

NSP3 - Sales Contract Addendum & Notice to Seller

CITY OF PALM COAST NSP3

Sales Contract Addendum and Notice to Seller

ADDENDUM# _____ dated _____ to the Contract of Sale dated _____, between Buyer _____ and Seller _____, for the Property known as _____.

The Buyer will utilize Neighborhood Stabilization Program 3 (NSP 3) funds for purchase and repair of the property under the federally funded NSP 3. The City of Palm Coast NSP 3 Program is administered by City of Palm Coast

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 provided additional funding for the NSP program originally approved under Section 2301(d)(1) of the Housing and Economic Recovery Act (HERA) of 2008, NSP and NSP 3 (which is governed by [75 FR 64322](#)) “requires that any acquisition of a foreclosed-upon home or residential property under NSP 3 be at a discount from the current market-appraised value of the home or property and that such discount shall ensure that purchasers are paying below-market value for the home or property. “Section 2301(d)(1) of HERA requires an appraisal for purposes of determining the statutory purchase discount. This appraisal requirement applies to any NSP 3-assisted acquisition of a foreclosed-upon home or residential property.” All acquisitions under the City of Palm Coast NSP 3 must be voluntary acquisitions. All acquisitions must be for vacant properties and must not displace legal occupants of property. The following provisions are included in and supersede any conflicting language in the Contract. Buyer and Seller agree the contract is subject to approval and compliance with federal and local requirements for the City of Palm Coast NSP 3 Program:

Requirements

A. Purchase Discount

Federal Regulations for the NSP 3 Program require that properties acquired with NSP 3 funding be discounted a minimum of 1% from the current appraised value, as determined by an appraisal. The Purchase Price offered in this Contract of Sale reflects that discount, based on a current appraisal. **OR**

B. Appraisal Contingency

The Contract is contingent upon Buyer/Seller obtaining an appraisal of the Property. The appraisal will be at Buyer/Seller’s expense and must be performed by a Florida licensed appraiser. The appraisal must be completed within 60 days of the offer on the property.

