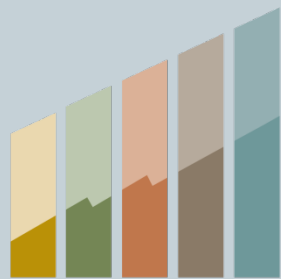


Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970



MONTANA

DEPARTMENT OF COMMERCE

COMMUNITY DEVELOPMENT DIVISION

**MONTANA HOME INVESTMENT PARTNERSHIPS
PROGRAM**

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM**



What is URA?



- **Established minimum standards for Federally funded programs and projects**
- **Provides protections for citizens and businesses**
- **Applies to acquisition, rehabilitation, or demolition of real property**

When Does URA Apply?



- **Are you considering using CDD-administered HUD funds?**

Impact



- **Project Implementation and Budget**
- **Grant Administration Time & Expense**
- **Personal Concerns**

Pre-Application Activities

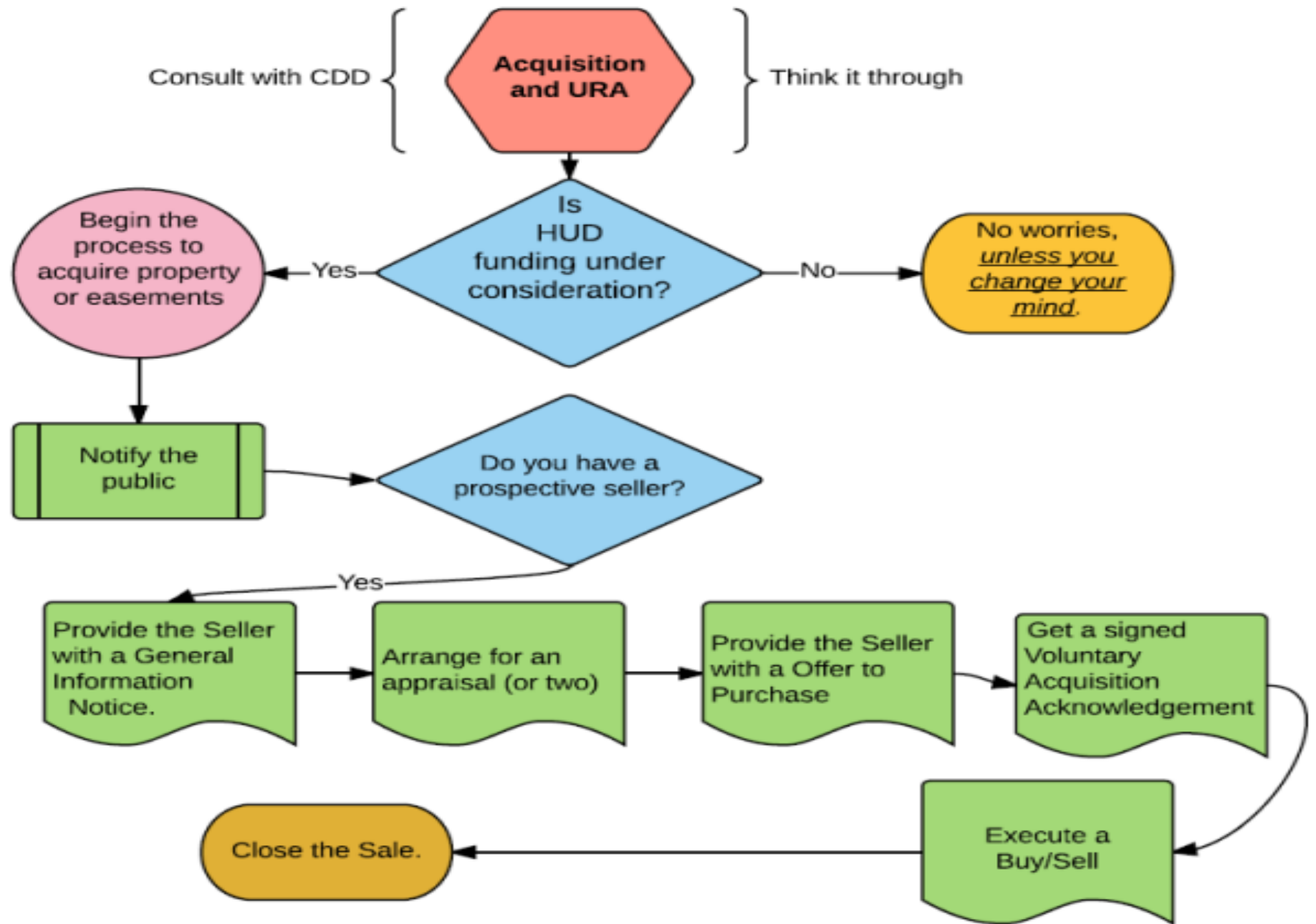


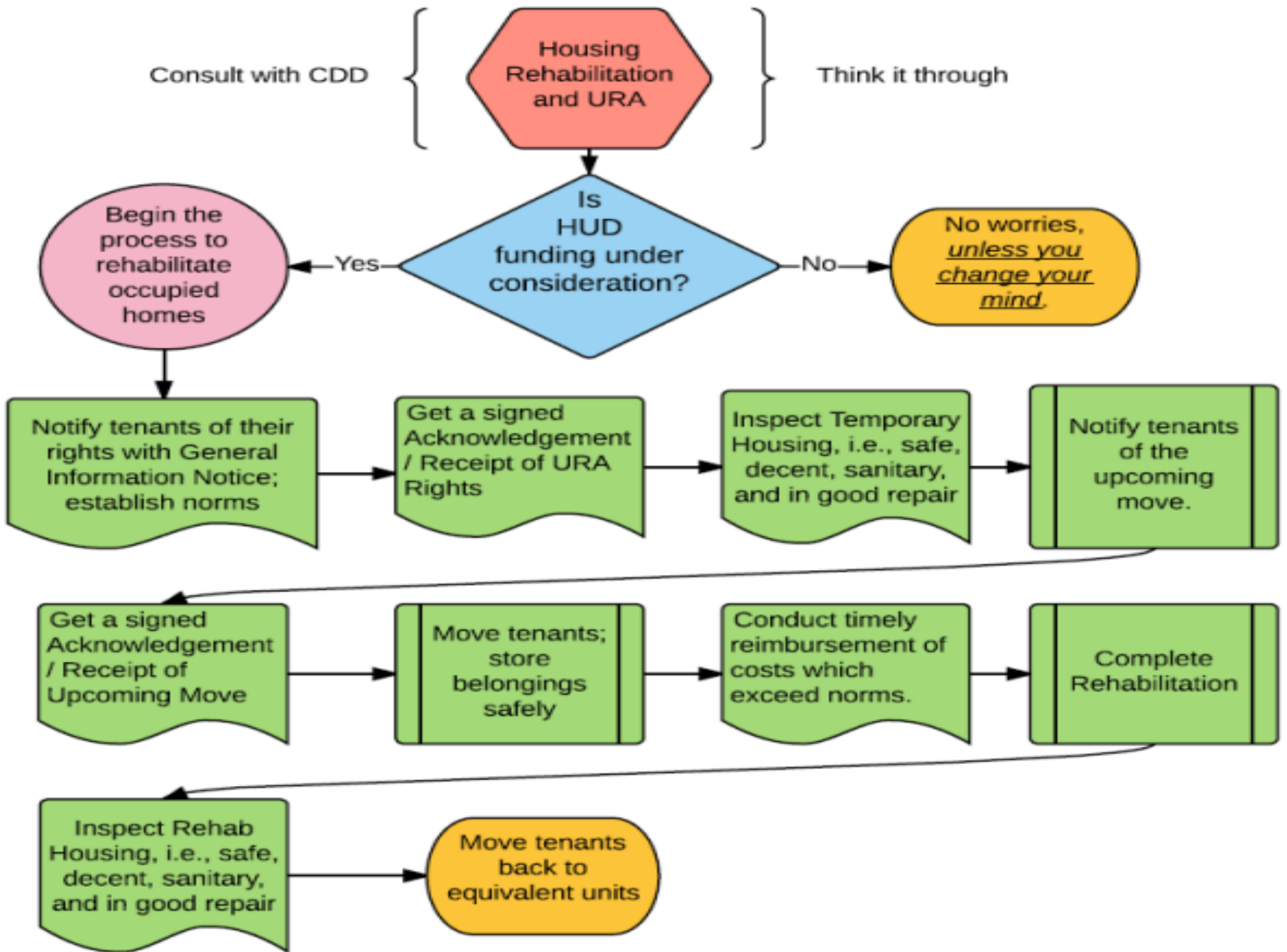
- **Notification**
- **Compliance with URA requirements**

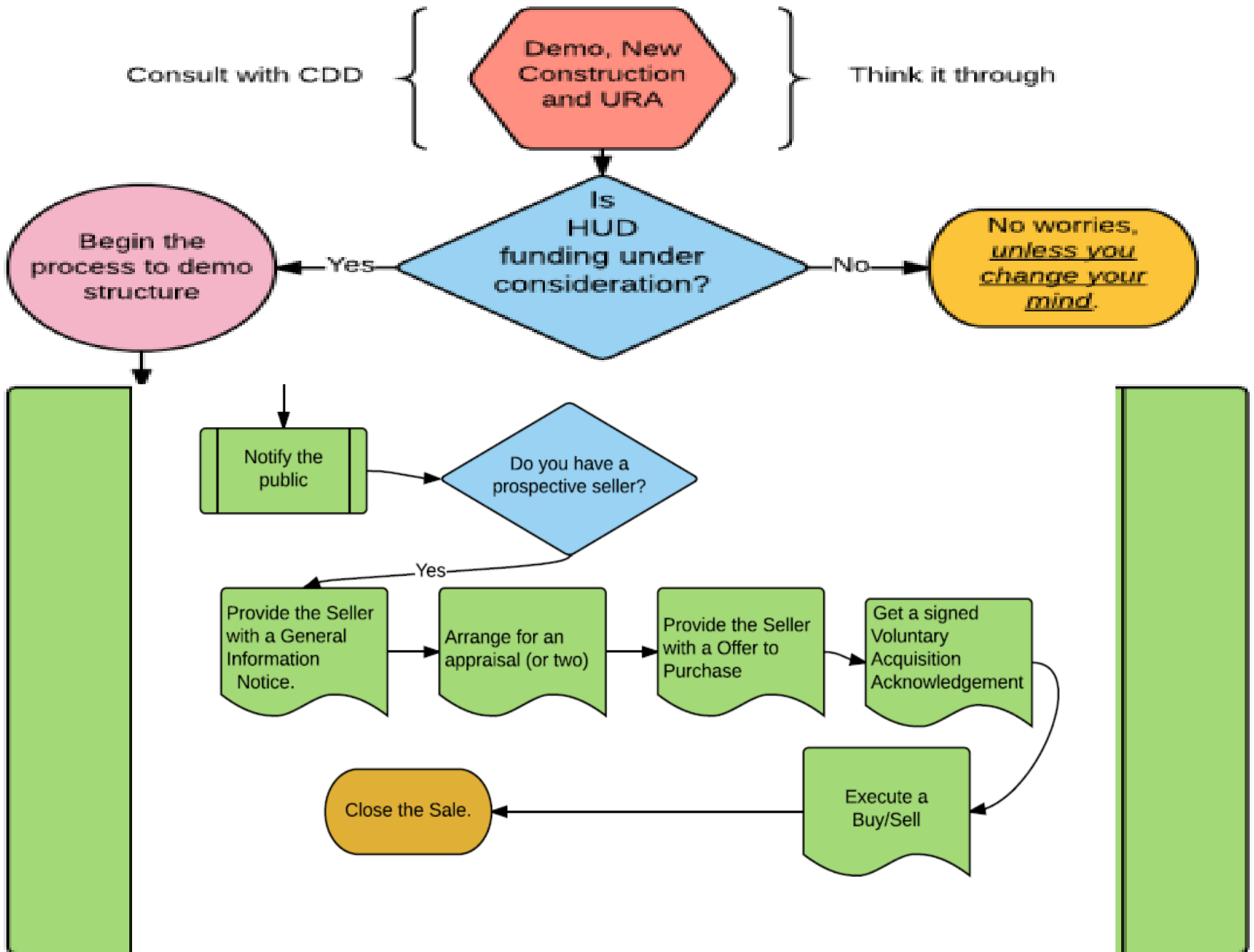
First Steps

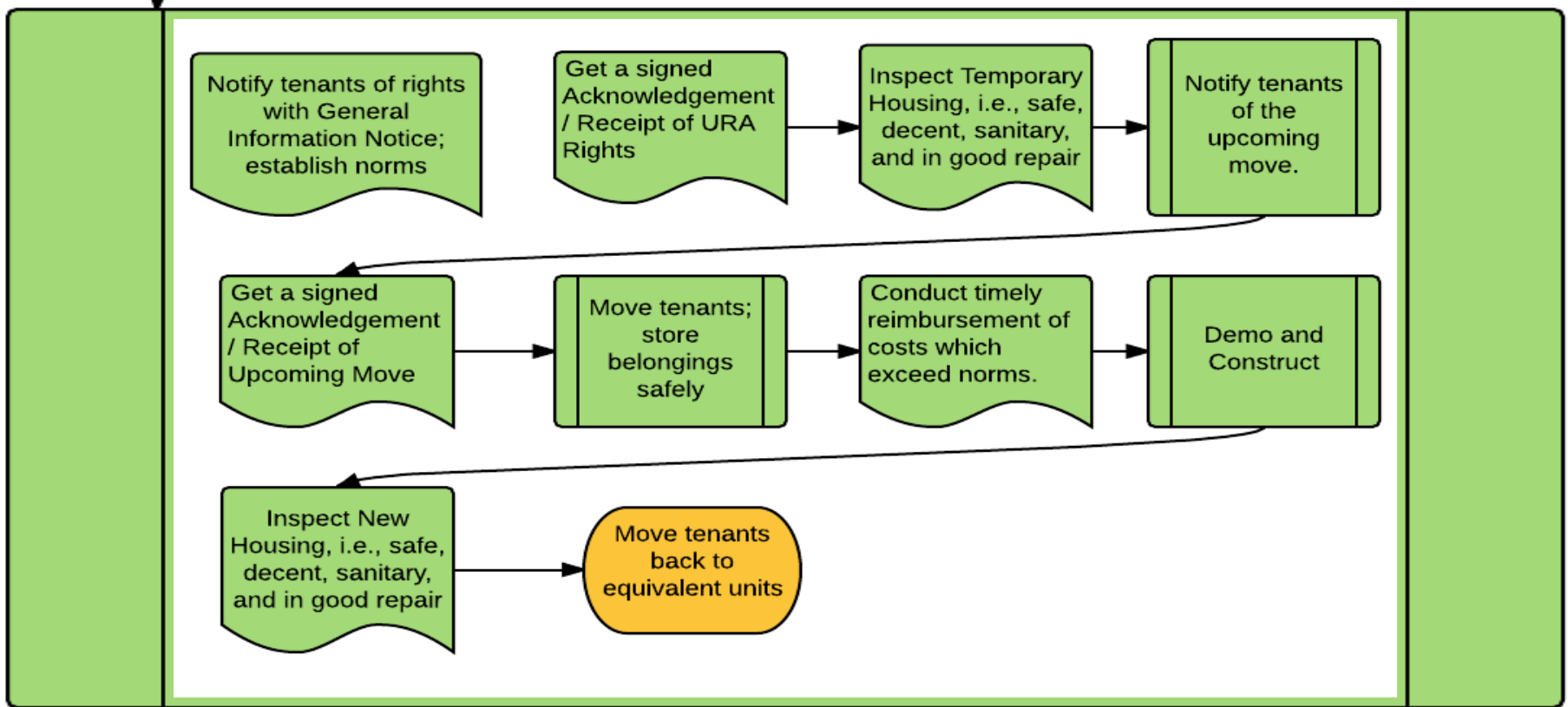
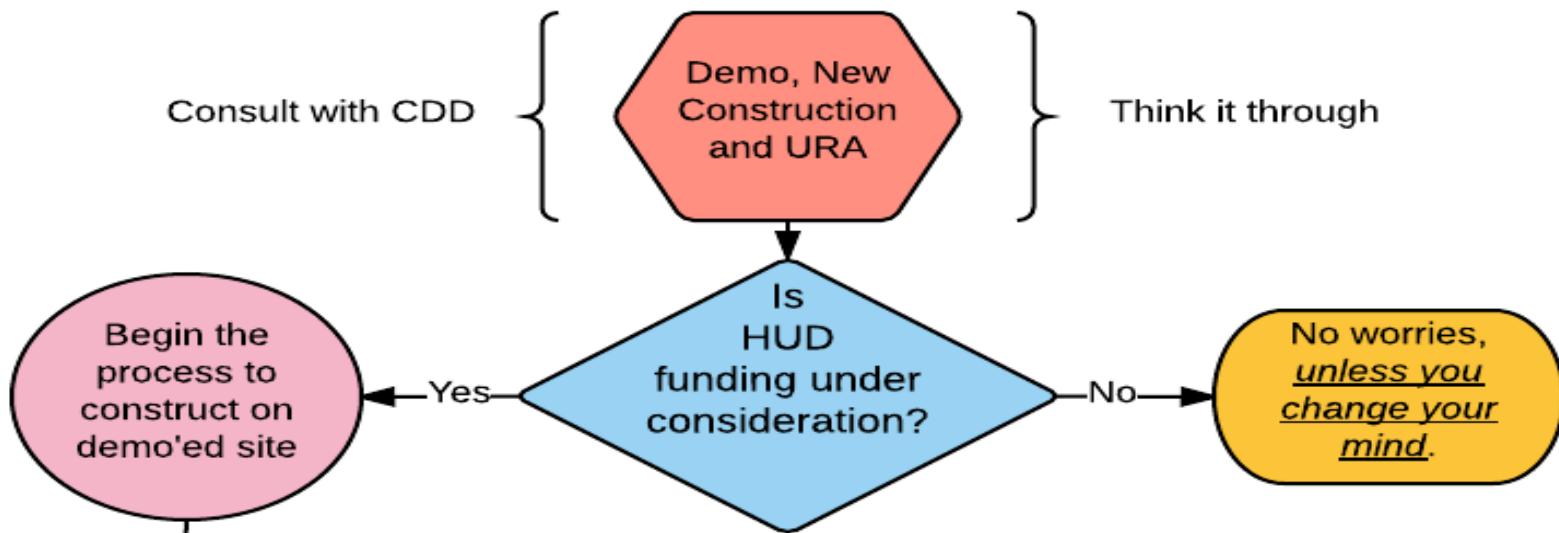


- **STOP**
- **Acquisition of real property or easements**
- **Housing rehabilitation projects**
- **Demolition and reconstruction**









Displacement



URA and Homebuyer Assistance



- **Timing**
 - Pre purchase agreement
- **Actions**
 - Notification of rights
 - Establish Fair Market Value
- **Documentation**
 - Voluntary Acquisition
 - Fair Market Value

Voluntary Acquisition Form Letter



HOMIE Investment Partnerships Program
Notice of Voluntary Arm's Length
Transaction



This form must be completed prior to the fully executed Purchase and Sales Agreement.

Date: _____
 Property Owner(s): _____
 Address: _____

 Subject Property: _____

 Buyer(s): _____

 Dear _____:

The Buyer wishes to purchase the property identified above if a satisfactory agreement can be reached. The Buyer has applied to use Federal Funds to assist with the acquisition of the property. The information contained herein is being disclosed to meet the requirements of the federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended (URA).

Seller and Buyer acknowledge and agree that the purchase of this property, using HOMIE homebuyer assistance funds, is subject to and shall be completely contingent upon the following:

1. This transaction is considered to be a voluntary acquisition (a willing seller who does not have to sell and a willing buyer who does not have to buy) under the URA.
2. The Buyer will not acquire the property offered for sale if negotiations fail to result in a satisfactory agreement. The Buyer does not have the right of eminent domain, nor will the Seller's property be acquired through condemnation.
3. The Buyer is prepared to purchase the property for \$ _____, which we believe represents the estimated fair market value.

Montana Department of Commerce
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Homebuyer Assistance

OR

While the fair market value of the property is estimated to be \$ _____, buyer is prepared to purchase the property for \$ _____.

4. The fair market value will be determined by a licensed certified appraiser. The seller will be notified in writing of the appraised fair market value. The seller will be notified in writing of the appraised fair market value before closing; the seller will be asked to sign a statement acknowledging receipt of the appraised value.
5. If fair market value differs from the estimated fair market value noted above, Seller has the right to withdraw from the sale with this Buyer.
6. In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policy (URA), owner-occupants who move as a result of a voluntary acquisition are not eligible for relocation assistance.
7. Properties with existing purchase and sales agreements may be considered for HOMIE assistance only if the owner is given written right to withdraw from the existing agreement, which can then be renegotiated upon disclosure of the HOMIE voluntary transaction notice.
8. The seller will be provided an appraisal or third party opinion of the property's fair market value and has a right to be compensated for the fair market value of his/her property.

ACCEPTANCE AND UNDERSTANDING

The Buyer and Seller understand that if the conditions of this agreement are not met, either party may terminate the Purchase and Sales Agreement by notifying the other party by certified mail, return-receipt requested, that the Purchase and Sales Agreement is terminated.

The Buyer and Seller:

Voluntarily accept the conditions of this agreement

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

OR

NON-ACCEPTANCE AND UNDERSTANDING

The Seller and Buyer understand the conditions of this agreement and have chosen not to accept the terms and conditions stated herein. As a result, no federal funds will be put into this project.

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

Montana Department of Commerce
Community Development Division

HOMIE Investment Partnerships Program
Homebuyer Assistance

Right to Withdraw Form Letter

HOME Investment Partnerships Program
Notice of Voluntary Arm's Length
Transaction and Seller's Right to Withdraw



This letter must be received by the seller prior to the acquisition if the Voluntary Agreement was not signed prior to the Purchase and Sales Agreement.

Date: _____

Property Owner(s): _____

Address: _____

Subject Property: _____

Buyer(s): _____

Dear _____:

On _____, we entered into an agreement to acquire your property for \$_____. Our records do not indicate that we made it clear to you that our effort to acquire your property is voluntary in nature, without any threat of eminent domain (condemnation), and/or that we informed you that we believe the estimated fair market value of your property to be \$_____. An appraisal or third party opinion determined that the fair market value of this property is \$_____, and has been provided to the seller. The seller has been informed of his/her right to be compensated for the fair market value of this property.

Because we failed to advise you of one or both of the above, we wish to offer you the opportunity to withdraw from your agreement to sell, without penalty. In order to proceed, it is necessary that you complete, sign, and return this letter to us indicating your decision **not** to withdraw from our agreement.

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 Act of 1970 (URA) or any other law or regulation.

In light of the voluntary nature of the sale, please select one of the following:

- I choose to affirm the terms and conditions of the existing purchase and sale agreement, or
- I choose to void the existing purchase and sale agreement

Montana Department of Commerce
Community Development Division

HOME Investment Partnerships Program
Homebuyer Assistance

Owner signature: _____ Date: _____

If you have any questions about this notice, please contact _____ at _____.

Sincerely,

(Signature and title of Buyer Representative)

(Date)

Montana Department of Commerce
Community Development Division

HOME Investment Partnerships Program
Homebuyer Assistance

Resources



- Department of Commerce HOME Program
 - <http://housingcdd.mt.gov>
- Department of Commerce CDBG Program
 - <http://comdev.mt.gov/CDBG/cdbggrantadminmanual.mcp>
- HUD Handbook 1378
 - http://portal.hud.gov/hudportal/HUD?src=/program_offices/administration/hudclips/handbooks/cpd/13780

Questions?



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