

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

659



SUBMITTAL DATE:
July 19, 2012

FROM: Successor Agency to the Redevelopment Agency

SUBJECT: Villalobos Mobile Home Park – Settlement and Release Agreement

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Settlement and Release Agreement between the County of Riverside, as Successor Agency, and Arturo Villalobos and Orvalitta Barrera as claimants; and
2. Authorize the Chairman of the Board of Supervisors to execute the Settlement and Release Agreement.

BACKGROUND: (Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 45,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Redevelopment Housing Bond Proceeds (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Jennifer Sargent

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 7/18/12
 SAMUEL WONG
 DATE: 7-18-12
 ANITA C. WILLIS
 FORM APPROVED COUNTY COUNSEL
 BY: Anita C. Willis 7-18-12

Dept' Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: _____ District: 4/4 Agenda Number: **4.1**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On October 19, 2010, the Board of Directors for the Redevelopment Agency for the County of Riverside approved the purchase of the Villalobos Mobile Home Park located at 87260 Avenue 61 in Thermal, CA an unincorporated area of Riverside County (Project,). The Project is also known as Assessor Parcel Number 757-260-009 and is approximately 14 acres in size. Project consists of nine mobile home units and two single family homes that range from ten to forty two years of age. The Villalobos Mobile Home Park is currently in distress due to the deteriorating septic system.

On July 26, 2011, the Board of Directors for the Redevelopment Agency for the County of Riverside adopted the Relocation Plan for this project. Overland, Pacific, & Cutler (Relocation Consultant,) held initial interviews with the residents of the Project and has provided relocation services in compliance with statutory requirements. Currently 10 out of 11 households have received their relocation benefits which includes eligible monetary benefits and advisory assistance in accordance with all applicable regulations and requirements.

The County of Riverside in its capacity as Successor Agency to the Redevelopment Agency has determined it necessary to provide the remaining household this Settlement and Release Agreement in the amount of \$45,000. This Agreement requires the residents to vacate the property on or before August 20, 2012, at which time the entire Villalobos Mobile Home Park will be closed.

The project expenditures are shown on the approved Recognized Obligation Payment Schedule.

The Settlement and Release Agreement has been reviewed and approved by County Counsel as to legal form.

Attachment:
Settlement and Release Agreement

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("Agreement") is entered into between the County of Riverside in its capacity as Successor Agency to the Redevelopment Agency for the County of Riverside (hereinafter "Agency") and Arturo Villalobos and Orvalitta Barrera (hereinafter "Claimants"). The Agency and Claimant are sometimes referred to collectively (hereinafter the "Parties").

1. INTRODUCTION

Claimants currently reside in Unit No. 2 of the Project and have been declared eligible for Relocation Assistance pursuant to California Redevelopment Law (Health & Safety Code Section 33000 et. seq.) and the California Uniform Relocation Act (the "Claim"). Claimants are aware of the relocation assistance and benefits associated with the Agency's ownership of the property located at 87260 Ave. 61, Thermal, California, also known as the Villalobos Mobile Home Park (hereinafter the "Project"). Claimant has made several attempts to qualify for replacement housing with various lenders however has been unsuccessful due to lending parameters, rules and regulations. A 90 day notice to vacate the Project was served on April 21, 2011. Due to Claimant's inability to obtain ownership replacement housing as referenced above, the Agency elected to extend the tenancy assisting with replacement housing referrals. It is the desire of the Parties to settle this relocation claim through an agreed amount which is the relocation benefit amount the claimants are eligible to receive. The Parties enter into this Agreement to fully settle and discharge all disputed civil claims upon the terms and conditions set forth herein.

2. NO ADMISSION OF LIABILITY

It is expressly understood, acknowledged and agreed to by the Parties, that by reason of entering into this Agreement, the Parties do not admit, expressly or impliedly, any fact or liability of any type or nature with respect to this Claim, whether or not referred to herein, or the sufficiency of any claims made or that could have been raised by any party, allegations, assertions, or the positions of any party. Further, the Parties have not made any such admission and this Agreement is entered into solely by way of compromise and settlement.

3. SETTLEMENT TERMS

- A. Claimants acknowledge and agree as follows:
 1. Claimants acknowledge receipt of \$11,000.00 from Agency as compensation for the mobile home in which they reside, locate at Unit No. 2 of the Project.
 2. Claimants agree that a 60-day notice to vacate was served on June 20, 2012 and agree Claimants and all persons residing in Unit No. 2 of the Project will vacate Unit No.2 of the Project on or before August 20, 2012.
 3. Claimants shall remove any and all personal property on or before said date.

4. Claimants further acknowledge and certify that there are no other occupants on the premises (Unit No. 2 of the Project) and agree that they shall not allow anyone to occupy said premises at any time prior to or upon vacation of the premises.
5. Claimant further agrees that any property left on the premises on or after August 20, 2012, will be considered abandoned and may be removed by the Agency at its sole discretion without further notice to Claimant.
6. Claimant shall hold the Agency harmless for any property left at the Project on or after August 20, 2012.
7. Claimant shall complete and execute a certificate of abandonment in the form provided by the Agency.

B. Payment by Agency:

1. The Agency agrees to pay the Claimant the total sum of \$45,000.00 which includes \$2712.50 in Residential Moving and Related Expenses; \$42,101.00 in Down Payment Assistance; plus an additional \$186.50 payment as full settlement of the Claim.
2. Agency shall process payment to Claimant upon execution and delivery of this Agreement to the Agency, completion of IRS form W-9, and execution of the Relocation Claim Form.
3. Payment to the Claimants shall occur on or before August 20, 2012 subject to Claimants vacation of premises as set forth in this Agreement and compliance with the terms and conditions herein. Upon receipt of payment, Unit No.2 of the Project shall be deemed vacated by Claimants.

- C. The Parties agree that this Agreement is not intended to create, nor does it create, a landlord/tenant relationship by and between the Parties and this Agreement is solely a means to facilitate the orderly and safe removal of the occupants and their property from the Project in a timely and just manner.

4. RELEASE

In consideration of the settlement terms referred to herein, Claimants do hereby fully and forever completely release, acquit and discharge the Agency, together with any and all past and present employees, agents (whether ostensible or actual), officers, successors, departments, or representatives, (collectively "Releasees") from any and all civil claims, demands, damages, wages, loss of future employment capacity, costs, attorneys' fees, rights or causes of Claim, which Recipient may have against the Releasees, or any of them, that arise from, or are directly or indirectly related to, or are connected with, any of the facts or circumstances alleged in the Claim or in any way connected with the subject matter of the Claim.

5. WAIVER OF SECTION 1542

As to the matters released by this Agreement, the Parties expressly waive all rights under Section 1542 of the California Civil Code and of any comparable principle of law, whether by statute or decision. Section 1542 provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF THE EXECUTION OF THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

This release expressly includes a discharge of all unknown and unsuspected claims. Recipient understands and acknowledges the consequences of such a specific waiver.

6. NO PRIOR ASSIGNMENT OR TRANSFER

Each Party to this Agreement represents and warrants that there has been no assignment or other transfer of any claims or causes of action, which they are releasing pursuant to the terms of this Agreement.

7. MISCELLANEOUS PROVISIONS

A. Entire Agreement:

This Agreement constitutes the full and entire Agreement of the all claims between the Parties hereto and such Parties acknowledge that there is no other claim Agreement, oral and/or written, between the Parties hereto.

B. Authority to Enter Agreement:

This Agreement is the result of arms-length negotiations. Each Party to this Agreement represents and warrants to the others that the persons executing this Agreement on behalf of such Party are duly and fully authorized to do so, and that each such Party is acting pursuant to the power and authority granted by their respective principals, and that no further approvals are required to be obtained from any persons or entities.

C. Final Agreement:

The Parties to this Agreement, and each of them, acknowledge that (1) this Agreement and its reduction to final form are the result of extensive good faith negotiations between the Parties; (2) said Parties have carefully reviewed and examined this Agreement and have had the opportunity to have such Agreement reviewed by counsel; and (3) any statute or rule of

construction that ambiguities are to be resolved against the drafting Party should not be employed in the interpretation of this Agreement.

D. Binding Agreement:

This Agreement is and shall be binding upon and shall inure to the benefit of the predecessors, affiliates, subsidiaries, successors, assigns, parties, agents, officers, employees, shareholders, associates, legal representatives, heirs, executives and/or administrators of each of the Parties hereto.

E. Attorneys' Fees, Costs, and Future Claim:

Recipient and the Agency shall each bear their own costs and attorneys' fees in connection with the Claim, and this Agreement.

F. Interpretative Law:

This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable for whatever reason, the remaining provisions not so declared shall nonetheless continue in full force and effect without being impaired in any manner whatsoever.

G. Modifications:

This Agreement may be amended or modified only by a writing signed by all Parties to this Agreement.

H. Paragraph Headings:

Paragraph headings are for reference only and shall not affect the interpretation of any paragraph hereto.

I. No Inducement:

Each of the Parties to this Agreement acknowledges for itself that it has read this Agreement and fully understands its contents and consequences and has voluntarily executed it. Each of the parties also warrants that no promise or inducement has been made or offered by any of the parties, except as set forth herein, and that this Agreement is not executed in reliance upon any statement of representation of any of the Parties or their representatives, concerning the nature and extent of the injuries, damages or legal liability thereof. The Parties further represent that they have been represented by legal counsel during the course of the

negotiations leading to the signing of this Agreement, and that they have been advised by legal counsel with respect to the meaning of this Agreement and its legal affect.

J. Counterparts

This Agreement may be executed in counterparts with the same effect as if all original signatures were placed on one document and all of which together shall be one and the same Agreement.

K. Additional Documents:

All Parties agree to cooperate fully to take any and all steps, perform any acts, and execute any documents consistent with the terms and conditions of this Agreement, which may be needed or required to effectuate the terms, intent, conditions, covenants, and provisions hereof.

L. Venue:

Venue for enforcement of this Agreement shall be in the Superior Court of the State of California, County of Riverside.

WE HEREBY CERTIFY THAT WE HAVE READ ALL OF THIS SETTLEMENT, RELEASE AND WAIVER AGREEMENT AND FULLY UNDERSTAND THE SAME, AND IN WITNESS WHEREOF WE HAVE EXECUTED THIS AGREEMENT IN CALIFORNIA, SIGNED, SEALED AND DELIVERED.

Date: 06-21-12 
Arturo Villalobos, Claimant

Date: 6-21-12 
Orvalitta Barrera, Claimant

Date: _____ By: _____
John Tavaglione, Chairman
Board of Supervisors
County of Riverside

ATTEST:
KECIA Harper-Ihem
Clerk of the Board

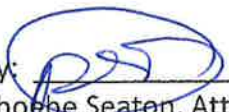
By: _____
Deputy

APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: 
Anita C. Willis, Principal Deputy County Counsel
Attorney for County of Riverside

California Rural Legal Assistance, Inc.

By: 
Phoebe Seaton, Attorney at Law
Attorney for Claimant

Claim for Residential Moving and Related Expenses

INSTRUCTIONS AND PRIVACY NOTICE: This claim form is for the use of families and individuals applying for a payment of Moving and Related Expenses. You are not required by law to furnish this information, but if you do not provide it, you may not receive this payment, or it may take longer to pay you. You may apply either for a fixed payment, actual expenses supported by receipts, or in some cases, a combination of both. An OPC representative of the Displacing Agency will help you complete the form and will explain the different payment types, the information that you must provide in support of this claim, eligibility requirements, and time limits to file a claim. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Act (URA) and/or California Relocation Assistance Act.

Claim Type:	Full Household Benefits (CA schedule)
Agency:	County of Riverside, Redevelopment Agency
Project:	Villalobos Mobile Home Park
OPC Case#:	RDA-002-87260-002
OPC Claim#:	CC022382
Program:	State/Local


1a. Claimant(s) Name(s) Arturo Villalobos & Orvalitta Barrera	1b. Claimant(s) Current Address 87-260 Avenue 61, #2 Thermal, CA 92274	1c. Claimant(s) Phone Number (760) 972-1312
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2. Have all members of the household moved to the same dwelling (If "NO", explain in Notes)? [] Yes [] No

Dwelling	Address	When Did You Move To This Unit?	When Did You Move Out Of This Unit?
3. You Moved FROM	87-260 Avenue 61, #2 Thermal, CA 92274	3/1/2003	Tentative 8/2012
4. You Moved TO	Undisclosed	Pending	

5. Moving Payment Determination (for households claiming together)	Amount
(a) Number of total household occupants	8
(b) Number of eligible household occupants	8
(c) Fixed Moving Payment based on _____ rooms*, furnished by tenant (Y/N): Yes	\$0.00
(* Enter number of rooms only if claiming Fixed Moving payment. Include total physical and content rooms, but exclude bathrooms, hallways, and closets. Amount calculated for project location and furnished status from URA Moving Cost Schedule in Item 12).	
(d) Actual Moving Expenses (from item 11, not to exceed approved moving estimates)	\$2,712.50
(e) Total of Fixed and Actual Expenses claimed (line (c) plus line (d))	\$2,712.50
(f) Amount claimed prorated to the number of eligible occupants	\$2,712.50
(g) Total amount of payments previously received (from item 14)	\$0.00
(h) Offset amount for rents due to the Agency (non-federal projects only)	\$0.00
(i) Amount Requested this Claim (Line 5(f) minus line 5(g) and 5(h) or describe in Notes)	\$2,712.50

6. Certification by Claimant(s): I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source.

Signature(s) of Claimant(s) 	Date
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FOR AGENCY AND/OR AGENCY REPRESENTATIVES USE ONLY

7. Is this an advance claim based on prelim. info?: [<input checked="" type="checkbox"/>] YES [<input type="checkbox"/>] NO				8. Is this a final claim for this benefit type?: [<input checked="" type="checkbox"/>] YES [<input type="checkbox"/>] NO			
9. Recommended Benefit Payment(s):				10. Benefit Payment(s) Actions:			
Chk #	Payable To	In The Amount	Check Disposition	Action	Name & Title	Initial	Date
# 1	Arturo Villalobos & Orvalitta Barrera	\$2,712.50	Hold for pick-up by OPC	OPC Recommended:	Patricia Feist Project Manager		
# 2			Hold for pick-up by OPC	OPC Reviewed:	Patricia Feist Project Manager		
# 3		\$0.00		Agency Approved:			

11. Determination of Actual Moving Expenses Claimed			Page 2 of OPC claim:	CC022382	
#	Expense Type	Vendor/Contractor and Description (not to exceed approved moving estimates)	Amount		
(1)	Moving	Settlement Agreement per County of Riverside	\$2,712.50		
(2)			\$0.00		
(3)			\$0.00		
(4)			\$0.00		
(5)			\$0.00		
(6)	TOTAL ACTUAL EXPENSES:			\$2,712.50	

12. URA Moving Cost Schedule (CA)			13. Eligible and Ineligible Expenses	
Dwelling Furnished By Tenant:			Eligible Expenses:	
1	Room	\$625.00	1. Transportation of displaced persons and personal property from the displacement site to the replacement site, generally within 50 miles of your displacement dwelling.	
2	Rooms	\$800.00	2. Packing, crating, uncrating and unpacking of personal property.	
3	Rooms	\$1,000.00	3. Necessary charges for the removal and hookup of appliances and other personal property, not acquired by Agency. Includes utility "hookup" and transfer charges.	
4	Rooms	\$1,175.00	4. Storage of personal property in connection with relocation, for period of up to 12 months.	
5	Rooms	\$1,425.00	5. Insurance of the personal property while moving and storing.	
6	Rooms	\$1,650.00	6. The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, and unit anchoring.	
7	Rooms	\$1,900.00	7. The reasonable cost of repairs and/or modification so that a mobile home can be moved and/or make decent, safe, and sanitary.	
8	Rooms	\$2,150.00	8. The cost of nonrefundable mobile home park entrance fee, not to exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.	
	each additional room	\$225.00	9. The cost of removal of barriers for persons with handicaps or disabilities in the replacement dwelling for purposes of accommodating the needs of handicapped or disabled persons.	
Dwelling NOT Furnished By Tenant:			Ineligible Expenses:	
1	Room	\$400.00	1. Cost of moving any building, structure or other real property in which the claimant has ownership.	
	each additional room	\$65.00	2. Interest on a loan to cover moving expenses.	
			3. Personal injury.	
			4. Any legal fee or other cost for preparing this claim, or for representing the claimant before the Agency.	
			5. Storage of personal property on real property owned or leased before the initiation of negotiations.	

14. Previous Moving Payments			15. Notes	
	(a) Date	(b) Amount		
(1)	00/00/00	\$0.00	Moving claim was not based on room count or actual expenses. At the request of the displacing agency a claim for is being provided in this amount per the negotiated settlement agreement.	
(2)	00/00/00	\$0.00		
(3)	00/00/00	\$0.00		
(4)	00/00/00	\$0.00		
(5)	00/00/00	\$0.00		
(6)	00/00/00	\$0.00		
	TOTAL	\$0.00		

Claim for Replacement Housing Payment for 180-Day Homeowner

PRIVACY ACT NOTICE: You are asked to provide this information to determine whether you are eligible to receive a Replacement Housing Payment for a 180-day Homeowner. You are not required by law to furnish this information, but if you do not provide it, you may not receive this payment or it may take longer to pay you. This information is being collected under the authority of the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (URA) and/or the California Relocation Assistance Act.

INSTRUCTIONS: This claim is for the use of families and individuals applying for a Replacement Housing Payment. A representative of the Agency will help you complete the form. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal.

Claim Type:	FEDERAL/STATE (Full Household Benefits)
Agency:	County of Riverside, Redevelopment Agency
Project:	Villalobos Mobile Home Park
OPC Case#:	RDA-002-87260-002
OPC Claim#:	CC022497
Program:	State/Local

1a. Claimant(s) Name(s) Arturo Villalobos & Orvalitta Barrera	1b. Claimant(s) Current Address 87-260 Avenue 61, #2 Thermal, CA 92274	1c. Claimant(s) Phone Number (760) 972-1312
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2. Have all members of the household moved to the same dwelling (If "NO", explain in Notes)? [] Yes [] No

Dwelling	Address	When Did You Buy This Unit?	When Did You Move To This Unit?	When Did You Move Out Of This Unit?
3. You Moved FROM	87-260 Avenue 61, #2 Thermal, CA 92274	3/1/2003	3/1/2003	Tent 8/2012
4. You Moved TO	Not Disclosed	n/a	n/a	

5. Computation of Replacement Housing Payment (for homeowners claiming together)	Amount
(a) Purchase price of comparable replacement dwelling for eligible occupants (provided by Agency)	\$53,101.00
(b) Purchase price of the replacement dwelling you moved TO	\$53,101.00
(c) Lesser of Line 5(a) or 5(b)	\$53,101.00
(d) Price paid by Agency for the displacement dwelling you moved FROM (if needed, adjusted for lack of major exterior attribute at comparable dwelling)	\$11,000.00
(e) Price differential amount (subtract line 5(d) from 5(c); but not less than zero)	\$42,101.00
(f) Eligible Incidental expenses (from item 13)	\$186.50
(g) Increased mortgage interest and debt service costs (from item 14)	n/a
(h) Total amount of replacement housing claim (add lines 5(e), 5(f) and 5(g))	\$42,287.50
(i) Amount previously paid, if any (from Item 15, including any Rental Assistance payments)	\$0.00
(j) Eligibility offset for rents due to the Agency (non-federal projects only)	\$0.00
(i) Amount Requested this Claim (Line 5(h) minus line 5(i) minus line 5(j), or describe in Notes)	\$42,287.50

6. Certification by Claimant(s): **I CERTIFY that this claim and supporting information are true and complete, that I have not submitted any other claim for the expenses listed and that I have not been paid for the expenses by any other source.**

Signature(s) of Claimant(s) 	Date
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FOR AGENCY AND/OR AGENCY REPRESENTATIVES USE ONLY

7. Is this an advance claim based on prelim. info?: [<input checked="" type="checkbox"/>] YES [<input type="checkbox"/>] NO	9. Effective date of eligibility for relocation assistance: 4/13/2011						
8. Is this a final claim for this benefit type?: [<input checked="" type="checkbox"/>] YES [<input type="checkbox"/>] NO	10. Date replacement dwelling found "Decent, Safe and Sanitary": N/A						
11. Recommended Benefit Payment(s):	12. Benefit Payment(s) Actions:						
Chk #	Payable To	In The Amount	Check Disposition	Action	Name & Title	Initial	Date
# 1	Arturo Villalobos Orvalitta Barrera	\$42,287.50	Hold for pick-up by OPC	OPC Recommended:	Patricia Feist Project Manager		
# 2		\$0.00		OPC Reviewed:	Patricia Feist Project Manager		
# 3		\$0.00		Agency Approved:			

13. Incidental, Non-Recurring Expenses in Connection with Purchase of Replacement Dwelling		Page 2 of OPC claim:	CC022497
INSTRUCTIONS: Enter eligible expenses incidental to the purchase of your new home. Do not include prepaid costs such as real estate taxes, prepaid interest or homeowner's and hazard insurance and association fees. Attach a copy of the closing statement and other receipts.			Amount
(a) Legal and closing costs: title search, conveyance instruments, notary, surveys and plats, recording, and related costs			\$0.00
(b) Lender costs: application, appraisal, fixed loan fees, broker, document, mortgage insurance, and related costs			\$0.00
(c) Inspection and Certification cost: home inspection, termite inspection, flood certification and related costs			\$0.00
(d) Evidence of title costs: owner's title insurance, lender's title insurance (not to exceed the costs for a comparable dwelling)			\$0.00
(e) Escrow costs: escrow fee, tax service, audit, process insurance, and related costs			\$0.00
(f) State fees and taxes: state revenue, document stamps, sales/transfer tax (not to exceed the costs for a comparable dwelling)			\$0.00
(g) Delivery and communication costs: delivery, messenger/courier, wiring, email and related costs			\$0.00
(h) Other eligible costs: (explain in Notes)			\$186.50
(i) Less seller's credit remaining for closing costs, if any			\$0.00
(j) Total incidental expenses (add lines 11(a) through 11(i); enter this amount on line (i) of item 5)			\$186.50
14. Mortgage Buydown Payment and Other Debt Service Costs			
INSTRUCTIONS: This payment covers costs resulting from the interest rate for the new mortgage being higher than the interest rate on the old mortgage. The maximum payment for which you can qualify is the amount needed to reduce your new mortgage balance to the amount which can be amortized with this same periodic payments for principal and interest as for your old mortgage (the Agency is required to advise you of its estimate of the maximum payment and the interest rate, term and amount on which it was computed. You will need to borrow that amount over that term to qualify for the full payment). The interest and points for the new mortgage cannot exceed the current prevailing interest rate and points for a similar loan in your area, unless the Agency determines otherwise. On line (m) do not include seller's points or any costs included in item 13. If you have more than one mortgage on either your old or new home, complete a separate item 12 for each computation and include the total amount of such computations on line (g) of item 5. A mortgage on your old home that was in effect for less than 180 days before the Agency's initial written offer of just compensation cannot be used as a basis for payment.			
Part A: Information from Mortgage Documents		(a) Old Mortgage	(b) New Mortgage
(a) Outstanding principal balance		\$0.00	\$0.00
(b) Annual interest rate of mortgage (or prevailing if lower than new rate)		0.000%	0.000%
(c) Number of monthly payments remaining on mortgage		0	0
Part B: Computation of Payment			(c) Lesser of (a) or (b)
(d) Monthly payment required to amortize \$1,000 in minimum months (line 14(c) col (c) at new interest rate (line 14(b) col (b))			n/a
(e) Monthly payment required to amortize \$1,000 in minimum months (line 14(c) col (c) at old interest rate (line 14(b) col (a))			n/a
(f) Subtract line 14(e) from 14(d); but not less than 0			n/a
(g) Divide line 14(f) by 14(d) and carry to 6 decimal places			n/a
(h) Increased interest cost (multiply line 14(g) by 14(a) col (a))			n/a
(i) New loan needed (subtract line 14(h) from 14(a) col (a))			n/a
Note: If 14(i) is less than 14(a) col (b), enter amount from 14(h) on 14(i) and skip proration on lines 14(j) and 14(k).			
(j) Divide line 14(a), col (b) by 14(i) and carry to 6 decimal places			n/a
(k) Multiply 14(j) by 14(h)			n/a
(l) Mortgage buydown (interest differential) payment (enter amount from 14(h) or 14(k), as appropriate)			n/a
(m) Actual cost of other loan-based debt service fees such as purchaser's points and loan origination fees (not in item 13)			\$0.00
(n) Prorated costs from line 14(m) (based on the lesser of the new loan needed 14(i) or actual new loan 14(a) col (b))			n/a
(o) Total increased mortgage interest and debt service costs (add lines 14(l) and 14(n); enter this amount on 5(g))			n/a
15. Previous RHP/RAP Payments		16. Notes	
(a) Date	(b) Amount	See page 2 B, (1) of Settlement Agreement	
(1) 00/00/00	\$0.00		
(2) 00/00/00	\$0.00		
(3) 00/00/00	\$0.00		
(4) 00/00/00	\$0.00		
TOTAL	\$0.00		