



Garden Court Project

RELOCATION PLAN

Prepared for:

C&C Development Co., LLC
14211 Yorba St., Suite 200
Tustin, CA 92780
(714) 288-7600

Prepared by:

Overland, Pacific and Cutler, a division of TranSystems
5000 Airport Plaza Drive, Suite 250
Long Beach, CA 90815
(562) 304-2000

June 27, 2024

TABLE OF CONTENTS

INTRODUCTION	1
I. PROJECT DESCRIPTION	3
A. REGIONAL LOCATION	3
B. PROJECT SITE LOCATION AND DESCRIPTION	3
II. ASSESSMENT OF RELOCATION NEEDS	5
A. SURVEY METHOD	5
B. OCCUPANT DATA	5
1. Current Occupants	5
2. Income	5
3. Language	5
4. Senior/Handicapped Households	5
5. Permanent Replacement Housing Needs	6
6. Preferred Area to Relocate	6
III. RELOCATION RESOURCES	7
A. TEMPORARY HOUSING NEEDS	7
B. PERMANENT REPLACEMENT HOUSING AVAILABILITY	7
1. Rental Replacement Housing	7
2. Summary	8
C. RELATED ISSUES	8
1. Concurrent Residential Displacement	8
IV. THE RELOCATION PROGRAM	9
A. ADVISORY ASSISTANCE	9
B. QUALIFIED TENANT RELOCATION BENEFITS	10
C. PERMANENT RELOCATION BENEFITS	11
D. GENERAL INFORMATION REGARDING THE PAYMENT OF RELOCATION BENEFITS	14
E. PROGRAM ASSURANCES AND STANDARDS	15
F. CITY OF SANTA ANA RSO AND JCO	15
G. LAST REPORT HOUSING	15
H. RELOCATION TAX CONSEQUENCES	16
I. GRIEVANCE PROCEDURES	16
V. ADMINISTRATIVE PROVISIONS	17
A. NOTICES	17
B. PRIVACY RECORDS	18
C. EVICTION POLICY	18
D. CITIZEN PARTICIPATION	18
E. PROJECTED DATE OF DISPLACEMENT	19
F. ESTIMATED RELOCATION COSTS	19

LIST OF TABLES

TABLE 1:	Available Replacement Rental Housing	7
TABLE 2:	Fixed Move Schedule	12
TABLE 3:	Example rental Assistance Payment Calculation	13

LIST OF EXHIBITS

EXHIBIT A:	HUD INCOME LIMITS
EXHIBIT B:	AVAILABLE REPLACEMENT UNITS
EXHIBIT C:	INFORMATIONAL STATEMENT
EXHIBIT D:	NOTICE OF NON-DISPLACEMENT
EXHIBIT E:	NOTICE OF ELIGIBILITY
EXHIBIT F:	NOTICE TO VACATE
EXHIBIT G:	PUBLIC COMMENTS & RESPONSES

INTRODUCTION

C&C Development Co., LLC (Owner) has authorized the preparation of a Relocation Plan to be undertaken in connection with planning for the proposed rehabilitation of rental housing units located at 300 E. Santa Ana Boulevard, Santa Ana, CA 92701 (Project site) known as Garden Court (Project). The Owner plans to rehabilitate 84 units, including both the building exterior and unit interiors.

Improvements will include:

Interior

New cabinets
New countertops
New interior lighting
New HVAC equipment
New doors and frames
Replace Appliances
Drywall repairs
New flooring throughout
Repaint interiors

Exterior

Replace building lighting
Replace landscaping
Replace playground equipment
Stucco repairs
New paint
Roofing
New windows
New decking

The Project consists of 84 total units: 24 one-bedroom units and 60 two-bedroom units. It is anticipated that nine units will be at 30% area median income (AMI), nine units will be at 50% AMI, 29 units will be at 60% AMI, and 36 units will be at 70% AMI. The remaining unit will be an unrestricted manager's unit. AMI levels are based on the HUD Income Limits as shown in **Exhibit A**. There will be no loss of units and bedroom counts will remain the same post-renovations.

The building has four quadrants, each with 21 units. The Project construction plan proposes that each quadrant will be rehabilitated by itself, resulting in four phases to the Project. Each quadrant will take approximately six months to complete.

To renovate the first quadrant, 15 households will be permanently relocated, and a certain number of households will be moved to other Project units temporarily to clear one quadrant. (There are currently six vacant units). Once that quadrant has been rehabilitated, 21 qualified Project households will be moved directly one-time into a newly renovated Project unit, and this process will continue quadrant by quadrant as renovations are completed. When the final quadrant has been completed, any previously displaced qualified tenants will be offered the first right of refusal to return to a Project unit.

The Owner anticipates utilizing financing including Tax-Exempt Bonds, a Seller Carryback Loan, a Deferred Developer Fee, Seller Contribution, Income from Operations, and Limited Partner Equity in the form of Federal Tax Credits.

Due to the proposed funding sources, the Relocation Plan and the relocation program described within meets the requirements of California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

Overland, Pacific & Cutler, LLC (“OPC”), an experienced relocation consulting firm, has been retained to prepare this Relocation Plan (“Plan”) in compliance with regulatory and statutory requirements, to evaluate the present circumstances of affected tenants, identify the permanent housing requirements of the tenants, and to describe the Owner’s on-site moves and permanent relocation plans and available resources.

As of the date of this Plan, 63 households will move one-time into newly renovated Project units on-site, and 15 households will be permanently relocated. (There will also be a certain number of households who will be moved temporarily into other Project units, but the exact number of households is unknown at this time). The needs and characteristics of the Project residents and the Owner’s program to provide assistance to each affected person are general subjects of this Plan.

This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to permanent displacement (**SECTION II**);
3. Assessment of available permanent replacement housing for the Project residents (**SECTION III**);
4. Description of the Owner’s relocation program (**SECTION IV**);
5. Description of the Owner’s Project timeline and budget (**SECTION V**).

I. PROJECT DESCRIPTION

A. REGIONAL LOCATION

The Project is located in the City of Santa Ana within Orange County. The Project site is immediately accessible from Interstate 5 and State Highways 22 and 55 (*Figure 1: Regional Project Location*). Surrounding communities include Orange, Tustin, Irvine, Fountain Valley and Garden Grove.

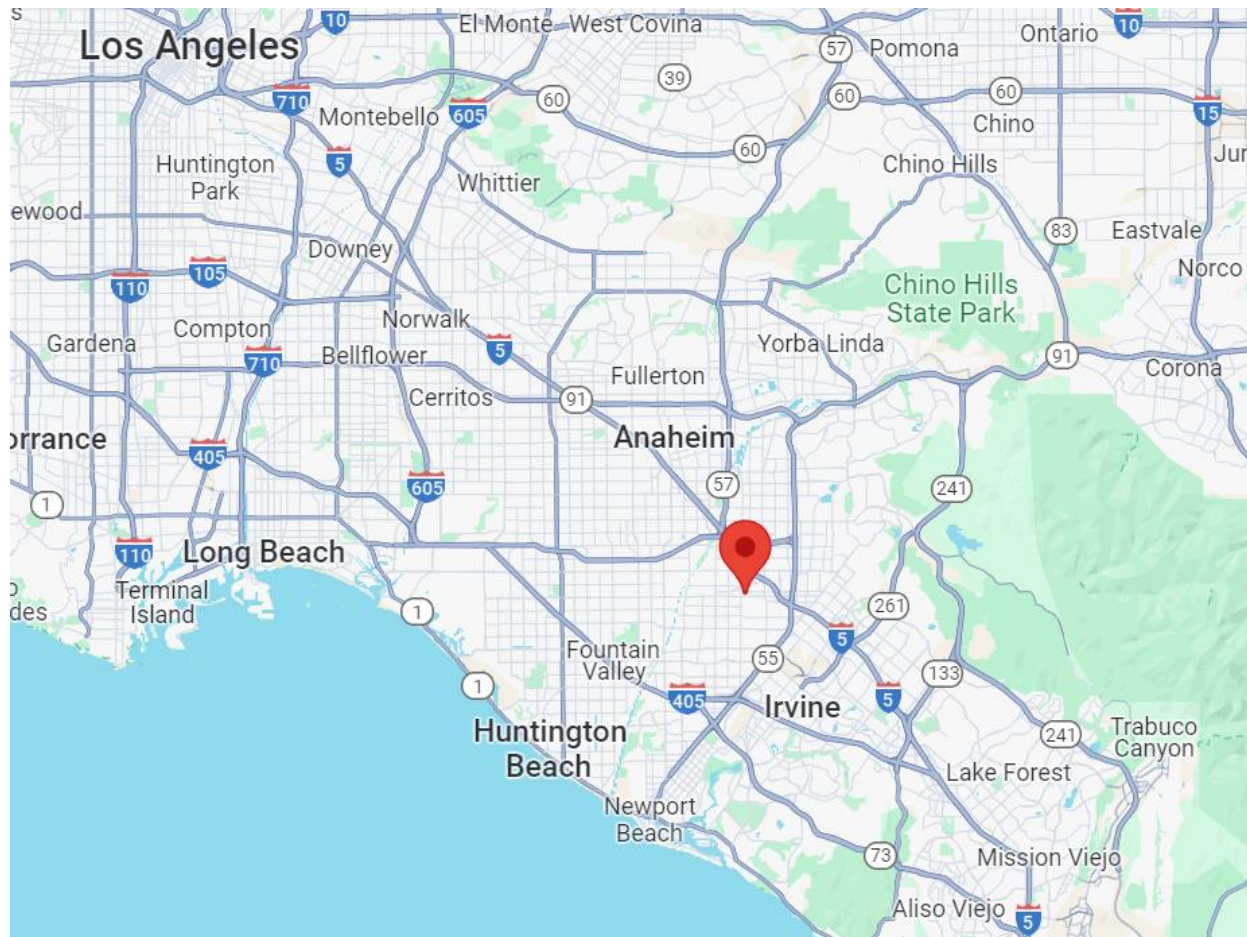


Figure 1: Regional Project Location

B. PROJECT SITE LOCATION AND DESCRIPTION

The Project site is located at 300 E. Santa Ana Boulevard, Santa Ana, CA 92701 and its general boundaries include E. Santa Ana Boulevard, N. Spurgeon Street, E. 5th Street and French Street. The site spans 1.44 acres and one parcel improved with one building with 84 units. As of the date of this Plan, 80 units are occupied by tenants, one unit is occupied by an on-site manager, and three units are vacant (*Figure 2: Project Site and Figure 3: Project site with addresses*).

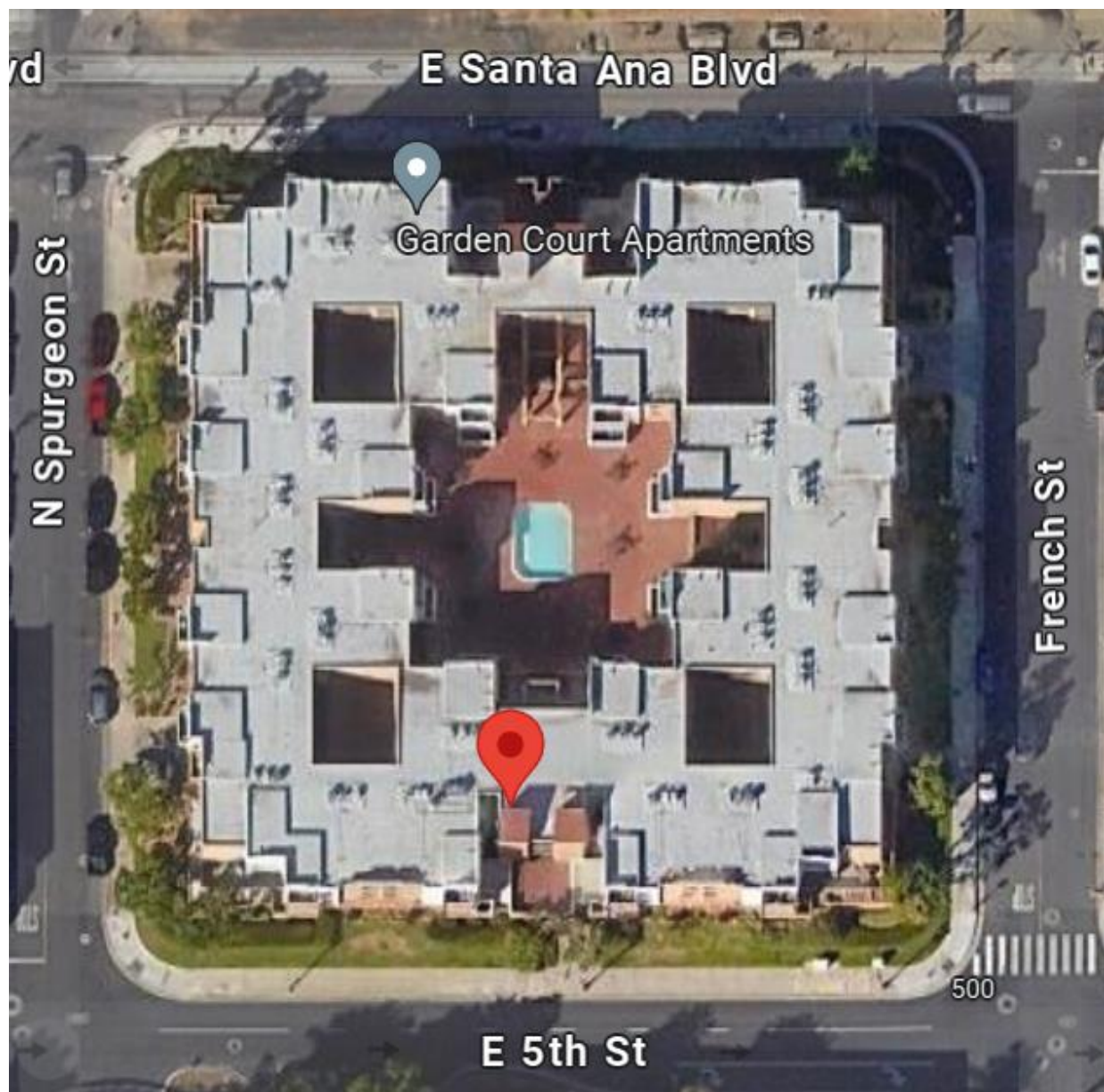


Figure 2: Project site

II. ASSESSMENT OF RELOCATION NEEDS

A. SURVEY METHOD

To obtain information necessary for the preparation of this Plan, OPC interviewed or attempted to interview the Project residents in March and April 2024. Despite multiple attempts, one household did not respond to multiple interview requests via phone messages, door knocking, cards left and property management outreach. Data on the Project households was also provided to OPC by the Owner in March 2024.

For the interviewed households, OPC collected information about the household composition and current circumstances, special needs related to permanent relocation, preferred language, disabilities, gross annual income, and an assessment of personal property to be relocated.

B. OCCUPANT DATA

1. Current Occupants

As of the date of this Plan, there are 84 units to be rehabbed for the Project of which 78 are currently occupied. Sixty-nine of the households (including the manager) are qualified to remain in a Project unit, and nine households are over-income. However, an additional six households will be permanently displaced to facilitate the construction plan previously described.

The Project households range in size from 1-8 individuals and occupy one- and two-bedroom apartment units. The specific households who will be permanently displaced are unknown at this time, but this Relocation Plan will be updated with specific tenant data closer to the funding application in August 2024.

2. Income

Information regarding gross household income was provided by the Developer in July 2024. According to income standards for Orange County (**Exhibit A**) adjusted for family size as published by the United States Department of Housing and Urban Development (HUD), 23 households qualify as Extremely Low Income (30% AMI or below), 25 households qualify as Very Low Income (31% - 50% AMI), 24 households qualify as Low Income (51% -80% AMI), and 6 households are above Low Income (over 80% of AMI). Of the Extremely Low Income households, four currently have section 8 vouchers. The six over-income households presently occupy market rate units. The specific income levels for the households to be permanently displaced will be determined once the 15 households to be relocated are identified.

3. Language

The preferred languages for the Project households are English and Spanish. All verbal communication and required written notices will be provided in the language understood by the tenant and a bilingual relocation agent will be provided, as necessary.

4. Senior/Handicapped Households

It is unknown at this time how many senior or disabled tenants will be permanently displaced. However, appropriate steps will be taken to accommodate mobility challenges and to provide

suitable housing on a first floor or with access to an elevator and an ADA compliant unit when necessary. In addition, all senior and disabled Project tenants will receive extra assistance to make sure their units are move-ready, to move them to their new accommodations on-site or permanent replacement housing off-site and to accommodate any other special needs they may have.

5. Permanent Replacement Housing Needs

Replacement housing needs, as expressed in this plan, are defined by the total number of required replacement units and distribution of those units by bedroom size. The projected number of required units by bedroom size is calculated by comparing current data for household size with the Owner's replacement housing occupancy standards. These standards, generally, allow for up to two persons in a studio unit, three persons in a one-bedroom unit, five persons in a two-bedroom unit, seven persons in a three-bedroom unit and nine or more persons in a four-bedroom unit.

When determining the comparable size of the replacement unit under the State relocation programs, the number of all household members is taken into consideration regardless of legal presence status.

Because the specific 15 households who will be permanently displaced have not yet been identified, based on current household sizes, it is assumed the replacement housing needs may include one-, two-, three- and four-bedroom apartments units.

The Project site is within a densely populated mixed-use area with retail shopping, personal services, restaurants, medical facilities, parks, schools, opportunities for employment, public facilities, social services, and public transportation.

6. Preferred Area to Relocate

Once the households to be permanently displaced have been identified, they will be interviewed to determine their preferred areas to relocate.

III. RELOCATION RESOURCES

A. TEMPORARY HOUSING NEEDS

The Owner's planned rehabilitation and scope of work for the unit upgrades will require 21 households every six months over three phases to move directly into renovated units as their new permanent Project units. Initially, a certain number of households will be required to move on-site into other Project units temporarily. Therefore, no off-site temporary housing will be required.

B. PERMANENT REPLACEMENT HOUSING NEEDS AND AVAILABILITY

Prior to the first phase of construction, 15 households will be required to move off-site as permanent relocations. (Nine of the 15 households are over-income households). Together with the six vacancies plus a certain number of Project households that will have to move to other units on-site, the permanent displacements will create 21 vacant units in one quadrant to allow for the remaining Project households to stay on-site during construction until it is time to permanently move into newly renovated units one quadrant at a time over three phases on a rolling basis.

The income-qualified tenants who must permanently relocate off-site will have the first right of refusal to return to a Project unit after construction on the fourth and final quadrant has been completed.

For residential housing, a resource survey was conducted to identify available comparable rental units within proximity to the Project site. The following sources were utilized:

- Classified rental listings from local newspapers and *For Rent* publications
- Internet sources of rental opportunities

1. Residential Rental Housing

A replacement housing survey was conducted in May 2024 to look for available one-, two-, three- and four-bedroom apartments for rent in Santa Ana and in proximity to the Project site. This data as of the date of this Plan ultimately located within five miles of the Project site is summarized in **Table 1** below and in **Exhibit B**.

Table 1: Availability and Cost of Replacement Rental Housing				
# of Bedrooms	One	Two	Three	Four
# Found	24	24	18	4
Rent Range	\$1,995 - \$2,728	\$2,495 - \$3,099	\$3,200 - \$4,299	\$3,200 - \$4,200
Median Rent	\$2,245	\$2,775	\$3,550	\$3,975

The available units identified were in residential and mixed-use neighborhoods with access to restaurants, retail stores, medical facilities, social services, opportunities for employment, public transportation, parks, schools and opportunities for employment.

The median rent amount shown in the table is among the figures used to make benefit and budget projections for the Plan. This amount is, naturally, subject to change according to the market rates prevailing at the time of displacement.

2. Summary

Considering the above-described availability of replacement housing resources gathered, it appears there are an adequate number of replacement units for the residential occupants.

While adequate replacement resources exist for the tenants, based on survey results of rental opportunities and the tenants' current rent, some tenants may have an increase in monthly rent. Possible increases, if any, will be met through the Owner's obligation under the relocation regulations, including Last Resort Housing (LHR) requirements. (See Section IV, E).

C. RELATED ISSUES

1. Concurrent Residential Displacement

There are no known public projects anticipated in the Project area that will cause significant displacements during the timeframe of anticipated initiation of Project displacements. No residential displacee will be required to move without both adequate notice and access to available, comparable, affordable, decent, safe and sanitary housing.

IV. THE RELOCATION PROGRAM

The Owner's Relocation Program is designed to be responsive to unique Project circumstances, emphasize maintaining personal contact with all affected individuals, and consistently apply all criteria to formulate eligibility and benefit determinations and conform to all applicable requirements. The Owner will provide tenants the assistance, rights and benefits required under the standards and provisions set forth in the State law and regulations and all other applicable regulations and requirements. The relocation program will provide both advisory and financial assistance. Every effort will be made to facilitate relocation arrangements and minimize hardships for the tenants.

The Owner will retain OPC, a multi-lingual consulting firm, to administer the Relocation Program for the tenants. OPC has worked on more than 6,000 public acquisition and relocation projects for more than 46 years. Experienced Owner staff will monitor the performance of OPC and be responsible to approve or disapprove OPC recommendations concerning eligibility and benefit determinations per applicable program requirements.

OPC staff will be available to assist any relocated person and/or household with questions about the relocation process, relocation counseling and/or assistance in relocating. Relocation staff can be contacted at **(800) 400-7356** from 8:00 am to 5:00 pm Monday through Friday and are available via voicemail and/or cellular phones after hours. The Relocation Office is located at **5000 Airport Plaza Drive, Suite 250, Long Beach, CA 90815**. Relocation staff will assist tenants at hours convenient for the tenants and will go to the tenants rather than requiring them to come to an OPC office.

The relocation program consists of two principal constituents: advisory assistance and financial assistance (Relocation Benefits).

A. ADVISORY ASSISTANCE

Advisory assistance services are intended to inform the tenants about the Owner's relocation program, help in the process of securing appropriate permanent replacement accommodations, facilitate claims processing, maintain a communication link with the Owner and coordinate the involvement of outside service providers.

To follow through on the advisory assistance component of the relocation program and assure that the Owner meets their obligations under the law, OPC relocation staff will perform the following functions:

1. Distribute appropriate written information concerning the Owner's relocation program (**Exhibit C**);
2. Inform the eligible households of the nature of, and procedures for, obtaining available relocation benefits;
3. Determine the needs of each household eligible for assistance (including interviews with the persons to be permanently displaced wherein they may indicate special accommodation requests and/or special needs related to permanent relocation);

4. Provide tenants with access to available decent safe and sanitary permanent housing within a reasonable time prior to the moves;
5. Provide transportation to the tenants and their personal property, if necessary, to the permanent accommodations;
6. Inspect permanent housing to assure it meets decent, safe and sanitary standards as described in the CRAL;
7. Assist eligible occupants in the preparation and submission of relocation assistance claims;
8. Provide additional reasonable services necessary to successfully relocate occupants;
9. Make benefit determinations and payments in accordance with applicable laws and the Owner's adopted relocation guidelines;
10. Provide each qualified household with a minimum of 30 days written notice to relocate on-site and each household to be permanently displaced off-site with at least 90 days written notice to vacate;
11. Inform all tenants of the Owner's policies in writing and verbally with regard to eviction and property management;
12. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of the Owner's decisions with respect to relocation assistance; and
13. Provide assistance that does not result in different or separate treatment based on or due to an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

Adequate written and verbal notice and access to affordable decent, safe and sanitary housing will be provided with all requests made to tenants to vacate. Personal contact via phone, text, email, mail and in person, as applicable, will be maintained with all households during the relocation process.

B. QUALIFIED TENANT RELOCATION BENEFITS

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all residents. In the course of the interview and follow-up visits, each household will be counseled as to available options and the consequences of any choice with respect to financial assistance.

The Owner pledges to appropriate special care for households requiring additional assistance in the event of unforeseen circumstances. Relocation assistance information and counseling will be provided in the primary language of the displaced occupants to ensure that all residents obtain a complete understanding of the rehabilitation program and eligible accommodations and services provided. Addition translation services will be provided upon request.

Each time the renovations of one quadrant have been completed, 21 households from a different quadrant will move directly into the newly renovated units as their permanent Project homes until all quadrants have been completed and all Project residents have been moved one-way into renovated units. As stated previously, initially, a certain number of households will need to move into other Project units temporarily to clear one entire quadrant to begin the construction within the first quadrant. Those households will need to move twice on-site.

Residents' furniture and personal property will be moved to their new permanent Project unit by a professional moving company, or they may elect to claim a Fixed Moving Payment based on the most current Federal Fixed move Payment Schedule (current schedule shown on Page 12). Packing and unpacking services will also be offered and provided to all residents at no cost to the residents, if requested. If a household elects to opt out of the packing/unpacking option, packing materials will be provided to residents 2-4 weeks prior to move out days.

Residents will be given at least 30 days' written notice to vacate and move into their temporary and/or new permanent Project units, and advisory services will be provided throughout the relocation process. Relocation staff will provide all required relocation assistance to the households who will move one-way into newly renovated units.

The Owner will directly pay the selected moving company to pack/unpack and move the tenants' personal property and will reimburse tenants for any utility transfer or one-time hook-up fees. Therefore, no tenant should incur any out-of-pocket costs associated with the relocations on-site. However, in the event a tenant does incur a cost related to the relocation on-site, the Owner will reimburse all eligible, reasonable and necessary costs.

C. PERMANENT RELOCATION BENEFITS

Permanent relocation benefits will be provided to non-qualified tenants and tenants required to move permanently to create an empty quadrant in accordance with the provisions of the State Relocation Law and Guidelines, and the Owner rules, regulations and procedures pertaining thereto. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with the Owner's normal administrative procedures.

The Owner will process advance payment requests to mitigate hardships for tenants who do not have access to sufficient funds to pay move-in costs such as first month's rent and/or security deposits. Approved requests will be processed expeditiously to help avoid the loss of desirable, appropriate replacement housing.

Tenants who will be permanently displaced will be eligible for the following relocation assistance:

1. Residential Moving Expense Payments

All eligible residential occupants to be permanently relocated from the Project site will be eligible to receive a payment for moving expenses. Moving expense payments will be made based upon the actual cost of a professional move, or a fixed payment based on a room-count schedule, or a combination of both.

a. Actual Cost (Professional Move)

Displacees may elect to have a licensed professional mover perform the move. The actual cost of the moving services, based on at least two acceptable bids, will be compensated by the Owner in the form of a direct payment to the moving company upon presentation of an invoice. Transportation costs are limited to a distance of 50 miles in either case. In addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

b. Fixed Payment (based on Room Count Schedule)

An occupant may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling or ancillary structures on the property. In this case, the person to be relocated takes full responsibility for the move. The fixed payment includes all utility connections as described in (a), above.

The current schedule for fixed moving payments is set forth in **Table 2** following:

TABLE 2: Schedule of Fixed Moving Payments (effective as of August 2021)	
Unfurnished Dwelling	
One room	\$780
Two rooms	\$1,000
Three rooms	\$1,250
Four rooms	\$1,475
Five rooms	\$1,790
Six rooms	\$2,065
Seven rooms	\$2,380
Eight rooms	\$2,690
each additional room	\$285
Furnished Dwelling	
First Room	\$510
Each additional room	\$100

2. Rental Assistance for Tenant Occupants Who Choose to Rent

To be eligible to receive the rental assistance benefits, the displaced tenant household has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the displacement dwelling.

Except in the case of Last Resort Housing situations (Section E, Page 15), payments to households will be payable over a 42-month period and limited to a total maximum payment of \$5,250 as stated under the Guidelines. (More information regarding rental assistance and

Last Resort Housing will be provided in detail in the informational brochure (**Exhibit C**) that will be provided to each household at the initiation of relocation activities.)

Table 3 below portrays **an example** of a benefits determination under the State relocation program:

TABLE 3: Example Computation of Rental Assistance Payments		
1. Old Rent	\$650	Old Rent and Utilities
or		
2. Ability to Pay	\$700	30% Adjusted, Monthly, Gross Household Income (State)*
3. Lesser of lines 1 or 2	\$650	Base Monthly Rental
Subtracted From:		
4. Actual New Rent	\$750	Actual New Rent and Utilities
or		
5. Comparable Rent	\$775	Determined by District (includes utilities)
6. Lesser of lines 4 or 5	\$750	
7. Yields Monthly Need:	\$100	Subtract line 3 from line 6
Rental Assistance	\$4,200	Multiply line 7 by 42 months

*Gross adjusted income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitate family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (i) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (ii) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (i) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by the Owner; or

- (ii) Thirty percent (30%) of the displaced person's average, monthly, adjusted gross household income. If a tenant refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or
- (iii) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities

3. Downpayment Assistance to Tenants Who Choose to Purchase

The displaced households may opt to apply the entire benefit amount for which they are eligible toward the purchase of a replacement unit.

Residential tenants, who are otherwise eligible to receive the Rental Assistance Payment described above, may choose to receive a lump sum payment equal to forty-two months of rental subsidy (including Last Resort Housing benefits) to purchase a new home.

A displaced household, who chooses to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a home, will have the funds deposited in an open escrow account, provided that the entire amount is used for the downpayment and eligible, incidental costs associated with the purchase of a decent, safe, and sanitary replacement home. A provision shall be made in the escrow arrangements for the prompt return of Owner funds, in the event escrow should fail to close within a reasonable period of time.

Final determination about the type of relocation benefits and assistance for which the household is eligible will be determined upon verification of the household's occupants, length of occupancy and income.

To be eligible to receive the rental assistance benefits, the displaced tenant household has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the Project site.

D. GENERAL INFORMATION ON PAYMENT OF RELOCATION BENEFITS

Claims and supporting documentation for relocation benefits must be filed with the Owner within 30 days from the date the qualified tenant moves to a new unit. Permanently displaced households must file claims for relocation benefits within 18 months of moving from the Project site.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

- 1) Tenants(s) will provide all necessary documentation to substantiate eligibility for assistance;
- 2) Relocation staff will follow up with all temporarily displaced households within one week of return to the permanent unit to remind them of the opportunity to file a claim and will follow up with permanently displaced households within six months of the expiration of the claims period;

- 3) Assistance amounts will be determined in accordance with the provisions of the applicable relocation law and guidelines;
- 4) Required claim forms will be prepared by relocation personnel and reviewed with tenants. Signed claims and supporting documentation will be submitted by relocation personnel to the Owner;
- 5) The Owner will review all claims for payment and determine whether to approve, deny, or seek additional information;
- 6) Final payments to residential permanent displacees will be issued after confirmation that the Project premises have been completely vacated, and actual residency at the replacement unit is verified;
- 7) All correspondence, back-up documentation, claims, receipts of payment and notices will be maintained in the relocation case file.

E. PROGRAM ASSURANCES AND STANDARDS

Adequate funds are available to relocate the Project households. Relocation assistance services will be provided to ensure that displacement does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Unruh Act, Title VIII of the Civil Rights Act of 1968, as well as any other arbitrary or unlawful discrimination.

F. CITY OF SANTA ANA RSO AND JCO

To the extent that the new regulatory agreement restricting 100 percent of the units, other than the manager's unit, has not yet been recorded, Section 8-3120.b.2.D of the City of Santa Ana Rent Stabilization and Just Cause Eviction Ordinance shall apply. However, the Project is eligible for an exemption per Division 2.b.D, intent to demolish or substantially remodel the property.

G. LAST RESORT HOUSING

Based on housing cost and income data derived from the occupants and costs of replacement housing resources, it is anticipated that "comparable replacement housing" may not be available as required for the non-qualified households. Specifically, for renters, when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceeds 30% of the person's average monthly income, Last Resort Housing must be provided.

Therefore, if the Project is to go forward, the Owner will authorize funds to provide housing of last resort. In this situation, funds will be used to make payments in excess of the monetary limit specified in the statute (\$5,250); hence, satisfying the requirement that "comparable replacement housing" is available.

A displaced tenant household will be entitled to consideration for supplementary benefits in the form of Last Resort Housing assistance when the computed replacement housing assistance eligibility exceeds \$5,250 or replacement dwelling monthly rental costs (including utilities and other reasonable recurring expenses) exceed 30% of the person's average monthly income (financial means) or when a tenant fails to meet the 90-day occupancy requirement and comparable

replacement rental housing is not available within the displaced person's financial means. Calculations of Last Resort rental assistance benefits for tenants who fail to meet the 90-day occupancy requirement will be based solely on household income. Non-90-day qualifiers must meet basic eligibility requirements applied to all other displacees.

Recipients of Last Resort rental assistance, who intend to purchase rather than re-rent replacement housing, will have the right to request a lump sum payment of all benefits in the form of downpayment assistance. Tenant households receiving periodic payments will have the option to request a lump sum payment of remaining benefits to assist with the purchase of a decent, safe and sanitary dwelling.

H. RELOCATION TAX CONSEQUENCES

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U. S. Code), or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act (42 U. S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by the Owner or OPC. Tenants are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

I. GRIEVANCE PROCEDURES

The Owner's Relocation Appeals process will be consistent with the provisions within the Guidelines. The right to appeal shall be described in all relocation explanatory material distributed to tenants via mail or in-person visits.

Tenants will have the right to ask for administrative review when they believe themselves aggrieved by a determination as to eligibility, payment amounts, and the failure to provide comparable temporary housing or the Owner's property management practices

Requests for administrative review and informal hearings will be directed to the Owner's Principal, Todd Cottle, who can be reached at todd@c-dev.com or (714) 288-7600. All requests for review will receive written responses from the Owner within three weeks of their receipt. If an informal appeal is denied, appellants will be entitled to file a written request for a formal hearing before an impartial and independent hearing officer. The Owner will provide interpretation services for appeals hearings, if requested by the household.

The appellant does not have to exhaust administrative remedies first; the appeal/grievance can either go directly to HCD or directly to the Court. Any person and/or organization directly affected by the relocation plan may petition the Department of Housing and Community Development (HCD), located at 2020 West El Camino Avenue, Sacramento, CA 95833 to review the relocation plan or HCD can be contacted at 916-263-2769.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.

V. ADMINISTRATIVE PROVISIONS

A. NOTICES

Each notice, which the Owner is required to provide to a Project occupant, shall be personally delivered or sent by certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language.

Persons who are unable to read and understand any notice will be provided with appropriate translation and counseling. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

There are four principal notices:

- 1) Informational Statement
- 2) Notice of Non-Displacement (qualified tenants)
- 2). Notice of Eligibility (tenants to be permanently displaced)
- 3) Notice to Vacate

A Notice of Non-Displacement (NOND) will be distributed to each qualified tenant household (**Exhibit D**). The NOND to the household contains a determination of eligibility to remain in a Project unit post-rehab. The notice also describes the benefits for which the household is eligible. The NOND will be issued to the qualified households once Project funding has been secured.

A Notice of Relocation Eligibility (NOE) will be distributed to each household to be permanently displaced (**Exhibit E**). The NOE to the tenants contains a determination of eligibility for relocation assistance under specific relocation programs and a computation of maximum entitlements based on information provided by the affected household and the analysis of comparable replacement properties identified by relocation staff. The households will receive NOEs as soon as the Project funding is approved, and all of the household information requested has been submitted by the households.

No resident will be asked to temporarily or permanently move to another on-site Project unit without having received at least 30 days' advance written notice of the earliest date by which the move will be necessary. The Relocation Notice or Vacate Notice will state a specific date by which the occupants are required to move and will provide the address of the new Project unit for the household (**Exhibit F**). No household will be required to move permanently from the Project without having received at least 90 days' advance written notice of the earliest date by which the move will be necessary (**Exhibit F**). A date-specific vacate notice will not be issued to any tenants before comparable replacement dwellings have been made available to them and the Relocation Plan has been approved by the local governing body.

In addition to the four principal notices, Owner staff will issue a timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits,
- 2) have moved from the property, and
- 3) have not filed a claim for benefits.

B. PRIVACY OF RECORDS

All information obtained from tenants is considered confidential and will not be shared without the consent of the tenant or the Owner. Owner staff will comply with regulations concerning the safeguarding of relocation files and their contents.

C. EVICTION POLICY

1. Eviction may cause the forfeiture of a tenant's right to relocation assistance or benefits. Relocation records will be documented to reflect the specific circumstances surrounding any eviction action.
2. Eviction may be undertaken for one, or more of the following reasons:
 - (a) Failure to pay rent, except in those cases where the failure to pay is due to the owner's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation, or a substantial interruption of services;
 - (b) Performance of a dangerous, and/or illegal act in the unit;
 - (c) A material breach of the rental agreement, and failure upon notification to correct said breach within 30 days of Notice;
 - (d) Maintenance of a nuisance, and failure to abate such nuisance upon notification within a reasonable time following Notice;
 - (e) Failure to accept permanent accommodations and permanently vacate the unit when requested; or
 - (f) A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the Owner.

D. RESIDENT PARTICIPATION

The Owner held a resident meeting with the Project households on March 13, 2024 to give residents information on the construction plans, timeline and relocation process. As the process for considering the Project moves forward, the Owner will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in reviewing the relocation plan and monitoring the relocation assistance program;
3. Provide technical assistance necessary to interpret elements of the Relocation Plan and other pertinent materials (the Project households will be provided with access to a copy of the Relocation Plan for review and comment once the draft Plan has been completed);
4. Issue a general notice concerning the availability of the Plan for public review, as required, 30 days prior to its proposed approval (the Project households will be provided an Advisory Notice regarding the comment period with a copy of the Relocation Plan); and
5. Include written or oral comments concerning the Plan as an attachment (**Exhibit G**) when it is forwarded to the City of Santa Ana for approval.

E. PROJECTED DATE OF DISPLACEMENT

Construction in the units is expected to begin in early 2025. The Owner anticipates issuing Notices to Temporarily Vacate to the tenants to temporarily relocate in early December 2024 with tenant temporary moves on-site to begin in **March 2025**. Construction is expected to be completed in **March 2027**.

For the households who will be required to move permanently, date specific Notices to Vacate are anticipated to be issued in **December 2024**, at least 90 days in advance of the date they must vacate.

F. ESTIMATED RELOCATION COSTS

The total budget estimate for relocation-related payments to tenants and vendors for this Project is approximately \$1,040,000. Once the specific households to be permanently displaced are identified, this estimate will be updated. The estimated costs will include rental assistance payment (permanent displacements only) and move assistance payments (all households).

If the Project is implemented, and circumstances arise that should change either the number of residential occupants, or the nature of their activity, the Owner will authorize any additional funds that may need to be appropriated. The Owner pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project.

EXHIBIT A

HUD INCOME LIMITS – ORANGE COUNTY

The following figures are approved by the U. S. Department of Housing and Urban Development (HUD) for use in the **County of Orange** to define and determine housing eligibility by income level.

Area Median Income: \$129,000			
Family Size	Extremely Low	Very Low	Low
1 Person	33,150	55,250	88,400
2 Person	37,900	63,100	101,000
3 Person	42,650	71,050	113,650
4 Person	47,350	78,900	126,250
5 Person	51,150	85,250	136,350
6 Person	54,950	91,550	146,450
7 Person	58,750	97,850	156,550
8 Person	62,550	104,150	166,650

Figures are per the Department of Housing and Urban Development (California), **updated in April 2024.**

EXHIBIT B

AVAILABLE REPLACEMENT UNITS

(Will be updated closer to August application date)

EXHIBIT C

INFORMATIONAL STATEMENT

Relocation Assistance Informational Statement for Families and Individuals

(CA State)

Owner:
C&C Development Co., LLC

Project Name:
Garden Court

Owner Representative:

**Overland, Pacific & Cutler, LLC, a division of TranSystems
5000 Airport Plaza Drive, Suite 250
Long Beach, CA 90815
Phone: (800) 400-7356**

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Section 8 Tenants
6. Replacement Housing Payment – Homeowners
7. Qualification For And Filing Of Relocation Claims
8. Last Resort Housing Assistance
9. Rental Agreement
10. Evictions
11. Appeal Procedures – Grievance
12. Tax Status of Relocation Benefits
13. Non-Discrimination and Fair Housing
14. Additional Information And Assistance Available

Spanish speaking agents are available. Si necesita esta información en español, por favor llame a su agente.

Informational Statement for Families and Individuals

(CA State)

1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the Owner using state and/or local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits, or it may take longer to pay you. We suggest you save this informational statement for reference.

The Owner has retained the professional firm of **Overland, Pacific & Cutler, LLC (OPC), a division of TranSystems** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number are listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your agent at OPC, so you will not jeopardize any benefits. This is a general informational brochure only and is not intended to give a detailed description of either the law or regulations pertaining to the Owner's relocation assistance program.

Please continue to pay your rent to the Owner, otherwise you may be evicted and jeopardize the relocation benefits to which you may be entitled to receive. Once the Owner acquires the property, you will also be required to pay rent to the Owner.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Owner, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the Owner, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. Fixed Moving Payment (Self-Move)

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the Owner, and ranges, for example, from \$510.00 for one furnished room to \$2,690.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the Owner will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other related moving fees.

Fixed Moving Schedule CALIFORNIA (Effective 2021)	
Occupant Owns Furniture:	
1 room	\$780
2 rooms	\$1,000
3 rooms	\$1,250
4 rooms	\$1,475
5 rooms	\$1,790
6 rooms	\$2,065
7 rooms	\$2,380
8 rooms	\$2,690
Each additional room	\$285
Occupant does NOT Own Furniture:	
1 room	\$510
Each additional room	\$100

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the Owner pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a "mover" scope of services for Owner approval.

4. REPLACEMENT HOUSING PAYMENT - TENANTS AND CERTAIN OTHERS

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days prior to the initiation of negotiations or an owner who has occupied the present dwelling between 90 and 180 days prior to the initiation of negotiations.

A. Rental Assistance. If you qualify, and **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent and estimated utilities or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

B. Down-payment Assistance. If you qualify and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.

Where a tenant is sharing a dwelling with an owner-occupant and paying the owner-occupant rent for the privilege, the tenant shall not be entitled to more than one-half of the rental assistance otherwise payable.

5. SECTION 8 TENANTS

When you do move, you may be eligible to transfer your Section 8 eligibility to a replacement site. In such cases, a comparable replacement dwelling will be determined based on your family composition at the time of displacement and the current housing program criteria. This may not be the size of the unit you currently occupy. Your relocation agent will provide counseling and other advisory services along with moving benefits.

6. REPLACEMENT HOUSING PAYMENT - HOMEOWNERS

A. If you own and occupy a dwelling to be purchased by the Owner for **at least 180 days** prior to the initiation of negotiations, you may be eligible to receive a payment of up to \$22,500.00 to assist you in purchasing a comparable replacement unit. This payment is intended to cover the following items:

1. **Purchase Price Differential** - An amount which, when added to the amount for which the Owner purchased your property, equals the lesser of the actual cost of your replacement dwelling; **or** the amount determined by the Owner as necessary to purchase a comparable replacement dwelling. Your relocation agent will explain both methods to you.
2. **Mortgage Interest Differential** - The amount which covers the increased interest costs, if any, required to finance a replacement dwelling. Your relocation agent will explain limiting conditions.
3. **Incidental Expenses** - Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.

B. **Rental Assistance Option** - If you are an owner-occupant and choose to rent rather than purchase a replacement dwelling, you may be eligible for a rental assistance payment of up to the amount that you could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between an economic rent of the dwelling you occupy and the rent you must pay for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

7. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the following**:

- For a tenant, the date you move from the displacement dwelling.
- For an owner-occupant, the latter of:
 - a. The date you receive final payment for the displacement dwelling, or, in the case of condemnation, the date the full amount of estimated just compensation is deposited in court; **or**
 - b. The date you move from the displacement dwelling.

All claims for relocation benefits must be filed with the Owner **within eighteen (18) months** from the date on which you receive final payment for your property, or the date on which you move, whichever is later.

8. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Owner will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

9. RENTAL AGREEMENT

As a result of the Owner's action to purchase the property where you live, you may become a tenant of the Owner. If this occurs, you will be asked to sign a rental agreement which will specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

10. EVICTIONS

Any person, who occupies the real property and is not in unlawful occupancy, is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be purchased by the Agency will be required to move without having been provided with at least 90 days written notice from the Agency. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the lessor's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act in the unit;
- Material breach of the rental agreement and failure to correct breach within the legally prescribed notice period;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings; or
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the public entity.

11. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner's Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Owner.

12. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 17001) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. No federal dollars are anticipated for this project. Therefore, federal regulations may not apply and the IRS may consider relocation payments as income. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax-related penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

13. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Owner's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the Owner.

14. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at OPC.

EXHIBIT D

NOTICE OF NONDISPLACEMENT (Qualified households)

Notice of Non-Displacement

<<DATE>>

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants

300 S. Santa Ana Boulevard, Unit _____

Santa Ana, CA 92701

Dear Occupants:

C&C Development Co., LLC (Owner) is interested in rehabilitating the property you currently occupy at **300 S. Santa Ana Boulevard, Santa Ana, CA 92701** as part of the proposed **Garden Court Project** ("Project"). This notice is to inform you of your rights under State law. If the Owner moves forward with the Project, and you are required to move to a different Project unit, you will be eligible for relocation assistance under California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

However, you do not have to move now.

This is not a notice to vacate the premises or a notice of relocation eligibility.

This is a notice of non-displacement.

You will not be required to move permanently as a result of the rehabilitation.

This notice guarantees you the following:

1. The Owner will pay for all eligible costs related to moving expenses, including the cost of moving to a newly renovated unit on-site and utility transfer fees.
2. The unit will be decent, safe and sanitary, and all other conditions of the move will be reasonable.
3. Upon completion of the rehabilitation, you will be able to lease and occupy a Project unit complex under reasonable terms and conditions.
4. You will have no less than 30 days' notice to vacate your unit.

Since you will have the opportunity to occupy a newly rehabilitated apartment, and you are not being required to permanently vacate, we urge you not to move and to remain a tenant in good standing. You must continue to comply with the terms and conditions of your current lease.

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. Please contact us before you make any moving plans.

<<CONSULTANT NAME>> has been hired by the Owner to assist Project residents throughout the relocation process.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner's Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from the Owner.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If the Owner decides not to move forward with the Project, you will be notified in writing.

If you have any questions about this or any other relocation issues, please contact <<NAME>> at <<NUMBER>>.

Sincerely,

<<NAME>>
<<TITLE>>
<<COMPANY NAME>>
<<ADDRESS>>
<<ADDRESS>>

Received by

Delivered on/by: ____/____

X_____
Recipient's Signature

Posted on/by: ____/____

Date

Mailed/receipt received on: ____/____

EXHIBIT E

NOTICE OF ELIGIBILITY

Notice of Eligibility

<<DATE>>

<<NAME>>

300S. Santa Ana Boulevard, Unit _____
Santa Ana, CA 92701

Dear <<NAME>>:

C&C Development Co., LLC (the Owner) is proceeding with the project known as the **Garden Court Project** located at **300 S. Santa Ana Boulevard, Santa Ana, CA 92701.**

You will not be required to move without at least 90 days' advance written notice of the day by which you must vacate. However, you can contact us at any time for assistance with your move and to receive the benefits for which you are eligible.

This is a notice of eligibility for relocation assistance. You are eligible for relocation assistance and benefits under the Owner's Relocation Assistance Program.

When you do move, you will be eligible for assistance per the requirements of California Relocation Assistance Law and the California Code of Regulations Title 25, Division 1, Chapter 6 (Title 25). Additional information about your benefits was previously provided to you in the Informational Statement. You are eligible to receive the following benefits:

1. **RELOCATION ADVISORY ASSISTANCE** provided by Overland, Pacific & Cutler, LLC (TranSystems), a professional firm hired by the Owner to provide relocation assistance to you, such as referrals to replacement housing and help with filing for benefits.
2. **MOVING EXPENSES:** You will receive a payment to assist in moving your personal property. You may select one of the following payments:
 - A. A Fixed Moving Payment based on the number of rooms you occupy (from Informational Statement). Your entitlement under this option for ___ rooms is \$_____; **or**
 - B. A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**
 - C. A combination of both (in some cases).
3. **REPLACEMENT HOUSING ASSISTANCE:** You are eligible for a replacement housing payment to rent or purchase a replacement home. The payment will be based on several factors, including the cost of a "comparable replacement dwelling" and your average household income.

If you rent replacement housing, you may file a claim for a **RENTAL ASSISTANCE** payment, equal to the difference between the monthly rent and utilities necessary to rent a comparable replacement dwelling (as determined by the Owner) and the base monthly rent, multiplied by 42 months.

A study was completed to determine the cost of comparable replacement housing in proximity to where you live. The study indicated that the comparable available housing has a monthly rent and estimated utilities of \$_____ (rent of \$_____ and utilities of \$_____).

Base monthly rent is defined as the lesser of:

- (1) \$_____, which represents the average monthly rent (\$_____) and average monthly utilities (\$____) at your displacement dwelling (if you are paying no rent, the amount is based on the economic rental value of your dwelling); **or**
- (2) \$_____, which represents thirty (30) percent of your gross monthly adjusted household income (If "N/A", income was not used in the calculation because it has been determined the income information provided was insufficient evidence of income.)

Based on the above, your base monthly rent amount is \$_____ and your maximum rental assistance payment is calculated below:

Maximum Rental Assistance Payment Calculation		
1	Comparable Dwelling Cost	\$
2	Base Monthly Rent	\$
3	Monthly Difference (Line 1 minus Line 2)	\$
4	Maximum payment (difference times 42 months)	\$

Your actual payment depends on the cost of the replacement dwelling you decide to rent. If you rent and occupy a replacement dwelling that rents for **less** than the comparable dwelling, your rental assistance payment will be based on the actual cost of your replacement dwelling. If you rent and occupy a replacement dwelling that rents for **more** than the comparable dwelling, your rental assistance payment will be limited by the cost of the comparable dwelling.

If you BUY replacement housing (Downpayment Assistance)

You may use the amount of your rental assistance payment for down payment assistance. Should you choose to buy (rather than rent) a decent, safe and sanitary replacement home, you may use the full amount of your rental assistance payment (\$_____), as calculated above for a down payment and incidental expenses (typically known as "closing costs") associated with the purchase of a replacement dwelling. You are not limited in the type of home you choose.

If you have received any amount as rental supplements, then those amounts will be deducted from all eligible down payment calculations. Let us know if you would prefer to buy a replacement home, and we will help you find such housing.

To be eligible for a replacement housing payment described above, you must rent or purchase and occupy a decent, safe and sanitary replacement dwelling **within 12 months**, as well as file claims for replacement housing or moving payments **within 18 months** from the date you move from your displacement dwelling. **Failure to occupy the replacement dwelling or to submit claims within the above time limits could result in loss of moving and/or replacement housing benefits.**

You do not have to accept any dwelling referred to you by the Owner. You may choose your own replacement, but to qualify for relocation assistance payments it must first be inspected to assure that it meets the "decent, safe and sanitary" standards.

For this reason, **DO NOT MOVE from your home and DO NOT CONTRACT to rent or purchase a replacement dwelling without first contacting your relocation agent.** The “decent, safe and sanitary” inspection is **not** a substitute for a professional housing inspection.

The Relocation Assistance Program is very complex. It is important that you carefully read and understand the matters explained in this notice and in the Informational Statement which was provided to you.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the Owner’s Relocation Assistance Program may have the appeal application reviewed by the Owner in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from your relocation agent.

If at any time you have questions or need assistance, please contact your relocation agent:

<<AGENT NAME>>
5000 Airport Plaza Drive, Suite 250
Long Beach, CA 90815
(800) 400-7356

Sincerely,

Attachment (referrals)

ACKNOWLEDGMENT BY OCCUPANTS

I was personally contacted by the Relocation Agent for the Owner. I have been given a copy of this notice and I have had the available services and entitlements explained to me. I have been advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

Name:	Signature:	Date:
--------------	-------------------	--------------

EXHIBIT F

NOTICES TO VACATE

NOTICE TO RELOCATE

<<DATE>>

<<HEAD OF HOUSEHOLD NAME>> and all other occupants

300 S. Santa Ana Boulevard, Unit _____

Santa Ana, CA 92701

Re: Notice to Relocate

Dear <<NAME>>:

C&C Development, Co., LLC ("Owner") notified you previously of proposed plans to rehabilitate the property you currently occupy at 300 S. Santa Ana Boulevard, Santa Ana, CA 92701.

It has now been determined by the Owner that it is necessary for you to vacate your current unit no later than midnight on <<DATE>>. You will be moving to Unit _____.

We will be contacting you shortly to coordinate and explain the details of your move and the benefits for which you may be eligible. You will receive moving assistance and advisory services, which will be explained to you when you meet with our relocation specialist.

In order not to delay the rehabilitation process, it is very important that we work together to help you move, because you must move out of your current unit by midnight on <<DATE>>.

If you have any questions regarding this or any other relocation issues, please contact your relocation agent, <<NAME>> at <<NUMBER>>.

Sincerely,

<<NAME>>

<<TITLE>>

<<ORG>>

90-Day Notice to Vacate

<<DATE>>

<<HEAD OF HOUSEHOLD NAME>> and all other occupants
300 S. Santa Ana Boulevard, Unit _____
Santa Ana, CA 92701

Dear <<NAMES>>:

C&C Development Co., LLC ("Owner") notified you previously of proposed plans to rehabilitate the property you currently occupy at 300 S. Santa Ana Boulevard, Santa Ana, CA 92701 (called here the "Premises"). The Owner has now determined that it will be necessary for you to vacate the Premises.

Notice is hereby given that the Owner elects to terminate your tenancy beginning <<DATE>> and ending <<DATE>>, and you are hereby to quit and deliver up possession of the property you occupy on or before <<DATE>>. If you do not vacate the Premises by that date, the Owner will initiate legal proceedings to recover possession of the Premises, along with any rents and damages.

During this period, OPC/TranSystems will be available to provide assistance with referrals to replacement sites, coordination with movers and other vendors, the processing of relocation benefit claim forms, and other tasks to help facilitate your relocation. Please contact your relocation agent listed below if you have any questions regarding this notice or the relocation process. Upon vacating your unit, you are responsible for removing all of your personal property, delivering the Premises in satisfactory condition and turning in the keys to your relocation agent.

Sincerely,

Received by

X_____
Recipient's Signature

Date

Delivered on/by: _____/_____

Posted on/by: _____/_____

Mailed/receipt received on: _____/_____

EXHIBIT G

PUBLIC COMMENTS & RESPONSES