

Chapter 11 - Record of Changes

Date	Description of Change	Section
5/3/2024	The Federal Highway Administration (FHWA) published the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs Final Rule in the Federal Register with an effective date of June 3, 2024 .	Additional updates on HUD's implementation of the new rule will be forthcoming.

CHAPTER 11 – RELOCATION

REVIEW LAWS AND REGULATIONS AND PROCESS FLOW CHART

Laws and Regulations

- Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended (42 USC 4601 et. seq.).
- Title 49 of the Code of Federal Regulations Part 24, as amended [49 CFR §24 Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-assisted Programs - Code of Federal Regulations \(ecfr.io\)](#)
- Section 104(d) HCD Act of 1974, as amended.
- Relocation Assistance Act (LB 254, March 27, 1989) RRS of Nebraska.

This Chapter summarizes the tasks associated with carrying out residential or nonresidential relocation that is the result of acquiring real property for a HOME/CDBG assisted project. The Relocation File Checklist, which outlines the documents to be maintained in the subrecipient's relocation files, is Attachment 1. A summary of the changes enacted by the URA is found in Attachment 3.

Definition

Become thoroughly familiar with the relocation process and the benefits and assistance available to displacees under the Uniform Act and Section 104(d) of the HCD Act.

Procedures

The URA regulations stipulate that persons displaced from their residences or businesses as a result of acquiring real property for a federally assisted project or as a result of the demolition or conversion of a residential unit are entitled to relocation and moving costs payments and other assistance such as counseling, housing referrals and referrals to social service agencies.

Section 104(d) regulations apply only to 1) low-to-moderate income (LMI) persons who become permanently displaced as a result of a federally assisted project or 2) the conversion of a LMI dwelling unit or the demolition of a LMI unit. Conversion occurs when unit is rehabilitated and the rents exceed Fair Market Rents after the rehabilitation or the unit is no longer available for housing.

The regulations define a displaced person as any person who moves from the real property or moves personal property from the real property as a direct result of:

- A written notice of intent to acquire, the initiation of negotiations for, or the acquisition of such real property in whole or in part for a HUD assisted project.
- Rehabilitation or demolition for a HUD assisted project; or
- A written notice of intent to acquire or the acquisition, rehabilitation or demolition of, in whole or in part, other real property on which the person conducts a business or farm operation, for a HUD assisted project.
- Persons not displaced would include, but are not limited to:
 - Persons who move prior to initiations of negotiations; or,
 - Persons not lawfully present in the United States as described in Public Law 105-117; or
 - Persons who initially enter into occupancy of the property after the date of its acquisition for the project: or,
 - Owner-occupants who move as a result of the acquisition (when the move meets the definition of voluntary) or the rehabilitation or demolition of the real property which they own and occupy; tenant-occupants displaced as the result of a voluntary acquisition are covered by the URA, or
 - Owner voluntarily applying for rehab assistance.

Supporting Materials

- Relocation Process Flow Chart (Attachment 2)
- HUD Handbook 1378 (request from DED)
- Website: www.hud.gov/relocation

IDENTIFY HOUSEHOLDS OR BUSINESSES TO BE DISPLACED, ESTABLISH A FILE FOR EACH, AND ISSUE A GENERAL INFORMATION NOTICE

Definition

Maintain documentation that relocations are being carried out in conformance with the regulations. All documentation for each relocation should be copied and sent to DED for the permanent file.

Procedures

As early as feasible in the acquisition/relocation process, the subrecipient should identify individuals or businesses to be relocated and determine if the transaction is voluntary or involuntary. A person scheduled to be displaced is to be furnished with a written general description of the relocation program. The notice must at least inform the individual of the potential for displacement and describe the eligibility and payment procedures. It also must specify that the individual cannot be required to move without a 90-day advance written notice. Other items should also be included.

The subrecipient must maintain a separate case file on each displaced family or business for three years after project completion or after receipt of final relocation payment, whichever is later. All documents pertaining to displacement must be retained in the case files of the subrecipient and copies mailed to DED for the permanent file. The Relocation File Checklist (Attachment 1) identifies all documents to be maintained and copied.

Common Deficiencies

- Incomplete records.
- Failure to maintain for three years.
- Documents not copied and sent to DED.

Supporting Materials

- Relocation File Checklist (Attachment 1)
- Check with DED for additional information for business relocation.

PROVIDE NOTICE OF RELOCATION ELIGIBILITY & INFORMATIONAL BROCHURE TO EACH DISPLACED HOUSEHOLD

Definition

The subrecipient must deliver or send a Notice of Relocation Eligibility (Attachments 4 and 4a) to all owner-occupants or tenants in occupancy promptly after the Initiation of Negotiations, defined as the date that the subrecipient makes an offer to purchase. This notice establishes eligibility for relocation payments and assistance.

The notice must:

- 1) Identify the project and inform the person of his eligibility for relocation payments and other assistance and the effective date of that eligibility.
- 2) Generally, describe the relocation payment(s) for which he/she may be eligible and indicate the estimated amount or range of such payment(s), the basis of the estimate for any replacement housing payment, the basic conditions of eligibility, and the procedures for obtaining the payment(s).
- 3) Inform him/her that he/she will be given other help (e.g. housing referrals) to facilitate the move.
- 4) State a specific date as the earliest date the occupant may be required to move or indicate a 30- day advance notice of the date to vacate.

Information Brochure-Attachment 9

Displacement Not a Notice to Vacate

In the Notice of Relocation, it is important for the subrecipient to emphasize that the notice is not a notice to vacate. The notice should indicate that no one will be forced to move until and unless they have been referred to at least one decent, safe and sanitary comparable house and that the occupants will have a minimum of 90 days notice to vacate after comparable housing has been located and referred. The notice should also contain a grievance procedure which outlines the appeals process including the grounds for filing an appeal, to whom appeals should be filed in the city, appropriate time limits and the right of appeal to DED (Attachment 5 – Grievance Procedures).

This notice and all other notices to displacees must be written in plain, understandable language. They may be either hand delivered, or sent by certified mail. Notices must also contain the name and phone number of a person who may be contacted for answers to questions or other needed assistance.

Keep in mind that mailed notices are appropriate for recipients able to read and understand. If there is any reason to believe the person is functionally illiterate or senile, hand delivery is far more preferable. If a displacee does not speak or read English, notices must be available in appropriate translations. Copies of all notices and evidence of their delivery should be retained in the relocation case files.

Common Deficiencies

- Inadequate Notice of Relocation Eligibility.
- Grievance procedure not provided to displacees.
- Translations not provided when appropriate.
- Copies of all documents, correspondence, and notices for each file not sent to DED for the permanent file.

Supporting Materials

- Sample Notice of Displacement—180-Day Homeowners (Attachment 4).
- Sample Notice of Displacement—Tenants (Attachment 4a).
- Sample Grievance Procedure (Attachment 5).

CONTACT DISPLACEES TO PROVIDE INFORMATION AND DETERMINE REPLACEMENT HOUSING AND SOCIAL SERVICE NEEDS

Definition

Determine the housing or business replacement and social services needs of relocatees.

Procedures for Surveys

As soon as the initial notice is delivered or sent out, the subrecipient must interview each displacee to determine her/his need for assistance. A sample interview format is provided to show the type of information that is required. This survey format generally forms the basis of the Site Occupant Record.

The Site Occupant Record includes data identifying the parcel and dwelling; number of individuals and family units; family composition (including age, sex, location of employment, source and amount of income); veteran status of family members; description of current dwelling (number and type of rooms); length of time of occupancy; amount of housing payment or rent; replacement housing preferences regarding type of tenure, location and willingness to increase monthly payments; and other important characteristics (health/disability problems, special needs such as furniture, public assistance, etc.).

The people conducting these surveys and having personal contact with the individuals to be relocated should be very patient, capable of understanding the distress of the relocatees and of dealing with them in a non-threatening, helpful manner.

Some displacees may be elderly with a huge emotional investment in their present home. In the subrecipient's view, it may be a substandard dwelling unit; to the owner, it is a home which contains a lifetime's memories and mementos. Many will not want to relocate. The counseling and assistance required to serve these people adequately is substantial.

Depending upon the size and experience of the relocation staff, it may be appropriate to provide some counseling and assistance themselves while other social service needs will be best met through referral to public or private agencies. A single family may require a number of social service contacts. Physical and psychological problems may range from alcoholism to nervous breakdown, from unemployment to child abuse.

For this reason, the assigned staff must be aware of the kinds of services available. Staff should also develop the ability to distinguish serious problems which require outside professional assistance. Kinds of services and counseling commonly provided during the relocation process include the following:

Counseling Relocation Services

- Mortgage counseling and Fair Housing Laws.
- Help in completing or understanding forms or documents such as a purchase contract.
- Housekeeping and home maintenance practices.
- Budgeting and money management guidance.
- Recommendations concerning packing and moving.
- Family and personal counseling.
- Assistance in obtaining medical care.
- Help in obtaining clothing, food, furniture or appliances.
- Advice concerning social security, food stamps, welfare or veterans benefits.
- Transportation assistance.
- Assistance with childcare or school adjustment.
- Employment counseling and job training.
- Senior citizen assistance.
- Family planning.
- Legal aid.
- Financial assistance.

In many cases, especially with regard to the elderly, it may be useful to ask if there are any relatives living in the surrounding area. If permission to contact these relatives can be obtained, these contacts can assist in developing appropriate relocation plans for the person. Some relatives will contribute money to the purchase of a dwelling; others will have special skills (e.g., lawyer, realtor) which can facilitate rehousing transactions. Sometimes, relatives can also encourage cooperation in the disclosure of information necessary to complete claim forms.

At the same time the interviewer is conducting the family survey, he/she should review the relocation process with the relocatees and insure they understand the process.

Special attention must be given to:

- 1) The assistance to be provided by the subrecipient.
- 2) The benefits available.
- 3) The fact that replacement housing payments cannot be made unless the household relocates into a standard unit.
- 4) The importance of keeping in touch with the subrecipient.
- 5) The need to notify the subrecipient before they move.

Common Deficiencies

- Family surveys not conducted.
- Counseling services not provided.
- Translations/bilingual assistance not provided when appropriate.
- Copies of all documents, correspondence, notices for each file not sent to DED for permanent file.

IDENTIFY REPLACEMENT HOUSING AND SOCIAL SERVICES RESOURCES, MAKE REFERRALS

Definition

Inventory available resources and assist relocatees in finding suitable replacement housing, assist self relocatees.

Procedures

The primary purpose of the family survey is to provide the data needed to determine replacement housing needs. All replacement housing must be decent, safe and sanitary. The regulations define this to mean that the replacement unit must meet local housing or occupancy codes. The only times that local housing or occupancy codes do not define decent, safe and sanitary are when such codes do not exist or when the replacement unit is Section 8 assisted. In the latter instance, Section 8 Existing Housing Quality Standards define decent, safe and sanitary. The unit should also be free of lead-based paint hazards and of architectural barriers, if serving a handicapped person.

Comparable Replacement

In addition to being decent, safe and sanitary, the replacement unit must also be “functionally similar” to the acquired unit with respect to the number of rooms and living space unless additional or larger rooms are needed to meet safe, sanitary and decent criteria (i.e., one person per room; age/sex of children sharing bedrooms and the like). This means that a family of six living in a two-bedroom unit may require a four-bedroom replacement unit to meet local codes or Section 8 standards, if applicable.

Only in unusual circumstances may a comparable replacement dwelling contain fewer rooms than the displacement dwelling. Such may be the case when a replacement dwelling is “adequate to accommodate” the displaced person and is found to be functionally similar to a larger but very rundown substandard displacement dwelling. They may choose a smaller unit, but the subrecipient must provide reasonable choices of comparable replacement units.

Further, the referral units must be within the financial means of the displaced persons. This is determined by the “make whole” financial means test, as follows:

- 180-Day Homeowner. The test is met if a person receives the price differential, increased mortgage interest cost and all reasonable incidental expenses, not to exceed \$22,500.
- 90 Day Tenant and 90-179 Day Homeowner. The test is met if a person receives assistance equal to 42 times the increase in rent and utility costs that he or she is required to pay because of the displacement. For 104(d) the tenant receives up to 60 times the increase.

Last Resort Replacement

If the subrecipient finds it cannot identify comparable affordable replacement housing using these standards, and that the inability to relocate site occupants will jeopardize the project, it must use other means of assisting displacees under the “Last Resort Replacement Housing” provisions of the regulations.

Such alternatives include rehabilitation of, and/or additions to, an existing replacement dwelling; a replacement housing payment in excess of normal limits; construction of new units; relocation of a replacement dwelling; and removal of barriers to the handicapped in a replacement dwelling.

Inventory Housing

Having identified the replacement housing needs, the subrecipient must begin taking an inventory of available housing resources. In doing this, the subrecipient must be aware of affirmative action criteria that must be met when relocating low-income and minority persons.

The regulations require that the subrecipient make comparable replacement housing available to low-income or minority relocatees in areas that do not have concentrations of either low-income or minority households if such opportunities are available.

This means that if there are vacant, standard, affordable units available in middle/upper income areas or predominantly white areas of your community, low-income or minority relocatees must be given replacement housing choices in those areas before the subrecipient can give such relocatees a 90-day notice to vacate. Furthermore, the regulations require that the subrecipient make available to low-income and minority families special counseling and related services, e.g., transportation and escort services.

In inventorying available resources, the subrecipient will be contacting landlords, realtors, and movers. It will read classified ads and tour neighborhoods looking for “For Rent” and “For Sale” signs. Eligible displacees may refuse to apply for public housing, either because they simply do not want to live in it or because they resent the investigation necessary to qualify them (the investigation of their incomes, in particular).

The process of finding suitable housing will involve continuous contact with displacees to solicit information, establish rapport, and provide referrals to housing resources, to accompany displacees to inspect possible dwellings and the like. Up-to-date information on the availability, prices, and rentals of comparable sales and rental housing must be provided. All units must be inspected and certified as being decent, safe and sanitary before being placed on a referral list.

Relocatees Risk Compensation

Some relocatees will not wait for the subrecipient to locate suitable units. They will search for their own units and relocate themselves. Occupants who relocate themselves risk not receiving the compensation to which they are entitled. This can happen because:

- 1) The occupants do not know they are entitled to benefits and fail to apply.
- 2) The subrecipient is unable to trace them to their new quarters.
- 3) The new quarters are substandard (in which case the relocatees still receive moving expenses). Self-relocatees who do not inform the subrecipient of their plans forego a pre-move inspection of their new quarters.

An inspection after the move is made usually proves to be ineffective with regard to procuring needed repairs.

Replacement Units Meet Standards

If an individual locates or moves into a replacement unit that is not standard, the subrecipient must make every effort to upgrade the unit to decent, safe and sanitary standards in order to entitle the relocatee to benefits. This can include making a rehabilitation grant or loan, emergency repairs and the like with HOME/CDBG funds or securing comparable assistance from other sources.

In the event remedial action to bring the unit to code is not available, the subrecipient must inform such relocatees that if they remain in or move to a substandard unit they will be eligible only for moving expenses and not for replacement housing payments (Attachment 6).

The subrecipient must also inform them that if they move into standard housing within a year from the date they received payment for their acquired dwelling or from the date they moved from the acquired dwelling, whichever is later, and file a claim within 18 months, they will be eligible for a replacement housing payment.

Common Deficiencies

- Failure to provide assistance in locating suitable housing.
- Failure to provide replacement housing opportunities outside areas of low-income and/or minority concentration.
- Failure to provide counseling and assistance to relocatees moving into substandard units.
- Failure to document activity including contacts with displacee, addresses of suitable housing, etc. and sending copies of documentation to the DED.

Supporting Materials

- Sample Letter to Relocatee in Substandard Unit (Attachment 6).

SECURE REPLACEMENT HOUSING FOR DISPLACEDS

Definition

Complete displacement and the move into replacement housing.

Procedures

The subrecipient has made a reasonable choice of suitable replacement housing opportunities available to the relocatee. At this point, the subrecipient may issue the 90-Day Notice to Vacate (Attachment 7a). This notice should not be issued before reasonable replacement housing has been made available.

The notice shall either state the earliest date by which the property must be vacated, or state that a second notice will be issued at least 30 days in advance of the date the property must be vacated. The date on which the property must be vacated cannot be less than 90 days after the subrecipient has made a comparable replacement unit available.

Prior to and following the 90 day notice, the subrecipient continues to work with the relocatees – inspecting units, certifying they meet decent, safe and sanitary standards; assisting or preparing mortgage applications, sales agreements, or leases as appropriate; assisting or preparing claim forms; processing and verifying claims; documenting claims and making payments.

Common Deficiencies

- Timing and language of 90-Day Notice incorrect
- Replacement housing not located prior to Notice to Vacate
- Subrecipient has not adhered to requirements early in the process (has not contacted DED for guidance)
- Copies of all documentation not sent to DED for the permanent file

Supporting Materials

- Sample 90 Day Notice/30 Day Notice (Attachment 7a & 7b)

DETERMINE MOVING AND RELATED EXPENSES

Displacees are eligible for two types of relocation payments: moving costs and replacement housing payments.

Moving Costs (Residential)

Moving Costs: All displaced persons, as defined by the regulations, are eligible for moving costs. The displaced person can choose to receive actual moving and related expenses, supported by bills and other documentation, of costs for:

- Transportation up to 50 miles of displacee, family and personal property.
- Packing and unpacking personal property.
- Disconnecting, dismantling, reassembling and reinstalling relocated household appliances and other personal property.
- Storage.
- Insurance in connection with move and storage.
- Other costs related to move if approved by subrecipient as reasonable.
- OR
- A fixed moving expense and dislocation allowance based on the rooms of furniture, where occupant provides furniture; or where occupant does not provide furniture.

Moving Costs (Non-Residential)

- Transportation up to 50 miles for personal property.
- Packing and unpacking the personal property.
- Disconnecting, dismantling, removing, reassembly and installing relocated and substitute machinery, equipment and other personal property, including connection to utilities available nearby.
- Storage (not to exceed 12 months) if necessary.
- Insurance in connection with moving and storage.
- Professional service charges necessary to planning the move, the moving, and the reinstalling of the personal property.
- Re-lettering signs and replacement stationery if made obsolete by the move.
- Actual direct loss of tangible property.
- Substitute personal property which is used as part of a business, farm operation or nonprofit organization provided that the original property is not moved and that any proceeds from the sale or trade-in of the replaced item is subtracted from the cost of the substitute item.
- Searching for a replacement location (amount not to exceed \$1,000).
- Other moving-related expenses if approved by the subrecipient as reasonable.
- “No-documented self moves” based on the lower of two acceptable bids or estimates obtained by the subrecipient.

OR

- A fixed moving expense allowance computed on the average net earnings for the two taxable years prior to the date of displacement. The amount is to be not less than \$1,000 or more than \$20,000 for a business or farm operation. The payment is to be \$2,500 for a nonprofit organization. To qualify for a fixed payment in lieu of actual moving cost it must be determined that a business or a nonprofit organization cannot be relocated without a substantial loss of existing patronage or net income and it is not a part of a commercial enterprise having other establishments engaged in the same or similar activity.

Non-residential moving costs are calculated using the form **Claim for Actual Moving Costs and Related Expenses or Claim for Fixed Payment in Lieu of Actual Moving and Related Expenses**.¹

Re-Establishment Expenses (Non-Residential)

In addition to moving costs, a business may be eligible to receive a payment, not to exceed \$10,000, for expenses actually incurred in relocation and reestablishing at a replacement site. These expenses must be reasonable and necessary and include:

- Improvements made to the new site as required by law.
- Modifications to the new site to accommodate the business.
- Costs for construction of new exterior signage.
- Costs of utilities from right-of-way.
- Redecoration/replacement of worn services.
- Licenses, fees, and permits when not included in moving expenses.
- Estimated increased operation costs for two years.
- Advertisement of new site.
- Professional services and feasibility studies relating to the new site.

Replacement Housing Payments

These payments are available to owner-occupants and tenants who meet the following criteria:

- Owner-Occupants who have:
 - Owned and occupied the acquired dwellings for at least 180 days prior to initiation of negotiations.
 - Purchased and occupied decent safe and sanitary comparable units within one year of completing acquisition or date of move from the property. Filed a claim within 18 months of the time the move is completed.
- Tenants and 90-179 day owners who have:
 - Occupied the acquired units 90 days prior to initiation of negotiations.
 - Relocated into decent, safe, and sanitary comparable units.
 - Filed a claim within 18 months of the time move is completed.

The relocation benefit is based on the difference between what units comparable to the acquired unit are being sold or rented for, and not on the cost of the unit into which the displacee wants to move.

It should be clearly understood by everyone involved in the acquisition/relocation process that the benefits under the URA are “rights” to which the displacee is entitled and that the subrecipient’s job is to ensure that all displacees receive the maximum amount of benefit to which they are entitled. There are no income or need criteria for benefits. Certain benefits may be prorated for unrelated individuals living together.

In addition to financial assistance, displacees are also entitled to receive housing referrals, counseling, and referrals to social service agencies.

¹ [40054 \(1\) \(hud.gov\)](#) and [40056 \(hud.gov\)](#). All attachments referred to in this chapter may be found on the HUD website: [Real Estate Acquisition and Relocation Forms and Brochures - HUD Exchange](#)

Common Deficiencies

- Unfamiliarity with the relocation process and the benefits and assistance required for displacees under the URA.
- Copies of documentation not sent to DED for the permanent file.

PROCESS CLAIMS AND MAKE PAYMENTS

Definition

Assist or prepare claim forms; process and verify claims; document claims and make payments.

Procedures

Relocation claims may be filed up to 18 months following the completion of a move. This means that claims can be filed months after the conclusion of the grant. Therefore, if there are unsettled relocation cases at the time of close out of the grant, the subrecipient should show maximum payments for each potential claimant as unpaid costs on the closeout documents, otherwise, DED may cancel the funds remaining in the grant and the subrecipient would be financially liable for relocation costs. This also highlights the need to try and expedite relocation.

Relocation Claim Forms

- Claim for Moving Costs and Related Expenses-Families and Individuals; and
- Claim for Replacement Housing Payment for 180-Day Homeowner; or
- Claim for Rental Assistance Payment; or
- Claim for Downpayment Assistance.

Payment Responsibility

The subrecipient is responsible for ensuring that all payments are made in a timely fashion. Payments should be issued within 30 days following submission of sufficient documentation to support the claim.

The regulations further state that advance payments must be made where they would avoid or reduce a hardship. When advance payments are made, the subrecipient must document that the payment was used for the purpose intended. The subrecipient should have the recipient sign a letter acknowledging receipt of relocation payments and services (Attachment 8).

Downpayment Payment

Payments for downpayment assistance must be applied to the purchase price of a replacement dwelling and related incidental expenses. Payments for rental assistance to owners or renters need not be applied to housing costs. The rental assistance payment may be made in a lump sum or in installments. The subrecipient has no right to question the uses to which that payment is put; it need not be accounted for beyond receipt by the claimant.

Denied Claim for Payment

If a person makes a claim for payment and must be denied because the unit is substandard, the subrecipient must inform the claimant why the claim is being denied, indicate the assistance available for bringing the current unit up to decent, safe and sanitary standards, and the on-going opportunity to qualify for assistance by moving to a standard unit, providing the move is completed within 12 months of the date of removal from the acquired

dwelling or receipt of final payment (if owner-occupant), whichever is later; and that the claim is submitted within 18 months of the completion of the move.

Documentation of Non-Payment

In any instance in which payments are not made, the subrecipient must be able to fully document its efforts to provide payments, the reasons payments were not made, and signed waivers of payment if possible. The regulations mandate that any claim for payment be submitted to the locality within a period of 18 months after displacement. The subrecipient should strictly adhere to this limitation and fully document its initial notification of this requirement and all subsequent reminders.

Waiver of Relocation

In a voluntary acquisition, owner-occupants are advised in writing 1) the buyer does/does not have eminent domain—will not use if negotiations fail; 2) they are not eligible for relocation benefits; and 3) the fair market value of the property. The subrecipient provides a form to the owner to sign indicating they understand what their relocation rights and benefits are. Relocation benefits almost always apply for tenant occupants. **11-25: Attachment 10**

If relocation has not been completed within 6 months of the date of issuance of the Notice of Relocation Eligibility, the subrecipient must provide in its files a written explanation of delay and plan for timely completion.

Common Deficiencies

- Failure to document claim
- Inaccurate computation of relocation payments.
- Rental assistance payment not made in a lump sum.
- Copies of all documents not made and sent to DED.
- Failure to have signed documentation of the letter given to owner acknowledging 1) no eminent domain used; 2) Fair Market Value; and 3) owner is not eligible for relocation benefits (in a voluntary acquisition).

Supporting Materials

- Sample Letter of Acknowledgement of Services Rendered and Payments Received (Attachment 8).

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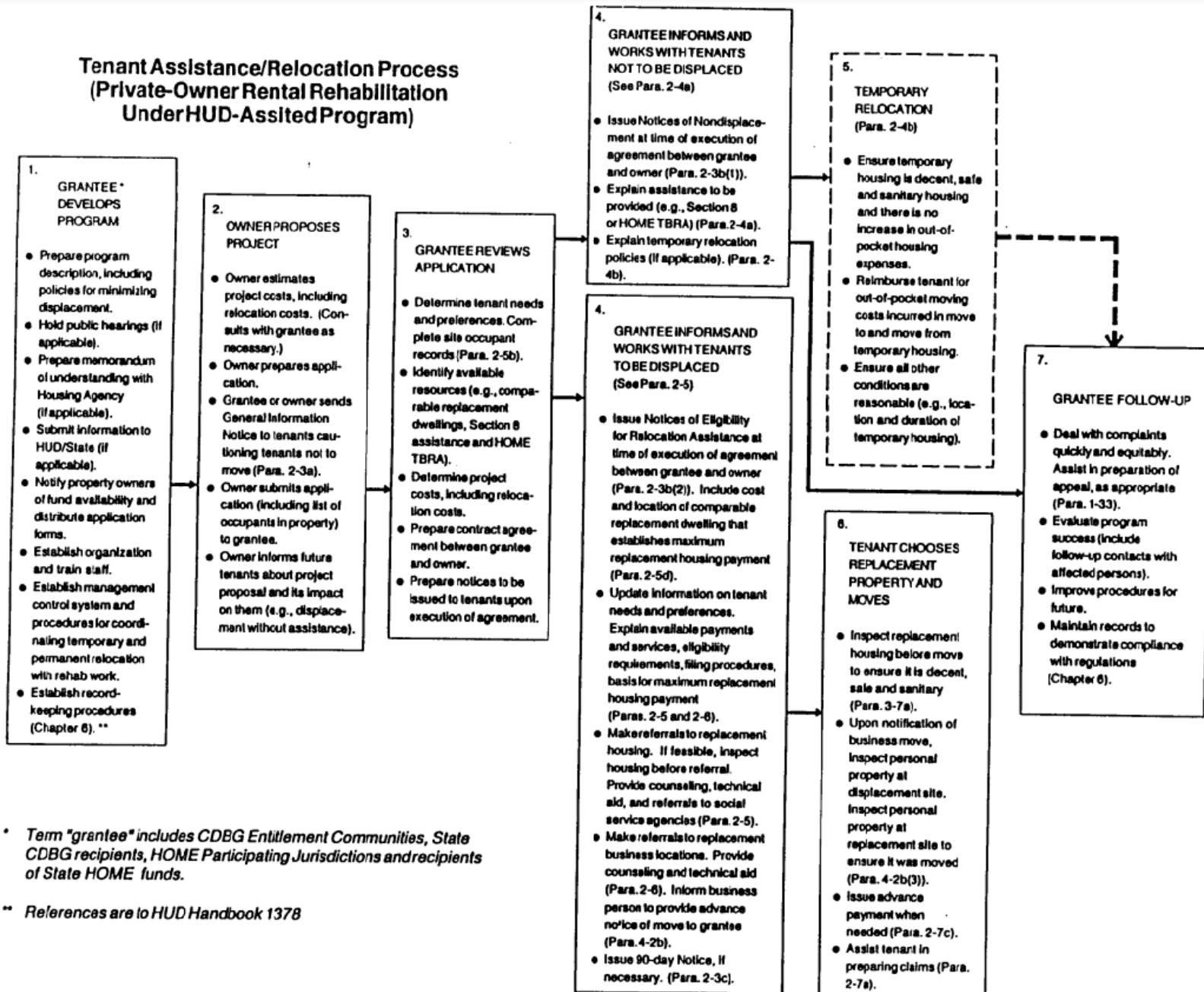
Attachment 1:
Relocation File Checklist

DOCUMENTS TO BE MAINTAINED IN RELOCATION FILES. A SEPARATE FILE SHOULD BE ESTABLISHED FOR EACH HOUSEHOLD OR BUSINESS DISPLACED WITH COPIES MADE AND SENT IN TO DED FOR THE PERMANENT FILE

- 1. Fully Completed Case Record Form.
- 2. Copy of Notice of Relocation Eligibility-Relocation Brochure.
- 3. Evidence of Referrals to Suitable Replacement Housing or Business Locations.
- 4. Copy of 90-Day Notice and Evidence of Receipt.
- 5. Copy of 30-Day Notice and Evidence of Receipt, if applicable.
- 6. Record of Inspection of Replacement Dwelling and Referral Units.
- 7. Copy of each Relocation Claim Form and Supporting Documentation.
- 8. Evidence of Verification of Claim and Receipt of Payment.
- 9. Appeal, if filed, and disposition.
- 10. Copies of Correspondence.
- 11. Other Data:
 - Specify: If acquisition is voluntary, notice is sent to seller to inform them URA is not triggered, the seller is not eligible for relocation benefits, and the fair market price of the property.
- 12. If Relocation is not completed within six months following acquisition of property, explanation of delay and plan for timely completion.

Attachment 2: Tenant Assistance/Relocation Process

**Tenant Assistance/Relocation Process
(Private-Owner Rental Rehabilitation
Under HUD-Assisted Program)**



* Term "grantee" includes CDBG Entitlement Communities, State CDBG recipients, HOME Participating Jurisdictions and recipients of State HOME funds.

** References are to HUD Handbook 1378

Attachment 3:
Summary of Significant Changes in the Uniform Relocation Act (URA)

URA SECTION AMENDED	CHANGE	REMARKS
101(6)(A)	Extends URA coverage to persons as a direct result of rehabilitation, demolition or acquisition by a private entity.	
101(11)	Defines “displacing agency” to include person without power of eminent domain carrying out a program or project with Federal financial assistance that results in displacement.	
202(a)(4)	Adds new payment up to \$10,000 for re-establish business expenses to “re-establish a business” as component of payment for actual reasonable documented moving expenses.	Some expenses to re-establish a business mandated by current regulations.
203(a)	Raises ceiling on replacement housing payment for 180-day test, homeowner-occupant from \$15,000 to \$22,500.	Under present regulations “make whole” financial means the payment ceiling has no effect.
204(a)	Reduces period covered by rental assistance payment from 48 to 42 months.	
	Raises ceiling on total rental assistance payment from \$4,000 financial means test, to \$5,250.	Under present regulations “make whole” the payment ceiling has no effect.
204(b)	Eliminates present matching requirement for down-payment assistance payment above \$2,000.	
	Permits displacing agency to cap budgeting cash down payment at amount person would receive if renting a replacement dwelling.	Eliminates existing problem of for project in which downpayment assistance costs are much higher than potential rental assistance costs.
205(c)(3)	Revises (relaxes) law to require permit referral to comparable replacement caps housing before person is ordered	Significant change. It would URA rules that make payment under Sections 203 and 204

301(2)

Permits establishment of procedures
for waiving appraisal of low-value property.

Attachment 4:
Notice of Relocation Eligibility 180-Day Homeowners

Dear _____

On (date), the (acquiring agency) gave you a written offer to buy the building which you own at (address). The building is the site of (identify project).

This is a NOTICE OF RELOCATION ELIGIBILITY. In order to carry out our plans to develop the (identify project), it will be necessary for you to move sometime in the future. However, YOU DO NOT NEED TO MOVE NOW. And when you do move, you will be entitled to relocation payments and other assistance in accordance with regulations of the Federal Department of Housing and Urban Development (HUD). The effective date of this notice is (date of initiation of negotiations).

As the owner-occupant of the property, you are eligible to receive either (1) a payment for actual reasonable moving expenses, or (2) if you prefer, a fixed moving expense payment based on the number of rooms with furniture plus a \$200 dislocation allowance.

Also, you may be eligible for a replacement housing payment to help you buy or rent a home. Based on a recent review of the offering prices of available decent, safe and sanitary houses that are comparable to yours, we estimate that you should be able to buy a comparable house for approximately \$____. If you owned and occupied your home for a least 180 days prior to (date of initiation of negotiations) and you buy a decent safe and sanitary replacement house, you may receive a replacement housing payment to cover the following three costs:

1. The difference between the amount you were offered for your present home (\$____) and the cost of a decent, and sanitary replacement home. Based on our estimate of the cost of a comparable, decent, safe and sanitary home, you may be eligible for an amount up to \$_____ for this purpose.
2. Payment of any costs incidental to the settlement on your new home.
3. The increased cost of interest on the mortgage(s), if any, on your present home.

However, your total replacement housing payment is limited to \$22,500, if you buy a replacement home. Should you wish to rent (rather than buy) a comparable house, our best estimate at this time is that you could qualify for a one-time replacement housing payment of \$_____covering rental assistance needs.

I am enclosing a brochure titled, "Relocation Assistance to Displaced Homeowners." Please read the brochure carefully. It explains your rights and some things you must do to obtain a payment. (For example, to obtain a replacement housing payment you must move to a decent, safe, and sanitary home within one year after you vacate your present home.)

I want to make it clear that you will receive assistance to help you relocate. In addition to payments and housing referrals, counseling and other services are available to you.

A member of this office will soon contact you to determine your needs and preferences and to help you find and relocate to suitable replacement housing. He/She will explain your rights and help you to obtain the relocation payments and other assistance which are rightfully yours.

In the meantime, if you have any questions, please call (name), (title). He/She can be reached at (phone) or (address).

We are sure that Mr./Ms. (name) can answer your questions.

Sincerely,

**Attachment 4a:
Notice of Relocation — Residential Tenants Only**

(Date)

Dear _____

On *(date)*, the *(acquiring agency)* submitted a written offer to buy the building at *(address)*. The building is the site of *(identify project)*.

This is a NOTICE OF RELOCATION ELIGIBILITY. Our records indicate that you are occupying this building. In order that we can carry out our plans to develop the *(identify project)* it will be necessary for you to move sometime in the future.

However, YOU DO NOT NEED TO MOVE NOW. And when you do move, you will be entitled to relocation payment and other assistance in accordance with regulations of the Federal Housing and Urban Development (HUD). The effective date of this Notice is (date of initiation of negotiations).

As an occupant of the property, you are eligible to receive either (1) a payment for actual reasonable moving expenses, or (2) if you prefer, a fixed moving expense payment based on the number of rooms with furniture plus a \$200, dislocation allowance.

Also, if you occupied your apartment for at least 90 days prior to *(date of initiation of negotiations)*, you may be eligible for a replacement housing payment to help you rent or purchase a home. Based on a recent review of rental costs in the area, it appears that the cost of rent, including utility charges, for available decent, safe, and sanitary apartments similar to yours is presently about \$ _____ per month. If you must pay that amount to rent another apartment you may receive a one-time rental assistance payment of \$ _____. Should you choose to buy a home, we estimate that you could qualify for a downpayment assistance payment up to \$ _____. (Our staff will explain the procedures for computing a payment).

I am enclosing a brochure titled, "Relocation Assistance to Displaced Tenants". Please read the brochure carefully. It explains your rights and some things you must do to obtain a payment. (For example, to obtain a replacement housing payment, you must move to a decent, safe, and sanitary home within one year after you vacate your present apartment.)

I want to make it clear that you will receive assistance to help you relocate. In addition to payments and housing referrals, counseling and other services are available to you.

A member of this office will soon contact you to determine your needs and preferences and to help you find and relocate to suitable replacement housing. He/She will explain your rights and help you obtain the relocation payments and other assistance which are rightfully yours.

In the meantime, if you have any questions, please call *(name)*, *(title)*. He/She can be reached at *(phone)* or *(address)*. We are sure that Mr./Ms. *(name)* can answer your questions.

Sincerely,

Attachment 5: Grievance Procedures

All written appeals, regardless of form, shall be promptly reviewed in accordance with the requirements of applicable law and HUD's Uniform Act implementing regulations (49 CFR Part 24, Subpart A-G).

Actions Which May be Appealed

You have the right to appeal any action of the (agency) on the following grounds:

- failure to properly determine eligibility for, or the amount of, a relocation or other incidental expenses due under the Uniform Act.

Your acceptance of the amount offered you by this agency does not limit your right to appeal that determination and seek a larger payment.

Time Limits for Initiating an Appeal

The reasonable time limit of _____* days has been locally established for a person to file an appeal. (*NOTE: time limit shall not be less than 60 days after the notification of determination of the amount of claim to be paid has been received by the claimant).

Right to Representation

You have the right to be represented by anyone of your choice. There is no cost reimbursement for such representation.

Review of Files

You are permitted to inspect and copy all materials pertinent to your appeal, except those classified by this agency as confidential.

Scope of Review

All pertinent justification and other material submitted by you shall be considered in the appeal in order to ensure a fair and full review of the case.

Determination and Notification

Upon receipt of all information submitted by a claimant, a prompt review will be made. A written copy of the determination on the appeal, including explanation of the basis on which the decision was made, will be furnished. Additional information shall be provided on the right to seek judicial review if the claim is not fully granted.

Reviewing Official

The review of appeals shall be made by (name of official). This person was not involved in any of the actions which are being appealed, but has knowledge of the Uniform Act procedures. Additionally, you have the right to appeal the decision on your claim with the Nebraska Department of Economic Development, 245 Fallbrook Blvd, Ste 002, Lincoln, NE 68521

**Attachment 6:
Letter to Relocatee in a Substandard Unit**

Date

Dear _____:

Relocation regulations established by the Department of Housing and Urban Development will not permit this organization to make a rental assistance payment to you until you move into an apartment or house that meets their definition of "safe, sanitary and decent" replacement unit. Your new apartment does not meet this definition because:

1. The wiring does not meet the City electrical code.
2. A two-bedroom apartment is too small for a family of five (2 adults, one 16-year-old son, one 14-year-old daughter and an 11-year-old son).

In order to be eligible for a replacement housing allowance you must move into an apartment or house that meets all these requirements within one year from the date you moved from your old apartment on 4th Street. You have to move into a qualified apartment or house by _____ to be eligible. Ms. Ellen Smith keeps a list of eligible houses and apartments and will help you find one and will arrange inspections of any apartments or houses you find on your own. Her phone number is 444-5441.

If you moved into a 'safe, sanitary and decent house or apartment' by _____, you would be eligible to receive a rental assistance up to a maximum of \$5,250 to cover the difference in the month cost between your old apartment and a new apartment for 42 months, or the difference between your new rent and 25% of your gross monthly income, whichever is less. This payment will be made in a lump sum if you file a claim for benefits within 18 months after the date you move into a safe, sanitary and decent apartment.

In order to receive these benefits, you must relocate into a standard unit. Please contact Ellen Smith and she will help you find and move into a standard unit. She is also available to talk with you about any questions you might have.

Sincerely,

**Attachment 7a:
90-Day Notice to Vacate**

Date

Dear

As you know, the city is purchasing your home (**apartment**). The purchase will be completed on (**date, must be no later than 60 days after date of this letter**). We have been in contact with you since (**date**) to help you locate and move into suitable replacement housing. We have referred you to (number) such units.

The house (**apartment**) you are now living in must be vacated in 90 days by (**date, must be at least 60 days after date on this letter**). We will send you a second notice 30 days before you must vacate.

If you have any questions or need additional assistance in completing your move, please call Ms. Ellen Smith at 441-4533.

Sincerely,

Mary
Simmons
City
Secretary

**Attachment 7b:
30-Day Notice to Vacate**

Date

Dear _____:

This letter is to inform you that you must vacate this house (**apartment**) within 30 days, on (**date, must be 30 days after date of this letter, and 30 days after City has title**).

If you have any questions or need additional assistance to complete your move, please call Ms. Ellen Smith at 441-4533.

Sincerely,

Mary
Simmons City
Secretary

**Attachment 8:
Letter of Acknowledgment for Services and Payments Rendered**

Department of Community
Development City of West Linn
City Hall
West Linn, Lillian 00153

To: _____, Relocation Officer

This is to certify that the Relocation Assistance, Services and Payments rendered by the Department of Community Development at the time of my displacement from ___to_____ were done to my satisfaction.

I further certify that I have received reimbursement of my moving expense and/or Relocation Payment by the Department of Community Development checked below.

MOVING EXPENSE:

_____ Fixed payment of \$_____.

_____ Reimbursement of paid receipt from a Mover or Direct Payment to a Mover of \$_____.

ADDITIONAL RELOCATION PAYMENTS (Tenants and Certain Others)

_____ Downpayment Assistance of a lump sum of \$_____.

_____ Rental Assistance Payment of \$_____ in a lump sum.

REPLACEMENT HOUSING PAYMENT (Owner-Occupants)

Replacement Housing Payment in a lump sum of \$_____.

DATE

CLAIMANT

BY

Attachment 9: Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Booklet

Introduction

This booklet describes important features of the **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (URA) and provides general information about public acquisition of real property (real estate) that should be useful to you.

Most acquisitions of real property by a public agency for a Federal project or a project in which Federal funds are used are covered by the URA. If you are notified that your property will be acquired for such a project, it is important that you learn your rights under this important law.

This booklet may not answer all of your questions. If you have more questions about the acquisition of your property, 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 sell your property. Afterwards, it may be too late.

General Questions

What Right Has Any Public Agency to Acquire My Property?

The Federal Government and every State government have certain powers which are necessary for them to operate effectively. For example, they have the power to levy taxes and the power to maintain order. Another government power is the power to acquire private property for public purposes. This is known as the power of eminent domain.

The rights of each of us are protected, however, by the Fifth and Fourteenth Amendments of the U.S. Constitution and by State constitutions and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner. The URA provides additional protections, as explained in this booklet.

Who Made the Decision to Buy My Property?

The decision to acquire a property for a public project usually involves many persons and many determinations. The final determination to proceed with the project is made only after a thorough review which may include public hearings to obtain the views of interested citizens.

If you have any questions about the project or the selection of your property for acquisition, you should ask a representative of the Agency which is responsible for the project.

How Will the Agency Determine How Much to Offer Me for My Property?

Before making you an offer, the Agency will obtain at least one appraisal of your property by a competent real property appraiser who is familiar with local property values. The appraiser will inspect your property and prepare a report that includes his or her professional opinion of its current fair market value. After the appraiser has completed his work, a review appraiser will examine the appraisal report to assure that the estimate is fair and the work conforms with professional appraisal standards.

The Agency must offer you "just compensation" for your property. This amount cannot be less than the appraised fair market value of the property. "Just compensation" for your property does not take into account your relocation needs. If you are eligible for relocation assistance, it will be additional.

What is Fair Market Value?

Fair market value is sometimes defined as that amount of money which would probably be paid for a property in a sale between a willing seller, who does not have to sell, and a willing buyer, who does not have to buy. In some areas a different term or definition may be used.

The fair market value of a property is generally considered to be "just compensation." Fair market value does not take into account intangible elements such as sentimental value, good will, business profits, or any special value that your property may have for you or for the Agency.

How Does an Appraiser Determine the Fair Market Value of my Property?

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much rental income it could produce.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.

Will I Have a Chance to Talk to the Appraiser?

Yes. You will be contacted and given the opportunity to accompany the appraiser on his or her inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

How Soon Will I Receive a Written Purchase Offer?

Generally, this will depend on the amount of work required to appraise your property. In the case of a typical single-family house, it is usually possible to make a written purchase offer within 45 to 60 days of the date an appraiser is selected to appraise the property.

Promptly after the appraisal has been reviewed (and any necessary corrections obtained), the Agency will determine just compensation and give you a written purchase offer in that amount along with a "summary statement," explaining the basis for the offer. No negotiations are to take place before you receive the written purchase offer and summary statement.

What is in The Summary Statement of the Basis for the Offer of Just Compensation?

The summary statement of the basis for the offer of just compensation will include:

- An accurate description of the property and the interest in the property to be acquired.
- A statement of the amount offered as just compensation. (If only part of the property is to be acquired, the compensation for the part to be acquired and the compensation for damages, if any, to the remaining part will be separately stated.)
- A list of the buildings and other improvements covered by the offer. (If there is a separately held interest in the property not owned by you and not covered by the offer (e.g., a tenant-owned improvement), it will be so identified.)

Must I Accept the Agency's Offer?

No. You are entitled to present your evidence as to the amount you believe is the fair market value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will consider your evidence and suggestions. When fully justified by the available evidence of value, the offer price will be increased.

May Someone Represent Me During Negotiations?

Yes. If you would like an attorney or anyone else to represent you during negotiations, please inform the Agency. However, the URA does not require the Agency to pay the costs of such representation.

If I Reach Agreement With the Agency, How Soon Will I Be Paid?

If you reach a satisfactory agreement to sell your property and your ownership (title to the property) is clear, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after you sign a purchase contract. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency obtain the necessary proof. (Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens, and other instruments affecting your ownership of the property.)

What Happens if I Don't Agree to the Agency's Purchase Offer?

If you are unable to reach an agreement through negotiations, the Agency may file a suit in court to acquire your property through an eminent domain proceeding. Eminent domain proceedings are often called condemnations. If your property is to be acquired by condemnation, the Agency will file the condemnation suit without unreasonable delay.

An Agency may also decide not to buy your property, if it cannot reach agreement on a price, and find another property to buy instead.

What Happens After the Agency Condemns my Property?

You will be notified of the action. Condemnation procedures vary, and the Agency will explain the procedures which apply in your case.

Generally, when an Agency files a condemnation suit, it must deposit with the court (or in an escrow account) an amount not less than its appraisal of the fair market value of the property. You should be able to withdraw this amount, less any amounts necessary to pay off any mortgage or other liens on the property and to resolve any special ownership problems. Withdrawal of your share of the money will not affect your right to seek additional compensation for your property.

During the condemnation proceeding, you will be provided an opportunity to introduce your evidence as to the value of your property. Of course, the Agency will have the same right. After hearing the evidence of all parties, the court will determine the amount of just compensation. If that amount exceeds the amount deposited by the Agency, you will be paid the difference, plus any interest that may be provided by law.

To help you in presenting your case in a condemnation proceeding, you may wish to employ an attorney and an appraiser. However, in most cases the costs of these professional services and other costs which an owner incurs in presenting his or her case to the court must be paid by the owner.

What Can I Do If I Am Not Satisfied with the Court's Determination?

If you are not satisfied with the court judgment, you may file an appeal with the appropriate appellate court for the area in which your property is located. If you are considering an appeal, you should check on the applicable time limit for filing the appeal and consult with your attorney on whether you have a basis for the appeal. The Agency may also file an appeal if it believes the amount of the judgment is too high.

Will I Have to Pay Any Closing Costs?

You will be responsible for the payment of the balance on any mortgage and other liens on your property. Also, if your ownership is not clear, you may have to pay the cost of clearing it. But the Agency is responsible for all reasonable and necessary costs for:

- Typical legal and other services required to complete the sale, recording fees, revenue stamps, transfer taxes and any similar expenses which are incidental to transferring ownership to the Agency.
- Penalty costs and other charges related to prepayment of any recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period beginning on the date the Agency acquires your property.

Whenever possible, the Agency will make arrangements to pay these costs directly. If you must incur any of these expenses yourself, you will be repaid--usually at the time of closing. If you later discover other costs for which you should be repaid, you should request repayment from the Agency immediately. The Agency will assist you in filing a claim. Finally, if you believe that you were not properly repaid, you may appeal the decision to the Agency.

May I Keep Any of The Buildings or Other Improvements on My Property?

Very often, many or all of the improvements on the property are not required by the Agency. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the Agency know as soon as possible.

If you do arrange to keep any improvement, the Agency will deduct only its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) Of course, if you arrange to keep any real property improvement, you will not be eligible to receive a relocation payment for the cost of moving it to a new location.

Can The Agency Take Only a Part of My Property?

Yes. But if the purchase of only a part of your property reduces the value of the remaining part(s), you will be paid for the loss in value. Also, if any remaining part would have little or no utility or value to you, the Agency will offer to buy that remaining part from you.

Occasionally, a public project will increase the value of the part which is not acquired by the Agency. Under some eminent domain laws, the amount of such increase in value is deducted from the purchase payment the owner would otherwise receive.

Will I Have to Pay Rent to the Agency After My Property is Acquired?

If you remain on the property after the acquisition, you may be required to pay a fair rent to the Agency. Such rent will not exceed that charged for the use of comparable properties in the area.

How Soon Must I Move?

If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for your property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice.

If you reach a voluntary agreement to sell your property, you will not be required to move before you receive the agreed purchase price. If the property is acquired by condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

If you are being displaced from your home, you will not be required to move before a comparable replacement home is available to you.

Will I Receive Relocation Assistance?

Title II of the URA requires that certain relocation payments and other assistance must be provided to families, individuals, businesses, farms, and nonprofit organizations when they are displaced or their personal property must be moved as a result of a project that is covered by the URA.

The Agency will furnish you a full explanation of any relocation assistance to which you may be entitled. If you have any questions about such assistance, please contact the Agency. In order for the Agency to fulfill its relocation obligations to you, you must keep the Agency informed of your plans.

My Property is Worth More Now. Must I Pay Capital Gains Tax on The Increase?

Internal Revenue Service (IRS) Publication 544 explains how the Federal income tax would apply to a gain or loss resulting from the sale or condemnation of real property, or its sale under the threat of condemnation, for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office.

I'm a Veteran. How About My VA Loan?

After your VA home mortgage loan has been repaid, you will be permitted to obtain another VA loan to purchase another property. Check on such arrangements with your nearest Veterans Administration Office.

Is it Possible to Donate Property?

Yes. You may donate your property or sell it to the Agency for less than its fair market value. The Agency must obtain an appraisal of the property and offer just compensation for it unless you release the Agency from these obligations.

Additional Information

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

Attachment 10:
Sample Voluntary Acquisition Form — Third Party

Note: The Uniform Relocation Act (URA) acquisition requirements for non-profit and private developers are found in Chapter 5 of HUD Handbook 1378, and must be followed if real property is to be acquired as part of a project receiving federal assistance. This is a sample form to be used on your letterhead, and can be revised, as appropriate for your project, and presented to the seller. The form should either be signed by the seller or sent certified mail, return receipt requested, with a copy maintained in your files to document the seller receiving this document.

NAME
ADDRESS
CITY, STATE, ZIP

Dear (Name):

Financial assistance through the _____ *agency name* _____ is being sought for this proposed transaction that includes the purchase of real estate known as _____. Federal funds used in this project require my informing you of the following:

1. As a private sector entity proposing acquisition of your property, we have no legal means to acquire your property except a mutual agreement between the buyer and the seller. This is a voluntary, arm's length transaction and there is no threat of Eminent Domain.
2. We have estimated the fair market value of your property to be \$ _____

This amount was established by **(check one)**:

_____ the value derived by the County Auditor's most recent records.

_____ a third party who is familiar with property values in the area (such as a Realtor).

_____ property appraisal conducted by _____, copy attached.

The URA regulation states: Whenever feasible, this information shall be provided before making the purchase offer. In those cases where there is an existing option or contract, the seller must be provided the opportunity to withdraw from the agreement after this

information is provided.' Therefore, if federal funds remain in the project and this information is being provided to you prior to closing, but after an option or purchase agreement exists, you have the choice of continuing with the contract, renegotiating the contract, or declaring it null and void.

In addition, since this is a voluntary sale, you will not be eligible for relocation assistance as a consequence of this transaction. Also, if any tenants have been displaced for this sale to occur or if tenants currently rent or occupy space on the property, please provide us with that information at this time so we can plan accordingly.

If you have any questions, please contact _____

(Name)

(Phone)

Sincerely,

Received by

Seller(s)

Date

(Obtain seller's signature or send certified mail with return receipt placed in the file)

Revised 2/96