NOTICE TO REAL PROPERTY OWNER/SELLER #2
WITH RIGHT TO WITHDRAW

Date:___________________

Owner/Seller(s):______________________________________________________

Buyers(s):____________________________________________________________

Address of Property in Sales Agreement:___________________________________

Dear Owner(s)/Seller(s):

Property owned by you has been contracted for purchase as referenced above. Because Federal funds may be used in the purchase of your property, we are required to disclose the following information by the U.S. Department of Housing and Urban Development (HUD) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act as amended (URA):

1. The proposed sale is voluntary. In the event negotiations fail to result in an agreement, the property will not be acquired by either voluntary purchase or eminent domain.

2. The fair market value of the property is estimated to be $__________________. However, since this transaction is voluntary, current or future negotiations may result in a different price that may be the same, higher or lower than this amount.

An owner-occupant who sells his or her property under these terms does not qualify as a displaced person for relocation payments. Additionally, any person who occupies the property for the purpose of obtaining assistance under the URA does not qualify as a displaced person. However, tenant-occupants displaced as a result of a voluntary acquisition may be entitled to URA relocation assistance and must be informed in writing as soon as feasible.

Any title deficiencies, liens or encumbrances on the property must be cleared prior to any closing. Generally, this is a cost that is borne by the Seller(s) of the property; however, payment of these costs may be negotiated between the Buyer(s) and Seller(s). No federal funds can be used to pay these costs.

In accordance with HUD requirements, if the information provided above is not disclosed before an option to purchase or contract has been executed between the Buyer(s) and the Seller(s), the Seller(s) must be provided the opportunity to withdraw from the agreement without penalty. Records indicate that the Seller(s) did not receive these disclosures prior to entering into an agreement with the Buyer(s). Therefore, the Seller(s) may elect to void or affirm the original agreement. If the Seller(s) voids the original agreement, a new agreement may be negotiated.

Should you have any questions, please feel free to contact Lilia Escobedo, with The City of Fort Worth, Neighborhood Services Department, at (817) 392-7395.

Receipt acknowledged this ______________ day of ________________________, 20___.

☐ Seller(s) elect to affirm the original agreement.
☐ Seller(s) elect to void the original agreement and renegotiate its terms.

_____________________________ ______________________________
Seller(s)  Seller(s)