

RESOLUTION NO. 20-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, MODIFYING, PURSUANT TO CARSON MUNICIPAL CODE §9173.4(C)(2)(b), THE DECISION OF THE CARSON PLANNING COMMISSION ADOPTING PLANNING COMMISSION RESOLUTION NO. 20-2695 RELATED TO APPROVAL OF RIR NO. 05-20 FOR THE DETERMINATION OF RELOCATION IMPACT MITIGATION MEASURES REQUIRED TO BE TAKEN IN CONNECTION WITH THE CLOSURE OF IMPERIAL AVALON MOBILE ESTATES MOBILEHOME PARK, BY IMPOSING ADDITIONAL BENEFIT CONDITIONS OF RIR NO. 05-20, AND AFFIRMING THE DECISION IN ALL OTHER RESPECTS.

WHEREAS, on May 13, 2020, the Carson Planning Commission adopted Planning Commission Resolution No. 20-2695, approving RIR No. 05-20, subject to specified conditions set forth in Exhibit "C" to the Resolution (the "Planning Commission Decision"), related to determination of the measures required to be taken by the applicant and property owner, Imperial Avalon, LLC ("Park Owner"), to mitigate the adverse impacts of its proposed closure of the Imperial Avalon Mobile Estates mobilehome park (the "Park") on the ability of the residents to be displaced to find alternative housing; and

WHEREAS, the Planning Commission Decision was appealed by Mayor Albert Robles pursuant to Carson Municipal Code ("CMC") Sections 9128.21(F) and 9173.4 on May 27, 2020 (the "Appeal"); and

WHEREAS, on July 7, 2020, pursuant to CMC Sections 9128.21(F) and 9173.4, the City Council conducted a duly noticed public hearing on the Appeal, at which written and oral public comments were received and considered.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein as findings of fact.

SECTION 2. The City Council finds that the appeal of the Planning Commission Decision, including any consideration of or action upon RIR No. 05-20, is not subject to review under the California Environmental Quality Act ("CEQA") because neither RIR No. 05-20 nor the City's action thereon constitutes a "project" within the meaning of CEQA. (Pub. Res. Code §21065; 14 CCR §15378). The City's action on 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. The City's consideration of the RIR and this appeal 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 3. The City Council hereby modifies, pursuant to Carson Municipal Code Section 9173.4(C)(2)(b), the Planning Commission Decision by amending the Conditions of RIR No. 05-20 to read as shown in Exhibit "A", attached hereto and incorporated herein by reference. A non-exhaustive list of the amendments is as follows:

- A. Condition No. 10(b) is amended to provide that all Park residents shall be entitled to receive, as the lump sum payment pursuant to Option B, the higher of the following amounts: (1) the amount provided for the relevant space number in the table set forth in Exhibit "A-1" to the conditions (the "Supplemental Brabant Adjusted Value"); or (2) the full purchase price that the Park resident paid for his or her mobile home. The higher of these amounts shall also be used for purposes of calculating the payment of the relevant percentage (45%) of this amount pursuant to Condition 10(c), for residents who select Option C. Sufficient Documented Proof, as defined in Condition 10(b)(i), of the purchase price that a Park resident claims to have paid for his or her mobile home will be required in order for the resident to be entitled to use of the purchase price for purposes of calculation or payment of this benefit. Park residents wishing to be eligible to receive a purchase price as mitigation shall have 60 days to submit their proof of purchase price documentation to the Park Owner. If the resident fails to timely submit the documentation, or if the documentation submitted does not constitute Sufficient Documented Proof, then the resident forfeits the right to receive purchase price value.
- B. Condition No. 10(c) is amended to the effect that: (1) all Park residents shall be eligible to select Option C regardless of income level; (2) Residents whose households qualify as extremely low (30% of Area Median Income ["AMI"]), very low (50% AMI), or low (80% AMI), will be entitled to rental rates affordable to their respective income levels, as stated in the Planning Commission Decision; and (3) Residents whose households are above low income (80% AMI) and who select Option C will be entitled to rental rates affordable to "low income" households (80% AMI), according to the rates published by HUD for the County of Los Angeles.
- C. Condition No. 10(c) is amended to increase the percentage (of the amount to which a resident would have been entitled under Option B) of the lump sum

payment to be made by the Park Owner to Park residents pursuant to Option C from thirty percent (30%) to forty-five percent (45%).

- D. Condition No. 10(c) is amended to increase the term of the guaranteed right to tenancy pursuant to Option C from 10 years to 20 years.
- E. Condition No. 10(c) is amended to require the Park Owner to execute a covenant, to be recorded on the property that is the subject of the guaranteed right of tenancy of Park residents who select Option C, which is sufficient to protect such residents' guaranteed rights of tenancy notwithstanding any possible transfer of the property or bankruptcy of the Park Owner or a subsequent owner, and which has priority status over any and all debt security instruments.
- F. Condition No. 10(c) is amended to provide that: (1) where a Park resident selects Option C and passes away prior to taking possession of his or her Future Housing Unit (as defined in Exhibit "A") pursuant to his or her guaranteed right of tenancy, his or her Option C rights shall automatically revert to Option B for the benefit of his or her heirs or beneficiaries; and (2) where a Park resident selects Option C and passes away during his or her guaranteed term of tenancy in the Future Housing, his or her heirs or beneficiaries shall be entitled to payment of the difference, if any, between the amount to which the resident would have been entitled if he or she had selected Option B and the value of the Option C benefits realized by the resident prior to his or her passing (including the 45% lump sum payment and the total value of rent subsidy received during the resident's tenancy in the Future Housing Unit).
- G. A condition is added to provide that the Council shall retain jurisdiction to enforce the conditions until one (1) year after the commencement of the Option C guaranteed tenancy period.

Additionally, the Planning Commission Decision is modified to correct an error in the computation of the appraised and adjusted on-site value of Space 173. The adjusted appraised on-site value approved in the Planning Commission Decision for this space was based on an erroneous purchase price figure of \$65,500. The purchase price has since been corrected to \$162,000. The relocation impact mitigation benefits and payment amounts to which the registered owner(s) of said mobile home shall be entitled pursuant to Options B and/or C (whichever is selected, if either) shall be deemed adjusted as necessary to correct this error, as shown in Exhibit "A-1" to the conditions.

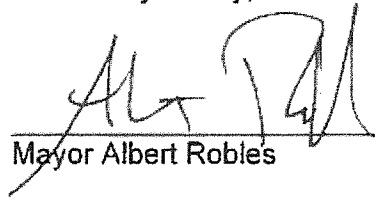
SECTION 4. Except as set forth in Section 3 of this Resolution, the Planning Commission Decision is affirmed in all respects.

SECTION 5. This Resolution shall be effective immediately upon its adoption.


SECTION 6. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

[signatures on the following page]


PASSED, APPROVED and ADOPTED this 7th day of July, 2020.



Mayor Albert Robles

ATTEST: 

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:


Sunny K. Soltani, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Donesia Gause-Aldana, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 20-113, was duly and regularly adopted by said City at a regular meeting duly and regularly held on the 7th day of July 2020, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS: Davis-Holmes, Hicks, Hilton

NOES: COUNCIL MEMBERS: Robles, Dear

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

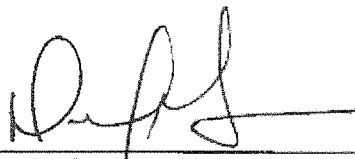
By: 
Donesia Gause-Aldana, MMC, City Clerk

EXHIBIT "A"
AMENDED CONDITIONS OF RIR NO. 05-20

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EXHIBIT "A" [TO RESOLUTION NO. 20-113]

AMENDED CONDITIONS OF RIR NO. 05-20

1. The property owner and applicant shall execute and submit for recording (actual date of recordation is subject to COVID-19 delays for recording) a certificate of acceptance of these conditions within 30 days of the date of adoption of Resolution No. 20-113 (the "Resolution"), on the terms set forth in the Resolution and subject to these conditions.
2. The RIR entitlement that is the subject of these conditions may not be transferred or assigned without the prior written consent of the City's Director of Community Development ("Director").
3. 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.
4. Any proceeding for revocation of the RIR shall be initiated and conducted in accordance with Carson Municipal Code ("CMC") Section 9128.21(l)(3).
5. 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).
6. 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. Notwithstanding the foregoing, no Development Agreement contemplating redevelopment of the Park may operate to deprive any Park resident of any of the relocation impact mitigation benefits provided for in the Resolution or these conditions. These conditions shall prevail and supersede over any conflicting provisions of the RIR to the extent of a conflict.
7. All approvals by City, unless otherwise specified, shall be by the 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 ("Reimbursement Agreement").

8. 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 third party 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. In the event the City undertakes defense of the matter, Indemnitors may still appear in the action as real parties in interest and assert any and all claims and defenses.

9. 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.

10. 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 the conditions herein stated. The required relocation impact mitigation measures include but are not limited to the following:

- a. (Option A) At the option of the mobilehome owner, and 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, at the cost of the Park Owner;
 - 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; and
 - 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.

- 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, or at the option of the mobilehome owner, mitigation shall be provided as follows:

- i. Lump sum payment to the mobile home owner by the Park Owner in the amount provided for the relevant space number in the table set forth in Exhibit "A-1" (entitled "Supplemental Special Calculations, Comparison of Adjusted On-Site Values, In Order of Last Sale Date, Imperial Avalon Mobile Estates") attached hereto and incorporated herein by reference (the "Supplemental Brabant Adjusted Value"), in exchange for delivery of mobile home title to the Park Owner pursuant to purchase and sale agreement providing for the lump sum payment to be used by the mobile home owner first to pay off any liens and encumbrances in order to allow the mobile home owner to provide clear title to the Park Owner. Payments made to residents will be net of sums required to pay off existing liens and encumbrances on the subject mobile home.
1. Notwithstanding the foregoing with respect to entitlement to Supplemental Brabant Adjusted Values, Park residents who acquired their mobile homes in the Park for a purchase price higher than the relevant Supplemental Brabant Adjusted Value shall be entitled to receive, as the lump sum payment referenced in the preceding paragraph, the full purchase price that the Park resident paid for his or her mobile home in the Park (subject to the above lien repayment obligations), upon submission of Sufficient Documented Proof (as defined in paragraph 2) in accordance with the timeframes set forth in paragraph 3. Conversely, if the Supplemental Brabant Adjusted Value for a given mobile home is higher than the purchase price that the resident paid for the mobile home, the resident shall be entitled to receive the Supplemental Brabant Adjusted Value. In no event shall a Park resident be entitled to receive *both* a purchase price *and* a Supplemental Brabant Adjusted Value.
 2. Sufficient Documented Proof of the purchase price that a resident claims to have paid for his or her mobile home is required in order for a Park resident to be entitled to payment of a purchase price in lieu of the relevant Supplemental Brabant Adjusted Value. Except as otherwise stated below, provision of at least one document from at least two of the four following categories of documents shall collectively constitute Sufficient Documented Proof of a claimed purchase price of his or her mobile home by the current resident(s), provided the documents are genuine ("Sufficient Documented Proof"):

- (i) Certificate of Title with purchase price filled out for the current resident or household;

(ii) file-stamped copies, dated prior to July 7, 2020, of any of the following HCD forms, provided the purchase price information is filled out: HCD RT 475.1 (Bill of Sale), HCD RT 480.4 (Application for Duplicate Certificate of Title), HCD RT 476.4 (Certification of Retail Value and Purchase Price), or HCD RT 476.8 (Notice of Sale or Transfer);

(iii) either: (a) proof of payment of purchase price by means of a copy of a canceled check or wire transfer confirmation referencing the mobile home and its purchase by the current resident or household; or (b) an escrow closing statement showing the purchase price and referencing the mobile home and its purchase by the current resident or household;

(iv) a Registration Card, Registration Renewal, Purchase Contract, or copy of a mortgage statement referencing or evidencing the purchase price of the mobile home by the current resident or household (if this category and one other category is provided, Park Owner may require submission of a third category if it reasonably determines that the documents provided from the two categories do not collectively establish the claimed purchase price with reasonable certainty).

3. Park residents who wish to be eligible to receive a purchase price in lieu of a Supplemental Brabant Adjusted Value shall have 60 days (this deadline may be extended by up to 30 additional calendar days to the extent the resident can demonstrate that he or she timely submitted the request to HCD within the first 30 days of the 60-day period and was unable to meet such deadline due to a delay by HCD in processing or providing necessary documents to the resident; "delay" for purposes of this provision means any HCD turnaround time to the extent it exceeds four (4) weeks) from the date of adoption of the Resolution to provide their proof of purchase price documentation to the Park Owner. A mobilehome owner may provide his or her proof of purchase price documentation (for the Sufficient Documented Proof determination) to the Park management office. At the time of submission, Park management shall provide the mobilehome owner (1) a copy of the submitted documentation, and (2) written receipt confirming the submission date and the documents received. If a

resident fails to submit proof of purchase price documentation within this time frame, then the resident forfeits the right to receive purchase price value. The Park Owner shall have 10 days from the date of submission of the proof of purchase price documentation to render a determination as to whether it constitutes Sufficient Documented Proof before the Park Owner becomes obligated to pay a purchase price as mitigation. Park Owner shall provide written notice of its determination to the mobilehome owner via certified, return-receipt U.S. Mail, and a copy sent to the City Attorney via email and U.S. Mail. In the event a resident disputes the Park Owner's determination as to whether the resident's proof of purchase price documentation constitutes Sufficient Documented Proof, the matter shall be submitted to the Special Master for a final determination.

- 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; provided that if an existing lien was placed on the coach after September 21, 2019, or a pre-September 2019 loan is in default, the resident shall be required to arrange for disposal of the dwelling from the Park and shall be responsible for payment of the costs of such arrangement and disposal to the extent that the cost of removal of the lien or repayment of the loan exceeds the amount of the lump sum payment to which the resident is entitled pursuant to Condition No. 10(b)(i). In such cases, relocation funds will (unless otherwise agreed to between the resident and the Park Owner) be used to offset any required disposal costs and to offset the outstanding lien balance. In the event the loan exceeds the approved benefits to be provided, the resident must negotiate an acceptable arrangement with Park Owner, which arrangement may include utilizing the provided benefit funds for relocation or disposal of the dwelling.

Items (i) and (ii) shall be provided by the Park Owner to the mobile home owner in a single payment (net of any offset amounts as provided in item (iv)) pursuant to a purchase and sale agreement.

- c. (Option C) In situations where: (i) it is not feasible to relocate the mobile home to a comparable park within a reasonable distance, and (ii) the registered owner(s) of the mobile home (as verified in then current DMV or HCD records, as applicable) who reside in the mobile home on the date ("Termination Notice Date") of the notice of termination of tenancy ("Registered Owners") pursuant to Civil Code Section 798.56(g)(2) are seniors 55 and older, such household meeting the criteria of (i) and (ii) above shall be a "Qualifying Household" for purposes of this Option C. If a household meeting the criteria as a Qualifying Household on the Termination Notice Date desires to relocate to an available studio, one bedroom, two bedroom, or three bedroom (depending on household size, as set forth in subparagraph (c)(ii)(1), below) rental unit (each a "Future Housing Unit") located within a newly-constructed building on a parcel to be designated by the Park Owner ("Relocation Parcel") owned by an affiliate of the Park Owner either within the subject property on which the Park is currently located ("Park Property") or at a nearby location in the City of Carson in other newly-constructed housing owned by an affiliate of the Park Owner, mitigation will be provided by the Park Owner as follows, to each and every Qualifying Household which collectively selects this Option C ("Selecting Household") within four (4) months of the Termination Notice Date (the "Option C Election Deadline") and which timely confirms acceptance of the Future Housing Unit by signing a lease for rent at the applicable Affordable Housing rent level pursuant to subparagraph (c)(ii), below ("Confirming Household"), subject to the following terms and conditions:
- i. Lump sum payment, pursuant to a purchase and sale agreement, to the Selecting Household by the Park Owner equivalent to forty-five percent (45%) of the amount of the lump sum payment to which the Selecting Household would have been entitled if it had selected Option B pursuant to Condition No. 10(b)(i), and guaranteed right of future tenancy as described below, in exchange for delivery of mobile home title to the Park Owner free of any lien or other encumbrance (provided the lump sum payment shall be available to the Selecting Household to be used first to pay off any such lien or encumbrance in order to provide clear title to the mobile home). In the event the Selecting Household cannot deliver the mobile home title to the Park Owner free of any lien or other encumbrance by using the lump sum payment and/or other Selecting Household means to release the encumbrances, Option C shall not apply to the Selecting Household, and Option B shall apply instead. Sufficient Documented Proof in accordance with Condition No. 10(b)(i) shall be required for a resident

to be entitled to use of a purchase price for purposes of calculation of this benefit;

- ii. **Guaranteed right to tenancy of Selecting Household in a Future Housing Unit for twenty (20) years commencing as of the date which is three months following the Park Owner's delivery to the Selecting Household of a Future Housing Unit Notice (defined below) at Affordable Housing rent levels, consistent with the Selecting Household'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. Notwithstanding the foregoing, Selecting Households which are above low income shall be entitled to Affordable Housing rent levels applicable to "low income" households (80% AMI). In order to select Option C, the Registered Owners of the mobile home and all other members of their household residing at the mobile home in the Park must timely submit by no later than the Option C Election Deadline an income, home ownership registration and age verification application (on a form approved by the City Attorney) and supporting verification documents (the application and documents together, the "Qualification Verification") to the Park Owner. Confirming Households shall be required to deliver to Park Owner upon request a signed estoppel certificate (on a form approved by the City Attorney) not more frequently than twice per year throughout Confirming Households' tenancy in the Future Housing Unit. Such certificate shall set forth such information as Park Owner or the City may reasonably require to confirm the status and continuing qualifications of each Confirming Household, and in order to confirm compliance with the terms of Option C, including, without limitation, the number, names and ages of household occupants and their current income levels, in order to retain the rights to the respective Affordable Housing rent levels applicable to the guaranteed Future Housing Unit tenancy. The submittal of a materially and intentionally false Qualification Verification or estoppel certificate shall be cause for termination of the tenancy in the Future Housing Unit. If, pursuant to the estoppel certificate process, the Park Owner establishes that the income level of a Confirming Household has increased or decreased from the income level that was confirmed pursuant to the Qualification Verification, the Affordable Housing rent level applicable to the Confirming Household shall be adjusted accordingly, provided that in no event shall it exceed the rent level applicable to a "low income" household. The following additional parameters apply to this condition:**

1. The twenty (20) year guaranteed right to tenancy applies to Future Housing Units. Within six (6) weeks of issuance of Park Owner written notice to the Selecting Households (provided receipt of notice at least four (4) weeks in advance has been confirmed; the notice shall be sent via personal delivery or certified mail [return receipt requested] upon issuance of a certificate of occupancy for the Future Housing Units ("Future Housing Unit Notice")), Selecting Households must confirm their decision to commence tenancy in an applicable Future Housing Unit by signing a lease for the Future Housing Unit with the Park Owner at the applicable Affordable Housing rent level. Selecting Households shall be provided the opportunity to tour the Future Housing prior to making their decision. Should all of the Registered Owners located within a Selecting Household not timely confirm their Future Housing Unit tenancy, the Selecting Household shall be deemed to revert to Option B. In the event that the Selecting Household is still under a lease for Interim Housing (as defined below), the rent for the Future Housing Unit shall be abated while the interim lease is still in effect, for a period not to exceed one year. Subject to the foregoing: (i) if the Registered Owners of a Selecting Household do not collectively take possession of a Future Housing Unit (or if they collectively waive their rights to take possession thereof) within three (3) months after receipt of the Future Housing Unit Notice, the benefits for the Selecting Household shall revert to Option B; and (ii) the twenty (20) year guaranteed tenancy period shall commence three (3) months following the Future Housing Unit Notice. The number of bedrooms in the Future Housing Unit (not to exceed three bedrooms) shall reflect the size of household per income qualifying data and information as of the Termination Notice Date, as certified by the Registered Owners in the Qualification Verification. Nothing in this condition requires deed restricted affordable units to be included within the new development proposed on the Park Property or limits/binds the City of Carson's discretion in any way with regard to its review and consideration of any land use approvals required for any future project on the Park Property.
2. The relocation specialist will provide up to 12 hours (or more as may be granted by Park Owner) of assistance to Selecting Households in finding adequate housing in the City of Carson and near the Park (the "Interim Housing") to reside in following the Termination Notice until the Future Housing Notice (the "Interim Period"). Additionally, the relocation specialist shall provide bi-monthly reports to the Director on

the progress of relocation of residents to Interim Housing and shall make best efforts to ensure that all leases for Interim Housing shall be terminable upon 30 days' notice by the tenant. The 45% lump sum payment pursuant to subparagraph (i) above is intended to subsidize (but not necessarily match) the rent differential between the rental rate the Selecting Household paid in the Park and the rental rate the Selecting Household pays in the Interim Housing for the duration of the Interim Period.

3. The Interim Period will not be deducted from or applied against the 20-year guaranteed right to tenancy in the Future Housing. If during the Interim Period, the Registered Owner(s) of a Selecting Household provide(s) written notice to the Park Owner of his/her/their decision to remain in Interim Housing, the relocation impact mitigation benefits for the entire Selecting Household shall revert to Option B.
4. Upon reversion to Option B, the Selecting Household shall receive the remaining 55% of the amount to which it is entitled pursuant to Condition No. 10(b)(i) within ninety (90) days of written notice to the Park Owner. If a Registered Owner of a Selecting Household passes away before the Selecting Household takes possession of its Future Housing Unit, the Selecting Household's relocation benefits shall revert to Option B, and the remaining 55% lump sum payment shall be made available within ninety (90) days for the benefit of the surviving Registered Owner(s) of the Selecting Household (if any) and/or the decedent's heirs or beneficiaries, to be allocated in accordance with applicable law.
5. If the Registered Owner(s) of a Confirming Household which enters into possession of the Future Housing Unit pass(es) away during the guaranteed term of tenancy, then the heirs or beneficiaries of such Registered Owner(s) shall be entitled to payment from the Park Owner in the amount of the difference (if any), between: (i) the amount to which the Confirming Household would have been entitled pursuant to Condition No. 10(b)(i) had it selected Option B; and (ii) the total Option C benefit value realized by the Confirming Household, inclusive of the above-referenced 45% lump sum payment and the total amount of rent subsidy received during the Confirming Household's tenancy in the Future Housing Unit.
6. If a Confirming Household takes possession of a Future Housing Unit and subsequently terminates its tenancy in such Future Housing Unit

(or is lawfully evicted) prior to expiration of the 20-year period, such Confirming Household's right to any remaining portion of benefits under Option C shall terminate upon said termination of tenancy.

7. No Selecting Household or Registered Owner shall sublease or assign its respective rights or interests in the Interim Housing or Future Housing Unit to any person or entity. Notwithstanding the foregoing, this paragraph shall not be construed to affect or interfere with any right to revert to Option B or any benefit conferred upon the heirs or beneficiaries of a Selecting Household or Registered Owner as provided for in this Condition No. 10.
8. Within 45 days of adoption of the Resolution, the Park Owner shall execute a "Covenant" in favor of the City in a form acceptable to the City Attorney to be recorded against the Park Property pursuant to Government Code §27281 in order to enforce this condition and to protect the Selecting Households' rights pursuant to Option C. The Covenant shall list each of the Selecting Households and Registered Owners within. The Covenant shall run with the land. Any existing lenders or lienholders must unconditionally subordinate to the Covenant in a form acceptable to the City Attorney, and Park Owner will provide title assurances of same as acceptable to the City Attorney within 45 days of adoption of the Resolution. Both immediately following Park closure and immediately following the three-month period after the Future Housing Unit Notice, an addendum to the Covenant shall be recorded specifying each Selecting or Confirming Household and the Registered Owners by name and their particular benefits pursuant to Option C. The Covenant shall, at all times, have priority over any and all debt security instruments. However, the Covenant shall contain a provision that: (i) in no way shall the Covenant defeat or render invalid the lien of any security instrument recorded before or after the recordation of the Covenant although all security instruments must at all times be subordinate to the Covenant; and (ii) if any portion of the Relocation Parcel is purchased in connection with a foreclosure of such security instrument or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring the Relocation Parcel and its successors and assigns shall hold any and all real property so acquired subject to the terms and provisions of the Covenant; provided, however, that the foreclosing lender or its affiliates shall not be personally liable for any violations arising prior to their acquiring the Relocation Parcel by foreclosure or

conveyance in lieu of foreclosure but all such existing obligations (including existing violations) shall continue to run with the land under the Covenant and bind the subsequent owners. If Park Owner is not in default of any of these conditions of approval and the Covenant and all required entitlements have been issued, Park Owner may request in writing that City release the Covenant as to any portion of the Park Property that does not constitute the Relocation Parcel, in the event the Park Property is subdivided pursuant to City approval of a final map and the Relocation Parcel is designated as one of the parcels into which the Park Property has been subdivided. City shall not unreasonably withhold approval of the request; provided the City reasonably determines that the interests of the Selecting Households are protected.

9. The 20-year period of effectiveness of the Covenant shall commence three (3) months following the date of the Future Housing Unit Notice, and the Covenant shall expire and terminate automatically on its own terms upon the expiration of the 20-year period, or upon such earlier date upon which Park Owner satisfactorily demonstrates to the Director that the Registered Owner has opted to voluntarily relocate from the Future Housing Unit or has passed away, in which case, upon the Park Owner's written request, the City shall execute and record further addenda to the Covenant as necessary to reflect removal of such Registered Owner from the Covenant. When the rights of all Registered Owners of Confirming Households have expired or been extinguished, the City, within a reasonable time from receipt of a written request from the Park Owner, will execute and acknowledge the termination of the Covenant and any addenda from title to the Relocation Parcel. The form of the original Covenant(s) and all addenda shall be subject to approval by the City Attorney, and shall include, at a minimum, the terms and provisions set forth in these Conditions.
- iii. Payment of moving costs (for moves into both Interim Housing and Future Housing) 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 mobile homes, 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 mobile homes, 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 mobile home 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 mobile home 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.
11. 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, or the Special Master pursuant to Condition No. 19 where applicable.

12. 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 mobile home 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 mobile home owners as follows: (i) a 180-day (6 month) notice of termination (the Termination Notice herein); (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 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.

13. Park residents shall select in writing their choice of a relocation impact mitigation assistance package option (e.g., Option A, B, or C) no sooner than 45 days after final approval of the RIR has become effective, and such selection shall be made no later than the date which is four (4) months following Park Owner's delivery of the Termination Notice (the Option C Election Date). If a Park resident has failed or refused to select a relocation assistance option by the Option C Election Date (which shall be no earlier than November 1, 2021, assuming the earliest closing date of January 1, 2022), the following relocation assistance packages shall be automatically applied without further notice or consent being required: (i) in situations where it is feasible to relocate the mobile home to a comparable mobile home park within 50 miles of the Park - Option A; (ii) in situations where it is not feasible to relocate the mobile home to a comparable mobile home park within 50 miles of the Park, and the residents within the mobile home do not constitute a low, very low, or extremely low income household – Option B; (iii) in situations where it is not feasible to relocate the mobile home to a comparable mobile home park within 50 miles of the Park, and the residents of the mobile home constitute a low, very low, or extremely low income household, as demonstrated by a Qualification Verification promptly provided by the residents, and constitute a Qualifying Household – Option C.

14. The determination of whether it is feasible to relocate a mobile home, 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 mobile home [that] cannot be relocated within a reasonable distance to a comparable park"), and is subject to final approval of the Special Master pursuant to Condition No. 19 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, provided resident pays for moving costs beyond 50 miles.

15. Any relocation impact mitigation benefits provided by the Park Owner may be conditioned as provided in the RIR (as approved by the City pursuant to the Resolution and these conditions, provided that these conditions shall supersede to the extent of any conflict), 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 [i.e., make payment earlier than required by these conditions] funds for this purpose), the conveyance of lien-free title in the existing mobile home to the Park Owner (provided the relocation benefits to which the mobile home owner is entitled shall be available for this purpose, as provided in Conditions 10(b)(i), 10(b)(iv), and 10(c)(i)), 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 may take into consideration individual circumstances of documented hardship to provide additional relief, at the sole discretion of the Park Owner. All relocation agreements and purchase and sale agreements entered into between the Park Owner and Park residents shall be in a form approved by the City Attorney.

16. 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.

17. The Park Owner shall pay the HOA the amount of \$10,000. This amount is anticipated to be used by the Park residents to pay for a part of attorneys' fees incurred in connection with the RIR approval process to date.

18. 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 prior to the original appraisal or contains a substantial error regarding the characteristics of the mobile home at the time of the original appraisal may submit an application to the Director for a "modified appraisal" of their mobile home within 22 days of adoption of the Resolution. 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, including receipts;
- e. the date when the asserted improvement or upgrade was made;
- f. photographs depicting the asserted improvement or upgrade and photographs from prior to the improvement; and
- g. copies of any and all permits required for the asserted improvement or upgrade (the deadline to submit this documentation may be extended by up to four weeks as necessary to accommodate HCD processing time, or longer in the event of HCD delay [as such term is defined in Condition No. 10(b)(i)(3)], provided the resident can demonstrate that he or she timely submitted a request for necessary HCD permit documentation by the application deadline but was unable to meet the deadline due to HCD processing time or delay).

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, then the Director, in accordance with the parameters set forth in Exhibit "A-2," attached hereto and incorporated herein by reference, will direct the City's appraiser (James Brabant, Anderson & Brabant, Inc.) at Park Owner's expense to inspect (by remote means if necessary) the mobile home and/or any relevant documentation, and if necessary, modify the appraisal of the mobile home only with respect to the upgrade or improvement in question. Any modification to the appraised value of the mobile home pursuant to any such modified appraisal, after appropriate on-site value adjustments consistent with those reflected in the Supplemental Brabant Adjusted Values, will be deemed integrated into the Option B lump sum payment amount (and the corresponding 45% amount pursuant to Option C) approved for the subject mobile home, and this modified value will control over the relevant Supplemental Brabant Adjusted Value set forth in Exhibit "A-1" for purposes of relocation impact mitigation assistance entitlement pursuant to the Resolution. The "modified 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, improvement, or characteristic previously not taken into account.

19. 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 or C) a resident qualifies for or is entitled to; (iii) demonstrated special circumstance claims (e.g., medical or disability) of Park residents related to the Park closure; (iv) whether proof of purchase price documentation submitted constitutes Sufficient Documented Proof meeting the requirements of one of the enumerated categories set forth in Condition No. 10(b)(i)(2); and (v) disputes over whether it is feasible to relocate a mobile home pursuant to Condition No. 14. 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.

20. 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, provided that no early termination agreement providing for selection of Option C shall take effect prior to recordation of the covenant pursuant to Condition No. 10(c). The early termination agreement shall provide for payment of, at minimum, the required relocation benefits applicable to the subject resident(s) pursuant to the Resolution and these conditions. The form of the early termination agreement shall be approved by the City Attorney.

21. The City Council shall retain jurisdiction to enforce these conditions until one (1) year after the commencement of the Option C guaranteed tenancy period (which period commences three months after the Future Housing Unit Notice as provided in Condition No. 10(c)(ii)(1)). This Condition No. 21 shall not be construed to affect or interfere with any of the City's rights or obligations related to the "covenant" as provided for in Condition No. 10(c)(ii)(8)-(9).

EXHIBIT "A-1"

SUPPLEMENTAL SPECIAL CALCULATIONS, COMPARISON OF ADJUSTED ON-SITE VALUES IN ORDER OF LAST SALE DATE FOR IMPERIAL AVAALON MOBILE ESTATES

Space No.	Adjusted Avg On-Site Value Min 3-Yr Hold (Rounded)**
13	\$54,080
47	\$49,680
66	\$52,325
73	\$57,020
53	\$51,725
137	\$53,925
147	\$54,085
134	\$43,035
160	\$39,650
178	\$56,340
191	\$50,125
201	\$54,070
32	\$52,970
12	\$57,950
211	\$57,920
3	\$52,170
79	\$49,765
124	\$53,420
146	\$44,745
156	\$43,880
155	\$47,150
20	\$59,045
91	\$71,150
131	\$52,455
157	\$50,600
21	\$43,655
37	\$49,905
81	\$56,990
114	\$50,095
126	\$54,590
10	\$50,350
28	\$52,710
175	\$51,550
57	\$45,770
61	\$43,235
84	\$49,420
113	\$52,040
7	\$56,080
41	\$54,615
142	\$59,705
159	\$56,345
226	\$52,970
87	\$50,715
33	\$51,645
127	\$59,610
230	\$59,275
229	\$52,450
171	\$53,975
202	\$50,040
16	\$77,240
39	\$54,015
63	\$56,450
103	\$72,010
133	\$49,680
12	\$71,545
77	\$45,495
129	\$53,085
170	\$57,335
97	\$53,305
132	\$43,825
163	\$55,755
219	\$50,000
8	\$57,950
54	\$55,240
130	\$44,345
134	\$53,510
135	\$56,555
138	\$55,540
48	\$64,180
53	\$72,110

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EXHIBIT "A-1"

SUPPLEMENTAL SPECIAL CALCULATIONS: COMPARISON OF ADJUSTED ON-SITE VALUES IN ORDER OF LAST SALE DATE FOR IMPERIAL AVALON MOBILE ESTATES

Space No.	Adjusted On-Site Value Min 3-Yr Hold (Rounded)**
55	\$79,970
225	\$54,450
285	\$54,710
273	\$45,120
45	\$95,030
63	\$97,575
110	\$54,445
121	\$45,020
151	\$50,470
181	\$112,065
224	\$53,175
22	\$87,780
95	\$45,075
112	\$47,295
131	\$45,915
155	\$50,450
184	\$120,065
196	\$45,075
23	\$57,235
27	\$49,855
94	\$57,315
227	\$119,940
4	\$44,215
26	\$122,030
145	\$57,820
153	\$54,385
181	\$51,075
14	\$127,055
31	\$47,480
34	\$129,575
121	\$74,120
141	\$101,440
192	\$56,410
236	\$56,330
213	\$53,340
30	\$57,635
36	\$122,440
120	\$56,380
144	\$77,030
220	\$43,760
225	\$47,520
44	\$78,725
63	\$51,090
73	\$82,750
78	\$50,720
107	\$128,275
153	\$104,740
43	\$87,140
58	\$70,295
190	\$114,930
199	\$43,970
215	\$45,670
217	\$45,510
223	\$51,945
74	\$87,175
76	\$43,435
111	\$81,990
123	\$86,805
128	\$77,485
148	\$135,900
157	\$137,455
177	\$112,440
24	\$88,125
38	\$71,050
93	\$70,775
117	\$87,095
125	\$79,085
155	\$73,330
172	\$75,275
218	\$98,650

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EXHIBIT "A-1"

SUPPLEMENTAL SPECIAL CALCULATIONS: COMPARISON OF ADJUSTED ON-SITE VALUES IN ORDER OF LAST SALE DATE FOR IMPERIAL AVALON MOBILE ESTATES

Space No.	Adjusted On-Site Value Min 3-Yr Hold (Rounded)**
128	\$121,770
57	\$124,170
71	\$115,790
171	\$128,645
140	\$121,755
154	\$125,190
123	\$129,255
114	\$129,120
122	\$128,070
43	\$122,510
45	\$112,575
64	\$124,345
54	\$121,140
124	\$121,150
136	\$121,770
119	\$124,125
149	\$121,005
121	\$120,605
174	\$127,230
127	\$119,170
221	\$127,225
11	\$127,030
29	\$119,955
60	\$122,210
99	\$121,020
152	\$115,425
172	\$122,780
4	\$121,210
19	\$129,255
51	\$121,245
124	\$121,455
116	\$125,475
120	\$126,025
122	\$126,290
110	\$124,320
111	\$125,115
124	\$120,120
5	\$127,730
12	\$124,225
35	\$124,460
19	\$110,540
20	\$121,925
29	\$121,190
100	\$129,125
225	\$127,235
9	\$120,915
13	\$114,175
17	\$120,840
90	\$119,405
121	\$112,565
173	\$124,420
204	\$115,345
42	\$121,235
51	\$121,340
70	\$122,790
53	\$116,745
115	\$127,700
133	\$124,750
159	\$126,935
125	\$118,535
223	\$127,245

Totals \$17,619,180
Average \$124,612

Adjusted on-site value
based on 15 year
holding period at 5%
interest with a
minimum 3 year
holding period.

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EXHIBIT "A-2"

"MODIFIED 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.