

| | | | | | | | | |
|-----|---|---|---------------|---------------|---------------|----------|--|--|
| 151 | 2 | 4 | 730 | \$ 25,200 | \$ 2,100 | 40 | | |
| 152 | 2 | 3 | 730 | \$ 15,600 | \$ 1,300 | 25 | | |
| 153 | 2 | 6 | 730 | \$ 19,200 | \$ 1,600 | 25 | | |
| 154 | 2 | 5 | 730 | \$ 14,736 | \$ 1,228 | 25 | | |
| 155 | 2 | 5 | 730 | \$ 12,456 | \$ 1,038 | 25 | | |
| 156 | 1 | 4 | 730 | \$ 31,200 | \$ 2,600 | 45 | | |
| 157 | 2 | 2 | 730 | \$ 48,000 | \$ 4,000 | 85 | | |
| 158 | 2 | 5 | 730 | \$ 52,800 | \$ 4,400 | 69 | | |
| 159 | 2 | 5 | 730 | \$ 18,000 | \$ 1,500 | 25 | | |
| 160 | 2 | 4 | 700 | \$ 17,280 | \$ 1,440 | 25 | | |
| 201 | 2 | 0 | Vacant | Vacant | Vacant | V | | |
| 202 | 2 | 4 | 730 | \$ 15,600 | \$ 1,300 | 25 | | |
| 203 | 2 | 3 | 730 | \$ 27,648 | \$ 2,304 | 45 | | |
| 204 | 2 | 2 | 730 | \$ 21,600 | \$ 1,800 | 40 | | |
| 205 | 2 | 4 | 730 | \$ 23,520 | \$ 1,960 | 35 | | |
| 206 | 2 | 0 | Vacant | Vacant | Vacant | V | | |
| 207 | 2 | 3 | 730 | \$ 43,200 | \$ 3,600 | 68 | | |
| 208 | 2 | 4 | 730 | \$ 19,200 | \$ 1,600 | 30 | | |
| 209 | 2 | 4 | 730 | \$ 15,360 | \$ 1,280 | 25 | | |
| 210 | 2 | 5 | 730 | \$ 40,800 | \$ 3,400 | 55 | | |
| 211 | 2 | 4 | 730 | \$ 25,200 | \$ 2,100 | 40 | | |
| 212 | 2 | 4 | 730 | \$ 23,040 | \$ 1,920 | 35 | | |
| 213 | 2 | 4 | 730 | \$ 10,800 | \$ 900 | 25 | | |
| 214 | 2 | 0 | Vacant | Vacant | Vacant | V | | |
| 215 | 2 | 4 | 730 | \$ 19,000 | \$ 1,583 | 30 | | |
| 216 | 2 | 4 | 730 | \$ 20,496 | \$ 1,708 | 30 | | |
| 217 | 2 | 0 | Vacant | Vacant | Vacant | V | | |
| 218 | 2 | 5 | 730 | \$ 25,200 | \$ 2,100 | 35 | | |
| 219 | 2 | 3 | 730 | \$ 14,400 | \$ 1,200 | 25 | | |
| 220 | 2 | 2 | 730 | \$ 16,800 | \$ 1,400 | 30 | | |
| 221 | 2 | 3 | 730 | \$ 24,000 | \$ 2,000 | 40 | | |
| 222 | 2 | 4 | 730 | \$ 25,200 | \$ 2,100 | 40 | | |
| 223 | 2 | 6 | 730 | \$ 9,672 | \$ 806 | 25 | | |
| 224 | 1 | 1 | 630 | \$ 17,280 | \$ 1,440 | 35 | | |
| 225 | 2 | 5 | 630 | \$ 22,080 | \$ 1,840 | 30 | | |
| 226 | 2 | 2 | 730 | \$ 22,800 | \$ 1,900 | 45 | | |
| 227 | 2 | 4 | 730 | \$ 6,000 | \$ 500 | 25 | | |
| 228 | 2 | 3 | 730 | \$ 31,200 | \$ 2,600 | 50 | | |
| 229 | 2 | 7 | 730 | \$ 13,440 | \$ 1,120 | 25 | | |
| 230 | 2 | 4 | 730 | \$ 25,200 | \$ 2,100 | 40 | | |
| 231 | 2 | 5 | 730 | \$ 19,200 | \$ 1,600 | 25 | | |
| 232 | 2 | 3 | 730 | \$ 14,400 | \$ 1,200 | 25 | | |
| 233 | 2 | 3 | 730 | \$ 19,200 | \$ 1,600 | 30 | | |
| 234 | 2 | 4 | 730 | \$ 26,400 | \$ 2,200 | 40 | | |
| 235 | 2 | 2 | 630 | \$ 19,200 | \$ 1,600 | 35 | | |
| 236 | 2 | 5 | 630 | \$ 34,800 | \$ 2,900 | 50 | | |
| 237 | 2 | 4 | 730 | \$ 22,800 | \$ 1,900 | 35 | | |
| 238 | 2 | 0 | Vacant | Vacant | Vacant | V | | |
| 239 | 2 | 5 | 730 | \$ 12,624 | \$ 1,052 | 25 | | |
| 240 | 2 | 5 | 730 | \$ 19,200 | \$ 1,600 | 25 | | |
| 241 | 2 | 4 | 730 | \$ 24,480 | \$ 2,040 | 35 | | |
| 242 | 2 | 4 | 730 | \$ 18,000 | \$ 1,500 | 30 | | |

| | | | Vacant | Vacant | Vacant | V | | |
|---|------------|------------|--------|-----------|----------|----|--|--|
| 243 | 2 | 0 | | | | | | |
| 244 | 2 | 5 | 730 | \$ 25,200 | \$ 2,100 | 35 | | |
| 245 | 2 | 3 | 700 | \$ 19,200 | \$ 1,600 | 30 | | |
| 246 | 2 | 3 | 700 | \$ 11,364 | \$ 947 | 25 | | |
| 247 | 2 | 3 | 730 | \$ 12,000 | \$ 1,000 | 25 | | |
| 248 | 2 | 4 | 730 | \$ 24,000 | \$ 2,000 | 35 | | |
| 249 | 2 | 5 | 730 | \$ 19,200 | \$ 1,600 | 25 | | |
| 250 | 2 | 4 | 730 | \$ 14,400 | \$ 1,200 | 25 | | |
| 251 | 2 | 4 | 730 | \$ 21,600 | \$ 1,800 | 30 | | |
| 252 | 2 | 3 | 730 | \$ 19,200 | \$ 1,600 | 30 | | |
| 253 | 2 | 4 | 730 | \$ 13,200 | \$ 1,100 | 25 | | |
| 254 | 2 | 4 | 730 | \$ 10,800 | \$ 900 | 25 | | |
| 255 | 2 | 6 | 730 | \$ 14,400 | \$ 1,200 | 25 | | |
| 256 | 2 | 1 | 730 | \$ 10,800 | \$ 900 | 25 | | |
| 257 | 2 | 5 | 730 | \$ 17,000 | \$ 1,417 | 25 | | |
| 258 | 2 | 5 | 730 | \$ 23,520 | \$ 1,960 | 35 | | |
| 259 | 2 | 3 | 730 | \$ 18,000 | \$ 1,500 | 30 | | |
| 260 | 2 | 3 | 730 | \$ 16,800 | \$ 1,400 | 30 | | |
| Totals | 228 | 451 | | | | | | |
| Over Qualified with Incomes >60% AMI: 7 | | | | | | | | |
| *The AMI level listed is the next AMI level above the HH Income in increments of 5% | | | | | | | | |
| Over Crowded Households Exceeding SHRA Occupany Standards: 17 (2 also OQ) | | | | | | | | |

APPENDIX B

PLANNED RENOVATIONS

**Proposed Rehabilitation Plan
For
6267 Martin Luther King Blvd.
Sacramento, California**

Site & Grounds

- Install landscape drainage
- Replace 8 parking curbs
- Drainage remediation
- Resurface parking lot
- Replace concrete walkway where needed
- Add shrubs where area is bare
- Replace common area flooring
- Paint interior common areas
- Upgrade corridor lighting between buildings
- Pressure wash pool interior
- Construct 1,300 square foot recreation facility

Building Envelope/Exterior

- Replace upper landing rails between buildings
- Replace glass slider doors & screens
- Patch & paint misc. stucco areas where needed
- Replace patio or balcony light fixtures
- Replace all windows, screens and window trim
- Repair or replace cantilever support frames and enclosures
- Repair roof tail overhangs
- Replace roofs throughout

Unit Interior

- Replace kitchen countertops, sinks, disposals, cabinets, dish washers, electric range, tile/linoleum floors
- Replace bathroom shower enclosures, tub, vanity, sink, exhaust fans and floor tile/linoleum
- Repair walls and ceilings above shower enclosures
- Install GFCI protected receptacles in kitchen and bath rooms
- Install C/O detectors
- Add handwire/battery backup smoke detectors in hallways
- Add smoke detector/battery backup in bedrooms
- Replace carpet in all units

Building Mechanical Systems

- Replace boiler
- Replace pool pump equipment
- Replace HVAC units

**CONSTRUCTION COST
ESTIMATES**

| | |
|---|--------------------|
| Rehabilitation | \$1,596,246 |
| Asbestos & Led Paint Removal | \$214,020 |
| Termite Corrections | \$209,440 |
| | <hr/> |
| Total | \$2,019,706 |

Cost per unit: \$16,831

APPENDIX C

**GENERAL INFORMATION NOTICE
(GIN)**

*Sacramento CA 95864
916.224.2727 • Phone
916.359.0676 • Fax*

*Email • rlhastingsassociates@surewest.net
janis@rlhastingsassociates.com
rick@rlhastingsassociates.com*

<date>

GENERAL INFORMATION NOTICE

**FOR RESIDENTS OF THE SUMMERSET APARTMENTS
6267 Martin Luther King Blvd
Sacramento, California 95824**

RE: Pending Purchase of the Summerset Apartments and the Potential Impact on Current Residents

This NOTICE is to inform you that InnerCity Housing Corporation (ICHC) has entered into an agreement to purchase the Summerset Apartments from the current ownership and is expected to take ownership in September 2008. ICHC has applied for federal HOME funds and Redevelopment Tax Increment funds through the Sacramento Housing and Redevelopment Agency (SHRA) to partially finance the acquisition and renovation of the apartments. The use of these funds requires that the units be occupied by households earning no more than 60% of the Area Median Income (AMI) as determined by HUD. Due to these regulations, households with incomes greater than 60% of AMI will be required to move following the purchase of the project.

THIS IS NOT A NOTICE TO MOVE - DO NOT MOVE AT THIS TIME.

Because federal funds are involved in the purchase of this project, your rights are protected under federal relocation law. If following purchase of the project it is determined that you are required to move due to your household income being greater than 60% of AMI you will be eligible to receive relocation assistance under the Uniform Relocation Assistance and Real Properties Acquisition Act of 1970, as amended, and HUD regulations governing the HOME Program.

Following acquisition of the project, the new ownership will determine which households are income-eligible to remain as residents of the Summerset Apartments and which households are eligible for relocation assistance. You can expect to be contacted within two months of the ownership change to set up a personal appointment to review your household situation.

UNTIL YOU RECEIVE A NOTICE OF THIS DETERMINATION IN WRITING FROM THE NEW OWNERSHIP, WE URGE YOU NOT TO MOVE OR SIGN AN AGREEMENT TO PURCHASE OR LEASE A NEW UNIT AT ANOTHER LOCATION.

You should continue to pay your monthly rent to your current landlord and meet all of your current obligations to the Summerset Apartments. Failure to pay rent and fulfill your other obligations as a tenant may be cause for eviction and loss of relocation assistance. All existing lease/rental agreement terms will remain in effect with the new owners. Relocation Assistance does not supersede existing lease terms. If you move or are evicted prior to receiving a Notice of Eligibility for Relocation Assistance you may not receive any assistance.

GENERAL INFORMATION NOTICE

<date>

Page 2

Summerset Apartments

<Tenant Name>

Unit No. < >

Do not move at this time - this is not a notice to vacate your unit.

Please review the attached relocation brochure to better understand the relocation process and your rights as a tenant. Briefly, households that will be displaced (required to move) are eligible for advisory services, referrals to comparable housing, payment for moving costs, and possibly financial assistance to help you rent a replacement unit. Households that will not be displaced may be required to move temporarily during the rehabilitation process and, if required, will also be eligible for certain kinds of assistance. Eligibility for relocation assistance will not occur until the financing agreements between the prospective owner and SHRA are signed. Any and all relocation assistance will be paid by the new owner (ICHC).

If you have additional questions, please contact R.L. Hastings and Associates at 916-224-2727. DO NOT CONTACT ON-SITE PROPERTY MANAGEMENT. If the project does not go forward you will be notified in writing.

Please sign below to acknowledge that you have received and read this notice. Please keep one copy for your records and return the second copy with your signature in the enclosed postage-paid envelope.

I _____ (name) certify that I have received a copy of this letter and have read and understand the contents.

Tenant Signature

Unit No.

Date

- Attachments: Relocation Brochure
- Second Copy of General Information Notice
- Postage-Paid Envelope

APPENDIX D

NOTICE OF NONDISPLACEMENT

Sacramento CA
916.224.2727 • Phone
916.359.0676 • Fax

Email • rlhastingsassociates@surewest.net
janis@rlhastingsassociates.com
rick@rlhastingsassociates.com

<Date>

– NOTICE OF NONDISPLACEMENT –

**SUMMERSET APARTMENTS
6267 Martin Luther King Blvd
Sacramento, California 95824**

Dear <Tenant Name>, Unit # <#>

This is a **NOTICE OF NONDISPLACEMENT**. This **NOTICE** is to inform you that you **will not be required to move** permanently from the Summerset Apartments as a result of the acquisition and rehabilitation of the apartments. This **NOTICE** guarantees you the following:

1. You will be allowed to lease and occupy your present apartment, or another suitable, decent, safe and sanitary apartment in the Summerset Apartments upon completion of the rehabilitation. Your monthly rent will remain the same or, if increased, your new rent and estimated average utility costs for the first lease you execute with the new ownership will not exceed the greater of a) or b) below:
 - a) Your current monthly rent and average utility costs; or
 - b) 10% of the monthly gross income or 30% of the monthly adjusted income of all adult family members of your household, whichever is greater, if you are low income, or 30% of gross monthly income if you are not low income.

Rent increases following the first lease period will be reasonable, as required by law.

2. If you must move temporarily or to a new apartment so that repairs can be completed, you will be reimbursed for all reasonable moving expenses and any additional housing costs (rent and/or utilities) that are incurred.

Since you will have the opportunity to occupy a newly rehabilitated apartment, we urge you **not to move**. **If you do elect to move for your own reasons you will not be eligible to receive relocation assistance**. We will make every effort to accommodate your needs during the rehabilitation process. Because federal funds are involved in this project, your rights are protected by the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, as amended, and HUD regulations governing the HOME Program.

A Notice of Temporary Relocation or a Notice of Requirement to Move may accompany this NOTICE.

Please sign below to acknowledge that you have received and read this notice. This NOTICE is important, please retain one copy for your records and return the second copy with your signature.

I _____ certify that I have received a copy of this letter and have read and understand the contents.

Tenant Signature _____ Unit # _____ Date _____

APPENDIX E

PROSPECTIVE TENANT NOTICE

*Sacramento CA
916.224.2727 • Phone
916.359.0676 • Fax*

*Email • rlhastingsassociates@surewest.net
janis@rlhastingsassociates.com
rick@rlhastingsassociates.com*

<Date of Notice>

– GENERAL INFORMATION NOTICE –

FOR PROSPECTIVE RESIDENTS OF THE SUMMERSSET APARTMENTS

**6267 Martin Luther King Blvd
Sacramento, California 95824**

This NOTICE is to inform you that InnerCity Housing Corporation (ICHC) has entered into an agreement to purchase the Summerset Apartments from the current ownership. ICHC has applied for federal HOME funds and Redevelopment Tax Increment funds through the Sacramento Housing and Redevelopment Agency (SHRA) to partially finance the acquisition and renovation of the apartments. The use of these funds requires that, following rehabilitation, the units be occupied by households earning no more than 60% of the Area Median Income (AMI) as determined by HUD. Due to these regulations, households with incomes greater than 60% of AMI will not qualify to reside in the apartments.

Because Federal HOME funds are being used in the acquisition and rehabilitation of this project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended, will apply to tenants of the project following acquisition. **However, as a new tenant you will not be eligible for relocation benefits under the URA or other laws.**

This notice is to inform you of the following information before you enter into any lease agreement and occupy a unit at any of the above addresses:

- ◆ You may be displaced by the project;
- ◆ You may be required to relocate temporarily;
- ◆ You may be subject to a rent increase;
- ◆ You will not be entitled to any relocation benefits provided under the URA. If you have to move or your rent is increased as a result of the above project, you will not be reimbursed for any costs or expenses incurred in connection with a move or any such rent increase as a result of the project.

Please read this notification carefully prior to signing a rental agreement and moving into the Summerset Apartments. If you should have any questions about this notice, please contact Janis Stonier or Rick Ferrick of R.L. Hastings & Associates at 916.224.2727. After you read and understand this notice, please sign the statement below. Please keep a copy for your records.

I, _____, certify that I have read the above information and understand that neither I nor any other members of my household will be eligible for Relocation Benefits of any kind in the event that the pending sale of the Summerset Apartments results in my being required to move temporarily or permanently from my unit in the Summerset Apartments.

Signature _____

Unit # _____

Date _____

APPENDIX F

REPLACEMENT HOUSING COMPARABLES

Summerset Apartments Comparables

| Name | Phone | Address | Zip | 1Br/1Ba | Size/Sq Ft | Rent | Available | 2Br/1Ba | Size Sq/Ft | Rent | Available |
|---|----------|------------------|-------|---------|------------|-------------|-----------|---------|------------|-------------|-----------|
| Brittany Arms | 395-6070 | 5125 47th Ave | 95824 | Y | 640 | \$640-\$680 | 2 | Y | 890 | \$740-\$780 | 3 |
| Greenridge Apts | 393-0963 | 5351 47th Ave | 94824 | Y | 708 | \$670-\$710 | 6 | Y | 855 | \$790-\$830 | 5 |
| Sun Valley Apts | 422-0305 | 4719 50th Ave | 95823 | Y | 667 | \$599+ | 1 | Y | 838 | \$785 | 1 |
| Ridgestone Apts | 424-5970 | 8180 Center Pkwy | 95823 | Y | 600 | \$685 | 1 | Y | 720 | \$785 | 0 |
| Hampton Park Apts | 424-3302 | 4050 Cuny Ave | 95823 | Y | 590 | \$440 | 0 | Y | 750 | \$650 | 0 |
| ***Summerset Apartments 1 BR is 680 Sq Ft - 2 Br is 740 Sq Ft | | | | | | | | | | | |
| | | | | | Median | \$673 | 10 | | Median | \$785 | 9 |

| Name | Phone | Address | 3 Br/-1.5Ba | Size | Rent | Available | 3Br/2Ba | Size | Rent | Available |
|------------------------|----------|---------------------|-------------|------|---------|-----------|---------|------|---------|-----------|
| Sienna Vista Apts | 331-0604 | 4901 Little Oak Ln | Y | 1200 | \$995 | 0 | N | n/a | n/a | n/a |
| Garfield Village Apts | 344-1039 | 5401 Garfield Ave | N | n/a | n/a | n/a | Y | 1050 | \$1,045 | 0 |
| Summertime Apts | 348-0400 | 6830 Walerga | N | n/a | n/a | n/a | Y | 1056 | \$1,000 | 1 |
| Emerald Place Apts | 488-7733 | 1530 Fulton Ave | Y | 1008 | \$1,000 | 5 | N | n/a | n/a | n/a |
| American River Gardens | 334-0964 | 4942 Ferigo Ln | Y | 1200 | \$1,000 | 1 | N | n/a | n/a | n/a |
| Esplanade Townhomes | 392-1598 | 6058 Riverside Blvd | N | n/a | n/a | n/a | Y | 1136 | \$1,115 | 1 |
| Parkside Apts | 689-4848 | 6825 Jacinto Ave | N | n/a | n/a | n/a | Y | 1114 | \$1,175 | 1 |
| Brentwood Apts | 971-1941 | 2823 El Camino Ave | Y | 1100 | \$1,000 | n/a | N | n/a | n/a | n/a |

Summerset Apartments Comparables

| Name | Phone | Address | Zip | 3 Br/-1.5Ba | Size | Rent | Available | 3Br/2Ba | Size | Rent | Available |
|------------------|----------|-----------------------|-------|-------------|--------|---------|-----------|---------|--------|---------|-----------|
| Azure Park | 427-8539 | 5545 Sky Pkwy | 95823 | N | n/a | n/a | n/a | Y | 1050 | \$860 | 1 |
| River Court Apts | 922-2396 | 1671 W. El Camino Ave | 95833 | N | n/a | n/a | n/a | Y | 1176 | \$1,145 | 1 |
| Phoenix Park | 395-6337 | 4400 Shining Star Dr | 95823 | N | n/a | n/a | n/a | Y | 1040 | \$918 | 5 |
| | | | | | Median | \$1,000 | 6 | | Median | \$1,045 | 10 |

| Name | Phone | Address | Zip | 4Br/2Ba | Size | Rent | Available |
|--------------|----------|----------------------|-------|---------|------|-------|-----------|
| Phoenix Park | 395-6337 | 4400 Shining Star Dr | 95823 | Y | 1430 | \$918 | 5 |

APPENDIX G

HUD BROCHURES

**RELOCATION ASSISTANCE TO TENANTS DISPLACED
FROM THEIR HOMES**

**RELOCATION ASSISTANCE
TO TENANTS DISPLACED
FROM THEIR HOMES**

U.S. Department of Housing and Urban Development
Office of Community Planning
and Development

www.hud.gov/relocation

Introduction

This booklet describes the relocation payments and other relocation assistance provided under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) to tenants displaced from their homes. This includes any family or individual that must move as a direct result of rehabilitation, demolition or acquisition for a project in which Federal funds are used.

If you are notified that you will be displaced, it is important that you **do not move** before you learn what you must do to receive the relocation payments and other assistance to which you are entitled.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

This booklet may not answer all of your questions. If you have more questions about your relocation, contact the Agency responsible for the project. (Check the back of this booklet for the name of the person to contact at the Agency.) Ask your questions before you move. Afterwards, it may be too late.

Summary of Relocation Assistance

As an eligible tenant displaced from your home, you will be offered the following advisory and financial assistance:

- **Advisory Services.** This includes referrals to comparable and suitable replacement homes, the inspection of replacement housing to ensure that it meets established standards, help in preparing claim forms for relocation payments and other assistance to minimize the impact of the move.
- **Payment for Moving Expenses.** You may choose either a:
 - * **Payment for Your Actual Reasonable Moving and Related Expenses, or**
 - * **Fixed Moving Expense and Dislocation Allowance, or**
 - * **A combination of both, based on circumstances.**
- **Replacement Housing Assistance.** To enable you to rent, or if you prefer, buy a comparable or suitable replacement home, you may choose either:

- * **Rental Assistance**, or
- * **Purchase Assistance**.

If you disagree with the Agency's decision as to the relocation assistance for which you are eligible, you may appeal that decision.

General Questions

How Will I Know I Am Eligible For Relocation Assistance?

You should receive a written notice explaining your eligibility for relocation assistance. You should not move before receiving that notice. If you do, you may not receive relocation assistance.

How Will The Agency Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by a representative of the Agency to determine your relocation needs and preferences for replacement housing and advisory services. The interviewer will ask certain questions about you and other members of your household, including questions about your income. It is to your advantage to provide the information so that the Agency can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

How Soon Will I Have To Move?

If possible, a mutually agreeable date for the move will be worked out. You will be given enough time to make plans for moving. Unless there is a health or safety emergency, you will not be required to move without at least 90 days advance written notice of (1) at least one "comparable replacement home" that is available to you and (2) the earliest date by which you must move.

What Is A Comparable Replacement Home?

A comparable replacement home is:

- Decent, safe, and sanitary.
- Functionally equivalent to (and equal or better than) your present home.
- Actually available for you to rent.
- Affordable.
- Reasonably accessible to your place of employment.
- Generally as well located with respect to public and commercial facilities, such as schools and shopping, as your present home.
- Not subject to unreasonable adverse environmental conditions.
- Available to all persons regardless of race, color, religion, sex, or national origin.

What is Decent, Safe, and Sanitary Housing?

Decent, safe, and sanitary housing is housing that:

- Meets applicable housing and occupancy requirements.
- Is structurally sound, weathertight, and in good repair.
- Contains a safe, adequate electrical wiring system.
- Has adequate living space for the occupants.
- Has a kitchen with a sink, hot and cold running water, and connections for a stove and refrigerator (if you were displaced from a housekeeping unit).
- Has a separate, complete bathroom with hot and cold running water.
- Has heating as required by climatic conditions.
- Has an unobstructed exit to safe, open space at ground level.
- Meets standards protecting occupants from lead-based paint hazards.
- If you are person with a physical disability, is free of any barriers which would preclude your reasonable use of the unit.

Will The Agency Help Me Find A Replacement Home?

Yes. You will be provided with referrals to housing that has been inspected to ensure that it meets established standards. If possible, you will be referred to at least three comparable replacement homes. The maximum financial assistance for which you may qualify will be based on the cost of the most representative comparable replacement home that is available to you. Promptly after you become eligible for relocation assistance, the Agency will inform you of such unit and the maximum payment available.

Once the Agency representative has a clear understanding of your needs and preferences, he or she will work with you to assure that you are given the best possible choice of housing. The Agency will offer you appropriate transportation to inspect these units.

If you would like to move to government-owned housing or obtain a Housing Choice Voucher (HCV) let the Agency representative know of your interest. Generally, an eligible displaced person receives preference for such long term housing assistance. You will be given assistance in completing any required application forms.

What If I Find My Own Replacement Housing?

You have every right to find your own replacement housing. However, before you rent or buy, ask the Agency to inspect the unit to make sure that it is decent, safe, and sanitary. If the housing unit is not decent, safe, and sanitary, you will not receive a replacement housing payment.

What If I Encounter A Problem In Obtaining Housing Of My Choice?

If you encounter a problem in buying or renting housing of your choice, notify the Attachment 9 Agency immediately. The Agency will look into the matter and try to resolve it. You will receive this help whether you were referred to the housing unit or found it yourself.

If you are unable to buy or rent a housing unit because of discriminatory practices on the part of a real estate broker, rental agent, lender, or a property owner, the Agency will help you file a formal housing discrimination complaint with the U.S. Department of Housing and Urban Development or the appropriate State or local fair housing agency.

What Other Services Will I Receive?

In addition to help in obtaining a comparable replacement home, other assistance, as necessary, will be provided in order to minimize the impact of your move. This assistance may include referral to appropriate public and private agencies that provide services concerning housing financing, employment, health, welfare, or legal assistance. The range of services depends on the needs of the person being displaced. You should ask the Agency representative to tell you about the specific services that will be available to help you and your family.

What Is a Payment For Actual Reasonable Moving and Related Expenses?

You may choose to receive a relocation payment to cover the reasonable cost of your move. If you choose a Payment For Actual Reasonable Moving And Related Expenses, you may include in your claim the reasonable and necessary costs for:

- Transportation for you and your family.
- Packing, moving and unpacking your household goods.
- Disconnecting and reconnecting household appliances and other personal property (e.g., telephone and cable TV).
- Storage of household goods, as may be necessary.
- Insurance for the replacement value of your property during the move and necessary storage.
- The replacement value of property lost, stolen or damaged in the move (but not through your neglect) if insurance is not reasonably available.

The Agency will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for any costs that you incur, so keep all your receipts. Select your mover with care. The Agency can help you select a reliable and reputable mover.

You may elect to pay your moving costs yourself and be repaid by the Agency or, if you prefer, you may have the Agency pay the mover. In either case, let the Agency know before you move.

What Is A Fixed Moving Expense And Dislocation Allowance?

If you choose a Fixed Moving Expense and Dislocation Allowance, you will receive an allowance which is based on the number of rooms in your home or the number of rooms

of furniture you will be moving, as shown on a schedule. The Agency has a copy of Attachment 9 schedule and will help you decide whether choosing this allowance is in your best interest.

If you do not have a large amount of personal property to move, this payment should be more advantageous. No special documentation is required to support your claim. You need only move your personal property and complete the appropriate claim form in order to receive your payment.

How Much Rental Assistance Will I Receive?

You may be eligible to receive Rental Assistance for a 42-month period. The assistance is computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" for your present home from the cost of rent and utilities for your new home (or a comparable replacement home, if that cost is lower). That monthly need, if any, is multiplied by 42, to determine the total amount that you will receive. This amount will be paid directly to you. The Agency must provide the assistance in monthly installments or other periodic payments. Generally, the base monthly rent for your present home is the lesser of: (1) the monthly rent and average monthly cost for utilities, or (2) thirty (30) percent of your average monthly gross household income, if you are low-income based on HUD income limits.

Examples: Let's say that the monthly rent and average cost for utilities for your present home are \$250; the monthly rent and estimated average utility costs for a comparable replacement home are \$350; and your monthly gross income is \$700. In this case your "base monthly rent" would be \$210 because you are low-income and that amount (30 percent of your income) is less than the monthly cost of rent and utilities at your present home (\$250).

- If you rent a replacement home for \$360 per month, including estimated average monthly utility charges, you will receive \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the cost for a comparable replacement home (\$350)).
- If you rent a replacement home for \$310, including estimated average monthly utility charges, you will receive \$4,200. That amount is 42 times \$100 (the difference between the "base monthly rent" for your present home (\$210) and the actual cost of your new home (\$310)).

To qualify for rental assistance, you must rent and occupy a decent, safe, and sanitary home within one year after the date you move. However, the Agency will extend this period for good cause.

If I Decide to Buy, Rather Than Rent, How Much Assistance Will I Receive?

If you buy a replacement home, you may be eligible for assistance to make a down

payment equal to the amount you would receive if you rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum.

Example: Assuming the information in the prior examples, the downpayment assistance payment would be \$5,880. That amount is 42 times \$140 (the difference between the "base monthly rent" for your present home (\$210) and the monthly rent and estimated average monthly utilities cost for a comparable replacement home (\$350). The full amount of the payment must be applied to the purchase of the replacement dwelling.

Must I File A Claim To Obtain A Relocation Payment?

Yes. You must file a claim for each relocation payment. The Agency will, however, provide you with the required claim form, help you to complete it, and explain the type of documentation, if any, that you must submit in order to receive the payment.

If you must pay any relocation expenses before you move (e.g., a security deposit when you sign a lease for your new home), discuss your financial needs with the Agency. While refundable deposits are not covered by URA payments, you may be able to obtain an advance payment to meet these costs. An advance payment may be placed in "escrow" or paid directly to a contractor to ensure that the move will be completed on a timely basis.

You must file your claim within 18 months after the date you move. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, ask the Agency to extend this period.

Be careful not to confuse this 18-month period with the 12-month period within which you must rent (or buy) and occupy a replacement dwelling in order to be eligible for a replacement housing payment.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

Will I Have To Pay Rent To The Agency Before I Move?

If the Agency acquires the property in which you live, you may be required to pay a fair rent to the Agency for the period between the acquisition of the property and the date that you move. Such rent will not exceed the market rent for comparable properties in the area.

Do I Have To Pay Federal Income Taxes On My Relocation Payments?

No. Section 216 of the URA states that you need not report relocation payments as part of your gross income for Federal tax purposes. For information on State or local income taxes, you should check with the State or local income tax office in your area or with your personal

What If I Don't Receive The Required Assistance. Can I Appeal?

If you disagree with the Agency's decision as to your right to relocation assistance or the amount of a payment, or the adequacy of the housing to which you have been referred, you may appeal the decision to the Agency.

The Agency will inform you of its appeal procedures. At a minimum, you will have 60 days to file your appeal with the Agency after you receive written notification of the Agency's determination on your claim. Your appeal must be in writing. However, if you need help, the Agency will assist you in preparing your appeal.

If you are a low- or moderate-income person and are dissatisfied with the Agency's determination on your appeal, you may have an additional right to request administrative review of that decision (e.g., by HUD or the State).

You can expect a fair decision on any appeal. However, if you are not satisfied with the final administrative decision on your appeal, you may seek review of the matter by the courts.

I Have More Questions. Who Will Answer Them?

If you have further questions after reading this booklet, contact the Agency and discuss your concerns with an Agency representative.

Agency : R.L. Hastings & Associates, LLC (Relocation Consultants)

Address: P.O. Box 661618, Sacramento, CA 95866-1618

Office Hours: 9:00a.m. to 5:00p.m.

Telephone No.: 916.224.2727 (fax: 916.359.0676)

Person to Contact: Janis Stonier or Rick Feerick

Departamento de Vivienda y Desarrollo Urbano de EE.UU.
Oficina de Planificación y Desarrollo Comunitario
www.HUD.GOV/Relocation

ASISTENCIA PARA LA REUBICACIÓN A INQUILINOS DESPLAZADOS DE SUS HOGARES

Introducción

Este folleto describe los pagos de reubicación y otra asistencia de reubicación suministrada según la Ley de Política Uniforme de Asistencia para la Reubicación y Adquisición de Propiedades Inmuebles de 1970, y sus reformas (URA, siglas en inglés) a los inquilinos desplazados de sus hogares. Esto incluye a cualquier familia o individuo que debe mudarse como resultado directo de la restauración, demolición o adquisición para un proyecto en el cual se utilizan fondos federales.

Si a usted se le notifica que será reubicado, es importante que **no se mude** antes de que entienda lo que debe hacer para recibir los pagos de reubicación y otra asistencia a la que tiene derecho.

A tenor de la Ley Pública 105-117, los extranjeros que no están presentes lícitamente en los Estados Unidos no son elegibles para la asistencia para la reubicación, a menos que tal falta de elegibilidad resultaría en dificultades excepcionales a un cónyuge, padre o hijo que reúne los requisitos. Se le exige a toda persona que solicite asistencia para la reubicación que certifique que es ciudadano o nacional de los Estados Unidos o extranjero presente lícitamente en los Estados Unidos.

Es posible que este folleto no conteste todas las preguntas que usted pueda tener. Si tiene más preguntas acerca de su reubicación, póngase en contacto con la Agencia responsable del proyecto. (Consulte el nombre de la persona con quien debe ponerse en contacto en la Agencia, en la contraportada de este folleto.) Haga sus preguntas antes de mudarse. Después de eso, podrá ser demasiado tarde.

Resumen de la Asistencia para la Reubicación

Como inquilino elegible desplazado de su hogar, a usted se le ofrecerá la siguiente asistencia asesora y económica:

- **Servicios de asesoría.** Esto incluye recomendaciones de viviendas comparables y aptas de reemplazo, la inspección de la vivienda de reemplazo para asegurar que cumpla con las normas establecidas, ayuda preparando formularios de reclamación para los pagos de reubicación y otra asistencia para minimizar el impacto de la mudanza.
- **Pago real y razonable relacionados a sus de mudanza.** Usted puede escoger uno de los siguientes:
 - **Pago real y razonable relacionado a sus Gastos de Mudanza y, o**

- **Subsidio Fijo para los Gastos de Mudanza y la Reubicación, o**
- **Una combinación de los dos, dependiendo de las circunstancias.**

Asistencia para la vivienda de reemplazo. Para permitir que usted alquile o si prefiere, compre una vivienda de reemplazo que sea comparable o apta, usted puede escoger, bien sea:

- **Asistencia para alquilar, o**
- **Asistencia para comprar.**

Si usted no está de acuerdo con la decisión que toma la Agencia en cuanto a la asistencia para la reubicación para la cual usted es elegible, usted puede apelar esa decisión.

Preguntas Generales

¿Cómo sé que soy elegible para la asistencia para la reubicación?

Usted debe recibir un aviso por escrito explicando su elegibilidad para la asistencia para la reubicación. No debe mudarse antes de recibir ese aviso. Si lo hace, es posible que no reciba asistencia para la reubicación.

¿Cómo sabrá la Agencia cuánta ayuda necesito?

Se le contactará en una fecha temprana y un representante de la Agencia lo entrevistará para determinar sus necesidades de reubicación y preferencias en cuanto a una vivienda de reemplazo y servicios de asesoramiento. La persona que lo entrevista le hará ciertas preguntas acerca de usted y otros miembros de su familia, incluidas preguntas acerca de sus ingresos. Le conviene suministrar la información para que la Agencia pueda ayudarle a mudarse con lo mínimo en dificultades. La información que usted suministre se mantendrá confidencial.

¿Cuándo tendré que mudarme?

De ser posible, se acordará una fecha mutuamente satisfactoria para la mudanza. Se le dará suficiente tiempo para que planifique la mudanza. A menos que haya una emergencia de salud o seguridad, no se le exigirá que se mude sin un aviso por escrito con por lo menos 90 días de anticipación, informándole de (1) por lo menos una “vivienda comparable de reemplazo” que esté disponible para usted y (2) la fecha más temprana para la cual usted debe mudarse.

¿Qué es una vivienda comparable de reemplazo?

Una vivienda comparable de reemplazo es:

- Decente, segura y sanitaria.
- Funcionalmente equivalente (e igual o mejor) a su vivienda actual.
- Efectivamente disponible para que usted la alquile.
- Al alcance de sus medios financieros.
- Razonablemente accesible a su lugar de empleo.
- Generalmente tan bien ubicada con respecto a las instalaciones públicas y comerciales, tales como las escuelas y las compras, como su vivienda actual.
- No sujeta a condiciones ambientales irrazonablemente adversas.
- Disponible para todas las personas sin importar la raza, el color, la religión, el sexo o el origen nacional.

¿Qué es una vivienda decente, segura y sanitaria?

Una vivienda decente, segura y sanitaria es una vivienda que:

- Cumple con los requisitos aplicables de vivienda y tenencia.
- Es estructuralmente sólida, está a prueba de la intemperie y ha sido bien mantenida.
- Contiene un sistema de alambrado eléctrico seguro y adecuado.
- Tiene un espacio para vivir adecuado para los ocupantes.
- Tiene una cocina con lavabo, agua corriente caliente y fría y conexiones para una estufa y un refrigerador (si se le desplaza de una unidad de vivienda completa, con todos los artefactos (housekeeping unit)).
- Tiene un baño separado y completo, con agua corriente caliente y fría.
- Tiene calefacción, según lo exijan las condiciones del clima.
- Tiene una salida sin obstrucción a un espacio abierto y seguro al nivel del suelo.
- Cumple con las normas que protegen a los ocupantes de peligros por pintura con base de plomo.
- Si eres una persona con alguna incapacidad física, será libre de cualquier barrera que impediría su uso razonable de la unidad.

¿Me ayudará la Agencia a encontrar una vivienda de reemplazo?

Sí. Se le suministrarán recomendaciones de viviendas que han sido inspeccionadas a fin de asegurar que cumplan con las normas establecidas. De ser posible, se le recomendarán por lo menos tres viviendas comparables de reemplazo. La asistencia económica máxima para la cual usted pueda reunir los requisitos se basará en el costo de la vivienda comparable de reemplazo más representativa que esté disponible para usted. Inmediatamente después de que usted sea elegible para la asistencia para la reubicación, la Agencia le informará de tal unidad y el pago máximo disponible.

Una vez que el representante de la Agencia entienda claramente sus necesidades y preferencias, él o ella trabajará con usted para asegurar que a usted se le dé la mejor opción de vivienda posible. La Agencia le ofrecerá transporte apropiado para que inspeccione esas unidades.

Si le gustaría mudarse a una vivienda que le pertenece al gobierno u obtener un “Vale de Housing Choice” (HCV), infórme a la Agencia que está interesado. Por lo general, a una persona reubicada elegible se le da preferencia para tal asistencia para la vivienda a largo plazo. Se le ayudará a completar cualquier formulario de solicitud que sea necesario.

¿Qué pasa si encuentro mi propia vivienda de reemplazo?

Usted tiene todo derecho a encontrar su propia vivienda de reemplazo. Sin embargo, antes de decidir si alquilar o comprar, pídale a la Agencia que inspeccione la unidad para asegurar que sea decente, segura y sanitaria. Si la unidad de vivienda no es decente, segura y sanitaria, usted no recibirá ningún pago por la vivienda de reemplazo.

¿Qué pasa si tengo un problema obteniendo una vivienda de mi preferencia?

Si tiene un problema comprando o alquilando una vivienda de su preferencia, notifíquelo a la Agencia de inmediato. La Agencia investigará el asunto y tratará de resolverlo. Usted recibirá esa ayuda sin importar si se le recomendó la unidad de vivienda o si la encontró usted mismo.

Si no puede comprar o alquilar una unidad de vivienda debido a prácticas discriminatorias por parte de un corredor de bienes raíces, agente de alquiler, prestamista o propietario, la Agencia le ayudará a registrar una queja formal de discriminación en la vivienda con el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos o la agencia de viviendas equitativas estatal o local apropiada.

¿Qué otros servicios recibiré?

Además de ayudarle a obtener una vivienda comparable de reemplazo, se suministrará otra asistencia, según sea necesario, a fin de minimizar el impacto de su mudanza. Esta asistencia podría incluir una recomendación a las agencias públicas y privadas apropiadas de financiamiento de viviendas, empleo, salud, bienestar o asistencia legal. La gama de servicios depende de las necesidades de la persona a la que se le está reubicando. Se le recomienda que le pida al representante de la Agencia que le explique acerca de los servicios específicos que estarán disponibles para ayudarle a usted y a su familia.

¿Qué es un pago real y razonable relacionado a los Gastos de Mudanza?

Usted puede optar por recibir un pago de reubicación para cubrir el costo razonable de su mudanza. Si usted escoge un Pago para Gastos de Mudanza y Relacionados Efectivos y Razonables, usted podrá incluir en su reclamación los costos razonables y necesarios para:

- Transporte para usted y su familia.
- Empacar, mudar y desempacar sus bienes del hogar.
- Desconectar y volver a conectar los electrodomésticos del hogar y otros bienes personales (por ej., el teléfono y la televisión por cable).
- Almacenamiento de los bienes del hogar, según pueda ser necesario.

- Seguro para el valor de reemplazo de sus bienes durante la mudanza y el almacenamiento necesario.
- El valor de reemplazo de bienes extraviados, robados o dañados en la mudanza (pero que no sea por negligencia suya) si no está razonablemente disponible el seguro.

La Agencia explicará todos los costos de mudanza, tanto los elegibles como los no elegibles. Usted debe estar preparado para rendir cuentas por cualquier costo en que incurra, de manera que debe guardar todos sus recibos. Seleccione a su empresa de mudanza con cuidado. La Agencia puede ayudarle a seleccionar una empresa de mudanza confiable y de buena reputación.

Usted puede optar por pagar sus costos de mudanza usted mismo y que le reembolse la Agencia o, si prefiere, puede pedirle a la Agencia que le pague a la empresa de mudanza. De cualquier forma, infórmele a la Agencia antes de que se mude.

¿Qué es un Subsidio Fijo para los Gastos de Mudanza y la Reubicación?

Si escoge un Subsidio Fijo para los Gastos de Mudanza y la Reubicación, recibirá un subsidio que se basa en el número de habitaciones en su casa o el número de habitaciones de muebles que usted mudará, según se muestra en una tabla. La Agencia tiene una copia de la tabla y le ayudará a decidir si optar por este subsidio es lo que más le conviene.

Si no tiene una cantidad grande de bienes personales que mudar, este pago debería ser más ventajoso. No se requiere ninguna documentación especial para justificar su reclamación. Lo único que tiene que hacer es mudar sus bienes personales y completar el formulario de reclamación apropiado a fin de recibir su pago.

¿Cuánta Asistencia de Alquiler recibiré?

Es posible que pueda ser elegible para recibir Asistencia de Alquiler por un período de 42 meses. La asistencia se calcula de la siguiente manera:

La asistencia necesaria para un mes se determina restando el “alquiler mensual base” de su vivienda actual al costo del alquiler y los servicios públicos para su vivienda nueva (o una vivienda comparable de reemplazo, en caso de que ese costo sea más bajo). Esa necesidad mensual, si la hubiere, es multiplicada por 42, para determinar la cantidad total que usted recibirá. Esta cantidad se le pagará directamente a usted. La Agencia debe proporcionar la asistencia en pagos mensuales u otros pagos periódicos. Por lo general, el alquiler mensual base para su vivienda actual es la cantidad que resulte menor entre: (1) el alquiler mensual y el costo mensual promedio de los servicios públicos o (2) el treinta (30) por ciento de sus ingresos familiares brutos mensuales promedio, si usted es una persona de bajos recursos basado en los límites de ingresos de HUD).

Ejemplos: Digamos que el alquiler mensual y el costo promedio de los servicios para su vivienda actual son de \$250; el alquiler mensual y los costos de los servicios públicos promedio estimados para una vivienda comparable de reemplazo son de \$350; y sus

ingresos brutos mensuales son de \$700. En este caso, su "alquiler mensual base" sería de \$210 por que eres una persona de bajos recursos y esa cantidad (el 30 por ciento de sus ingresos) es inferior al costo mensual del alquiler y los servicios públicos en su vivienda actual (\$250).

- Si usted alquila una vivienda de reemplazo por \$360 al mes, incluidos los cargos por servicios públicos mensuales promedio estimados, usted recibirá \$5,880. Esa cantidad es 42 multiplicado por \$140 (la diferencia entre el "alquiler mensual base" de su vivienda actual (\$210) y el costo de una vivienda comparable de reemplazo (\$350)).
- Si usted alquila una vivienda de reemplazo por \$310, incluidos los cargos por servicios públicos mensuales promedio estimados, usted recibirá \$4,200. Esa cantidad es 42 multiplicado por \$100 (la diferencia entre el "alquiler mensual base" de su vivienda actual (\$210) y el costo efectivo de su vivienda nueva (\$310)).

Para reunir los requisitos para la asistencia de alquiler, usted debe alquilar y ocupar una vivienda decente, segura y sanitaria dentro de un año después de la fecha en que se mude. Sin embargo, la Agencia extenderá este período por buena causa.

Si decido comprar, en vez de alquilar, ¿cuánta asistencia recibiré?

Si usted compra una vivienda de reemplazo, podrá ser elegible para asistencia para hacer un pago inicial equivalente a la cantidad que usted recibiría si alquilara una vivienda comparable de reemplazo (o sea, 42 multiplicado por la cantidad obtenida si se resta el "alquiler mensual base" para su vivienda al alquiler mensual y los costos de servicios públicos mensuales promedio estimados para una vivienda comparable de reemplazo). Un pago de asistencia para el pago inicial se hará en una suma global.

Ejemplo: Suponiendo la información en los ejemplos previos, la asistencia de pago para el pago inicial sería de \$5,880. Esa cantidad es 42 multiplicado por \$140 (la diferencia entre el "alquiler mensual base" de su vivienda actual (\$210) y el alquiler mensual y el costo de los servicios públicos mensuales promedio estimados para una vivienda comparable de reemplazo (\$350). La cantidad completa del pago debe aplicarse a la compra de la vivienda de reemplazo.

¿Debo someter una reclamación para obtener un pago de reubicación?

Sí. Usted debe registrar una reclamación para cada pago de reubicación. Sin embargo, la Agencia le suministrará el formulario de reclamación necesario, le ayudará a completarlo y le explicará el tipo de documentación, si la hubiere, que usted debe remitir a fin de recibir el pago.

En caso de que sea necesario pagar cualquier gasto de reubicación antes de que se mude (por ej., un depósito de garantía cuando firma el contrato de arrendamiento para su vivienda nueva), hable con la Agencia acerca de sus necesidades económicas. Los depósitos

refundables no están cubiertos por la URA, de todas formas es posible puede obtener un pago adelantado para cubrir estos costos. Un pago por adelantado puede colocarse en “plica” o pagarse directamente a un contratista para asegurar que la mudanza se complete oportunamente.

Usted debe someter su reclamación dentro de 18 meses después de la fecha en que se muda. Sin embargo, le conviene someterla tan pronto como sea posible después de que se muda. Cuanto más temprano remite su reclamación, más temprano podrá tramitarse y pagarse. Si no puede someter su reclamación dentro de 18 meses, pídale a la Agencia que prorrogue este plazo.

Tenga cuidado de no confundir este período de 18 meses con el período de 12 meses dentro del cual usted debe alquilar (o comprar) y ocupar una vivienda de reemplazo a fin de ser elegible para un pago por vivienda de reemplazo.

A usted se le pagará sin demora alguna después de que registre una reclamación aceptable. Si hay cualquier pregunta acerca de su derecho a un pago por reubicación o la cantidad del pago, se le notificará por escrito del problema y la acción que usted puede tomar para resolver el asunto.

¿Tendré que pagarle renta a la Agencia antes de que me mude?

Si la Agencia adquiere la propiedad en la cual usted vive, es posible que se le exija que pague una renta justa a la Agencia para el período entre la adquisición de la propiedad y la fecha en la que usted se muda. Tal renta no excederá la renta en el mercado para propiedades comparables en el área.

¿Tengo que pagar impuestos federales sobre los ingresos con respecto a mis pagos de reubicación?

No. La Sección 216 de la Ley de Reubicación Uniforme dice que no es necesario que usted declare los pagos por reubicación como parte de sus ingresos brutos para fines de los impuestos federales. Para información acerca de los impuestos sobre los ingresos estatales o locales, se recomienda que consulte con la oficina de impuestos sobre los ingresos estatal o local en su área o con su asesor personal en impuestos.

¿Qué pasa si no recibo la asistencia necesaria? ¿Puedo apelar?

Si no está de acuerdo con la decisión que toma la Agencia en cuanto a su derecho a la asistencia de reubicación o la cantidad de un pago o en cuanto a si la vivienda que se le ha recomendado es adecuada, usted puede apelar la decisión a la Agencia.

La Agencia le informará acerca de sus procedimientos de apelación. Como mínimo, usted tendrá 60 días para someter su apelación con la Agencia después de que usted reciba notificación por escrito de la determinación de la Agencia acerca de su reclamación. Su apelación debe hacerse por escrito. Sin embargo, si necesita ayuda, la Agencia le ayudará a

preparar su apelación.

Si usted es una persona de bajos recursos o ingresos moderados y no queda satisfecho(a) con la determinación de la Agencia sobre su apelación, usted podrá tener un derecho adicional a solicitar una revisión administrativa de esa decisión (por ej., por HUD o por el Estado).

Usted puede esperar una decisión justa con respecto a cualquier apelación. Sin embargo, si no queda satisfecho(a) con la decisión administrativa definitiva con respecto a su apelación, puede procurar que las cortes conozcan la cuestión.

Tengo más preguntas. ¿Quién me las contestará?

Si tiene más preguntas después de haber leído este folleto, póngase en contacto con la Agencia y discuta sus preocupaciones con un representante de la Agencia.

Agencia: R.L. Hastings & Associates, LLC (Relocation Consultants)

Dirección: P.O. Box 661618, Sacramento, CA 95866-1618

Horario de oficina: 9:00a.m. to 5:00p.m.

No. de teléfono: 916.224.2727 (fax: 916.359.0676)

Persona con quien se debe poner en contacto: Janis Stonier or Rick Feerick

HUD-1042-CPD-1

Marzo 2005

(La edición previa está obsoleta)

April 11, 2008

InnerCity Housing Corporation, Inc.
DBA Summerset Apartments Investors, L.P.
770 L Street, Suite 950
Sacramento, CA 95824
Attention: Mr. Sam Walton

RE: Conditional funding commitment, Summerset Apartments

Dear Mr. Sam Walton:

On behalf of the Sacramento Housing and Redevelopment Agency and the Redevelopment Agency of the City of Sacramento (Together "Agency"), we are pleased to advise you of its commitment of acquisition, rehabilitation and permanent loan funds ("Loan") from the County Home Investment Partnership (HOME) Funds and County Aggregated Low/Mod Tax Increment Funds for the purpose of financing the acquisition and rehabilitation of that certain real property known as Summerset Apartments located at 6267 Martin Luther King Boulevard, Sacramento County, California ("Property"). The Agency's decision is based on your application, and all representations and information supplied by you to it. If these representations and information change in a material manner without written approval of Agency, this commitment is void. Agency's obligation to make the Loan is subject to satisfaction of all the following terms and conditions and Borrower's execution of documentation that is in a form and in substance satisfactory to the Agency.

The Loan shall be made on standard Agency loan documents. No loan terms not in this funding commitment and the attached loan document forms shall be included in the final loan documents without additional environmental review and governing board approval. In the event of any discrepancies between terms stated in this commitment and the loan documents, the terms stated in the loan commitment letter shall be deemed to be terms of this commitment.

Unless otherwise agreed in writing by the Agency in exercise of its absolute discretion, the following shall be considered conditions to Agency approval of a financing commitment. The Agency may, in exercise of its absolute discretion, modify its requirements upon written notice to Borrower given at least 60 days prior to close of escrow for the Property.

This commitment will expire May 13, 2009.

1. PROJECT DESCRIPTION: The project is rehabilitation of a 120-units of one and two bedroom family apartments. A total of 24 units will be affordable to households earning less than 50 percent Area Median Income (AMI) and 95 units will be affordable at 60 percent AMI. One unit will remain an unrestricted managers unit.
2. BORROWER: The name of the Borrower for the Loan is Summerset Apartments Investors, L.P.
3. PURPOSE OF LOAN: The Loan is to be used by Borrower solely to pay the costs of construction and permanent financing or for such other purposes as Agency expressly agrees to in the loan agreement for the Loan, and such other agreements as may be generally required by the Agency for the use of funding source for the Loan.
4. PRINCIPAL AMOUNT: The combined principal amount of the Loan will be the lesser of (a) Three Million Four Hundred Thousand Dollars (\$3,400,000), or (b) an amount to be determined prior to close of the Loan based on a project budget approved by Agency. However, the combined indebtedness of the Property must not exceed 90 percent of the appraised value.
5. TERM OF LOAN: The unpaid balance of the Loan will be all due and payable in 420 months (35 years) from the closing date.
6. INTEREST RATE: The Loan will bear simple interest at Four Percent (4%) per annum. Interest shall be calculated on the basis of a 365-day year and actual days elapsed.
7. AMORTIZATION: The Loan shall be paid in monthly installments with a balloon payment due in month 420.
8. MONTHLY PAYMENT: Payments shall be applied first to outstanding interest accrued and unpaid and then to principal. Interest and principal payments shall be deferred from the date of loan closing through the first 215 months. Beginning in month 216, monthly installments shall be made according to the following schedule:

| | |
|----------------|-------------------|
| Months 216-227 | \$ 7,933 monthly |
| Months 228-239 | \$ 8,297 monthly |
| Months 240-251 | \$ 8,649 monthly |
| Months 252-263 | \$ 9,307 monthly |
| Months 264-275 | \$ 9,640 monthly |
| Months 276-287 | \$ 10,099 monthly |
| Months 288-299 | \$ 10,551 monthly |

| | |
|----------------|--|
| Months 300-311 | \$ 11,077 monthly |
| Months 312-323 | \$ 11,515 monthly |
| Months 324-335 | \$ 11,847, monthly |
| Months 336-347 | \$ 12,251 monthly |
| Months 348-359 | \$ 12,439 monthly |
| Months 360-371 | \$ 13,105 monthly |
| Months 372-383 | \$ 13,228 monthly |
| Months 384-395 | \$ 13,420 monthly |
| Months 396-407 | \$ 13,684 monthly |
| Months 408-419 | \$ 13,678 monthly |
| Month 420 | All outstanding principal and interest due and payable |

9. SOURCE OF LOAN FUNDS: Agency is making the Loan from the following sources of funds, and the Loan is subject to all requirements related to the use of such, whether Agency requirements or otherwise: \$3,400,000 in Home Investment Partnership (HOME) Funds and County Aggregated Low/Mod Tax Increment Funds. This Loan is conditioned upon Borrower's acceptance of Agency's requirements and conditions related to such lending programs and funding sources, including among others, the required forms of agreements for the Loan; the requirements for covenants, conditions and restrictions upon the Property; and insurance and indemnity requirements.

Borrower acknowledges that, as a condition of the Agency's making of the Loan, the Property will be subject to restrictions on future sales and rentals which may result in less income to Borrower than could otherwise be realized, and that such restrictions run with the land, and during their operational term, will bind all successors in interest.

_____ (Borrower Initial)

Borrower acknowledges that every contract for new construction or rehabilitation construction of housing that includes 12 or more units assisted with HOME funds will contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety standards Act (40 U.S.C. 327-332). (24 C.F.R. 92.354). Borrower also acknowledges that any project containing a "subsidy" may be subject to state prevailing wages, which are the responsibility of the Borrower and Borrower's contractor.

_____ **(Borrower Initial)**

10. ACCELERATION: Agency shall have the right to accelerate repayment of the Loan in the event of a default under any Loan Document or upon sale, transfer or alienation of the Property except as specifically provided for in the Loan documents.
11. SECURITY: The Loan shall be evidenced by promissory note(s) secured by a deed of trust with assignment of rents against the fee and/or leasehold interest in the Property and Improvements, which shall be a second lien upon the Property and Improvements subject only to senior debt and such other items as the Agency may approve in writing. The Loan shall also be secured by security agreements. The Agency may subordinate said deeds of trust in order to accommodate completion of construction of the Property.
12. LEASE AND RENTAL SCHEDULE: All leases of the Property and Improvements shall be subject to Agency's approval prior to execution. Borrower shall not deviate from the rental schedule presented in Borrower's application for the Loan without Agency's prior written approval.
13. PROOF OF EQUITY: Borrower shall provide proof of equity for the Property and Improvements in the amount of no less than \$5,608,000 in Low Income Housing Tax Credit equity and no less than \$834,000 in deferred developer fee and \$641,000 in Net Operating Income during construction.
14. OTHER FINANCING: Borrower, as a requirement of the Loan, shall procure and deliver to Agency evidence satisfactory to Agency that Borrower has obtained the following described financing which may be secured by a lien upon the Property and Improvements superior or subordinate to Agency's liens, and which shall be otherwise on terms and conditions acceptable to Agency:

Construction Financing from a private lender(s) in an amount(s) sufficient to complete construction of the Property according to a scope of work as approved by Agency and made for a term not less than that specified in the Schedule of Performances for completion of construction, and in any event not less than the time necessary to fulfill all conditions precedent to funding of the permanent financing.

Commitments for permanent financing sufficient to "take out" all liens senior to the Agency's lien and for a term of not less than 30 years. Such commitments for financing shall not require modification of Agency loan documents, or any term of this commitment letter.

Such commitments shall not be based upon sources and uses of Project funds that are different from those approved by Agency for the project or be subject to conditions which require amendment of the Loan Agreement.

15. EVIDENCE OF FUNDS: Prior to the first disbursement of the Loan, Borrower must demonstrate evidence of adequate and assured funding to complete the development of the Project in accordance with the Agency's requirements. Borrower's evidence of available funds must include only one or more of the following: a) Borrower equity; b) firm and binding commitments for the Project from financial institution(s) or from other lender(s) approved by Agency in its absolute discretion; and c) Agency's contribution, provided, however, that Agency is not obligated by this letter to make any contribution not stated in the terms of the letter.
16. SOILS AND TOXIC REPORTS: Borrower must submit to Agency a soils report prepared by a licensed soils engineer and a hazardous substances report made in accordance with the American Society for Testing and Materials "Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process" (Designation E1527-93) prepared by a licensed or registered environmental engineer or other qualified party prior to Loan closing. Borrower must, as a condition of disbursement of Loan funds, give assurances satisfactory to the Agency that hazardous materials are not present on the Property or that any hazardous materials on the Property have been remediated and that no further remediation is then required by the environmental agency having responsibility for monitoring such remediation.
17. LOAN IN BALANCE: Borrower will be required to maintain the Loan "in balance". The Loan is "in balance" whenever the amount of the undisbursed Loan funds, the remaining sums to be provided by the Borrower and the loan funds from other project lenders are sufficient, in the sole judgment of the Agency, to pay for the remainder of the work to be done on the project as required by written agreement with the Agency. Should the Agency determine that the Loan is not "in balance"; the Agency may declare the Loan to be in default.
18. PLANS AND SPECIFICATION: Final plans and specifications for the project must be in accord with the proposal approved as part of the Loan application. Final plans and specifications will be subject to Agency's final approval prior to the disbursal of Agency Loan funds. Borrower must obtain Agency's prior written consent to any change in the approved plans and specifications or any material deviation in construction of the project.
19. ARCHITECTURAL AGREEMENT: The architectural agreement ("Agreement") for the preparation of the plans and specifications and other services shall be

subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Agreement as security for the Loan.

20. CONSTRUCTION CONTRACT: The construction contract ("Contract"), and any change orders issued thereunder, and the contractor ("Contractor") to be retained by Borrower to construct the Improvements shall be subject to Agency's approval. Agency may require an assignment of Borrower's interest in and to the Contract as security for the Loan. Agency shall require Contractor to provide a performance and payment bond in a form acceptable to Agency for the amount of the Contract.
21. RETENTION AMOUNT: The Agency shall retain ten percent (10%) as retention from each disbursement, not to exceed a total of ten percent (10%) of the total amount of the Loan.
22. COST BREAKDOWN: Borrower shall deliver to Agency for Agency's approval prior to commencement of work a detailed cost breakdown of the cost of constructing, financing and other costs of developing the Improvements, which breakdown conforms to the project plans and specification and the budget approved with this commitment. Borrower shall also deliver a list of all contractors and subcontractors to be employed in connection with the construction of the Improvements. If required by the Agency, Borrower shall also submit copies of all bids received for each item of work to be performed as well as copies of executed contracts and subcontracts with acceptable bidders.

All contracts, subcontracts, contractors, and subcontractors shall be subject to Agency's approval prior to close of the Loan. Agency also reserves the right to require performance and material payment bonds on any or all contractors, or in lieu of bond a letter of credit acceptable to Agency.

Agency shall make disbursements of the Loan based on a cost breakdown that lists line items in cost categories. Agency shall require that Borrower provide documentation supporting all requests for disbursement of Loan funds, including proof of work done and actual expenditure. Agency shall conduct inspections of the Property to assure that the work was done before making a disbursement.

23. COST SAVINGS: At completion of construction, Borrower shall submit to Agency a cost certification prepared by a qualified, independent auditor acceptable to Agency, which cost certification, shall indicate the amounts actually spent for each item in the cost breakdown and shall indicate the projected final sources of funding. If there is an aggregate savings, net of any increases or decreases in sources of funding, from the original budget approved by the Agency, that results in a reduction in the amount of deferred fees payable to the developer, the Agency shall withhold for itself as loan repayment, one-half of

such savings from the amount of retention then held by the Agency, and the Loan balance shall be reduced by the amount so withheld. The Agency, in its sole discretion, shall determine any reduction and/or repayment of the Agency loan based upon this cost certification, the projected final sources of funding, and the original approved budget for the project.

24. APPROVAL OF DISBURSEMENTS: Borrower shall submit all disbursement requests to the Agency simultaneous to lender, tax credit investor, and/or any other funding source for the project for approval. Agency shall have five business days from the date of a complete disbursement request to approve or deny, in whole or part, such disbursement request. Borrower shall ensure that appropriate language to this effect is included in lender and partnership documents.

Agency shall only approve disbursements of the Loan based on a cost breakdown that restricts disbursements to line items in cost categories in Agency approved budget. Agency shall require that Borrower provide documentation supporting all requests for disbursement of Loan funds. Agency shall conduct inspections of the Property prior to disbursing, or approving disbursement requests, of Loan funds.

If the Agency does not approve a draw request, in whole or part, or the Borrower fails to submit a draw request to the Agency for approval, the Agency loan shall be reduced by the same amount of the disallowed draw item(s).

At completion of construction, Borrower shall submit to Agency a cost certification prepared by a qualified, independent auditor acceptable to Agency, which cost certification shall indicate the amounts actually spent for each item in the cost breakdown. If there is an aggregate savings in the total of all such cost breakdown items based on the original approved budget for the project, the Agency shall withhold for itself, as loan repayment, one-half of such savings from the amount of retention then held by the Agency, and the loan balance shall be reduced by the amount so withheld. The Agency, in its sole discretion, shall determine any reduction and/or repayment of the Agency loan based upon this cost certification and the original approved budget for the project.

25. CONSTRUCTION CONTIGENCY: Within the Development Budget there will be a minimum of 5% construction contingency subject to senior lender requirements. This contingency can only be spent by change order requests with Agency approval. Any unspent funds will be split between the Developer (50%) and the Agency (50%).
26. START OF CONSTRUCTION: Borrower shall commence construction at the earliest possible date subject to the conditions of this Agency and other involved lenders, but no later than June 1, 2009.

27. COMPLETION OF CONSTRUCTION: Borrower shall complete the construction no later than December 1, 2010.
28. HAZARD INSURANCE: Borrower shall procure and maintain fire and extended coverage insurance or in lieu such insurance, Builder's Risk completed value insurance in a form and substance approved by Agency. Coverage shall be for protection against loss of, or damage to the Improvements or materials for their construction to their full insurable value. Borrower shall also procure and maintain insurance against specific hazards affecting Agency's security for the Loan as may be required by Agency, governmental regulations, or any permanent lender. All such policies shall contain a standard mortgagee loss payable clause in favor of Agency. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000.00).
29. PUBLIC LIABILITY AND OTHER INSURANCE: Borrower must procure and maintain public liability and property damage insurance (with Agency named as additional insured) in a form approved by Agency. Coverage must be approved by Agency and must be in at least the following limits of liability: Bodily injury liability of \$1,000,000 each occurrence and \$1,000,000 Aggregate, Products and Completed Operations; Property damage liability of \$1,000,000 each occurrence, \$1,000,000 single limit and \$1,000,000 aggregate; Contractual liability for Bodily Injury of \$1,000,000 each occurrence, for Property Damage of \$1,000,000 each occurrence and \$1,000,000 aggregate, and Personal Injury with Employment Exclusion Deleted of \$1,000,000 aggregate; and Comprehensive Automobile Liability for any vehicle used for or in connection with the Work of \$1,000,000. The insurance required shall be written with a deductible of not more than TEN THOUSAND DOLLARS (\$10,000). Borrower must also procure and maintain workers' compensation and all other insurance required under applicable law, as required by law and as approved by Agency.
30. TITLE INSURANCE: Borrower must procure and deliver to Agency a 1970 or 1987 ALTA LP-10 Lender's Policy of Title Insurance, together with such endorsements as Agency may require, including but not limited to CLTA endorsement nos. 100, 116, and 102.5/102.7 insuring Agency in an amount equal to the principal amount of the Loan, that Agency's Deeds of Trust constitutes a second lien or charge upon the Property and Improvements subject only to such items as shall have been approved by Agency. There must be no exceptions permitted for mechanics liens. Title insurance for the Loan must be issued by a title insurer approved by Agency.
31. ORGANIZATIONAL AGREEMENTS: Borrower must submit to Agency certified copies of all of Borrower's organizational documents, including all amendments, modifications or terminations: if a corporation, Borrower's Articles of Incorporation and By-Laws; if a partnership, its Partnership Agreement and, as

applicable, Certificate of Limited Partnership or Statement of Partnership; if a Limited Liability Company, its Articles of Organization and its Operating Agreement; and in all cases with all exhibits and amendments to such documents, fictitious business name statements, other related filings or recorded documents and such related documents as Agency may request. If it is a corporation, Borrower must submit a corporate borrowing resolution referencing this Loan. If Borrower is other than a corporation, Borrower must submit such proof of authority to enter this Loan as may be required under the organizational documents.

32. PURCHASE OF PROPERTY: Borrower shall provide Agency with copies of all documents relating to Borrower's purchase of the Property.
33. FINANCIAL INFORMATION: During the term of the Loan, Borrower shall deliver to Agency within 120 days of the end of each fiscal year an audited income and expense statement, a balance sheet, and a statement of all changes in financial position signed by authorized officers of Borrower. Prior to close of the Loan and during its term, Borrower must deliver to Agency such additional financial information as may be requested by Agency. Agency reserves the right to review and approve financial statements and other credit information and references prior to closing. During the term of the Loan, Borrower must deliver to Agency a monthly rent-roll including household composition information, and operating statements with respect to the Property and Improvements, as Agency may request.
34. MANAGEMENT AGREEMENT: Prior to execution, Borrower must submit to Agency any agreement providing for the management or operation of the Property or Improvements by a third party which agreement is subject to Agency Approval. In addition, Borrower must submit an organizational chart indicating the number of employees currently employed by the management company that will operate the project and an organizational chart of the management organization.
35. LOW INCOME HOUSING TAX CREDITS("LIHTC"): Borrower represents that as a condition of closing this Loan it is applying for an allocation of LIHTCs and agrees to perform all actions and to meet all requirements to maintain the LIHTC allocation if granted.
36. TENANT SERVICES PLAN: Prior to the closing of the Loan the Borrower will submit to the Agency for approval a Tenant Services Plan. The Tenant Services Plan must provide a description of the services or activities to be provided as well as their goals and objectives. Additional information such as the name of the service provider, the number of staff persons facilitating the services, and how regularly the services will be offered must be included.

37. SECURITY AND LIGHTING: Project shall include a security camera system approved by the Agency and lighting adequate to properly light the parking area and all common spaces
38. DOCUMENTATION: This letter is not intended to describe all of the requirements, terms, conditions and documents for the Loan, which shall also include customary provisions and documents for an Agency transaction of this type. All documents to be delivered to or approved by Agency must be satisfactory to Agency in all respects. Borrower must promptly deliver to Agency any further documentation that may be required by Agency.
39. CONSISTENCY OF DOCUMENTS: As a material obligation under this commitment letter, Borrower shall assure that the loan documents for the Project are consistent with lender's commitment approved by the Agency and comply, in all respects, with this commitment letter.
40. CHANGES OR AMENDMENTS: No documents or contracts which are to be delivered to Agency or are subject to Agency's review or approval shall be modified or terminated without the prior written approval of Agency.
41. ENVIRONMENTAL CLEARANCE: This commitment is subject to National Environmental Protection Act (NEPA) clearance being obtained for the project. The review is currently underway.
42. ACCEPTANCE OF THIS COMMITMENT: Borrower's acceptance of this Commitment shall be evidenced by signing and delivering to Agency the enclosed copy of this letter. Until receipt of such acceptance by Agency, Agency shall have no obligation under this letter. Agency may withdraw this commitment at any time prior to Borrower's acceptance.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

La Shelle Dozier
Interim Executive Director

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO

La Shelle Dozier
Interim Executive Director

The undersigned acknowledges and accepts the foregoing Commitment and its terms and conditions.

Dated:

BORROWER'S REPRESENTATIVE:
Summerset Apartments Investors, L.P.

By: _____
Sam Walton
Authorized Member

RESOLUTION NO. 2008 – _____

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

SUMMERSET APARTMENTS: APPROVAL OF \$1,700,000 LOAN COMMITMENT (REDEVELOPMENT PROJECT AREA FUNDS); EXECUTION OF JOINT CITY COUNTY LOAN COMMITMENT; ADOPTION OF SUMMERSET RELOCATION PLAN AND RELATED DOCUMENTS WITH SUMMERSET APARTMENTS INVESTORS, LP., OR RELATED ENTITY

BACKGROUND

- A. The Redevelopment Agency of the County of Sacramento and the Redevelopment Agency of the City of Sacramento have adopted the Franklin Boulevard Redevelopment Plan (Redevelopment Plan) and an Implementation Plan for the Franklin Boulevard Project Area (Project Area).
- B. SUMMERSET APARTMENTS INVESTORS, LP., has applied for an allocation of One Million Seven Hundred Thousand Dollars (\$1,700,000) in 2008 Aggregate Housing Taxable Funds (TARBS) to assist in funding the acquisition and rehabilitation of the 120-unit Summerset Apartments ("Project"), as well as One Million Seven Hundred Thousand Dollars (\$1,700,000) from the County's Home Investment Partnership (HOME) Funds.
- C. The Agency desires to utilize County Aggregated Redevelopment Project Area funds, including housing funds of the Project Area, for the development of the Project.
- D. The Agency finds that the Project will preserve the community's supply of low income housing available at an affordable housing cost to persons that are extremely low, very low and low income households and is located inside of a project area but within the County's jurisdiction.
- E. The Agency finds that the Tax Increment set-aside funds used to fund the Project are needed to make the housing units affordable and the allocation of funds for the Art in Public Places funds would make the project costs prohibitive.
- F. The project is exempt from environmental review under CEQA Guidelines Section 15301. The project is Categorical Excluded from environmental review under NEPA regulations at 24 CFR Section 58.35 (a) subsection (3)(i).

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

- Section 1. The proposed action is exempt from environmental review under California Environmental Quality Act (CEQA) Guidelines Sections 15310 and 15301(a) and (d) which exempts bond and loan financing and rehabilitation of existing facilities where the use remains unchanged. The project consists of the rehabilitation of a multi-family residential complex in which the unit density will not be changed and the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation. Therefore, the proposed action is categorically excluded from environmental review under the National Environmental Policy Act (NEPA) pursuant to 24 CFR Section 58.35(a)(3).
- Section 2. The forgoing findings are true and correct. In consideration of such findings, Art in Public Places requirements are waived in accordance with provisions of the adopted policy.
- Section 3. The Loan Commitment, attached to and incorporated in this resolution by this reference (Exhibit A), for financing the Summerset Apartments project with TARBS funds not to exceed \$1,700,000 (for a total of loan commitment not more than \$3,400,000 including not more than \$1,700,000 in HOME Funds) is approved and the Agency is authorized to execute and transmit the Loan Commitment to Summerset Apartments Investors, LP., or related entity.
- Section 4. The Redevelopment Agency of the County is authorized, on behalf of the Agency, to enter into and execute other documents and perform other actions necessary to fulfill the intent of the staff report and the Loan Commitment that accompany this resolution in accordance with their respective terms including but not limited to execution of a Owner Participation Agreement between the Redevelopment Agency of the County and Summerset Apartments, LP, or related entity, duly adopted, and to ensure proper repayment of the Agency funds, including without limitation, subordination, extensions, and restructuring of such a loan.
- Section 5. The Redevelopment Agency of the County is authorized to make technical amendments to said agreements and documents with approval of Agency Counsel, which amendments are in accordance with the Loan Commitment, with Agency policy, with this resolution, with good legal practices for making of such a loan.