SAMPLE TENANT DISCLOSURE FORMS

EXISTING TENANT REPORT

This survey should be completed by owner/management. Include all units and all tenants. Report must be submitted with HOME application and then updated/submitted to IHFA on a monthly basis until project is complete

Owner's Name _____ **Property Name** _____ **Address** _____

Management Company _____ **Address** _____

Contact Name/ Phone Number _____ **Number of Units** _____

Unit No.	Size	Number Of Adults In Unit	Number Children In Unit	Names Of All Residents Living In Unit	Date Of Initial Occupancy	Section 8 Yes/No	Annual household income	30% Of Monthly Income	Current Rent	Allowances /Amenities Included In Rent

GENERAL INFORMATION NOTICE (GIN)

Tenant- THIS IS NOT A MOVE-OUT NOTICE

Dear _____ (Current Tenant(s))

On _____ (date), _____ (buyer's name) entered into an agreement with _____ (seller's name) to purchase the property you currently occupy at _____ (tenant address)

When the negotiations are complete and the sale of the property is final, certain improvements may be made to your unit. Because part of the funding may come from federal sources, this notice is required to inform you of your rights under federal law.

If, when the new owner acquires the property, you are required to move out of the entire project, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

If the property is acquired and you are required to move from the entire property and are eligible for relocation assistance, you will be notified of advisory services, which will include referrals to replacement housing.

If you are required to move from the entire property a 90-day advance written notice of the date you will be required to move out must be issued.

If you are required to move from the property, you may be eligible for expenses as defined under the Uniform Relocation Act and may be eligible for financial assistance to help you rent a replacement home. This unit must be comparable to your current residence

IF anyone moves in after you have received this notice, your assistance may be reduced.

PLEASE DO NOT MOVE AT THIS TIME

You are urged to continue to pay your monthly rent and meet all other tenant obligations. Failure to do so may be cause for eviction and a loss of relocation assistance.

This is not a notice to vacate the unit.

All Tenants/Occupants in the unit sign below

Tenant(s) Signature

Date

Tenant(s) Signature

Date

Tenant(s) Signature

Date

Manager/Owner/Agent

Date

**NOTICE TO NEW TENANT
(all new tenants sign)**

On (date) _____, _____ (buyer) entered into an agreement
With (sellers) _____ to
purchase the property located at _____ (address).

Part of the funding may come from federal sources.

The tenants in residence at the time the agreement was signed are protected by Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

As a new tenant, you are not eligible for relocation benefits. This notice is to inform you before you enter into any lease agreement and occupy a unit at the above address:

You may be displaced

You may be required to relocate temporarily

You may be subject to a rent increase

You will not be entitled to any relocation benefits provided under the URA. If you have to move or your rent is increased, you will not be reimbursed for any expenses incurred by you in connection with the move

If it is necessary for you to move permanently from the site, you will be given 90 days advance written notice

Please read this carefully before signing a rental agreement and/or moving into this property. If you have any question, please contact _____ at _____.

This notice is important and should be retained.

Tenant-Occupant

Date

Tenant-Occupant

Date

Owner-Agent

Date

MOVE-OUT VERIFICATION NOTICE

Exhibit O Voluntary Sales Disclosure | URA | Environmental Review Sample Forms

Manager's Name: _____

Property Address: _____

Tenant's Name: _____

Tenant's Address: _____

Date Moved In: _____ Date Moved Out: _____

Tenant To Complete the Following:

Tenant's Name: _____

New Address: _____

New Phone Number: _____

Tenant-Occupant Signature Date

Tenant-Occupant Signature Date

Owner-Agent Date

Exhibit O **Voluntary Sales Disclosure | URA | Environmental Review Sample Forms**
SAMPLE ELIGIBILITY FOR RELOCATION ASSISTANCE LETTER

Dear Tenant:

On _____ (date), you were notified of the possible plans to _____ (identify project). On _____ (date) this project was approved. This is a notice of eligibility for relocation assistance.

To carry out the project, it is necessary for you to relocate. However, you do not need to move now. When it is required, you will receive a written notice at least 90 days in advance of the move out date. At that time, you are entitled to relocation payments and other assistance in accordance with the Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).

The effective date of this notice is _____ (date of closing). You are now eligible for relocation assistance, including:

Counseling and Other Advisory Services

Payment for Moving Expenses. You may choose either (1) a payment for your actual reasonable moving and related expenses, or (2) if you prefer, a fixed payment of \$ _____ based upon a schedule established by the Department of Transportation.

Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. This payment is based on several factors, including the cost of a "comparable replacement home", the monthly rent and average utility costs for your present home, and 30 percent of your average gross household income.

Sincerely,

Tenant-Occupant Date

Tenant-Occupant Date

Tenant-Occupant Date

Owner-Agent Date

Exhibit O Voluntary Sales Disclosure | URA | Environmental Review Sample Forms
SAMPLE NOTICE OF NON-DISPLACEMENT LETTER

Dear Tenant:

On (date) _____, (buyer) _____ entered into an agreement with (seller) _____ to purchase the property you currently occupy at (address) _____.
When negotiations are complete and the sale is final, certain improvements may/will be made to the property.

This notice is to inform you that you will not be displaced from this project. Therefore, you are urged not to move anywhere at this time. (If you elect to move for reasons of your own or are evicted for good cause, you will not be provided relocation assistance.)

You are able to occupy your present apartment (or another suitable, decent, safe, and sanitary apartment in the same building). You must comply with standard lease terms and conditions.

If you are required move out of your apartment temporarily so that rehabilitation can be completed, suitable housing will be provided during that period of time. You will be reimbursed for reasonable additional expenses, including moving costs and any increase in housing costs.

Because federal funds are involved, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. If your rent is increased, your new rent (including the estimated average monthly utility costs) will not exceed 30% of the gross income of all adult members of your household.

Again, we urge you not to move. When the sale is final, be assured we will make every effort to accommodate your needs. If you have any questions, please contact

This letter should be retained for your records.

Tenant

Date

Tenant

Date

Owner-Agent

Date

SAMPLE NOTICE TO TEMPORARILY VACATE LETTER

Dear Tenant:

On (date) _____, (owner) _____ will begin rehabilitation of the building you currently occupy at (address) _____. Part of the funding comes from federal sources. Because of this, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (the URA).

In order to complete the work, it is necessary for you to vacate your home for approximately (construction time) _____. We have identified a temporary location for you to reside during the rehabilitation. (Name, address, description of the temporary location) _____.

(Owner) _____ will make every effort to accommodate you during this time of rehabilitation. You will be reimbursed for all reasonable extra expenses including moving costs and any increase in housing costs during this time. When the work on your unit is complete, you will be able to re-occupy your apartment or another suitable, decent, safe, and sanitary apartment in the same building.

You will need to temporarily move from your apartment by _____ (date).
(Owner) _____ will contact you to help you arrange for your move.
If you have any questions, you may contact

Contact Person _____
email and phone number _____

Thank you for your cooperation.

Management

Tenant-Occupant