

NOTICE OF REAL PROPERTY ACQUISITION

This Pre-Contract Agreement (Agreement) is for the property located at the following address:

in _____, _____ county, NC between the following parties:
City County

Buyer: _____ Address: _____

Seller: _____ Address: _____

Agreement Conditions

The Buyer is seeking low-income housing tax credits from the State of North Carolina to acquire property owned by the Seller to construct a multifamily rental project (Project). The development costs of the Project may be paid in part through state or federal funds, including, but not limited to, funding assistance from the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnership Program (HOME), national Housing Trust Fund (NHTF), Community Development Block Grant (CDBG) or Community Development Block Grant - Disaster Recover (CDBG-DR) (collectively, "Federal Financial Assistance"). In accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, and all rules and/or regulations implemented or promulgated thereunder, the Seller is hereby notified that:

Voluntary Sale

1. This sale is voluntary. The Buyer does not have the power of eminent domain and cannot acquire the property if negotiations fail to result in an agreement.
2. Because this is a voluntary transaction, the Buyer will be unable to acquire the property offered for sale if negotiations fail to result in an agreement.
3. The Buyer will inform the Seller of the property's estimated fair market value prior to acquisition.
4. In the event federal funds are used in the acquisition of the Seller's property, the Seller WILL NOT be entitled to any relocation benefits.
5. Any tenant legally occupying the property is eligible to receive relocation assistance and benefits as identified in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Timely Notices

1. The Seller authorizes the Buyer, the funding agency, or a designated representative to provide to each resident (if any) notices required by HUD's instructions found in HUD Handbook 1378.
2. The Seller authorizes the Buyer, the funding agency, or a designated representative to provide or permit to be provided a notice of denial to any person who wishes to apply to become a tenant. Before signing a lease and commencing occupancy, the person must be informed of the following:
 - A. If the Project is funded, the person may be displaced; and,
 - B. The person would not qualify as a "displaced person" as a result of the Project and would therefore not be eligible to receive relocation assistance or benefits.

Recordkeeping

1. The Seller agrees to provide the Buyer, the funding agency, or a designated representative the name and address of each resident (if any).

2. The Seller authorizes the Buyer, the funding agency, or a designated representative to survey each resident (if any) to determine relocation costs and housing needs.

According to the Real Properties Acquisition Policies Act of 1970 with HOME funds, an activity or series of activities in a Federal Financial Assistance funded project that are integrally related, each essential to the others, whether or not all of the component activities receive HUD financial assistance, are subject to HUD's implementing instructions.

Agreement Acceptance

The Buyer and Seller understand if the conditions of this Agreement are not complied with, either party may terminate the real property sales contract (Contract) by notifying the other party by certified mail, return-receipt requested, the Contract is terminated. The Buyer and Seller: 1) voluntarily accept these Agreement conditions; and, 2) agree to enter into a Contract for the property identified in this Agreement.

Name/Entity of Seller

Name (if Seller is an Entity)

Title

Signature of Seller

Date: _____

Must be executed before or simultaneous to the Option or Contract

Name/Entity of Buyer

Name (if Buyer is an Entity)

Title

Signature of Buyer

Date: _____

Must be executed before or simultaneous to the Option or Contract