

CITY OF CARSON
PLANNING COMMISSION
RESOLUTION NO. 20-2695

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF CARSON APPROVING RELOCATION
IMPACT REPORT NO. 05-20 FOR MITIGATION OF
RELOCATION IMPACTS OF CLOSURE OF IMPERIAL
AVALON MOBILE ESTATES**

WHEREAS, on March 26, 2020, the Department of Community Development received an application from Imperial Avalon, LLC for real property owned by Imperial Avalon, LLC (“Park Owner”) located at 21207 S. Avalon Blvd. and legally described in Exhibit “A” attached hereto, which is currently in operation as a mobilehome park known as Imperial Avalon Mobile Estates (the “Park”), requesting approval of Relocation Impact Report No. 05-20 (“RIR”), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference, to determine relocation impacts and relocation impact mitigation measures related to the applicant’s proposed closure of the Park; and

WHEREAS, the application was accepted as complete by the Director of Community Development (“Director”) on April 8, 2020; and

WHEREAS, on April 10, 2020, in accordance with Carson Municipal Code Section 9128.21(D), the Director mailed a copy of the RIR and related appraisal documentation via certified mail to all residents of the Park and all nonresident owners of mobile homes in the Park, and gave notice by certified mail to the applicant, the residents, and any nonresident owners of mobile homes in the Park of the date, time and place for hearing of the application by the City’s Planning Commission on May 13, 2020; and

WHEREAS, studies and investigations were made and a staff report with recommendations was submitted, and the Planning Commission, upon giving the required notice, did on the 13th day May, 2020, conduct a duly noticed public hearing as required by law to consider the RIR.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and are incorporated herein by reference as findings of fact.

SECTION 2. Upon review of the RIR and consideration of the written and oral evidence received at the hearing, the Planning Commission further finds as follows:

- a) Pursuant to Government Code Section 65863.8, the applicant has satisfactorily verified and demonstrated to the City that all Park residents and mobilehome owners have been notified of the proposed Park closure and the Planning Commission’s hearing on the RIR in the manner prescribed by law or local regulation, including Carson Municipal Code Section 9128.21(D).

- b) As required by Carson Municipal Code Section 9128.21(C)(6), the on-site and off-site value of each of the mobilehomes in the Park have been appraised. The appraisal was conducted by certified appraiser James Netzer, MAI, and his appraisal report, which was filed with the City in connection with the RIR, is available at <https://tinyurl.com/y76e7mdr>, and is incorporated herein by reference. Mr. Netzer's valuation conclusions were peer reviewed, and proposed adjustments were calculated, by certified appraiser James Brabant, MAI. Mr. Brabant's peer review report is available at <https://tinyurl.com/ya33el49>, and is incorporated herein by reference, and his summaries/special calculations are available at <https://tinyurl.com/y9xtkh6f>, and are incorporated herein by reference.
- c) With the adjusted on-site appraisal valuation figures prepared by Mr. Brabant included within the proposed payments pursuant to Option B (as detailed below), the RIR provides reasonable measures to mitigate the adverse impact of the Park closure on the ability of the Park residents to be displaced to find alternative housing. Without limitation, the RIR provides for applicant to take the following measures to mitigate the adverse impacts on the Park residents to be displaced by the Park closure:
1. (Option A) In situations *where it is feasible to relocate a mobile home* to a comparable park within a reasonable distance and the mobile home owner (with the assistance of the relocation specialist provided by applicant) has located a new location that will accept the coach, mitigation shall be provided as follows:
 - A. Reimbursement of the actual cost to relocate the mobile home, including without limitation, to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures (awnings, skirting, porches, carports, storage structures, skirting, etc.) to another mobile home park within 50 miles of the Park;
 - B. Payment of a lump sum to compensate for first and last month's rent and any security deposit at the new mobile home park;
 - C. Payment of a lump sum to compensate for any differential between rental rate at the Park and the new mobile home park in the first year of the new tenancy;
 - D. Transportation of the mobile home will be provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;
 - E. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
 - F. Payment up to \$1,500 for necessary modifications to the mobile home to accommodate a disabled person within the replacement park, if the current mobile home has already been modified;
 - G. Services of a relocation specialist to assist mobile home owners through aspects of the relocation.
 2. (Option B) In situations *where it is not feasible to relocate the mobile home* to a comparable park within a reasonable distance, and the mobile home owner procures/acquires a replacement dwelling or rental unit, mitigation shall be provided as follows to every resident who selects this option:

- A. Lump sum payment to the mobile home owner by the Park Owner in the amount of the appraised on-site investment value of the mobile home (as appraised by James Netzer, MAI, with adjustments pursuant to peer review by James Brabant, MAI, as set forth in the table found in the Brabant appraisal documentation linked in Section 2(b), above), in exchange for delivery of mobile home title to the Park Owner without any lien attached. A breakdown of the number of homes falling into the respective valuation ranges is set forth in the following table:

Value Range	Number of Mobile Homes
Less than \$40,000	46
\$40,000-\$60,000	40
\$61,000-\$80,000	29
\$81,000-\$100,000	38
\$101,000-\$120,000	33
\$121,000 and Greater	15
Average Value: \$76,160	

- B. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
- C. Services of a relocation specialist to assist residents through aspects of the relocation; and
- D. The Park Owner will pay for the cost of disposing of the dwelling unless an existing lien was placed on coach after September 21, 2019, or should a pre-September 2019 loan be in default.
3. (Option C) In situations *where it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and the resident mobile home owner qualifies as an extremely low income, very low income, or low income household* that desires to relocate to an available rental unit owned by an affiliate of the Park Owner, either within the Park property or located nearby, mitigation will be provided by the Park Owner as follows, to each and every mobile home owner who so qualifies and who selects this option:
- A. Lump sum payment to the mobile home owner by the Park Owner based upon thirty-percent (30%) of the appraised on-site investment value (as appraised by James Netzer, MAI, with adjustments pursuant to peer review by James Brabant, MAI, as set forth in the table found in the Brabant appraisal documentation linked in Section 2(b), above) of the mobile home in exchange for (i) delivery of mobile home title to the Park Owner free of any lien or other encumbrance, and (ii) guaranteed future tenancy as described below;

- B. Guaranteed right to tenancy at Park Owner-affiliated development for ten (10) years at Affordable Housing rent levels, consistent with the resident's income qualifications. Annual lease rate adjustments will be based on U.S. Department of Housing and Urban Development (HUD) income limits in the County of Los Angeles and the related Maximum Allowable Rents Levels. Lease mitigation is available/payable solely to the resident registered owner of the mobilehome at the time of the agreement;
 - C. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
 - D. Services of a relocation specialist to assist residents through aspects of the relocation; and
 - E. The Park Owner will pay for the cost of disposing of the dwelling.
4. For tenants of Park-owned mobilehomes, the Park Owner shall pay the renter a fixed payment based on the federal fixed move schedule for the State of California to assist the renter with moving their personal property to a replacement dwelling provided the renter and all other occupants of the mobilehome permanently vacate the Park.
 5. Where services of a relocation specialist are to be provided as set forth herein, a relocation specialist shall be made available to assist mobilehome owner residents with their relocation assistance needs, up to 12 hours per household or more as may be granted by the Park Owner, which shall include the following:
 - A. Be available to provide an explanation of benefits, so residents have a full understanding of the issues related to the closure of the mobile home park;
 - B. Provide assistance as needed and requested to lessen hardships by working with real estate agents, property managers, lenders, health care providers and others;
 - C. Search for available replacement dwellings within and outside of Carson or in the area desired by the resident;
 - D. Provide assistance in claiming relocation assistance funds from the Park Owner; and
 - E. Other individual assistance that may be required on a case-by-case basis.
 - d) The RIR addresses the availability of adequate replacement housing in mobilehome parks. The RIR also addresses relocation costs, including the costs of moving a mobilehome and purchasing an available mobilehome in another park or other available housing.
 - e) In preparation of the RIR, the applicant, with assistance from Overland, Pacific & Cutler, Inc., conducted a survey of all mobilehome parks within a 30 mile radius of the Park, and all comparable mobilehome parks within a 50 mile radius of the Park, and identified 13 available spaces that may potentially accept mobilehomes from the Park. The RIR also asserted that according to generally accepted standards and practices among mobile home park operators, a park will only consider accepting mobilehomes that are less than 10 years old and in good condition. Only 10 of the

existing mobilehomes in the Park meet this 10-year age standard, regardless of condition. Therefore, based on the limited availability of spaces in other parks in the vicinity and the limited number of sufficiently new mobilehomes in the Park, it is expected that only a very limited number of mobilehomes in the Park (10 or fewer) may be feasibly relocated to a comparable mobilehome park within a 50-mile radius of the Park. Therefore, it is anticipated that the vast majority of mobilehome owner residents of the Park will ultimately select and be provided with relocation benefits in accordance with either Options B or C. Additionally, even Park residents who qualify for Option A will have the opportunity to select Options B or C if they prefer.

- f) The RIR identified 326 mobilehomes available for purchase within 50 miles of the Park (323 of which were within 30 miles), with purchase prices as low as \$15,250, in addition to many available apartments and condominiums. Residents who cannot feasibly relocate their mobilehome and who select benefit Option B in the RIR will be able to use their lump sum payment to purchase such available housing. Residents who are low income and cannot afford to purchase such available housing will have the option of relocating into affordable housing provided by the Park Owner, in addition to receiving payment of 30% of the appraised adjusted on-site value of their mobilehome, pursuant to Option C.
- g) The total of the relocation impact mitigation measures proposed in the RIR and required pursuant to this Resolution does not exceed the “reasonable costs of relocation” for purposes of Government Code Section 65863.7 and Carson Municipal Code Section 9128.21.

SECTION 3. The Planning Commission further finds that approval of the RIR is not subject to review under the California Environmental Quality Act (“CEQA”) because the RIR does not constitute a “project” within the meaning of CEQA. (Pub. Res. Code §21065; 14 CCR §15378). Approval of the RIR does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Approval of the RIR relates only to the determination of the measures required to be taken by the applicant to mitigate the adverse impacts on Park residents who will be displaced by the closure of the Park, as authorized and required by applicable law. Additionally, approval of the RIR does not constitute “approval” of any “project” for purposes of CEQA, because the RIR is not a project, and because approval of the RIR does not commit the City to a definite course of action or foreclose options or alternatives in regard to any project intended to be carried out by any person, including the applicant, and because it does not constitute a commitment to issue or the issuance of a discretionary contract, grant, subsidy, loan, or other form of financial assistance, lease, permit, license, certificate, or other entitlement for use of a project (14 CCR §15352).

SECTION 4. The Planning Commission of the City of Carson, pursuant to the findings noted above, does hereby approve RIR No. 05-20, attached hereto as Exhibit “B,” subject to the RIR Conditions attached hereto as Exhibit “C.” The RIR approval pursuant to this section shall expire, and the RIR as approved pursuant hereto shall become automatically null and void, if the conversion of the Park has not occurred within 48 months of the effective date of approval of the RIR as set forth in Section 5 of this Resolution, unless extended as provided in Carson Municipal Code Section 9128.21(I)(2).

SECTION 5. This decision of the Planning Commission shall become effective and final 15 days after the date of adoption of this Resolution unless an appeal is filed in accordance with Sections 9128.21(F) and 9173.4 of the Zoning Ordinance.

SECTION 6. The Secretary of the Planning Commission shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 13th day of May, 2020.

Pimentel (COVID signature)

Ramona

CHAIRPERSON

ATTEST:

SECRETARY

Denise Bothe (COVID signature)

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF CARSON IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 71206, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1400, PAGES 1 TO 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM PORTIONS OF SAID LAND ALL MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, AS EXCEPTED IN DEED RECORDED DECEMBER 08, 1960 AS INSTRUMENT NO. 1520 OFFICIAL RECORDS, AND IN DEED RECORDED MAY 18, 1959 AS INSTRUMENT NO. 590 OFFICIAL RECORDS.

APN: 7337-001-025, -026, -027, -028, -029

EXHIBIT “B”

RELOCATION IMPACT REPORT NO. 05-20

Available at <https://tinyurl.com/yavtu8nt> and on-file with the City’s Community Development Department.

EXHIBIT “C”

CONDITIONS OF RIR NO. 05-20

1. The property owner and applicant shall execute and record a certificate of acceptance of these conditions within 30 days of the date of adoption of the Planning Commission Resolution No. 20-__ (the “Resolution”), Approving RIR No. 05-20 (the “RIR”).
2. The property owner and applicant, and their successors and assigns (“Park Owner”) shall comply with all applicable state and local laws and regulations, and these conditions, in connection with implementation of the RIR, including with respect to all required relocation impact mitigation measures.
3. Any proceeding for revocation of the RIR shall be initiated and conducted in accordance with Carson Municipal Code (“CMC”) Section 9128.21(I)(3).
4. Any modification of these conditions, including additions or deletions, may be considered upon filing of an application by the owner of the subject property or his/her authorized representative in accordance with CMC Section 9173.1. Notwithstanding the foregoing, any modification of relocation impact mitigation measures subsequent to adoption of the Resolution shall be processed in accordance with CMC Section 9128.21(G).
5. If any of these conditions alters a commitment made by the Park Owner in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.
6. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. Unless otherwise specified herein, all agreements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Park Owner shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to the Reimbursement Agreement entered into between the City and Park Owner dated December 16, 2019.
7. Park Owner, and each of them, for themselves and their successors in interest (“Indemnitors”), agree to defend, indemnify and hold harmless the City of Carson, its agents, officers, and employees, and each of them (“Indemnitees”), from and against any and all claims, liabilities, damages, losses, costs, fees, expenses, penalties, errors, omissions, forfeitures, actions, and proceedings (collectively, “Claims”) against Indemnitees to attack, set aside, void, or annul the RIR approval that is the subject of these conditions, and any Claims against Indemnitees which are in any way related to Indemnitees’ review of or decision upon the RIR (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnitees pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnitees which are in any way related to any damage or harm to people or property, real or personal, arising from consideration or approval of the RIR or Indemnitors’ operations related thereto or in furtherance thereof. The City will promptly notify Indemnitors of any such claim, action or proceeding against Indemnitees, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnitees’ associated legal costs, or shall advance funds assessed by the City to pay for the defense of the matter by the City Attorney. In the event the City opts for Indemnitors to undertake defense of the matter, the City will cooperate reasonably in the defense, but retains the right to settle or abandon the matter subject to Indemnitors’ consent, which consent shall not be unreasonably withheld. In the event the City undertakes defense of the matter, Indemnitors shall provide a deposit to the City in the amount of 20% of the City’s estimate, in its reasonable discretion, of the cost of litigation, and shall make additional deposits as requested by the City to keep the deposit at such level. If Indemnitors fail to provide or maintain the deposit, Indemnitees may abandon defense of the

action and Indemnitors shall pay all costs resulting therefrom and Indemnitees shall have no liability to Indemnitors.

8. Pursuant to the voluntary promise of Park Owner to the City and the Park residents, the Park Owner shall not commence closure of the Park (including not compelling any resident to vacate the Park) until January 1, 2022, at earliest.

9. Park Owner shall perform the relocation impact mitigation measures set forth in the RIR, as approved pursuant to the Resolution, in accordance with the procedures, terms, conditions and requirements set forth in the RIR as approved by City, including in accordance with these conditions. The required relocation impact mitigation measures include but are not limited to the following:

- a. (Option A) In situations where it is feasible to relocate a mobile home to a comparable park within a reasonable distance, and the mobile home owner (with the assistance of the relocation specialist as needed) has located a new location that will accept the coach, mitigation shall be provided as follows:
 - i. Reimbursement of the actual cost to relocate the mobile home, including without limitation, to disassemble, transport, reassemble and level the mobile home and all permitted moveable accessory structures (awnings, skirting, porches, carports, storage structures, skirting, etc.) to another mobile home park within 50 miles of the Park;
 - ii. Payment of a lump sum to compensate for first and last month's rent and any security deposit at the new mobile home park;
 - iii. Payment of a lump sum to compensate for any differential between rental rate at the Park and the new mobile home park in the first year of the new tenancy;
 - iv. Transportation of the mobile home will be provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;
 - v. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
 - vi. Payment up to \$1,500 for necessary modifications to the mobile home to accommodate a disabled person within the replacement park, if the current mobile home has already been modified;
 - vii. Services of a relocation specialist to assist mobile home owners through aspects of the relocation.

Notwithstanding the foregoing or any other provision of these conditions, qualification for Option A will not preclude any resident from selecting Option B or C if he or she prefers such other option, subject to satisfaction of applicable low income requirements for Option C.

- b. (Option B) In situations where it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and the mobile home owner procures/acquires a replacement dwelling or rental unit, mitigation shall be provided as follows:
 - i. Lump sum payment to the mobile home owner by the Park Owner in the amount of the appraised on-site value of the mobile home (as appraised by James Netzer, MAI, and as adjusted pursuant to peer review by James Brabant, MAI, as set forth in his appraisal review report available at <https://tinyurl.com/ya33el49>) (pp. 12-15, right-most column, entitled "Adjusted On-Site Value [Rounded]"), in exchange for delivery of mobile home title to the Park Owner without any lien attached. Payments made to

- residents will be net of sums required to pay off existing liens and encumbrances on the subject mobilehome.
- ii. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
 - iii. Services of a relocation specialist to assist residents through aspects of the relocation; and
 - iv. The Park Owner will pay for the cost of disposing of the dwelling unless an existing lien was placed on coach after September 21, 2019, or should a pre-September 2019 loan be in default.
- c. (Option C) In situations where it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and the resident mobile home owner qualifies as an extremely low income, very low income, or low income household that desires to relocate to an available rental unit owned by an affiliate of the Park Owner, either within the Park property or located nearby, mitigation will be provided by the Park Owner as follows, to each and every mobile home owner who so qualifies and who selects this option:
- i. Lump sum payment to the mobile home owner by the Park Owner based upon thirty-percent (30%) of the appraised on-site value of the mobile home (as appraised by James Netzer, MAI, and as adjusted pursuant to peer review by James Brabant, MAI, as set forth in his appraisal review report available at <https://tinyurl.com/ya33el49>) (pp. 12-15, right-most column, entitled "Adjusted On-Site Value [Rounded]") in exchange for (i) delivery of mobile home title to the Park Owner free of any lien or other encumbrance, and (ii) guaranteed future tenancy as described below;
 - ii. Guaranteed right to tenancy at Park owner-affiliated development for ten (10) years at Affordable Housing rent levels, consistent with the resident's income qualifications. Annual lease rate adjustments will be based on U.S. Department of Housing and Urban Development (HUD) income limits in the County of Los Angeles and the related Maximum Allowable Rents Levels. Lease mitigation is available/payable solely to the resident registered owner of the mobilehome at the time of the agreement;
 - iii. Payment of moving costs associated with moving all personal property, allowance to be determined based on the most current federal fixed move schedule for the state of California and the size of the displacement dwelling and/or professional mover bids;
 - iv. Services of a relocation specialist to assist residents through aspects of the relocation; and
 - v. The Park Owner will pay for the cost of disposing of the dwelling.
- d. For non-resident owners of mobilehomes, if the dwelling is non-relocatable, such owners may be eligible to only receive payment for the dwelling based on the off-site value, or payment for relocation of the dwelling, subject to individual negotiation and clarification of mobile home title and verification of residence in the park. In consideration of Park rules which prohibit mobile home owners from subleasing to non-owner residents, any issues or conflicting information concerning mobile home ownership, violation of any Park rules, and verification of residence in the Park must be provided prior to any mitigation payment being provided.
- e. For tenants of Park-owned mobilehomes, the Park Owner shall pay the renter a fixed payment based on the federal fixed move schedule for the State of California to assist the renter with moving their personal property to a replacement dwelling provided the renter and all other occupants of the mobilehome permanently vacate the Park.

- f. Where services of a relocation specialist are to be provided as set forth herein, a relocation specialist shall be made available to assist mobilehome owner residents with their relocation assistance needs, up to 12 hours per household or more as may be granted by the Park Owner, which shall include the following:
 - i. Be available to provide an explanation of benefits, so residents have a full understanding of the issues related to the closure of the mobile home park;
 - ii. Provide assistance as needed and requested to lessen hardships by working with real estate agents, property managers, lenders, health care providers and others;
 - iii. Search for available replacement dwellings within and outside of Carson or in the area desired by the resident;
 - iv. Provide assistance in claiming relocation assistance funds from the Park Owner; and
 - v. Other individual assistance that may be required on a case-by-case basis.

10. Procedures for claiming of benefits and other relocation plan logistics not addressed in these conditions shall be as stated in the RIR (see pp. 19-22). In the event of any ambiguity or uncertainty, the relocation specialist will work with the affected resident(s) to resolve the issue in a mutually agreeable fashion, and any such issues that cannot be resolved between the relocation specialist and the resident(s) shall be subject to final determination by the Director.

11. Pursuant to CMC Section 9128.21(H), within 45 days of the date of adoption of the Resolution, Park Owner shall send an initial/early notice to all Park residents and mobilehome owners referencing approval of the RIR and specifying the intended date of termination of the respective tenancies, which date shall be no earlier than January 1, 2022. Park Owner shall then provide further notices to Park residents and mobilehome owners as follows: (i) a 180-day (6 month) notice of termination; (ii) a 90-day notice of termination; (iii) a 60-day notice of termination; and (iv) a 30-day notice of termination. All such notices shall be sent via certified mail or personally delivered to all intended recipients on or before commencement of the respective notice periods in relation to the anticipated date of Park closure, which shall be no earlier than January 1, 2022.

12. Park residents may be required to select in writing their choice of a relocation impact mitigation assistance package option (e.g., Option A, B, or C) after final approval of the RIR has become effective and the resident receives the required 6-month notice of termination of tenancy. If a Park resident has failed or refused to select a relocation assistance option by the Park closure date (which shall be no earlier than January 1, 2022), the following relocation assistance packages shall be automatically applied: (i) in situations where it is feasible to relocate the mobilehome to a comparable mobilehome park within 50 miles of the Park - Option A; (ii) in situations where it is not feasible to relocate the mobilehome to a comparable mobilehome park within 50 miles of the Park, and the resident does not constitute a low, very low, or extremely low income household – Option B; (iii) in situations where it is not feasible to relocate the mobilehome to a comparable mobilehome park within 50 miles of the Park, and the resident constitutes a low, very low, or extremely low income household – Option C.

13. The determination of whether it is feasible to relocate a mobilehome, for purposes of determining qualification for Option A, is to be determined by the relocation specialist in accordance with the RIR and the language of CMC Section 9128.21(E)(7) (i.e., “a mobilehome [that] cannot be relocated within a reasonable distance to a comparable park”), and is subject to final approval of the Director in the event a mobile home owner disputes the determination of the relocation specialist. “Within a reasonable distance,” for purposes of this determination, shall mean and be interpreted as “within 50 miles” unless a resident agrees to a greater distance.

14. Any relocation impact mitigation payments by the Park Owner may be conditioned as provided in the RIR (as approved by the City), including being conditioned on the completion of actual arrangements to move a mobile home and improvements, or the rental/purchase of

replacement housing (except the Park Owner may agree to advance funds for this purpose), the sale of the existing mobile home to the Park Owner, and upon the resident agreeing to permanently vacate the Park on a date certain. The Park Owner may also require residents to enter into a relocation agreement which specifies the resident-selected relocation benefits in accordance with the RIR as approved by the City, and as mutually agreed upon. The Park Owner will take into consideration individual circumstances of documented hardship to provide additional relief, at the sole discretion of the Park Owner. All relocation agreements entered into between the Park Owner and Park residents shall in a form that is subject to approval by the City Attorney.

15. Unless otherwise expressly provided in the applicable relocation assistance mitigation measure, all relocation impact mitigation measures provided for in the RIR (as approved by City) shall be fully performed as to each Park resident at least 60 days prior to the earlier of (i) the move-out date mutually agreed upon by and between the Park resident and the Park owner in a relocation agreement, and (2) the Park closure date, provided that in either event, all applicable conditions to payment of relocation assistance set forth in the approved RIR shall have been satisfied prior to the resident being entitled to payment. No resident shall be required to vacate a space in the Park unless Park Owner is in full compliance with all relocation impact mitigation measures imposed pertaining to such resident, and has otherwise fulfilled the notice requirements of the California Mobile Home Residency Law relating to "Termination of Tenancy," including California Civil Code Sections 798.56 and 798.57, and the notice required in CMC Sections 4700 through 4709 to the extent applicable.

16. The Park Owner shall pay the Park residents' attorneys' fees incurred in connection with the RIR approval process up to the amount of \$10,000. Specifically, the Park residents retained Tatro & Lopez, LLP for this purpose and incurred up to \$10,000 in legal fees, all of which shall be paid by the Park Owner.

17. Park residents who believe that the appraisal relied upon for purposes of the Resolution failed to adequately consider or account for any upgrade or improvement made to their mobile home may submit an application to the Director for an adjusted appraisal of their mobile home within 15 days of the effective date of the Resolution (as set forth in Section 5 thereof). For the application to be eligible for consideration, the resident must provide all of the following information:

- a. resident's name;
- b. resident's space number;
- c. the specific improvement or upgrade the resident contends was not taken into account in the appraisal;
- d. proof of the cost of the asserted improvement or upgrade;
- e. the date when the asserted improvement or upgrade was made;
- f. photographs depicting the asserted improvement or upgrade; and
- g. copies of any and all permits required for the asserted improvement or upgrade.

Following initial review by the Director or his designee to address and/or correct any errors or omissions, if the Director or his designee determines that the application demonstrates a reasonable likelihood that an upgrade or improvement was not adequately considered or accounted for in the appraisal, the Director will direct the City's appraiser (James Brabant, Anderson & Brabant, Inc.) to inspect (by remote means if necessary) the mobile home and/or any relevant documentation, and if necessary, adjust the appraisal of the mobile home only with respect to the upgrade or improvement in question in accordance with the parameters set forth in Exhibit "C-1," attached hereto. Any modification to the appraised value of the mobile home pursuant to any such adjusted appraisal, after appropriate peer-review adjustments, will be deemed integrated into the Option B lump sum payment amount (and the corresponding 30% amount pursuant to Option C) approved for the subject mobile home, and this modified value

will control over the original appraised/adjusted value for purposes of relocation impact mitigation assistance entitlement pursuant to the Resolution. The adjusted appraisal shall not change the method of appraisal or standards previously applied to the original appraisal, but shall only take into account the value of the upgrade or improvement previously not taken into account.

18. At the sole expense of the Park Owner, the City shall retain an independent third-party Special Master who shall have final administrative authority to determine, subject to the provisions of the Resolution and these conditions: (i) disputes as to who is entitled to the relocation benefits approved by the Resolution; (ii) disputes as to which benefit package(s) (i.e., Options A, B and/or C) a resident qualifies for or is entitled to; and (iii) demonstrated special circumstance claims (e.g., medical or disability) of Park residents related to the Park closure. The services of the Special Master shall be funded by the Park Owner pursuant to the Reimbursement Agreement or another reimbursement agreement to be negotiated. The Special Master shall at all times be and remain neutral and unbiased.

19. Park residents who wish to opt for early termination of their Park space tenancies shall have the right to do so at any time, subject to compliance with applicable provisions of the Mobilehome Residency Law and execution of an early termination agreement with the Park Owner. The early termination agreement shall provide for termination of the relevant tenancy, selection and payment of applicable relocation benefits pursuant to the Resolution, and conveyance of title to the relevant mobile home to the Park Owner if Option B or C is selected. The form of the early termination agreement shall be subject to approval by the City Attorney.

EXHIBIT C-1

ADJUSTED APPRAISAL PARAMETERS

- 1) Identified improvement(s) or upgrade(s) must be absent from appraisal and NADA sheets, and with a reported cost in excess of \$1,000;
- 2) Paid invoice or other verifiable proofs of purchase and required permits (if applicable) must be provided with initial adjustment application;
- 3) Non-structural upgrades must have been completed within the last five (5) years;
- 4) Structural upgrades must have been permitted (if required) and completed within the last ten (10) years;
- 5) Initial review and opportunity for response to the request will be provided to appraiser James Netzer prior to making a determination if inspection by City's appraiser (Anderson & Brabant, Inc.) is warranted.