

RESOLUTION NO. 21-070

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. 21-2708 CONDITIONALLY APPROVING RELOCATION IMPACT REPORT NO. 04-19 FOR MITIGATION OF RELOCATION IMPACTS OF CLOSURE OF RANCHO DOMINGUEZ MOBILE ESTATES, BY IMPOSING ADDITIONAL RELOCATION IMPACT MITIGATION MEASURES, ALTERING THE PROOF OF PURCHASE PRICE REQUIREMENTS, AND MAKING OTHER SPECIFIED MINOR MODIFICATIONS, AND AFFIRMING THE DECISION IN ALL OTHER RESPECTS.

WHEREAS, on April 27, 2021, the Carson Planning Commission adopted Planning Commission Resolution No. 21-2708 (“the Planning Commission Resolution”), approving RIR No. 04-19 subject to the “Conditions of RIR No. 04-19” set forth in Exhibit “D” attached thereto (collectively, the “Planning Commission Decision”), related to determination of the measures required to be taken by the property owner, Carter-Spencer Enterprises, LLC (“Park Owner”), to mitigate the adverse impacts of its proposed closure of the Rancho Dominguez 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 Pro Tem Jim Dear pursuant to Carson Municipal Code (“CMC”) Sections 9128.21(F) and 9173.4 on April 28, 2021 (the “Appeal”). The Appeal was complete as filed, and was accepted as complete on May 5, 2021; and

WHEREAS, on June 1, 2021, pursuant to CMC Sections 9128.21(F) and 9173.4, the City Council conducted a duly noticed public hearing on the Appeal, during which it received and considered written and oral public comments. The City Council continued the public hearing to, and completed the public hearing on, June 16, 2021.

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. 04-19, is not subject to review under the California Environmental Quality Act (“CEQA”) because neither RIR No. 04-19 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, with respect to the subject property or any other property, 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. After review of the Planning Commission Decision and all relevant documentation in the administrative record, the City Council finds that additional measures as set forth in this Section 3, beyond those required by the Planning Commission Decision, are necessary to be taken by the Park Owner to mitigate the adverse impacts of the Park's closure on the ability of displaced Park residents to find adequate housing in another mobilehome park, pursuant to Gov't Code Section 65863.7(e)(2), and to constitute reasonable measures to be taken by the Park Owner to mitigate the adverse impact of the Park's closure on the ability of the Park residents to be displaced to find alternative housing, pursuant to CMC Section 9128.21(E). The Council further finds that the Planning Commission Decision, with the additional measures and modifications detailed in this Section 3 incorporated, constitutes a replacement and relocation plan that adequately mitigates the impact upon the ability of the displaced Park residents to find adequate housing in a mobilehome park, pursuant to Gov't Code Section 65863.7(a)(1).

Based on the foregoing, the City Council hereby modifies, pursuant to CMC Section 9173.4(C)(2)(b), the Planning Commission Decision as follows: (1) the RIR approval granted pursuant to the Planning Commission Resolution, as modified by this City Council Resolution, shall take effect immediately upon adoption of this City Council Resolution and shall remain in effect for three years pursuant to CMC Section 9128.21(I), subject to the Amended Conditions of RIR No. 04-19 attached hereto as Exhibit "A;" this provision supersedes the last sentence of Section 4 of the Planning Commission Resolution to the contrary; and (2) the Conditions of RIR No. 04-19 are hereby amended to read in full as shown in Exhibit "A," attached hereto and incorporated herein by reference; the changes are shown in redline, and a non-exhaustive overview of the changes is as follows:

- A.** Condition No. 1 is amended to provide that the terms "Resolution" and "Resolution Effective Date," as such terms and their associated references are defined and used in the Conditions of RIR No. 04-19 (as amended) with respect to setting or determining the timing of the various rights or obligations detailed therein, shall mean and refer to this City Council Resolution and the

date of effectiveness hereof pursuant to Section 5 of this Resolution, respectively, rather than to the Planning Commission Resolution.

- B.** Condition No. 2 is amended to provide that the earliest possible date of Park closure (i.e., the earliest date on which the Park Owner may compel residents to vacate the Park) shall be two years from the effective date of this Council Resolution, rather than the one year provided in the Planning Commission Decision. However, as stated in Condition No. 12, the Notice of Termination (as defined therein) may issue as early as six (6) months prior to the earliest possible date of Park closure (i.e., 18 months following the effective date of this Council Resolution). Additionally, Conditions No. 10(a)(iv) and 10(b)(vii) (renumbered from 10(b)(viii)) are amended to specify that the relocation specialist shall be available to assist Eligible Resident Owners commencing immediately upon the Resolution Effective Date.
- C.** Condition No. 10(a)(v) is amended to increase the rent differential subsidy benefit term for Eligible Resident Owners who are subject to Option A from one year to terms that are equivalent to the tiered approach imposed under Option B, as discussed in the paragraph F, below.
- D.** Condition No. 10(b)(i) is amended to: (1) modify the proof of purchase price documentation requirements to reflect a more precise and reliable standard of "Sufficient Documented Proof" for purposes of establishing entitlement to a Purchase Price Payment in lieu of an Appraised Value Payment (as such terms are defined in Condition No. 10(b)(i); and (2) make certain modifications to the types of outstanding obligations on a mobile home that, where present, would result in deductions that would be incorporated/factored into calculation of an Eligible Resident Owner's Appraised Value Payment or Purchase Price Payment where the Eligible Resident Owner chooses to transfer the mobile home to the Park Owner in order to have the Park Owner be responsible for removal and disposition of the mobile home, and clarify that no such deductions would be made if the Eligible Resident Owner chooses not to transfer the mobile home to the Park Owner (and to therefore instead become responsible for removal and disposition of the mobile home), consistent with Condition No. 10(b)(v).
- E.** Prior Condition No. 10(b)(ii) is deleted as having been supplanted by the rent differential subsidy benefit imposed, as discussed in paragraph C, above, and paragraph F, below.
- F.** Condition No. 10(b)(vi) (renumbered from 10(b)(vii)) is amended to increase the term of the rent differential subsidy benefit for Eligible Resident Owners under Option B from the one year provided in the Planning Commission Decision to the applicable term set forth below with respect to the tenancy in the rental housing alternative, and to clarify that such payments shall be made in accordance with Condition No. 17:

- For Eligible Resident Owners who receive \$40,000 or more pursuant to Condition No. 10(b)(i) (i.e., from their Appraised Value Payment or Purchase Price Payment, as applicable): 2 years;
 - For Eligible Resident Owners who receive \$30,000 – \$39,999.99 pursuant to Condition No. 10(b)(i): 2.5 years;
 - For Eligible Resident Owners who receive \$20,000 – \$29,999.99 pursuant to Condition No. 10(b)(i): 3 years;
 - For Eligible Resident Owners who receive \$10,000 – \$19,999.99 pursuant to Condition No. 10(b)(i): 3.5 years;
 - For Eligible Resident Owners who receive less than \$10,000 pursuant to Condition No. 10(b)(i): 4 years.
- G.** Condition No. 10(c) is amended to revise the definition of “Eligible Home Renter” to refer to those residents who occupy a Park-owned mobilehome and are named on its lease agreement with the Park Owner as of the effective date of this Resolution, rather than as of the date the RIR was filed with the City.
- H.** Condition No. 18 is amended to include within the scope of the adjusted appraisal process any characteristic of a mobile home that may have been erroneously or inaccurately reported, omitted, or inadequately accounted for in the Brabant appraisal, in addition to the upgrades or improvements already referenced in the condition, to more properly reflect the intent and purpose of ensuring that any errors, omissions or inaccuracies in the Brabant report, whether resulting from the lack of interior inspections or any other cause, may be addressed via the adjusted appraisal process that residents may apply for as delineated in Condition No. 18.
- I.** Condition No. 19 is amended to add disputes regarding whether proof of purchase price documentation submitted constitutes Sufficient Documented Proof of a claimed purchase price (for purposes of establishing entitlement to a Purchase Price Payment under Option B), to the list of types of disputes that are within the jurisdiction of the Special Master to decide.

SECTION 4. Except as provided 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 16th day of June, 2021.

Lula Davis-Holmes, Mayor

ATTEST:

John W. Carroll, Sr., Chief Deputy City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

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

I, John W. Carroll, Sr., Chief Deputy City Clerk of the City of Carson, California, do hereby certify that the whole number of members is four; that the foregoing resolution, being Resolution No. 21-070, was duly and regularly adopted by said City at a special meeting duly held on the 16th day of June 2021, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
Chief Deputy City Clerk

EXHIBIT "A"

AMENDED CONDITIONS OF RIR NO. 04-19

[to be attached]

EXHIBIT “A” TO RESOLUTION NO. 21-070

AMENDED CONDITIONS OF RIR NO. 04-19

1. The property owner and applicant shall execute and record a certificate of acceptance of these conditions within 30 days of the date of effectiveness of Resolution No. 21-070 (the “Resolution”), approving RIR No. 04-19 (the “RIR”) on the terms set forth in the Resolution and subject to these conditions. Pursuant to Section 5 of the Resolution, the Resolution is effective immediately upon its adoption, on June 16, 2021 (the “Resolution Effective Date”).
2. The earliest possible date of Park closure (i.e., the earliest date on which the Park Owner may compel residents to vacate the Park pursuant to the Approved RIR (as defined below), subject to compliance with these conditions) shall be two years from the Resolution Effective Date (the “Earliest Possible Closure Date”).
3. The RIR approval that is the subject of these conditions may not be transferred or assigned without the prior written consent of the Director, which may be withheld only if the proposed transferee is financially insolvent or otherwise incapable of fulfilling these conditions.
4. 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.
5. Any proceeding for revocation of the RIR approval that is the subject of these conditions shall be initiated and conducted in accordance with Carson Municipal Code (“CMC”) Section 9128.21(I)(3).
6. Any modification of these conditions, including additions or deletions, may be considered upon filing of an application by the Park Owner 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).
7. 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. These conditions shall prevail and supersede over any conflicting provisions of the RIR to the extent of a conflict.
8. 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 July 15, 2020 (“Reimbursement Agreement”).
9. 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 Indemnites which are in any way related to Indemnites' review of or decision upon the RIR (including without limitation any Claims related to any finding, determination, or claim of exemption made by Indemnites pursuant to the requirements of the California Environmental Quality Act), and any Claims against Indemnites 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 Indemnites, and, at the option of the City, Indemnitors shall either undertake the defense of the matter or pay Indemnites' 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, Indemnites may abandon defense of the action and Indemnitors shall pay all costs resulting therefrom and Indemnites shall have no liability to Indemnitors.

10. Park Owner shall perform the relocation impact mitigation measures set forth in the RIR as approved with modifications pursuant to the Resolution, including these conditions (the "Approved RIR"), in accordance with the procedures, terms, conditions and requirements set forth in the Approved RIR. 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 an available space in a comparable mobilehome park within a reasonable distance of the Park, payment will be provided as set forth below to Eligible Resident Owners or their successors-in-interest (Eligible Resident Owners are registered owner(s) of the mobilehome with title, or trustors or beneficiaries of living trusts holding title to the mobilehome or holding a life estate in the mobilehome, whose mobilehome was located in the Park and who resided in the mobilehome as of the Effective Date of the Resolution):
 - i. Reimburse 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 a reasonable distance of the Park. Transportation of the mobile home will be arranged by the relocation specialist and provided by a licensed, bonded and insured mover, who will disconnect and reconnect all utilities and obtain all required permits;
 - 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. Payment up to \$1,500 for necessary modifications to the mobile home to accommodate a handicapped or disabled person within the replacement park, if the current mobile home has already been modified;
- iv. Services of a relocation specialist, commencing immediately upon the Resolution Effective Date, to assist owners through aspects of the relocation to include, but not be limited to, explaining options and relocation assistance program details, identifying replacement units, coordinate moving arrangements and payment of benefits, not to exceed eight hours of assistance from the relocation specialist.
- v. Payment of a lump sum to compensate for any differential between rental rates at the Park and the new mobile home park during the applicable time period set forth below with respect to the new tenancy:
 - For Eligible Resident Owners who would have received \$40,000 or more pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 2 years;
 - For Eligible Resident Owners who would have received \$30,000 – \$39,999.99 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 2.5 years;
 - For Eligible Resident Owners who would have received \$20,000 – \$29,999.99 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 3 years;
 - For Eligible Resident Owners who would have received \$10,000 – \$19,999.99 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 3.5 years;
 - For Eligible Resident Owners who would have received less than \$10,000 pursuant to Condition No. 10(b)(i) if they had been subject to Option B: 4 years.

When determining how much an Eligible Resident Owner would have received pursuant to Condition No. 10(b)(i) if they had been subject to Option B for purposes of ascertaining the applicable tier set forth above, it shall be assumed that the Eligible Resident Owner would have chosen not to transfer the mobilehome to the Park Owner, such that no deductions would have been made in calculating the Eligible Resident Owner's Appraised Value Payment or Purchase Price Payment, as applicable.

Payments shall be made in accordance with Condition No. 17.

- b. (Option B) In situations where it is not feasible to relocate the mobile home to an available space in a comparable mobilehome park within a reasonable distance of the Park, payment will be provided as set forth below to Eligible Resident Owners or their successors-in-interest:
 - i. Lump sum payment equal to the on-site value of the mobile home as determined by James Brabant, MAI, set forth in the appraisal report attached to Planning Commission Resolution No. 21-2708 as Exhibit "C" (plus additional moving and relocation assistance provided below), with any outstanding purchase money liens on the mobile home, unpaid property taxes due on the mobile home, or unpaid

HCD registration fees due on the mobile home first deducted (except where the Eligible Resident Owner chooses not to transfer the mobile home to the Park Owner and to instead be physically and financially responsible for disposal or disposition of the dwelling pursuant to subparagraph (v), below, in which case there shall be no such deductions) (the "Appraised Value Payment"). Notwithstanding the foregoing, where an Eligible Resident Owner acquired his/her/their mobilehome in the Park for a purchase price that was higher than the on-site value of the mobilehome as appraised by Mr. Brabant, the Eligible Resident Owner or successor-in-interest shall be entitled to receive, in lieu of the Appraised Value Payment, a lump sum payment equal to the full purchase price that the Eligible Resident Owner paid for the mobilehome in the Park, with any outstanding purchase money liens on the mobile home, unpaid property taxes due on the mobile home, or unpaid HCD registration fees due on the mobile home first deducted (except where the Eligible Resident Owner chooses not to transfer the mobile home to the Park Owner and to instead be physically and financially responsible for disposal or disposition of the dwelling pursuant to subparagraph (v), below, in which case there shall be no such deductions) (the "Purchase Price Payment"), upon submission of Sufficient Documented Proof (as defined below) of the claimed purchase price, in accordance with the below.

Provision of one document from category (1) below and one document from category (2) below, collectively, with respect to a claimed purchase price, shall constitute Sufficient Documented Proof of the claimed purchase price, provided the documents are genuine ("Sufficient Documented Proof"):

(1) either: (a) a copy of a canceled check or wire transfer confirmation referencing the mobile home and its purchase for the claimed purchase price; or (b) an escrow closing statement referencing the purchase of the mobile home for the claimed purchase price; AND

(2) either (a) Certificate of Title with purchase price filled out, referencing the claimed purchase price; (b) a file-stamped copy of any of the following HCD forms, provided the purchase price information is filled out and the form (but not necessarily the copy) is dated prior to June 1, 2021, referencing the claimed purchase price: 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); or (c) a registration card, registration renewal, purchase contract, or copy of a mortgage statement, referencing the claimed purchase price.

Park residents who wish to be eligible to receive a Purchase Price Payment in lieu of an Appraised Value Payment shall have 60 days from the Resolution Effective Date to provide their proof of purchase price documentation to the Park Owner, except that 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 a 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. If a resident fails to submit proof of

purchase price documentation within this time frame with respect to any claimed purchase price, then the resident forfeits the right to receive a Purchase Price Payment based on such claim.

A Park resident may provide the proof of purchase price documentation to the Park management office. At the time of submission, Park management shall provide the mobile home owner: (1) a copy of the documentation submitted, and (2) written receipt confirming the submission date and the documents received. The Park Owner shall have 10 days from the date of full submission of the proof of purchase price documentation with respect to a claimed purchase price to render a determination as to whether it constitutes Sufficient Documented Proof before the Park Owner becomes obligated to pay the Purchase Price Payment based on such claim. The Park Owner shall provide written notice of its determination to the Park resident 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 of a claimed purchase price, the matter shall be submitted to the Special Master for a final determination;

- ii. An extra \$5,000 will be provided to Eligible Resident Owners who are 62 years of age or older and/or disabled. Where the title or life estate to a mobilehome is held jointly by a married couple or is otherwise held by multiple individuals who individually or collectively constitute the Eligible Resident Owner(s) of the mobilehome, only one such individual must meet the foregoing criteria in order for this benefit to apply; however, there is a limit of one such \$5,000 payment per mobilehome household);
- 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 Eligible Resident Owners through aspects of the relocation to include, but not be limited to, explaining options and relocation assistance program details, identifying replacement units, coordinate moving arrangements and payment of benefits, not to exceed eight hours of assistance from the relocation specialist;
- v. If the Eligible Resident Owner chooses to transfer the mobilehome to the Park Owner, the Park Owner will be physically and financially responsible for any disposal or disposition of the dwelling;
- vi. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the applicable time period set forth below with respect to the tenancy in the rental housing alternative:
 - For Eligible Resident Owners who receive \$40,000 or more pursuant to Condition No. 10(b)(i): 2 years;

- For Eligible Resident Owners who receive \$30,000 – \$39,999.99 pursuant to Condition No. 10(b)(i): 2.5 years;
- For Eligible Resident Owners who receive \$20,000 – \$29,999.99 pursuant to Condition No. 10(b)(i): 3 years;
- For Eligible Resident Owners who receive \$10,000 – \$19,999.99 pursuant to Condition No. 10(b)(i): 3.5 years;
- For Eligible Resident Owners who receive less than \$10,000 pursuant to Condition No. 10(b)(i): 4 years.

Eligible Resident Owners shall be compensated based on the Fair Market Rents for new construction and substantial rehabilitation for the Los Angeles area as established by the U.S. Department of Housing and Urban Development. Eligible Resident Owners shall be compensated based on the number of bedrooms in the mobile home so that a one (1) bedroom mobile home may be compensated based on a one (1) bedroom apartment, a two (2) bedroom mobile home based on a two (2) bedroom apartment, etc.

Payments shall be made in accordance with Condition No. 17.

- vii. Upon the issuance of the Notice of Termination, Eligible Resident Owners may submit written requests (on a form provided by the Park Owner and approved by the City Attorney, which shall be translated into Spanish by a certified translator at the Park Owner's expense pursuant to the Reimbursement Agreement) to the Park Owner and/or relocation specialist to receive appropriate relocation benefits. Commencing on the Resolution Effective Date, Eligible Resident Owners will be immediately entitled to the services of the relocation specialist.
- c. For Eligible Home Renters (those who occupy a Park-owned mobilehome and are named on its lease agreement with Park Owner as of the Resolution Effective Date), the Park Owner will provide the following:
 - i. A fixed payment based on the federal fixed move schedule for the State of California to assist with moving their personal property to a replacement dwelling, provided the renter and all other occupants permanently vacate the Park.
 - ii. A lump sum payment to compensate for any differential between rental rates at the Park and the rental housing alternative during the first year of the new tenancy. Eligible Home Renters shall be compensated based on the Fair Market Rents for new construction and substantial rehabilitation for the Los Angeles area as established by the U.S. Department of Housing and Urban Development. Eligible Home Renters shall be compensated based on the number of bedrooms in the mobile home so that a one (1) bedroom mobile home may be compensated based on a one (1) bedroom apartment, a two (2) bedroom mobile home based on a two (2) bedroom apartment, etc.
 - d. 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 8 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 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 the City 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. 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. Within 45 days of the Resolution Effective Date, Park Owner shall give a notice of the Approved RIR, including a copy of the Resolution and these conditions (with a copy translated into Spanish pursuant to Condition No. 20), to all Park residents and homeowners. Park Owner shall then give the 6-month notice of termination of tenancy and closure of the Park to resident-homeowners as required by Civil Code section 798.56(g)(2)(A) (as renumbered pursuant to AB 2782) and CMC Section 9128.21(H), except that no such notice shall issue prior to the date that is six months prior to the Earliest Possible Closure Date (the “Notice of Termination”). At the appropriate time(s), Park Owner shall also provide any further notice as may be required for termination of tenancy under applicable law, including but not limited to Civil Code sections 798.56 and 798.57. When necessary, Park Owner shall also provide any the notices required by Condition No. 13, below.

13. Eligible Resident Owners shall select in writing their choice of a relocation impact mitigation assistance package option after the resident receives the Notice of Termination. If an Eligible Resident Owner has failed or refused to select a relocation assistance option by the date of termination of their Park tenancy pursuant to the Notice of Termination, the following relocation assistance packages shall be automatically applied, provided the Park Owner has given the Eligible Resident Owner a final notice (via personal delivery or certified mail, with delivery to the Eligible Resident Owner or a member of his/her household confirmed) 30 days in advance of same: (i) in situations where it is feasible to relocate the mobile home to a comparable mobile home park within a reasonable distance 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 a reasonable distance of the Park – Option B. If by the date of termination of the Park tenancy the Eligible Resident Owner has failed or refused to select a relocation assistance option and the Park Owner has failed to give the notice required by this condition, Option B shall apply.

14. The determination of whether it is feasible to relocate a mobile home to an available space in a comparable mobilehome park within a reasonable distance of the Park, for purposes of determining applicability of Option A vs. Option B, is to be made initially by the relocation specialist in accordance with these conditions 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” of the Park, unless the resident mobilehome owner expressly agrees in writing to a greater distance.

15. Any relocation impact mitigation benefits provided by the Park Owner may be conditioned on (i) the completion of actual arrangements to move a mobile home and improvements (if Option A applies), or the conveyance of title to the existing mobile home to the Park Owner (if Option B applies and the resident wishes to have the Park Owner pay the costs of removal and disposition of the mobilehome), and/or (ii) the resident agreeing in writing to permanently vacate the Park no later than the date of termination of his or her Park tenancy in accordance with the Approved RIR. Where Option B applies and an Eligible Resident Owner wishes to convey title to their mobilehome to the Park Owner in order to have the Park Owner pay the costs of removal and disposition of the mobilehome, the Eligible Resident Owner and the Park Owner shall enter into a relocation agreement which specifies and requires payment of the applicable Option B relocation impact mitigation measures in accordance with the Approved RIR, and any additional benefits as may be as mutually agreed upon. All relocation agreements entered into between the Park Owner and Park residents shall be in a form approved by the City Attorney and shall provide for the Park Owner to pay any and all escrow closing costs in connection with the conveyance of title to the mobilehome.

16. For all Park residents, the Park Owner may take into consideration individual circumstances of documented hardship to provide additional relief to the resident beyond the required mitigation measures set forth in the Approved RIR, at the sole discretion of the Park Owner.

17. With respect to all required relocation assistance mitigation measures providing for monetary payments to be made by the Park Owner to Park residents, fifty percent (50%) of the amount due shall be paid after Park Owner provides the Notice of Termination (if applicable) and 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, or (ii) the date of termination of the Park resident’s tenancy, and the remaining 50% shall be paid upon the actual vacation of the Park by all residents of the subject mobilehome. With respect to other relocation assistance mitigation measures (i.e., those not providing for monetary payments to be made by the Park Owner to Park residents), unless the language or context of the applicable relocation assistance mitigation measure requires otherwise, such measures shall be fully performed as to each Park resident after Park Owner provides the Notice of Termination (if applicable) and at least 30 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, or (2) the date of termination of the Park resident’s tenancy. Notwithstanding the foregoing provisions of this paragraph, 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 substantial compliance with all relocation impact mitigation measures imposed in the Approved RIR pertaining to such resident, and has otherwise fulfilled the notice requirements of Civil Code Sections 798.56 and 798.57, and the notice required in CMC Sections 4700 through 4709 to the extent applicable.

18. Park residents who believe that the appraisal relied upon for purposes of the Resolution failed to adequately consider or account for any characteristic of the mobile home or 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 30 days of the Resolution Effective Date. 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 characteristic, improvement or upgrade the resident contends was not taken into account in the appraisal;
- d) proof of the cost of any asserted improvement or upgrade;
- e) the date when any asserted improvement or upgrade was made;
- f) photographs depicting the asserted characteristic, improvement or upgrade; and
- g) copies of any and all permits required for any 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 a characteristic, upgrade or improvement was not adequately considered or accounted for in the appraisal, the Director will direct the City's appraiser (James Brabant, MAI) 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 characteristic, upgrade or improvement in question in accordance with the following parameters:

- 1) Identified characteristics, improvement(s) or upgrade(s) must be absent from appraisal and NADA sheets, with any improvements or upgrades having 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;

Any modification to the appraised value of the mobile home pursuant to any such adjusted appraisal will be deemed integrated into the appraised in-place market value payment amount approved for the subject mobile home for purposes of Option B, and this modified value will control over the original appraised value for purposes of relocation impact mitigation assistance entitlement pursuant to the Approved RIR. 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 characteristic, upgrade or improvement 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 decide, in accordance with the

provisions of the Approved RIR: (i) disputes as to who is entitled to receive the relocation benefits pursuant to the Approved RIR, including who constitutes an Eligible Resident Owner or an Eligible Home Renter; (ii) disputes as to which benefit package (i.e., Option A or B) an Eligible Resident Owner qualifies for or is entitled to, including whether it is feasible to relocate a mobilehome to an available space in a comparable mobilehome park within a reasonable distance of the Park pursuant to Condition No. 14; (iii) demonstrated special circumstance claims (e.g., medical or disability) of Park residents related to the Park closure; and (iv) whether proof of purchase price documentation submitted constitutes Sufficient Documented Proof of a claimed purchase price meeting the requirements of Condition No. 10(b)(i). 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. These conditions shall be translated into Spanish by a certified translator at the Park Owner's expense pursuant to the Reimbursement Agreement, and Spanish copies shall be made available to all Park residents who request same and as required by these conditions.

21. The City Council urges the Park Owner to immediately pursue, upon Park closure pursuant to the Approved RIR, full and complete remediation of any contamination, air pollution, or other adverse environmental or health-related conditions that may exist on or impact the property on which the Park is currently located to a level that would be safe for a future residential use of the Property such as the Park Owner's anticipated future workforce housing use identified in the Park Owner's RIR. This condition is non-binding and failure to comply herewith shall not affect the validity of the approval that is the subject of these conditions.

22. The City shall retain jurisdiction to enforce these conditions until the later of the following dates: (i) one year after expiration of the effective period of the Approved RIR; or (ii) one year after all Park residents have vacated the Park pursuant to the Approved RIR. In the event the effective period of the Approved RIR is extended pursuant to CMC Section 9128.21(I)(2), the City Council's jurisdiction to enforce these conditions (subject to any modifications made in connection with the extension approval in accordance with CMC Section 9128.21(I)(2)) shall extend to the corresponding dates with reference to the extension period.