

A U T O



T E M P

**Woodland Park Apartments  
Euclid Improvement Area  
East Palo Alto, CA**

**RELOCATION PLAN**

**Prepared for**

**Woodland Park Communities  
5 Newell Court  
East Palo Alto, CA 94303**

**by**

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**November 2022**

## EXECUTIVE SUMMARY

Sand Hill Property Company (Sand Hill) acquired the Woodland Park Apartments in February 2016. Over time, Sand Hill recognized the need to ultimately redevelop a small percentage of outdated units due to the high level of deferred maintenance.

Prior to and following the pre-application to the City of East Palo Alto, Sand Hill began meetings with the residents of the Euclid Improvement Area along with community stakeholders. Using the Westside Area Plan and feedback from the residents and stakeholders, the community-centered Core Principles were developed. See Section 2(A) below.

Then, further meetings with the residents and stakeholders led to the development and refining of the Relocation Commitments that guide this Relocation Plan. These commitments included the noticing and Replacement Apartment selection process; moving assistance by a licensed and insured professional mover; the right to return to newly constructed apartments; and the commitment to “**no displacement**”.

The “Optional Tenant Requested Move” program was introduced to the residents in the fall of 2019. It followed the original Relocation Commitments. Twenty-nine households have taken advantage of this program and have moved to “move-in ready” apartments within the Woodland Park Apartments. Pursuant to the original Relocation Commitments, these apartments contain the same number of bedrooms and parking spaces that the household had in their previous apartment. In addition, the household continues to pay the same Rent-Stabilized Rent.

Now, this Relocation Plan is being submitted for approval with the entitlements of the Euclid Improvements. The Plan builds upon the original Relocation Commitments. Moreover, the City of East Palo Alto has requested certain additional commitments, which have been added to this Relocation Plan and memorialized in the UPDATED Relocation Commitments. See Section 3(B) and 3(C).

Each household will have the following housing choice:

**Option A: Remain at Woodland Park With Right of Return.** We will move your household, at no cost to you, to a Replacement Apartment in the same neighborhood at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened. (In the unlikely event that no like-sized or larger Replacement Apartment within Woodland Park is made available to you, we will assist you in finding a comparable unit until the Right of Return Apartment is available.) You will have a right of return into a brand-new right of return unit, at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes the moving benefit described below. If you return to a Right of Return Apartment, you will receive an Anti-

Displacement Incentive.

**Option B: Move Elsewhere With Right of Return.** You may choose to leave Woodland Park and move into different housing that you find for yourself. You will have a right of return into a brand-new right of return unit, and at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes the moving benefit described below.

**Option C: Move Elsewhere, Waive Right of Return, Receive Relocation Payment.** You may choose to leave Woodland Park, give up your right of return into a brand-new right of return unit in the Euclid Improvements and instead receive a Relocation Payment. The payment will be provided to tenants who are required to move as a result of the Euclid Improvements and will be calculated in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The base Relocation Payment for a tenant with less than two years of occupancy is \$9,910.82. The base Relocation Payment for a tenant with two or more years of occupancy is \$13,214.42. A tenant's total Relocation Payment may also include one or more Qualified Tenant Benefits. A tenant who is Low Income, Disabled, Elderly, Dependent, or Terminally Ill would receive a Qualified Tenant Benefit of \$3,303.61 for each additional payment category that applies to the tenant receiving the Relocation Payment. These amounts reflect the 2021 amount. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date. This includes a moving benefit described below.

Each household, regardless of the housing option chosen, will also have the following moving benefit choice:

**Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto.** The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

**Choice 2: You arrange for and pay a mover.** Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

**Choice 3: You move yourself.** Woodland Park will provide a Moving Assistance Payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

After approval of the Relocation Plan, the relocation process will follow at the appropriate time and phasing as indicated in this Plan.

## TABLE OF CONTENTS

- I. Introduction (pg 5)
  - A. The Project (pg 5)
  - B. The Developer (pg 8)
  - C. The Relocation Consultant (pg 8)
- II. Applicable Principles and Policies (pg 8)
  - A. Community-Centered Core Principles (pg 9)
  - B. Westside Area Plan Guiding Principles (pg 10)
- III. Updated Relocation Commitments and Plan (pg. 12)
  - A. Defined Terms (pg 12)
  - B. Original Relocation Commitments (pg 14)
  - C. Updated Relocation Commitments (pg 16)
  - D. Commitment to Collaboration (pg 25)
  - E. Relocation Assistance Program (pg 26)
  - F. Replacement Housing Resources (pg 26)
  - G. Phasing (pg 26)
  - H. Program Assurances and Standards (pg 27)
  - I. Remedies (pg 27)
  - J. Projected Dates of Implementation (pg 28)

### Attachments

#### Attachment 1: Sample Draft Communications with Affected Tenants

- Notice of Relocation Plan Approval
- Notice of Termination of Tenancy
- Tenant Choice and Replacement Apartment Notice
- Reminder Notice: Tenant Choice
- Letter to Tenant Regarding Replacement Apartment Selection
- Final Letter to Tenant Assigning Replacement Apartment
- Replacement Apartment Lease Addendum
- Letter to Rent Stabilization Program Regarding Change in Tenancy (Replacement Apartment)
- Letter Regarding Relocation Payment
- Letter to Rent Stabilization Program Regarding Final Relocation Payment
- Notice of Right of Return
- Right of Return Choice Form
- Reminder Notice: Right of Return Choice
- Right of Return Lease Addendum
- Letter to Rent Stabilization Program Regarding Change in Tenancy (Right of Return)
- Notice of Anti-Displacement Incentive

#### Attachment 2: Example Flowchart

#### Attachment 3: City-Calculated CPI Annual Adjustments to Relocation Benefit Amounts

## I. INTRODUCTION

This Relocation Plan sets forth UPDATED Relocation Commitments from Sand Hill Property Company, in accordance with direction from the City of East Palo Alto, that will apply to any mandatory relocation activities necessary to implement the Euclid Improvements. The Plan also articulates several related benefits and processes that will apply to those relocation activities.

This Plan sets forth policies and procedures necessary to relocate households respectfully and efficiently in accordance with input received from the community and to conform to ordinances and policies established by the City of East Palo Alto. No mandatory relocation activities will take place prior to the required reviews and approval of this Plan.

### A. The Project

The proposed Project area, the Euclid Improvement Area, currently consists of 161 residential units. Sand Hill Property Company (the “Developer”) proposes the demolition of the existing residential structures and their replacement with a unit mix as shown in the following table.

UNIT MIX

TYPE	CURRENT*	MIX	PROPOSED	MIX	AVG. AREA
STUDIO	53	33%	228	38%	405 sf
1 BR	102	64%	197	33%	650 sf
2 BR	4	2%	178	29%	960 sf
3 - 4 BR	2	<1%	2	<1%	1,825 sf
TOTAL	161		605		

\* There are 160 current rent-stabilized units and one 2 BR single-family rental (non-RSO)

The current buildings are between 50 and over 100 years old and many are at the end of their useful lives, having been built inexpensively to obsolete standards. The Developer has been making incremental improvements, but ultimately, maintenance and small-scale improvements alone won't be enough to maintain the buildings and the shared spaces at the high quality that the tenants and the community deserve.

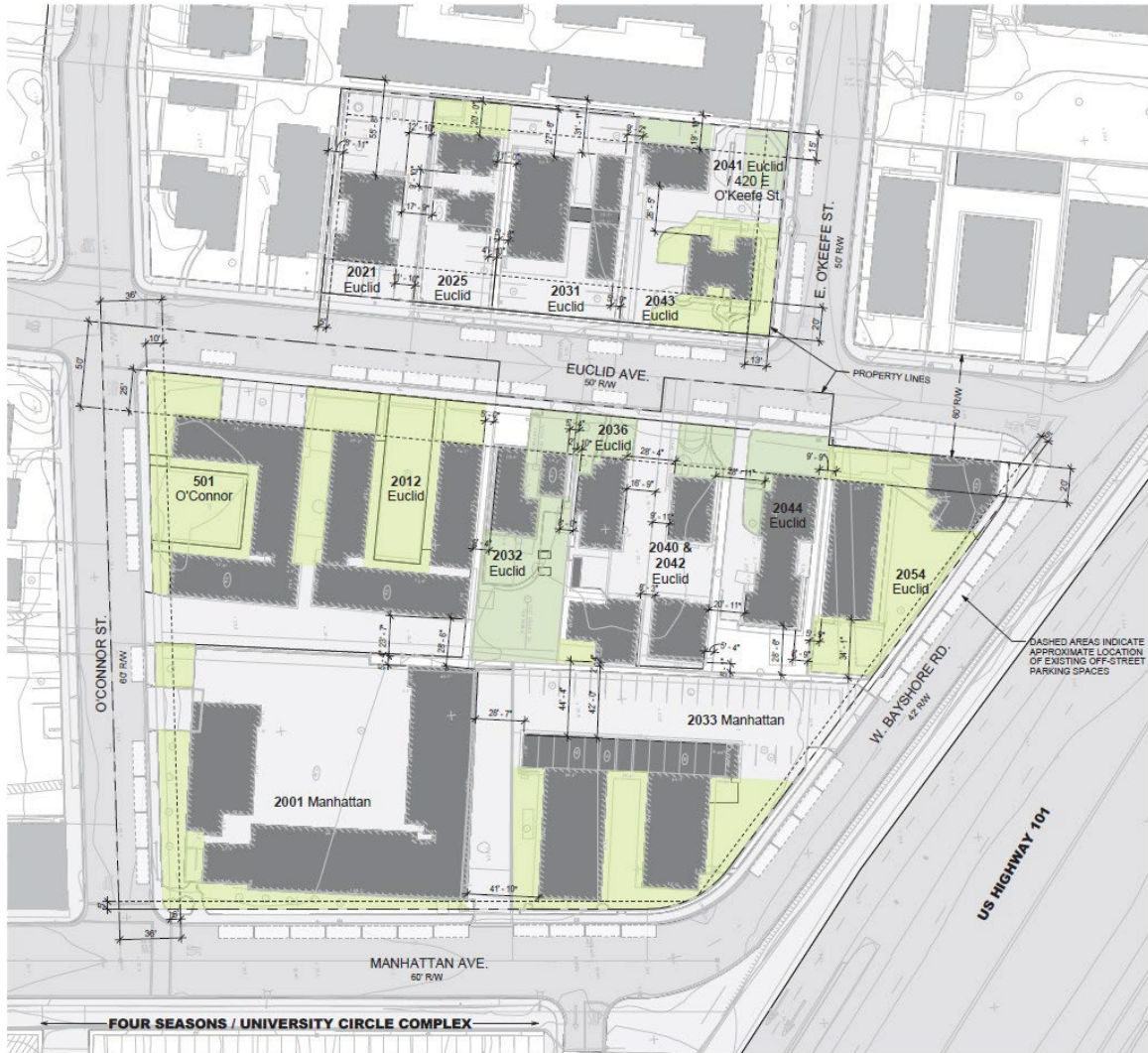
With no displacement, the Developer proposes the replacement of aging, outdated structures containing 160 rent-stabilized housing units and one single-family rental dwelling with newly constructed mixed-income buildings containing 605 apartments, 160 of which will be deed restricted rent controlled, replacing the existing units one-for-one as depicted below on the 3.92-acre site.



The dwelling units which are the subject of this Relocation Program are located in the City of East Palo Alto and County of San Mateo. The subject properties are shown on the current site plan and table, below.

The proposed improvement area includes the following addresses:

- |   |                     |                  |
|---|---------------------|------------------|
| 2021 Euclid Ave.                                      | 2025 Euclid Ave.    | 2031 Euclid Ave. |
| 2043 Euclid Ave.                                      | 2012 Euclid Ave.    | 2032 Euclid Ave. |
| 2036 Euclid Ave.                                      | 2040 Euclid Ave.    | 2042 Euclid Ave. |
| 2044 Euclid Ave.                                      | 2054 Euclid Ave.    | 501 O'Connor St. |
| 2041 Euclid Ave. (previously known as 420 E. O'Keefe) |                     |                  |
| 2001 Manhattan Ave.                                   | 2033 Manhattan Ave. |                  |



As a result of the Project, up to 60 existing households in the Euclid Improvement Area will be transferred to other Woodland Park units or may choose to move offsite, to allow the demolition and reconstruction to occur in an orderly and safe manner. It should be noted that an additional 30 households participated in an early move program (the “Optional Tenant Requested Move” or “OTRM” program), having already relocated to other units within Woodland Park, with a Right to Return. Three of those households subsequently left Woodland Park. As of the date of approval of this Relocation Plan, 93 households are eligible for Relocation Benefits under this plan, including 58 households within the Euclid Improvement Area, 27 households who have relocated to their Replacement Apartment early as part of the Optional Tenant Requested Move program, and 8 households that left between the date Woodland Park announced the Euclid Improvements (December 2018) and the date Woodland Park sent the final, signed relocation commitments to all affected households (October 2019).

## **B. The Developer**

Sand Hill Property Company was founded in 1988. Today, the Company is recognized as one of the most reputable and successful real estate investment and development companies in the Silicon Valley. Over the past three decades, the company has developed numerous real estate projects.

The Company’s portfolio includes apartments, shopping centers, mixed-use communities, office complexes, and hotels. Sand Hill handles all aspects of the investment and development process, including acquisition/disposition, financing, planning/government entitlement, design, construction, leasing, and property management.

Sand Hill Property Company’s accomplishment is attributed to its corporate philosophy that honesty and integrity are indispensable traits of a successful business. The Company has been responsible for significant development in many of Silicon Valley’s communities and has earned the trust of the region’s municipal governments, as well as its tenants.

Woodland Park Communities, an affiliate of Sand Hill Property Company, previously acquired over 1,800 units of multifamily apartments in East Palo Alto and proposes to redevelop a small fraction of the Woodland Park Apartments in the Euclid Improvement Area (the “Project”).

## **C. Relocation Consultant**

Autotemp, an experienced acquisition and relocation firm, has been selected to prepare this Relocation Plan (‘Plan’), and will provide all support to households and property management in its implementation. Autotemp has significant experience planning and implementing for residential relocation throughout California, including in East Palo Alto. Autotemp regularly



works in residential communities comprised of rent-controlled apartments as well as income-restricted affordable housing. Autotemp has bilingual staff.

## **II. APPLICABLE PRINCIPLES AND POLICIES**

This Plan has been developed to align with the applicable principles, policies, and law. The following sections detail the community-centered core principles and West Side Area Plan policies. The Relocation Plan also complies with applicable laws. In response to City comments, Woodland Park has provided an analysis of such compliance under separate cover.

### **A. Community-Centered Core Principles**

For over three years, the Developer has worked closely with the tenants, neighbors, community groups, city staff, and local officials to get to know the neighborhood and the community. The knowledge gained from their experiences and interactions, as well as the Westside Area Plan, has led to the establishment of the following five “Core Principles” to guide the development:

1. **No Displacement:** All existing tenants will always be able to stay at Woodland Park, and can return to newly constructed Replacement Apartments at their same Rent-Stabilized Rents.
2. **Preserve Housing Affordability and Stability:** Despite state law which says that new buildings cannot have rent control, the Developer will voluntarily deed-restrict 26% of the total units to be rent controlled, replacing all existing rent-controlled units one-for-one, to preserve the Rent Stabilization Program, ensure housing stability for future tenants, and lock-in the below market rents of existing tenants.
3. **Community Informed Plans:** The Developer values community input and creates and seeks opportunities to engage with tenants and the community. Prior to submitting a formal application, more than 17 community and tenant meetings were held regarding this proposal, and many small group and one-on-one conversations. This is a community-informed application, and the Developer will continue to seek and respond to input and feedback.
4. **Better Parking and Mobility:** The plans include better parking and mobility options, including significantly more parking and a new bus stop, and improved options for walking, biking, and transit wherever possible. The Developer will have a Transportation Demand Management (TDM) plan.
5. **Safer, Healthier Buildings:** The buildings at Woodland Park are between 50 and over 100 years old, and many are at the end of their useful lives. They were built

inexpensively to old standards, and were not always cared for by previous owners. The Developer will create safer, healthier buildings that meet or exceed modern seismic and other life safety standards.

## **B. Westside Area Plan Guiding Principles**

The Euclid Improvements implement the City's vision. The East Palo Alto General Plan articulates community goals for the Westside, including 14 Guiding Principles. The Developer strongly supports these goals that the City developed through years of community input and analysis. The Developer also recognizes its duty as a major housing provider on the Westside to carefully implement the City's objectives. Their proposal and this Plan comply with the Guiding Principles, as described below.

1. **Avoid Displacement:** All existing tenants will always be able to stay at Woodland Park, and can return to newly-constructed Replacement Apartments at their same Rent-Stabilized Rents. The Developer has the capacity to re-house affected tenants within the neighborhood and to enable these tenants to return to newly constructed, high-quality housing at their Rent-Stabilized Rents. This right of return and one-for-one replacement of rent-stabilized units protects existing tenants and maintains a viable Rent Stabilization Program.

2. **Ensure Community Driven Process:** The Developer has established a strong track record of engaging with the community and will continue to do so to refine the plans and proceed through the City's review process. Plans will be developed with significant input from tenants and the community at large.

3. **On-Going Community Participation:** The Developer will maintain and strengthen dialogue with the community through ongoing community dinners, special events, smaller gatherings, and partnerships with local community groups. This approach will ensure that the community is represented, consulted, and respected in the planning process.

4. **Provide Affordable Housing:** All rent-stabilized units will be replaced one-for-one in new construction and there will be no net loss of affordable housing or housing in general. The Developer is committed to ensuring replacement housing for current tenants at Rent-Stabilized Rents, and helping to maintain a viable Rent Stabilization Program in East Palo Alto.

5. **Maintain Diversity:** The Westside's greatest assets are its diversity and community. By ensuring tenants can stay in the neighborhood at their Rent-Stabilized Rents, the Developer can help preserve neighborhood diversity and community character. Additionally, to accommodate a diverse range of tenants, the proposal offers a range of unit types, including studios, one-bedroom, two-bedrooms, three-bedrooms, and four-bedrooms.

6. Promote Home Ownership: The Developer provides rental housing, rather than ownership housing, and will continue to do so in the future. They support home ownership, but do not foresee an ownership proposal as part of the Euclid Improvements.

7. Improve Housing Quality: The Developer works hard to improve housing quality through comprehensive maintenance of existing buildings. Some structures, however, are reaching the end of their useful lives. Maintenance activities can no longer effectively or efficiently improve the housing quality. All new buildings constructed will be safer, healthier buildings that meet or exceed modern seismic and other life safety standards. They intend to pursue Leadership in Energy and Environmental Design (LEED) certification, or equivalent, to create green buildings that are healthier for tenants and more energy efficient to reduce tenants' utility costs.

8. Maintain Diversity of Housing Types and Unit Sizes: Woodland Park is comprised of various unit types and sizes including studio, one, two, three, and four-bedroom units, with some in townhouse and flexible configurations. The Euclid Improvements will maintain a diversity of unit sizes by replacing existing unit types on a one-for-one basis, and providing a diversity of unit sizes in the new additional units.

9. Connect the Westside to the City and Region: The Developer is committed to improving mobility for tenants by increasing pedestrian, bicycle, and transit access, including to the SamTrans, Caltrain, and VTA systems. Additionally, the Highway 101 pedestrian and bicycle overcrossing anchors into the Woodland Park community. The Developer intends to make property-level improvements across the neighborhood to improve pedestrian and bicycle experiences and create a welcoming environment.

10. Address Infrastructure Needs: The proposal offers the opportunity to improve the streetscape and upgrade water, sewer, and other utilities systems. The Developer looks forward to future discussions with the City, utility providers, and community stakeholders regarding opportunities to address infrastructure deficiencies.

11. Ensure New Development Pays its Fair Share: The Developer agrees it's important to pay their fair share, and that's why they are ensuring tenant housing stability through the No Displacement commitment. This is the foundation of their commitment to the community. It involves significant expense and far exceeds any other private project in the region. They will discuss with the City and local stakeholders additional ways to ensure the proposal contributes positively to East Palo Alto, including substantially increased property taxes, new sales tax from the retail space, and a percentage of gross residential receipts from the Measure O taxes.

12. Provide Diverse Parks, Community Facilities, and Shopping for All Residents: the plans include an open, publicly accessible park on O'Connor Street between Euclid and

Manhattan that will be accessible to all for recreation, relaxation, and social events. The proposal includes amenities like flexspace for neighborhood-serving retail that will offer shopping within walking distance for tenants and neighbors, and create a focal point for the community, adjacent to the new park. This will facilitate a high-quality pedestrian environment.

13. **Improve Public Safety:** The Developer consistently looks for ways to improve public safety and security. The Developer already has improved exterior lighting as a part of the maintenance program. New construction offers the opportunity to integrate state-of-the-art public safety and lighting concepts into building design. New construction also allows seismic and life-safety upgrades not possible with simple renovation alone. Finally, new buildings with stoops and front doors facing the street combine with improved streetscapes to create a safer public realm and safer bicycle and pedestrian networks.

14. **Beautify the Westside:** The Developer is focused on enhancing the physical environment in the neighborhood. Their high-quality design will include beautiful new buildings, street trees, streetscape, parks, and landscaping that reflects careful attention to the public realm. The design will improve the quality and aesthetic appeal of the site with high quality architecture, materials, and pedestrian-oriented facades, while remaining rooted in the existing community character.

### **III. Updated Relocation Commitments and Plan**

Understanding that No Displacement and relocation planning would be of central importance to the affected tenants and the community, Woodland Park began planning for relocation and housing stability very early. Woodland Park met with the affected tenants, the broader community, and local organizations to develop, discuss, and revise the original Relocation Commitments. These were finalized before the application was even submitted. The Developer anticipated that these original Relocation Commitments would form the “term sheet” for a more detailed Relocation Plan.

This Relocation Plan includes updated Relocation Commitments that build upon that original “term sheet.” Over the years, the Developer also made presentations to, answered questions from, and received feedback from tenants, the City of East Palo Alto’s Planning Commission, Rent Stabilization Board, and City Council on the commitments.

#### **A. Defined Terms**

**Anti-Displacement Incentive.** An incentive for households to stay at Woodland Park during construction and exercise their right to return to the new building. The incentive will be a \$1,000 voucher for housing-related goods from a local business. A household may choose to receive any portion, or all, of the \$1,000 incentive as a rent refund of the last month of rent paid on a Replacement Apartment after the tenant has moved into a Right of Return Apartment.

**Moving Assistance Payment.** A payment made to a household that elects not to be moved by a mover that Woodland Park pays for and arranges. The Moving Assistance Payment will be provided in accordance with Municipal Code section 14.08.060(D). The payment will be either (a) the actual moving costs up to the amount of \$3,303.61 upon the provision of receipts or (b) a “fixed fee” of \$1,982.16. These amounts reflect the 2021 amounts, as shown in the table in Attachment 3. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date.

**Off-Site move.** A move out of a Woodland Park apartment, arranged by tenant, other than a move to a Replacement Apartment or to a Right of Return Apartment.

**Original Apartment.** A tenant’s rental unit in the Euclid Improvement Area as of December 2018.

**Qualified Tenant.** A tenant who satisfies any of the following criteria:

"Low-Income Tenants" means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in Health & Safety Code Section 50079.5. The city shall maintain and provide to owners and tenants information concerning current income levels which qualify tenants as "Low-Income" under this section.

"Disabled" means a person with a disability, as defined in Section 12955.3 of the California Government Code.

"Elderly" means a person who is sixty-two (62) years of age or older.

"Dependent" means a person less than eighteen (18) years of age residing with and dependent upon a parent or guardian, or any other legal dependent (as determined for federal income tax purposes).

"Terminally Ill" means a person who has a life-threatening disease from which the person will not recover, as certified to by the individual's treating physician.

**Qualified Tenant Benefit.** An additional component of a Relocation Payment for a tenant who is a Qualified Tenant. The benefit is \$3,303.61 for each additional payment category that applies to a tenant receiving a Relocation Payment. This amount reflects the 2021 amount, as shown in the table in Attachment 3. The actual amount will be adjusted by the Consumer Price Index for the year prior to the payment date.

**Relocation Payment.** A payment made to a household that selects Option C. The payment will be provided to tenants who are required to move as a result of the Euclid Improvements and will

be calculated in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The base Relocation Payment for a tenant with less than two years of occupancy is \$9,910.82. The base Relocation Payment for a tenant with two or more years of occupancy is \$13,214.42. These amounts reflect the 2021 amount, as shown in the table in Attachment 3. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date. A tenant's total Relocation Payment may also include one or more Qualified Tenant Benefits, as defined above.

**Rent-Stabilized Rent.** The maximum allowable rent for the existing tenants for the Original Apartment. This is the original rent for the Original Apartment plus all intervening Annual General Adjustments (AGAs) pursuant to the City's Rent Stabilization Ordinance. The intention is for the tenant to continue to pay the same rent as they would have paid for the Original Apartment if nothing had happened.

**Replacement Apartment.** An existing, move-in condition Woodland Park apartment outside of the Euclid Improvement Area. Replacement Apartments have the same number of bedrooms and comparable square footage as a tenant's Original Apartment. Comparable square footage means within +/-5% of the square footage of the Original Apartment. Replacement Apartments have the same number of parking spaces and the same housing services as a tenant's lease specifies for the Original Apartment. If the Replacement Apartment is larger than the Original Apartment, square footage for the Right of Return Apartment will be based upon the square footage of the Original Apartment.

**Right of Return Apartment.** A newly-constructed apartment in the Euclid Improvement Area. Right of Return Apartments have the same number of bedrooms and comparable square footage as a tenant's Original Apartment. Comparable square footage means within +/-5% of the existing square footage of the Original Apartment. Right of Return Apartments have the same number of parking spaces and the same housing services as a tenant's lease specifies for the Original Apartment.

## **B. Original Relocation Commitments**

Prior to submitting its development application, the Developer made certain Relocation Commitments to the Euclid Improvement Area tenants. These Relocation Commitments were developed over a 12-month process in collaboration with affected tenant and community stakeholders. It represented Woodland Park's original relocation promises to affected tenants. Woodland Park circulated the Relocation Commitments in English and Spanish. A copy of this document has been provided under separate cover to affected tenants.

The following table summarizes what Woodland Park heard and what they changed or did in response to what they learned from the community through the community-informed process.

	<b>What We Heard</b>	<b>What We Changed in Response</b>
1.	Requests to “reflect back” what was heard and indicate what was changed in response.	This table reflects the comments received from the community and summarizes the changes made in the Relocation Commitments in response to that feedback.
2.	Requests that the Relocation Commitments be in writing.	The Draft Relocation Commitments were circulated in writing and distributed by hand delivery and mail to affected residents, as well as in person at meetings, information booths, and community meetings. The final Relocation Commitments were distributed in writing.
3.	Requests that the Relocation Commitments be signed.	The Relocation Commitments are signed by Mike Kramer, the authorized signatory for Woodland Park.
4.	There were too many separate requirements.	Requirements were streamlined to be clearer and more straightforward.
5.	Concern that tenants have an opportunity to fix any problems with their tenancies so that they can exercise their right of return	<p>Added the expectation that all affected tenants will be eligible for a right of return and re-articulated our goal of No Displacement.</p> <p>Added a commitment to collaborate with affected tenants and other community stakeholders toward achieving this goal of No Displacement.</p> <p>Added a commitment to give tenants an opportunity to fix any problems so that they can exercise their right of return.</p>
6.	Some affected tenants want to move as soon as possible and other community stakeholders are concerned about the early move process	<p>The Euclid Improvements will require approval from the City and we have added this information to the Relocation Commitments. We expect a robust public entitlement process and commit to working collaboratively with the community.</p> <p>We also understand certain affected tenants’ desire to move sooner rather than later and will accommodate that desire. No one will be required to move into a Replacement Apartment before the City has approved the Euclid Improvements.</p> <p>Added information about the early move process being optional and at affected tenants’ discretion.</p> <p>Extended the early move timing to create additional flexibility for affected tenants.</p>
7.	Affected tenants may need more time to select a replacement or Right of Return Apartment.	Doubled the amount of time for affected tenants to select apartments.
8.	Confusion about the condition of the Replacement Apartments	Clarified that the Replacement Apartments will be existing apartments in move-in condition and we clarified that Right

	<b>What We Heard</b>	<b>What We Changed in Response</b>
	and Right of Return Apartments.	of Return Apartments will be newly constructed apartments in brand-new condition.
9.	Questions about how long an individual move would take.	Specified that most moves will take no more than one day.
10.	Tenants may want contact information for legal resources.	We work collaboratively with the City of East Palo Alto’s Rent Stabilization Program and community groups, including community groups that provide legal resources. We provide tenants with referrals to local resources.
11.	Delivery of notices needs to be careful and trackable to ensure that tenants receive information.	We commit to mail and deliver notices. We will conduct further research about other best practices that will ensure that affected tenants receive the relevant information.
12.	Requests that we discuss the relocation commitments with tenants outside of the affected area.	We discussed relocation commitments with Woodland Park tenants who live outside of the Euclid Improvement Area, as well as with community members, community groups, the Planning Commission, the Rent Stabilization Board, and the City Council.

**C. Updated Relocation Commitments**

Since submitting the original application in 2019, the Developer has solicited and received significant feedback on the Euclid Improvement Project, including the Relocation Plan. On November 30, 2021 and February 15, 2022, the City Council held Study Sessions focused on the Relocation Plan. The City of East Palo Alto has requested that this formal Plan update the relocation commitments to include certain additional commitments that will apply to mandatory relocation activities. Woodland Park has agreed to update the relocation commitments.

The following table summarizes what Woodland Park heard from the City Council and what they changed or did in response.

	<b>What We Heard</b>	<b>What We Changed in Response</b>
1.	Resubmit a complete relocation plan.	This document builds upon the initial Relocation Commitments and provides a more robust explanation and greater detail about the relocation process.
2.	Unit size. Clarify that units will be comparable in size both in terms of number of bedrooms and in square footage. Description of units should include details regarding parking and	The Updated Relocation Commitments specify that the units will be comparable in size both in terms of number of bedrooms and in square footage. Comparable square footage means within +/-5% of the existing square footage. They further explain that the Replacement Apartments and Right of Return apartments (assuming the project is approved as it has been proposed) will contain the same number of parking spaces and any other housing services (like storage) that are specified in the existing lease. If there are other housing



	What We Heard	What We Changed in Response
	storage spaces in Right-of-Return Units and Relocation Units	services that are not specified in the lease, we commit to make a good faith effort to provide the same housing services with the Replacement Apartment.
3.	Relocation Payment. Include the option of a Relocation Payment pursuant to Westside Area Plan Policy 5.11 and Municipal Code sections 14.02.140(B), 150(E), and 14.08.060.	<p>Added that tenants may choose to receive a Relocation Payment instead of a right to return and we have provided that this will occur in alignment with the applicable WSAP and Municipal Code requirements.</p> <p>Specifically, when tenants receive the “Tenant Choice and Replacement Apartment Notice,” the tenant will elect how to proceed. They can choose to either a.) remain at Woodland Park with right of return and decline Relocation Payments; or b.) relocate elsewhere with a right of return and decline Relocation Payments; or c.) relocate elsewhere, waive right of return, and receive Relocation Payments (as defined by the City of East Palo Alto Municipal Code).</p> <p>The Relocation Plan has been developed in response to the City’s General Plan and Municipal Code. These local policies provide clear and generous benefits to tenants.</p>
4.	Remove good standing requirement and continuous occupancy requirement.	Removed the good standing and continuous occupancy requirements. More particularly, we have added a choice for tenants whereby they may elect an Off-Site Move and reserve their right of return into the new building.
5.	Ellis Act Notice and Relocation Payment Compliance. Demonstrate how the plan will comply with the tenant notice and relocation payment requirements of Municipal Code 14.08.	<p>The Plan specifies how the notice and relocation payment requirements will be met. It includes draft form notices.</p> <p>In response to City comments, Woodland Park has provided an analysis of such compliance under separate cover.</p>
6.	Incorporate a comprehensive disclosure process	We agree that community engagement, disclosure, and transparency are very important, and we have pursued these goals throughout the relocation planning process. We are providing to the City copies of prior communications that have been sent to Euclid Improvement Area residents. We will continue that work by working from the sample notices attached to the Relocation Plan, which may be revised including to implement the Relocation Plan and reflect then-current information. The Autotemp staff who would implement the Relocation Plan are Spanish/English bilingual.
7.	Provide benefits for certain former tenants that may have left the area due to a possible fear of displacement.	We have not received information that households moved due to a fear of future displacement. We’ve provided many communications that were clear that “no displacement” is Woodland Park’s top priority, and we do not believe that households have moved from the Euclid Improvement Area due to a fear of future displacement.

	What We Heard	What We Changed in Response
		<p>However, to assuage the Council’s concerns and to further the project’s commitment to no displacement, Woodland Park agrees to offer a right of return to Euclid Improvement Area households who moved out of the Euclid Improvement Area between the date Woodland Park announced the Euclid Improvements (December 2018) and date Woodland Park sent the final, signed relocation commitments to all affected households (October 2019). There are 8 households in this situation. This protects against the possibility that a household that vacated due to incomplete information would be prevented from long-term residency in East Palo Alto.</p> <p>The rental rate for this right of return unit would be the rate such tenant previously paid during their most recent tenancy at Woodland Park, as modified by the AGAs authorized since the tenant moved out. This is the rent they would be paying if they remained in their prior tenancy.</p>
8.	<p>Concern about incentivizing households to leave East Palo Alto.</p>	<p>Woodland Park shares the City’s concern about incentivizing households to leave.</p> <p>Woodland Park’s original relocation commitments were designed to protect against displacement and encourage households to remain in the neighborhood so that displacement did not occur. Only in response to City Council feedback did Woodland Park offer the option of a Relocation Payment. Woodland Park shares a concern that offering a payment could incentivize a household to leave. Woodland Park does not want to incentivize displacement.</p> <p>Additionally, Woodland Park has offered to provide an incentive for households to stay. This would be a benefit for households who choose to stay in Woodland Park during construction and exercise their right to return to the new building, and it would be a voucher for housing-related goods, from a local business. This could have the effect of encouraging households to stay in the neighborhood, supporting a local business, and adding to the local tax base.</p> <p>The amount of this voucher is expected to be \$1,000 per household, to an East Palo Alto-based business, to help families purchase furniture and household goods for their new unit.</p> <p>We understand the City’s desire to strengthen the Anti-Displacement Incentive. Although the Rent Stabilization Ordinance constrains our ability to temporarily discount new rents, a similar incentive could be realized by partially refunding the last month of rent paid on a Replacement Apartment after a tenant has moved into a Right of Return Apartment. Therefore, we will provide the option for relocating households to receive any portion, or all, of the \$1,000</p>

	What We Heard	What We Changed in Response
		<p>incentive as a rent refund instead of a voucher for housing-related goods.</p> <p>This fixed-amount incentive is fairer to the relocating households than providing a percentage of monthly rent, since some households pay more rent than others and therefore some would arbitrarily receive a larger incentive.</p> <p>We believe the greatest incentive to stay will be the deep subsidy the current tenants will receive by keeping their same Rent-Stabilized Rents in the right of return unit. On average, based on the current and expected rents in the Fiscal Impact Analysis, a returning household would save over \$100,000 in rent over 5 years.</p>
9.	A desire to continue collaboration regarding rental assistance.	<p>Woodland Park will continue to work with tenants to facilitate access to state and federal programs. Woodland Park acknowledges that some of its tenants have not made rent payments during the COVID-19 pandemic. Woodland Park has been, and will continue to, work diligently with the state of California, local non-profits, and the Rent Stabilization Program to apply for all available rental assistance for its tenants. As of March 31, 2022, California’s emergency rental assistance program is no longer accepting new applications. It is unclear exactly which rental assistance programs may be in effect in the future.</p> <p>Woodland Park is also working closely with, and will continue to reach out to, its existing tenants to make sure that they are aware of all available local, state, and federal rental assistance programs. Woodland Park will continue providing technical assistance to tenants in their applications for rental assistance. Please note that this work is not directly related to the Euclid Improvements or to the Relocation Plan. It is part of Woodland Park’s ongoing management of the Woodland Park Apartments.</p>

City staff have also reviewed and commented on the Relocation Plan. Woodland Park submitted an updated Relocation Plan on January 7, 2022. City staff provided comments and Woodland Park responded to such comments in an updated Relocation Plan dated as of January 14, 2022. City staff provided several pages of additional detailed comments on January 31, 2022 and Woodland Park responded to those comments by letter on February 2, 2022. Woodland Park re-submitted a draft Relocation Plan on February 2, 2022. City staff provided comments and Woodland Park responded to such comments via letter on February 28, 2022. City staff later provided additional comments and Woodland Park responded to such comments via letter on May 4, 2022. This Relocation Plan includes significant changes in response to staff comments.

The Updated Relocation Commitments are as follows:

**Euclid Improvements – UPDATED Relocation Commitments**  
**Woodland Park’s Promises to You for Any Mandatory Relocation**  
 September 2022

**Introduction**

Woodland Park Communities worked with Improvement Area tenants since late 2018 to create written relocation commitments that come from our conversations with tenants, the City’s Westside Area Plan, and other local laws. With feedback from City Council in 2021 and 2022, these UPDATED Relocation Commitments are included in a detailed Relocation Plan that is going to City Council for approval along with the Euclid Improvements entitlements. These UPDATED Relocation Commitments are the foundation of the plan; they are our promises and guarantees to you during any mandatory relocation activities. They reinforce our commitment to **No Displacement**.

**Eligibility**

Woodland Park makes these relocation commitments to you, the tenants within the Euclid Improvement Area, who (a) participated in a tenant-requested move and remain a tenant as of the date of the Euclid Improvement Area entitlements or (b) were tenants as of December 2018 and who occupy unit in the Euclid Improvement area as of the date of the Euclid Improvement Area entitlements. All the commitments apply on a “per apartment” basis.

**General Commitments**

1.) **Tenant choice:** Your household will have the choice to either a.) remain at Woodland Park with right of return and decline Relocation Payments; or b.) relocate elsewhere with a right of return and decline Relocation Payments; or c.) relocate elsewhere, waive right of return, and receive Relocation Payments (as defined by the City of East Palo Alto Municipal Code). This choice is to be made within 30 days after we deliver the “Tenant Choice and Replacement Apartment Notice”.

<b>Choice</b>	<b>Replacement Apartment?</b>	<b>Right of Return?</b>	<b>Relocation Payment</b>	<b>Ability to Change Selection</b>
A	Yes	Yes	No	Can change to Option B at any time. Can change to Option C prior to move into Replacement Apartment
B	No	Yes	No	Can change to Option A or Option C prior to Off-Site Move
C	No	No	Yes	Can change to Option A or Option B prior to receiving any portion of Relocation Payment.

2.) **Rent level:** If you choose a Replacement Apartment or a Right of Return Apartment, you will pay the same Rent-Stabilized Rent you otherwise would if nothing happened – there will be no rent increases (except for Annual General Adjustments). Each tenant will get an apartment with the same number of bedrooms and comparable square feet. Comparable square footage means within +/-5% of the existing square footage. Each tenant’s original security deposit amount will remain the same and be transferred to the new apartment. Everyone currently pays for utilities and will continue to pay for utilities. In the event a tenant’s utility bill increased substantially due to a change in utility metering, Woodland Park would work with the tenant to reduce the tenant’s overall monthly costs to a similar level they would have been if nothing happened. Tenants who use their garage for storage will be offered alternative storage space with both their Replacement Apartment and Right of Return Apartment.”

- 3.) Moving: You will have the choice between three moving benefits.
- a. Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.
  - b. Choice 2: You arrange for and pay a mover. Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).
  - c. Choice 3: You move yourself. Woodland Park will provide a Moving Assistance Payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

We will provide dumpsters in which to discard any furniture or other belongings that you no longer need. You will need to transfer any utilities that are in your name and change your address as necessary.

4.) Communications: We will continue to hold meetings and invite affected tenants. We will continue to communicate information by hand-delivering notifications to each apartment. If possible, we may also communicate with tenants via mail, text message, phone and/or email. You will need to provide us with up-to-date contact information if you wish to receive text messages, phone messages, or emails.

5.) Collaboration: We will continue to work with affected tenants and community stakeholders to make the relocation process as smooth and convenient as possible, and to achieve our goal of no displacement. We are seeking input and approval from City Council about this Relocation Plan.

**Replacement Apartment Commitments**. These commitments apply when you are moving out of the apartment in the Euclid Improvement Area to an existing, move-in condition Woodland Park Replacement Apartment.

- 6.) Timing. You have the choice of a tenant-requested move or a move after project approval.
- a. Tenant-requested moves. Tenant-requested moves are ongoing and optional and are open to any affected tenant who is interested in moving soon.
  - b. Moves after project approval. Moves after project approval will occur in phases after the City of East Palo Alto approves the Euclid Improvements, which is anticipated to occur in 2022.

You will decide if you prefer a tenant-requested move or a move after project approval – there is no limit or requirement for a specific number of tenant-requested moves or moves after project approval that we want to achieve or can accommodate.

7.) Replacement apartments: You will receive a Replacement Apartment with the same number of bedrooms and comparable square footage. Comparable square footage means within +/-5% of the existing square footage. (In the unlikely event that no like-sized or larger Replacement Apartment within Woodland Park is made available to you, we will assist you in finding a comparable unit elsewhere in East Palo Alto until the Right of Return Apartment is available.) The Replacement Apartments will be in move-in condition. Replacement Apartments will be offered on a first-come, first-served basis throughout the Woodland Park neighborhood. Although we can guarantee an apartment with the same number of bedrooms and comparable square footage, we cannot guarantee the availability of any particular apartment or location. You will have the same number of

parking spaces and the same housing services associated with the Replacement Apartment as you currently have under your existing lease. If any other housing services are not specified in your lease, we will make a good faith effort to provide the same housing services with the Replacement Apartment. In the unlikely event that there is no available Replacement Apartment with the same number of bedrooms and comparable square footage or larger, within the Woodland Park apartments, Woodland Park would assist you to find an off-site apartment elsewhere in East Palo Alto with the same number of bedrooms and comparable square footage and would pay any difference in rent between your Rent-Stabilized Rent and the off-site apartment rent, until a Right of Return Apartment is available for you.

8.) Replacement Apartment selection steps:

- a. Step 1: Notice. The Management Office delivers a “Tenant Choice and Replacement Apartment Notice” including a preference letter that you will complete and map of the Woodland Park neighborhood.
- b. Step 2: Submission and Processing. You submit the completed preference letter to the Management Office, signed by all tenants on the lease, following the instructions on the Notice. Once completed, the Management Office provides you with a time and date stamped copy of the submitted letter. Preference letters are processed in the order in which they are received.
- c. Step 3: Touring. You and Management schedule a tour date on a mutually agreeable date, which may include a weekend day. On the tour date, you will be offered two Replacement Apartment options. Management will attempt to provide two replacement options in the area of your choice, if available.
- d. Step 4: Selection. You have one week after the tour to select the Replacement Apartment by signing a new lease. If you do not select an apartment by signing a lease, you will be automatically assigned to a Replacement Apartment at Management’s discretion. The lease will have the same key lease terms, including the same number of bedrooms, same Rent-Stabilized Rent, same security deposit, same number of parking spaces, and same housing services.
- e. Step 5: Moving. You and Management schedule the move date into the Replacement Apartment. You are prepared for and move on the scheduled date with the moving benefits you have chosen. If you have chosen a moving benefit payment, you will receive that payment after the completed move and submission of receipts, if required. Most moves will take no more than one day.

**Right of Return Commitments.** These commitments apply when you are exercising your right of return to the Euclid Improvement Area. You are not required to exercise your right of return; you can permanently stay in your Replacement Apartment.

9.) Right of return requirements: There are three categories of tenants who have a right of return into the Euclid Improvement Area after the Euclid Improvements are constructed: (i) Tenants who chose Option A and moved into a Replacement Apartment; (ii) Tenants who chose Option B with an Off-Site Move, but who declined a Relocation Payment; and (iii) Tenants who moved out of the Euclid Improvement Area between December 2018 and October 2019. Tenants who chose Option C to receive a Relocation Payment do not have a right of return. We anticipate that the Euclid Improvements will be complete in 2024. In order to exercise the right of return, you must:

- a. Communication. Complete the letter of interest and submit it to the Management Office, following the instructions in the letter. You must select one of the Right of Return Apartments that is offered to you by signing a new lease.

- b. Moving. Move on the scheduled move day.

We commit to work with tenants who have not met one or more of these requirements and to give such tenants an opportunity to fix the problem(s) so they can meet the requirements and exercise their right of return.

10.) Right of Return Apartments: Each tenant with a right of return will be offered a newly-constructed apartment with the same number of bedrooms and comparable square footage. Comparable square footage means within +/-5% of the existing square footage. The new apartments will be in brand-new condition and they will be offered on a first-come, first-served basis within the Euclid Improvement Area. Although we can guarantee an apartment with the same number of bedrooms and comparable square footage, we cannot guarantee the availability of any particular apartment or location. You will have the same number of parking spaces and the same housing services associated with the Right of Return Apartment as you currently have under your existing lease. If any other housing services are not specified in your lease, we will make a good faith effort to provide the same housing services with the Right of Return Apartment.

11.) Right of Return Apartment choice steps:

- a. Step 1: Notice. The Management Office delivers a “Right of Return Notice,” which includes a form letter of interest.
- b. Step 2: Submission and Processing. You submit a completed letter of interest to the Management Office, signed by all tenants on the lease. Once completed, the Management Office provides you with a time and date stamped copy of the submitted letter. Letters of interest are processed in the order in which they are received. The deadline will be listed in the Right of Return Notice. We expect that the deadline will be about 30 days after the estimated date on which the City of East Palo Alto determines that the new buildings are finished.
- c. Step 3: Touring. You and Management schedule a tour date on a mutually agreeable date, which may include a weekend day. On the tour date, you are offered two Right of Return Apartment options.
- d. Step 4: Selection. You have one week after the tour to select the Right of Return Apartment. You select the Right of Return Apartment by signing a new lease. The lease will have the same key lease terms, including the same number of bedrooms, same Rent-Stabilized Rent, same security deposit, same number of parking spaces, and same housing services. You and Management schedule the move date into the Right of Return Apartment.
- e. Step 5: Moving. You are prepared for and move on the scheduled date with the moving benefits you have chosen. If you have chosen a moving benefit payment, you will receive that payment after the move and after submitting receipts, if required. Most moves will take no more than one day.
- f. Step 6: Anti-displacement Incentive. You receive a \$1,000 Anti-Displacement Incentive after completing your move into the Right of Return Apartment.

**Relocation Payment Commitments**. These commitments apply when you decline a Replacement Apartment and decline a right of return but instead choose a Relocation Payment. You are not required to seek a Relocation Payment. Instead, you may stay in a Woodland Park apartment.

12.) Timing. You have the choice to select a Relocation Payment and move out of the Woodland Park apartments when you receive the “Tenant Choice and Replacement Apartment Notice.”

13.) Relocation Payment Requirements: Tenants who choose to receive a Relocation Payment must move out of their Woodland Park and they do not have a right of return.

14.) Relocation Payments: Woodland Park will calculate Relocation Payments in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The calculation will be made based on information in the Tenant’s lease and other relevant and accurate information, including information submitted by the Tenant. The payment will be provided to tenants who are required to move as a result of the Euclid Improvements. In the case of a dispute, Woodland Park would place the disputed amount in an escrow account with the City until the dispute is resolved. The base Relocation Payment for a tenant with less than two years of occupancy is \$9,910.82. The base Relocation Payment for a tenant with two or more years of occupancy is \$13,214.42. A tenant’s total Relocation Payment may also include one or more Qualified Tenant Benefits. The benefit is \$3,303.61 for each additional payment category that applies to a tenant receiving a Relocation Payment. A Qualified Tenant is a tenant who is Low-Income, Disabled, Elderly, Dependent, or Terminally Ill. These amounts reflect the 2021 amount. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date.

15.) Relocation Payment choice steps:

- a. Step 1: Notice. The Management Office delivers a “Tenant Choice and Replacement Apartment Notice,” which includes a worksheet requesting Tenant information, including the date you plan to vacate your apartment.
- b. Step 2: Submission and Processing. You submit the completed worksheet to the Management Office, signed by all tenants on the lease. Once completed, the Management Office provides you with a time and date stamped copy of the submitted worksheet. Worksheets are processed in the order in which they are received. The deadline will be listed in the Tenant Choice and Replacement Apartment Notice.
- c. Step 3: Notice of Relocation Payment Amount. Management notifies you of the Relocation Payment amount and you receive 50% of the Relocation Payment 30 days prior to the move.
- d. Step 4: Moving. You move out of the Woodland Park apartment on the scheduled date with the moving benefits you have chosen. If you have chosen a moving benefit payment, you will receive that payment after the move and after submitting receipts, if required.
- e. Step 5: Payment. When you return the keys, Woodland Park provides you with the date that the remaining 50% of the Relocation Payment will be provided.



## **D. Commitment to Collaboration**

The Developer is committed to continuing its policy and practice of robust collaboration with the community during the implementation of the Relocation Plan.

In addition to the numerous meetings that have been held with households and stakeholders, the Developer will ensure the following:

1. Additional resident meetings will be held to promote education and understanding of the relocation program and further refining the Relocation Plan. This will include multiple community meetings to be held both on weekdays and weekends, followed by a staffed information booth on multiple weekend days. This will be followed by additional meetings to be held with each phase grouping, which will also include weekday and weekend meetings and the informational booth.

2. This Plan will be available for households to review in the property management office and online. Additional copies will be available in the property management office. The original Relocation Commitments have been provided to all households in English and Spanish. The Updated Relocation Commitments will be provided to all households in English and Spanish.

3. Full and timely access to documents relevant to the relocation program. Copies of notices and forms will be available in the Property Management offices and with Autotemp.

4. Provision of technical assistance necessary to interpret elements of the relocation program and other pertinent materials;

5. Maintaining a feedback program, allowing households to provide on-going feedback of the relocation program. The households that participated in the OTRM early move program have been asked to complete a survey to track participant satisfaction and improve customer service. The survey includes 5 categories: “Unit Selection,” “Moving Company,” “Staff Helpfulness,” “Quality of New Unit,” and “Euclid Improvements Communications” with a goal of achieving satisfactory ratings in all categories. Achieving this goal is important to ensure a positive experience for the Euclid Improvements Area tenants. The results were and continue to be used to improve the relocation process.

6. All communications to residents will be translated into Spanish and will be provided to residents in English and Spanish. Woodland Park regularly works on important issues with households whose members cannot speak English. Woodland Park will seek appropriate translation assistance as necessary in communicating with households whose members cannot speak English, including households whose members speak Tongan or Samoan.

7. All communications will provide contact information for affected tenants to use if they have questions.

8. Woodland Park will continue to work closely with existing tenants to make sure that they are aware of all available local, state, and federal rental assistance program. Woodland Park will continue providing technical assistance to tenants in their applications for rental assistance. Woodland Park will continue to work diligently with the state of California, local non-profits, and the Rent Stabilization Program to apply for all available rental assistance for its tenants.

## **E. RELOCATION ASSISTANCE PROGRAM**

Bilingual Autotemp staff is available to assist the households with questions regarding relocation and/or assistance in relocating. Relocation staff can be contacted **Toll- free** at **888.202.9195** from 8:30 a.m. to 6:00 p.m., Monday through Friday and is also available on-site by appointment. Property Management staff can be reached at 650.566.2000. The Property Management offices are located at 5 Newell Court and 2043 Euclid Avenue.

A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to the households being relocated. Close contact will be maintained with each household. The original relocation commitments and implementation process was distributed to the affected tenants in both English and Spanish for those that took advantage of the early move program. The updated Relocation Commitments will be distributed again upon this Plan's approval, following additional resident and stakeholder meetings along with any revisions.

Sample letters to be provided to the households can be found as attachments in this Plan. These form communications may be revised, as necessary and reflect then-current information. The draft forms indicate that they would be served on each household by BOTH hand delivery AND registered mail. When each affected household is provided with the Tenant Choice and Replacement Apartment Notice during the phased Tenant Choice process, the notice is accompanied by easy to complete forms and clear directions about how to return the forms to the management office. Autotemp's experience is that households prefer hand-delivery of important documents. Upon hand delivery, the individual delivering the documents shall also request signature from head of household of receipt of the communication. The recipient of the written communications may refuse to provide signature.

## **F. REPLACEMENT HOUSING RESOURCES**

For the purposes of this Plan, the Developer has made the commitment to maintain sufficient vacancies to accommodate the tenancies that remain in the Euclid Improvement Area.

## **G. PHASING**

The Notice of Relocation Plan Approval would be sent concurrently to all affected households on each of the affected properties, after the Relocation Plan has been approved as part of the Euclid Improvement entitlements.

To provide the households an orderly transition to replacement housing while minimizing stress and recognizing the health and safety concerns that may arise during implementation of this Plan, implementation phasing will occur per the follow sequence.

Phase One: 2012, 2021, 2025, 2031, 2032 2040, 2042, 2044, 2054 Euclid, OTRM participants

Phase Two: 501 O'Connor and 2033 Manhattan

Phase Three: 2001 Manhattan

Although discouraged, households will be able to request a change in their phase, as long as the desired phase has no more than 25 households in that phase and there is no health and safety concern. The request must be received no later than the deadline to respond to the Tenant Choice and Replacement Housing Notice.

## **H. PROGRAM ASSURANCES AND STANDARDS**

All re-housing services will be provided to ensure that displacement does not result in different, or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, the California Fair Employment & Housing Act, and the Unruh Act, as well as any otherwise arbitrary, or unlawful discrimination.

## **I. REMEDIES**

Affected tenants may ask for review when there is a complaint regarding any of their rights to relocation and relocation assistance, such as a determination as to eligibility or the failure to provide a comparable replacement housing referral. At any time, every household may contact the City of East Palo Alto for the purpose of asking questions or reviewing their rights under applicable City ordinances. The contact information for Property Management, Autotemp, and the Rent Stabilization Program are as follows:

Property Management:  
Woodland Park Apartments  
5 Newell Court, East Palo Alto  
650-566-2000  
[nodisplacement@wlpcommunities.com](mailto:nodisplacement@wlpcommunities.com)

Autotemp:

888-202-9195 and on-site by appointment

[info@autotempservices.com](mailto:info@autotempservices.com)

East Palo Alto Rent Stabilization Program:

2415 University Avenue, 2<sup>nd</sup> Floor

East Palo Alto, CA 94303

650-853-3157

650-853-3114

[rentprogram@cityofepa.org](mailto:rentprogram@cityofepa.org)

The Developer will provide all households the choice of:

- a.) Remain at Woodland Park with right of return and decline Relocation Payments;
- b.) Relocate elsewhere with a right of return and decline Relocation Payments; or
- c.) Relocate elsewhere, waive right of return, and receive Relocation Payments.

In the unlikely event that a tenant is non-responsive, refuses to make a choice, or otherwise refuses to participate in the relocation activities as specified within this Plan, the tenancy would terminate at the conclusion of the notice period. Relocation records must be documented to reflect the specific circumstances surrounding the tenancy and failure to respond, choose, or relocate. After complying with the requirements herein, the Developer would have “just cause for eviction” pursuant to the City of East Palo Alto Municipal Code Section 14.04.160. The Developer would put into an escrow account with the City an estimated Relocation Payment for any non-responsive household. The estimated Relocation Payment, minus any expenses accrued due to an unlawful detainer action, would be released to the affected tenant after the conclusion of the unlawful detainer proceedings and return of possession of the unit to the owner. Affected tenants who abandon a unit or who are evicted for just cause other than pursuant to Municipal Code section 14.04.160 (A)(8) or (9) shall have no rights under this Relocation Plan. Tenants will have a minimum of 90 days after receiving the Tenant Choice and Replacement Apartment Notice to select their Replacement Apartment and move out of their existing units.

## **J. PROJECTED DATES OF IMPLEMENTATION**

This Plan will go into effect after its approval by the City of East Palo Alto. The Optional Tenant Requested Move program will be available up until the Phase One Tenant Choice and Replacement Apartment Notices are delivered. The actual date of implementation and mandatory moves will be at the Developer’s discretion, but no less than 1 year before the start of construction to ensure that there is at least 1 year of notice. This ensures that every household has an adequate and defined 1-year notice period prior to any termination of tenancy.

Affected tenants have received notice of the Euclid Improvement application and will continue to receive updates regarding the application and this Relocation Plan. Affected tenants will receive at a minimum one month to make their tenant choice. They will also receive a minimum of one year notice prior to any termination of tenancy. A household may elect to move sooner, including while the Optional Tenant Requested Move program is available.

The following table provides an example of how the relocation process may occur. The exact timing of each step remains subject to change; this is provided for illustration purposes only.

**Sample Implementation Schedule**

<b>Timing</b>	<b>Activity</b>
30 days from approval	Notice of Relocation Plan Approval to all affected tenants after approval
Starting 5/1/23, within 30 days of 1/3 occupancy of total project units	Notice of Relocation Plan Approval with Termination of Tenancy (starts monthly timing indicated below)
Month 1	Phase 1 Tenant Choice Notices (one month for each household to choose) <ul style="list-style-type: none"> <li>• Conduct education and outreach</li> </ul>
Month 2	Process Phase 1 Tenant Choice Notices <ul style="list-style-type: none"> <li>• Schedule and complete tours of Replacement Apartments</li> <li>• Send letters regarding apartment selection</li> <li>• Provide leases for Replacement Apartments (one week for tenants to choose Replacement Apartment and review and sign lease)</li> <li>• Calculate Relocation Payments (if any)</li> <li>• Arrange for moves</li> </ul>
Month 3	Complete Phase 1 moves (Replacement Apartments, off site moves, Relocation Payments) <ul style="list-style-type: none"> <li>• Pay moving benefits (if any)</li> </ul>
Months 4-6	Phase 2 (repeat activities from Phase 1)
Months 7-9	Phase 3 (repeat activities from Phases 1 and 2)
Months 10-11	Complete any unfinished work
12	Notice of Termination of Tenancy has expired
	Construction begins



## TABLE OF ATTACHMENTS

### Attachment 1: Sample Draft Communications with Affected Tenants

- Notice of Relocation Plan Approval and Reminder of Optional Tenant Requested Move
- Notice of Relocation Plan Approval
- Notice of Termination of Tenancy
- Tenant Choice and Replacement Apartment Notice
- Reminder Notice: Tenant Choice
- Letter to Tenant Regarding Replacement Apartment Selection
- Final Letter to Tenant Assigning Replacement Apartment
- Replacement Apartment Lease Addendum
- Letter to Rent Stabilization Program Regarding Change in Tenancy (Replacement Apartment)
- Letter Regarding Relocation Payment
- Letter to Rent Stabilization Program Regarding Final Relocation Payment
- Notice of Right of Return
- Right of Return Choice Form
- Reminder Notice: Right of Return Choice
- Right of Return Lease Addendum
- Letter to Rent Stabilization Program Regarding Change in Tenancy (Right of Return)
- Notice of Anti-Displacement Incentive

### Attachment 2: Example Flowchart

### Attachment 3: City-Calculated CPI Annual Adjustments to Relocation Benefit Amounts



Attachment 1: Sample Draft Communications with Affected Tenants

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# Woodland Park

## — COMMUNITIES —

SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
[www.nodisplacement.com](http://www.nodisplacement.com)

[Date]

*By Hand Delivery and Registered Mail*

RE: Euclid Improvement Area  
Notice of Approval of Relocation Plan &  
Reminder of Optional Tenant Requested Move (OTRM) Program

Dear Improvement Area Tenants,

As you may know from our ongoing community engagement, we are planning the “Euclid Improvements” for the area in where you live. With no displacement, we are proposing to replace the aging, outdated structures with new mixed-income buildings to replace all of the rent-stabilized units with new rent-stabilized units, increase the housing supply, and provide better parking and mobility options. Our plans reflect community-centered benefits inspired by our residents’ input, including a new neighborhood park, new bus stop, community space, and neighborhood-serving retail.

The City of East Palo Alto approved the project on November 1, 2022. Over the course of the next year, the project will be preparing for construction. This letter is formal notice that the City Council has approved the Relocation Plan. You may participate in the Optional Tenant Requested Move (OTRM) program and move immediately or as soon as you are ready. **We encourage you to participate in the early move program and move within the next few months.** Please contact Teresa Morales at [tmorales@wlpcommunities.com](mailto:tmorales@wlpcommunities.com) or 650-690-6199 to participate in the OTRM process. She is also available in her office, which is located at 2041 Euclid Ave. at E. O’Keefe St.

As part of the City’s approval of the project, the City Council approved the Relocation Plan. This incorporates our Updated Relocation Commitments. These are our written promises to you to ensure that all existing tenants in the Euclid Improvements area and tenants who participated in the OTRM program can always stay at Woodland Park. We co-created these commitments through our conversations with you, feedback from the community and its leaders, and guidance from the City’s Westside Area Plan and other local laws. The plan is now finalized. It is available for you to review in English at [nodisplacement.com/relocation](http://nodisplacement.com/relocation) and in Spanish at [nodisplacement.com/reubicacion](http://nodisplacement.com/reubicacion). It is also available in the property management offices.

Under the Relocation Plan, you will have two important choices to make: a housing choice and a moving benefit choice.

Each household will need to select one of the following three housing choices after they receive their Tenant Choice and Replacement Apartment Notice. You can make the housing choice that works best for your household. If you participated in the OTRM, we promised you would have the same rights as tenants who did not. You have already selected choice A, but you will be able to change your mind and select choice B or C.

Option A: Remain at Woodland Park With Right of Return. We will move you, at no cost to you, to a Replacement Apartment in the same neighborhood at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened. (In the unlikely event that no like-sized or larger Replacement Apartment within Woodland Park is made available to you, we will assist you in finding a comparable unit in East Palo Alto until the Right of Return Apartment is available.) You will have a right of return into a brand-new right of return unit, at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes a moving benefit described below.

If you return to a Right of Return Apartment, you will receive an Anti-Displacement Incentive. This is an incentive for households to stay at Woodland Park during construction and exercise their right to return to the new building. The incentive will be a \$2,000 voucher for housing-related goods from a local business. A household may choose to receive any portion, or all, of the \$2,000 incentive as a rent refund of the last month of rent paid on a Replacement Apartment after the tenant has moved into a Right of Return Apartment.

Option B: Leave Woodland Park With Right of Return. You may choose to leave Woodland Park and move into different housing that you find for yourself. You will have a right of return into a brand-new right of return unit, and at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes a moving benefit described below.

Option C: Leave Woodland Park, Waive Right of Return, Receive Relocation Payment. You may choose to leave Woodland Park, give up your right of return into a brand-new right of return unit in the Euclid Improvements and instead receive a Relocation Payment. The payment will be provided to tenants who are required to move as a result of the Euclid Improvements and will be calculated in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The base Relocation Payment for a tenant with less than two years of occupancy is \$9,910.82. The base Relocation Payment for a tenant with two or more years of occupancy is \$13,214.42. A tenant's total Relocation Payment may also include one or more Qualified Tenant Benefits. A tenant who is Low Income, Disabled, Elderly, Dependent, or Terminally Ill would receive a Qualified Tenant Benefit of \$3,303.61 for each additional payment category that applies to the tenant receiving the Relocation Payment. These amounts reflect the 2021 amount. The actual

amounts will be adjusted by the Consumer Price Index for the year prior to the payment date. This includes a moving benefit described below.

This notice is being provided as early as possible, but you do not need to make a decision until you receive your Tenant Choice and Replacement Apartment Notice. After that, if you do not make a choice, your tenancy would ultimately be terminated.

You will also have a choice between three moving benefits:

Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

Choice 2: You arrange for and pay a mover. Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

Choice 3: You move yourself. Woodland Park will provide a Moving Assistance Payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

This letter reminds you about the OTRM opportunity, notifies you that the Relocation Plan has been approved, explains how it will work, and includes the following documents:

- Updated Relocation Commitments
- FAQs
- Euclid Improvements Information Handout
- Invitations for upcoming Information & Input Booth on [XXX] and Tenant Meeting on [XXX]

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

If you have any questions, please contact Teresa Morales at [tmorales@wlpcommunities.com](mailto:tmorales@wlpcommunities.com) or 650-690-6199. She is also available in her office, which is located at 2041 Euclid Ave at E. O'Keefe St..

Sincerely,

Mike Kramer  
Woodland Park Communities

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# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
[www.nodisplacement.com](http://www.nodisplacement.com)

[Date]

*By Hand Delivery and Registered Mail*

RE: Euclid Improvement Area  
Notice of Approval of Relocation Plan

Dear Improvement Area Tenants,

As you may know from our ongoing community engagement, we are planning the “Euclid Improvements” for the area in where you live. With no displacement, we are proposing to replace the aging, outdated structures with new mixed-income buildings to replace all of the rent-stabilized units with new rent-stabilized units, increase the housing supply, and provide better parking and mobility options. Our plans reflect community-centered benefits inspired by our residents’ input, including a new neighborhood park, new bus stop, community space, and neighborhood-serving retail.

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This notice is being provided as early as possible, but you do not need to make a decision until you receive your Tenant Choice and Replacement Apartment Notice. After that, if you do not make a choice,

your tenancy would ultimately be terminated. This packet provides you with at least one year of notice prior to any such termination.

You will also have a choice between three moving benefits:

Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

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This letter notifies you that the Relocation Plan has been approved, explains how it will work, and includes the following documents:

- Updated Relocation Commitments
- Notice of Termination of Tenancy
- FAQs
- Euclid Improvements Information Handout
- Invitations for upcoming Information & Input Booth on [XXX] and Tenant Meeting on [XXX]

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

If you have any questions, please contact [XXX].

Sincerely,



Mike Kramer  
Woodland Park Communities

## NOTICE OF TERMINATION OF TENANCY

**TO:** \_\_\_\_\_, and to all tenants in possession:

**YOU WILL PLEASE TAKE NOTICE** that your tenancy of the below-described premises is terminated effective one year following the date of service of this notice upon you or on \_\_\_\_\_ [insert date], (whichever date is later). You are required to vacate and surrender possession of said premises at the expiration of this termination notice.

**SAID PREMISES** are described as follows:

\_\_\_\_\_  
\_\_\_\_\_

The premises herein are subject to the East Palo Alto Rent Stabilization and Just Cause for Eviction Ordinance (herein referred to as "EPA RSO"). The notice herein has been given in accordance with Section 16(A)(8) of the EPA RSO [also referred to as East Palo Alto Municipal Code Section 14.04.160(A)(8)]. The Owner/Landlord of said premises, \_\_\_\_\_, seeks to recover possession to remove the rental unit permanently from rental housing use through demolition as set forth under Section 16(A)(8) of the EPA RSO.

Section 16(A)(8) of the EPA RSO provides grounds for recovery of possession as follows (in pertinent part):

"The landlord, after having obtained all necessary permits from the city, seeks in good faith to recover possession of the rental unit to remove the rental unit permanently from rental housing use through demolition."

The Landlord seeks to recover possession of the premises as set forth in Section 16(A)(8) in good faith, without ulterior reasons and with honest intent.

**YOUR FAILURE** to comply with this Notice will result in the immediate institution of legal proceedings against you to recover possession of the premises, together with damages, attorney's fees (if applicable) and court costs.

**YOU HAVE THE LEGAL RIGHT** to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the premises in order to avoid deductions from the security deposit. Please contact a representative of the landlord to request an initial inspection at the following location:

[Insert staff member/contact if applicable]  
Woodland Park Apartments  
5 Newell Court

**NOTICE OF TERMINATION OF TENANCY**

Page 2

East Palo Alto, CA 94303  
650-566-2000

**State law permits** former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

ADVICE REGARDING THIS NOTICE MAY BE FOUND BY CONTACTING THE EAST PALO ALTO RENT STABILIZATION PROGRAM AT 2415 University Avenue, East Palo Alto, CA, 94303 (650) 853-3114.

YOU MAY DEFEND ANY EVICTION based upon this notice in court. The notice of occupancy rights under the Violence Against Women Act, the Certification form and attachments are attached hereto and served herewith.

YOU MAY DISCUSS THIS NOTICE and the proposed termination with the landlord within ten (10) days of the date of service of this notice upon you. You have the right to request reasonable accommodations of any disability to participate in the discussion.

This notice supersedes all previous termination notices served on you.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
*Signatory*

**RIGHT OF TENANTS TO SEEK ADVICE**

Information regarding evictions is available from East Palo Alto's Rent Stabilization Program. The Program is located at: 2415 University Ave., East Palo Alto, CA. PHONE: 650-853-3114

Website: <http://www.cityofepa.org/rentprogram>

Tenants seeking advice about their rights and evictions should consult with an attorney. Some attorneys' offices in the City provide free legal services to tenants who cannot afford attorney's fees.

**Derecho de los inquilinos a Buscar Consejo**

Informacion sobre los desalojos esta disponible en la oficina del Programa de Estabilizacion de Renta, Ciudad de East Palo Alto. El Programa esta ubicado en: 2415 University Ave., East Palo Alto, CA. TELEFONO: 650-853-3114

Sitio web: <http://www.cityofepa.org/rentprogram>

Los inquilinos que buscan consejo sobre sus derechos y desalojos deben consultar con un abogado. Algunas oficinas de abogados en la Ciudad proveen servicios legales gratuitos a inquilinos que no pueden pagar honorarios de abogados.

DRAFT

## **Notice of Occupancy Rights Under the Violence Against Women Act**

### **To all Residents and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking.<sup>1</sup> VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees owners and participants in HUD programs to ensure they are in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

### **Protections for Applicants**

If you otherwise qualify for assistance with respect to **Woodland Park Communities**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

### **Protections for Residents**

If you are receiving assistance under HUD-assisted or HUD-insured programs, or other applicable programs, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under HUD-assisted or HUD-insured programs, or other applicable programs, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. Housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

### **Removing the Abuser or Perpetrator from the Household**

Landlord may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Landlord chooses to remove the abuser or perpetrator, Landlord may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, Landlord must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, Landlord must follow Federal, State, and local eviction procedures. In order to divide a lease, Landlord may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

## NOTICE OF TERMINATION OF TENANCY

### Page 5

Upon your request, Landlord may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Landlord may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2) **You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future. **OR**
- 4) **You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

Landlord will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Landlord's emergency transfer plan provides further information on emergency transfers, and Landlord must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

Landlord can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Landlord must be in writing, and Landlord must give you at least **14** business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Landlord may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Landlord as documentation. It is your choice which of the following to submit if Landlord asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Landlord with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

## NOTICE OF TERMINATION OF TENANCY

Page 6

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that Landlord has agreed to accept.

If you fail or refuse to provide one of these documents within the **14** business days, Landlord does not have to provide you with the protections contained in this notice.

If Landlord receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Landlord has the right to request that you provide third-party documentation within thirty (30) calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Landlord does not have to provide you with the protections contained in this notice.

### **Confidentiality**

Landlord must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Landlord must not allow any individual administering assistance or other services on behalf of Landlord (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Landlord must not enter your information into any shared database or disclose your information to any other entity or individual. Landlord, however, may disclose the information provided if:

- You give written permission to Landlord to release the information on a time limited basis.
- Landlord needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Landlord or your landlord to release the information.

VAWA does not limit Landlord's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

### **Reasons a Tenant Eligible for Occupancy Rights Under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Landlord cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or

## NOTICE OF TERMINATION OF TENANCY

Page 7

stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Landlord can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If Landlord can demonstrate the above, Landlord should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

### **Other Laws**

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with the Requirements of this Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the **San Mateo County Housing Authority**.

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at <https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>. Additionally, Landlord must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact

**(1) San Mateo County Housing Authority, 264 Harbor Boulevard, Building A, Belmont, California 94002, (650) 802-5050, (650) 802-3300.**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact:

**(1) CORA, Community Overcoming Relationship Abuse, 2211 Palm Avenue, San Mateo, California 94403, (800) 30-1080.**

**(2) Domestic Violence Redwood City Hotline, (650) 599-7330**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact

**(1) Rape Trauma Services, (650) 692-7273**

Victims of stalking seeking help may contact

**(1) Stalking Resource Center, 2000 M. Street, NW, Suite 480, Washington D.C., 20036, (202)-467-8700.**

**(2) San Mateo District Attorney's Office (650) 363-4636.**



**CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing and Urban Development**  
**Office of Public and Indian Housing**

OMB Approval No. 2577-0249  
Exp. (07/31/2017)

**Purpose of Form:** The Violence Against Women Reauthorization Act of 2013 (“VAWA”) protects qualified tenants, participants, and applicants, and affiliated individuals, who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied housing assistance, evicted, or terminated from housing assistance based on acts of such violence against them.

**Use of Form:** This is an optional form. A PHA, owner or manager presented with a claim for continued or initial tenancy or assistance based on status as a victim of domestic violence, dating violence, sexual assault, or stalking (herein referred to as “Victim”) has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. The Victim has the option of either submitting this form or submitting third-party documentation, such as:

- (1) A record of a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency; or
- (2) Documentation signed by the Victim and signed by an employee, agent or volunteer of a victim service provider, an attorney, a medical professional, or a mental health professional from whom the Victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) that he or she believes that the incident of domestic violence, dating violence, sexual assault, or stalking is grounds for protection under 24 Code of Federal Regulations (CFR) § 5.2005 or 24 CFR § 5.2009.

If this form is used by the Victim, the Victim must complete and submit it within 14 business days of receiving it from the PHA, owner or manager. This form must be returned to the person and address specified in the written request for the certification. If the Victim does not complete and return this form (or provide third-party verification) by the 14th business day or by an extension of the date provided by the PHA, manager or owner, the Victim cannot be assured s/he will receive VAWA protections.

If the Victim submits this form or third-party documentation as listed above, the PHA, owner or manager cannot require any additional evidence from the Victim.

**Confidentiality:** All information provided to a PHA, owner or manager concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking relating to the Victim (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) shall be kept confidential by the PHA, owner or manager, and such information shall not be entered into any shared database. Employees of the PHA, owner, or manager are not to have access to these details unless to afford or reject VAWA protections to the Victim; and may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) requested or consented to by the Victim in writing; (ii) required for use in an eviction proceeding; or (iii) otherwise required by applicable law.

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**TO BE COMPLETED BY THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING:**

**Date Written Request Received by Victim:** \_\_\_\_\_

**Name of Victim:** \_\_\_\_\_

**Names of Other Family Members Listed on the Lease:** \_\_\_\_\_

**Name of the Perpetrator\*:** \_\_\_\_\_

\*Note: The Victim is required to provide the name of the perpetrator only if the name of the perpetrator is safe to provide, and is known to the victim.

**Perpetrator’s Relationship to Victim:** \_\_\_\_\_

**Date(s) the Incident(s) of Domestic Violence, Dating Violence, Sexual Assault, or Stalking Occurred:** \_\_\_\_\_

**Location of Incident(s):** \_\_\_\_\_

Description of Incident(s) (This description may be used by the PHA, owner or manager for purposes of evicting the perpetrator. Please be as descriptive as possible.):

[INSERT TEXT LINES HERE]

DRAFT

I hereby certify that the information that I have provided is true and correct and I believe that, based on the information I have provided, that I am a victim of domestic violence, dating violence, sexual assault or stalking. I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Executed on (Date) \_\_\_\_\_

**Public reporting burden** for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. Information provided is to be used by PHAs and Section 8 owners or managers to request a tenant to certify that the individual is a victim of domestic violence, dating violence or stalking. The information is subject to the confidentiality requirements of the HUD Reform Legislation. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

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# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

[Date]

*By Hand Delivery and Registered Mail*

RE: Euclid Improvement Area  
Tenant Choice & Replacement Apartment Notice

Dear Improvement Area Tenants,

As you may know from our ongoing community engagement, we are soon beginning work on the “Euclid Improvements” that are planned for the area where you live. The City Council has approved the project, including a detailed Relocation Plan. This Plan incorporates our Updated Relocation Commitments, enclosed here. These are our written promises to you to ensure that all existing tenants in the Euclid Improvements area can always stay at Woodland Park. We made the Relocation Plan available to you, provided you with the Updated Relocation Commitments, and held a series of tenant meetings and informational booths on \_\_\_\_\_.

It is now time to begin the Tenant Choice and Replacement Apartment process for your building. Your household has an important choice to make. Each household must select one of the following three choices by [Insert date that is at least 30 days from the date of the letter]. You can make the housing choice that works best for your household. If you participated in the OTRM, we promised you would have the same rights as tenants who did not. You have already selected choice A, but you will be able to change your mind and select choice B or C.

- A. Option A: Remain at Woodland Park With Right of Return. We will move you, at no cost to you, to a Replacement Apartment in the same neighborhood at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened. (In the unlikely event that no like-sized or larger Replacement Apartment within Woodland Park is made available to you, we will assist you in finding a comparable unit in East Palo Alto until the Right of Return apartment is available.) You will have a right of return into a brand-new Right of Return Apartment, at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes a moving benefit described below.

If you return to a Right of Return Apartment, you will receive an Anti-Displacement Incentive. This is an incentive for households to stay at Woodland Park during construction

- and exercise their right to return to the new building. The incentive will be a \$2,000 voucher for housing-related goods from a local business. A household may choose to receive any portion, or all, of the \$2,000 incentive as a rent refund of the last month of rent paid on a Replacement Apartment after the tenant has moved into a Right of Return Apartment.
- B. Option B: Relocate Elsewhere With Right of Return. You may choose to leave Woodland Park and move into different housing that you find for yourself. You will have a right of return into a brand-new Right of Return Apartment, and at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes a moving benefit described below.
- C. Option C: Relocate Elsewhere, Waive Right of Return, Receive Relocation Payment. You may choose to leave Woodland Park, give up your right of return into a brand-new Right of Return Apartment in the Euclid Improvements and instead receive a Relocation Payment. The payment will be provided to tenants who are required to move as a result of the Euclid Improvements and will be calculated in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The base Relocation Payment for a tenant with less than two years of occupancy is \$9,910.82. The base Relocation Payment for a tenant with two or more years of occupancy is \$13,214.42. A tenant's total Relocation Payment may also include one or more Qualified Tenant Benefits. A tenant who is Low Income, Disabled, Elderly, Dependent, or Terminally Ill would receive a Qualified Tenant Benefit of \$3,303.61 for each additional payment category that applies to the tenant receiving the Relocation Payment. These amounts reflect the 2021 amount. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date. This includes a moving benefit described below.

You will also have a choice between three moving benefits (unless you have already completed a move out of the Euclid Improvement Area):

Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

Choice 2: You arrange for and pay a mover. Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

Choice 3: You move yourself. Woodland Park will provide a Moving Assistance Payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

This letter notifies you that the process is starting, explains how it will work, and includes the following documents:

- Signed Final UPDATED Relocation Commitments
- Tenant Choice and Replacement Apartment Form
- FAQs
- Map of Woodland Park neighborhood
- Invitation for upcoming Information & Input Booth on [XXX] and Tenant Meeting on [XXX]

The process that we are starting is now **mandatory**. You must make a choice for your household and tell us your choice by [Insert date that is at least 30 days from the date of the letter.] If you do not respond by the deadline, your tenancy would eventually be terminated so that we may proceed with the construction in a timely manner. The Notice of Approval of Relocation Plan packet provided you with at least one year of notice prior to any such termination.

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

Please complete the enclosed Tenant Choice Form and submit it to the north side management office at 2043 Euclid Avenue. Forms will be accepted starting today and will be processed in the order in which they are received. They must be returned to us by [Insert date that is at least 30 days from the date of the letter.]

If you have any questions, please contact [XXX].

Sincerely,

Mike Kramer  
Woodland Park Communities

**Euclid Improvements – Tenant Choice Form & Replacement Apartment Preference Letter**

Thank you for completing the Tenant Choice Form & Replacement Apartment Preference Letter. You may submit this form to the **Management Office at 2043 Euclid Avenue** at any time until [Insert date that is at least 30 days from the date of the letter.]. The forms will be processed on a first-come, first-served basis. This letter must be signed by all of the tenants on the lease.

- 1.) Name \_\_\_\_\_
- 2.) Current address \_\_\_\_\_
- 3.) Who else lives in your apartment? \_\_\_\_\_  
\_\_\_\_\_
- 4.) Home phone number: \_\_\_\_\_ Cell # \_\_\_\_\_  
e-mail: \_\_\_\_\_
- 5.) What is the best way to reach you? \_\_\_\_\_

Please select the housing choice below that works best for your household:

\_\_\_\_\_ A. Remain at Woodland Park With Right of Return. We will move you, at no cost to you, to a replacement apartment in the same neighborhood at the same rent-stabilized rent you would otherwise be paying if nothing had happened. (In the unlikely event that no like-sized or larger replacement apartment within Woodland Park is made available to you, we will assist you in finding a comparable unit in East Palo Alto until the right of return apartment is available.) These tenants will have a right of return into a brand-new right of return unit, at the same rent-stabilized rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes a moving benefit described below. **(Please complete Worksheet A)**

\_\_\_\_\_ B. Move Elsewhere With Right of Return. You may choose to leave Woodland Park and move into different housing that you find for yourself. You will have a right of return into a brand-new right of return unit, and at the same rent-stabilized rent you would otherwise be paying if nothing had happened, in the Euclid Improvements when they have been constructed. This includes a moving benefit described below. **(Please Complete Worksheet B)**

\_\_\_\_\_ C. Move Elsewhere, Waive Right of Return, Receive Relocation Payment. You may choose to leave Woodland Park, give up your right of return into a brand-new right of return unit in the Euclid Improvements and instead receive a relocation payment. The payment will be provided to tenants who are required to move as a result of the Euclid Improvements and will be calculated in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The base relocation payment for a tenant with less than two years of occupancy is \$9,910.82. The base relocation payment for a tenant with two or more years of occupancy is \$13,214.42. A tenant’s total relocation payment may also include one or more qualified tenant benefits. A tenant who is low income, disabled, elderly, dependent, or terminally ill would receive a qualified tenant benefit of \$3,303.61 for each additional payment category that applies to the tenant receiving the relocation payment. These amounts reflect the 2021 amount. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date. This includes a moving benefit described below. **(Please complete Worksheet C)**

Please select the moving benefit choice below that works best for your household:

\_\_\_\_\_ Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

\_\_\_\_\_ Choice 2: You arrange for and pay a mover. Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

\_\_\_\_\_ Choice 3: You move yourself. Woodland Park will provide a moving assistance payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

We , \_\_\_\_\_ (all tenants on the lease must sign) understand that the Tenant Choice & Replacement Apartment Form will determine our household's rights under the Euclid Improvements Relocation Plan. We have received a copy of the Relocation Plan and understand our choices. We know that the process is first-come first-served, and Woodland Park cannot guarantee the availability of any particular apartment or location. Each of us individually attests that all of the information provided above and on the applicable worksheet is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

For Office Use Only:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Worksheet A**  
**Remain at Woodland Park with Right of Return**

Tenant Names: \_\_\_\_\_

Current Address: \_\_\_\_\_

We will do our best to accommodate your request, but we are limited by the apartments that are currently available.

- 1.) How many bedrooms does your current apartment have? \_\_\_\_\_
- 2.) For your Replacement Apartment:
  - a. Is there an intersection you would like to live near? \_\_\_\_\_
  - b. Do you have a preference between ground floor or upper floors? \_\_\_\_\_
- 3.) Do you need any reasonable accommodation? If yes, please explain. \_\_\_\_\_



**Worksheet B**  
**Move Elsewhere with Right of Return**

Tenant Names: \_\_\_\_\_

Current Address: \_\_\_\_\_

What date will you fully vacate your Woodland Park Apartment? \_\_\_\_\_

What is your forwarding address? \_\_\_\_\_

Home phone number: \_\_\_\_\_ Cell # \_\_\_\_\_

e-mail: \_\_\_\_\_

Please make sure to notify us if your address changes or there are any other changes in your contact information. We will need a way to notify you when it is time to use your Right of First Return into the new Euclid Improvements building.

**Move Elsewhere, Waive Right of Return, Receive Relocation Payment**

Tenant Names: \_\_\_\_\_

Current Address: \_\_\_\_\_

What date will you fully vacate your Woodland Park Apartment? \_\_\_\_\_

What is your forwarding address? \_\_\_\_\_

For each person occupying your unit, please complete the following information and provide supporting documentation regarding age, income, disability, terminal illness, and emancipation, if applicable, as of the date of this letter:

<b>Name</b>	<b>Birth Date</b>	<b>Date of Move-in</b>	<b>Annual Income</b>	<b>Is this person Disabled?</b>	<b>Is this person Terminally Ill?</b>	<b>Is this person an emancipated minor?</b>

This tenant information is confidential and shall only be used for the purposes of calculating your Relocation Payment.

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# Woodland Park

## — COMMUNITIES —

SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

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(Date)

*By Hand Delivery*

RE: Euclid Improvement Area  
REMINDER: Tenant Choice & Replacement Apartment Notice

Dear \_\_\_\_\_,

On [Insert date of Tenant Choice letter], we sent you the Tenant Choice & Replacement Apartment Notice. The deadline for you to make your Tenant Choice was [Insert date 30 days from Tenant Choice letter]. We have not heard from you. Please immediately contact us or submit your Tenant Choice form.

If we do not hear from you by [Insert date 1 week from date of Reminder letter], your tenancy will eventually terminate in accordance with the notice of termination of tenancy so that we may proceed with the construction in a timely manner. The Notice of Approval of Relocation Plan packet provided you with at least one year of notice prior to any such termination.

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

We look forward to assisting you with the choice that is best for your household. We can be reached at [insert address, phone number, and email address].

Sincerely,

---

**Business Manager**

---

# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

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(Date)

*By Hand Delivery*

RE: Euclid Improvement Area; Tenant Choice  
Selection of Replacement Apartment

Dear \_\_\_\_\_,

Thank you for participating in the Euclid Improvement Replacement Apartment move process. You currently live at \_\_\_\_\_. Today, we showed you the following two apartments:

1.) \_\_\_\_\_

2.) \_\_\_\_\_

We have provided you with a copy of the lease for each choice. You have **one (1) week** from today to select one of these two apartments by signing the new lease for that apartment. If you do not sign a lease electronically or sign a lease and return it to the Management office at 2041 Euclid Ave., East Palo Alto, CA 94303 by 5 pm on **[Insert date 1 week from date of letter]**, you will be automatically assigned to a Replacement Apartment at Management's discretion and these apartments may be offered to others.

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

We look forward to assisting you with your Replacement Apartment move.

Sincerely,

---

Business Manager

I acknowledge receipt of this letter.

---

Tenant

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Tenant

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# Woodland Park

## COMMUNITIES

---

SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

---

(Date)

*By Hand Delivery*

RE: Euclid Improvement Area; Tenant Choice  
Selection of Replacement Apartment

Dear \_\_\_\_\_,

Thank you for participating in the Euclid Improvement Replacement Apartment move process. On, \_\_\_\_\_, we showed you the following two apartments:

1.) \_\_\_\_\_

2.) \_\_\_\_\_

You had one (1) week to select one of those apartments or be automatically assigned to one.

We are pleased to let you know that you have been assigned to \_\_\_\_\_. Please come to the office to sign the lease by 5 pm on [Insert date 1 week from date of this letter]. We hope you will enjoy your Replacement Apartment and we look forward to assisting you with your move.

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

Sincerely,

---

**Business Manager**

I acknowledge receipt of this letter.

---

Tenant

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Tenant



## Euclid Improvements Area Relocation Plan Lease Addendum

This document is an addendum to the Lease Agreement dated as of \_\_\_\_\_ between \_\_\_\_\_ (“Resident”) and Woodland Park for the Unit \_\_\_ located at \_\_\_\_\_ (“Premises”).

1.) Resident is entering into this Lease Agreement as part of the Relocation Plan process associated with the Euclid Improvements Area. The annual rent increase for the Premises shall be the Rent Increase Date specified in Paragraph 2 hereof.

2.) On the Start Date of this Lease Agreement, Resident is the lessee under that certain \_\_\_\_\_ dated as of \_\_\_\_\_ for the premises located at \_\_\_\_\_ (“Original Apartment”). The annual rent increase date for the Original Apartment is \_\_\_\_\_ (“Rent Increase Date”).

3.) The Original Apartment is in the Euclid Improvement Area, which includes the following addresses:

- |   |                     |
|---|---------------------|
| 2021 Euclid Ave.                                      | 2040 Euclid Ave.    |
| 2025 Euclid Ave.                                      | 2042 Euclid Ave.    |
| 2031 Euclid Ave.                                      | 2044 Euclid Ave.    |
| 2041 Euclid Ave. (previously known as 420 E. O’Keefe) | 2054 Euclid Ave.    |
| 2043 Euclid Ave.                                      | 501 O’Connor St.    |
| 2012 Euclid Ave.                                      | 2001 Manhattan Ave. |
| 2032 Euclid Ave.                                      | 2033 Manhattan Ave. |
| 2036 Euclid Ave.                                      |                     |

4.) Landlord has made the UPDATED Relocation Commitments and the City of East Palo Alto has approved a Relocation Plan (attached hereto). All commitments apply on a “per apartment basis.”

5.) Resident is moving into the Premises pursuant to the Relocation Plan. The Premises is the Replacement Apartment for Resident under the Relocation Plan.

6.) The Original Apartment is “separately metered” for electricity and gas, so Resident pays PG&E directly. If the new Premises do not have a separate meter, then Resident will receive electricity and gas in the Premises without additional charge. If the new Premises do have a separate meter, then Resident will continue to pay PG&E directly for electricity and gas at the new address. If Resident has, and decides to exercise, a Right of Return as described in the Relocation Plan, the Right of Return Apartment will be separately metered and Resident will pay PG&E directly for gas and electricity.

Resident	Date	Owner/Agent	Date
Resident	Date		

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# Woodland Park

## — COMMUNITIES —

SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
[www.nodisplacement.com](http://www.nodisplacement.com)

[Date]

Rent Stabilization Program Administrator  
City of East Palo Alto  
2415 University Avenue  
East Palo Alto, CA 94303

**Re: Change in Tenancy Form; Euclid Improvements Area—Relocation Plan Move**

Dear Program Administrator,

Enclosed please find a Change in Tenancy Form for a tenant who has made the choice to move into a Replacement Apartment pursuant to the City-approved Relocation Plan for the Euclid Improvement Area. The tenant moved from [Insert old address and unit number] in the Euclid Improvement Area into [new address and unit number]. As shown in the lease, the Relocation Plan applies to this tenancy.

Please contact [XXX] if you have any questions.

Sincerely,

Senior Business Manager

---

# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

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(Date)

*By Hand Delivery*

RE: Euclid Improvement Area; Tenant Choice  
Relocation Payment Agreement

Dear \_\_\_\_\_,

Thank you for participating in the Euclid Improvement Replacement Apartment move process. On \_\_\_\_\_, you chose to leave Woodland Park, giving up your right of return into a brand-new unit in the Euclid Improvements and instead receiving a Relocation Payment pursuant to the City's Municipal Code.

The payment will be provided to tenants who are required to move as a result of the Euclid Improvements and will be calculated in accordance with Municipal Code section 14.08.060(A) for each adult and emancipated minor. The base Relocation Payment for a tenant with less than two years of occupancy is \$9,910.82. The base Relocation Payment for a tenant with two or more years of occupancy is \$13,214.42. A tenant's total Relocation Payment may also include one or more Qualified Tenant Benefits. A tenant who is Low Income, Disabled, Elderly, Dependent, or Terminally Ill would receive a Qualified Tenant Benefit of \$3,303.61 for each additional payment category that applies to the tenant receiving the Relocation Payment. These amounts reflect the 2021 amount. The actual amounts will be adjusted by the Consumer Price Index for the year prior to the payment date.

This letter confirms (a) the calculation of your Relocation Payment and (b) your scheduled move-out date. We will prepare a check in the amount of 50% of your Relocation Payment to be paid to you thirty (30) days prior to your moving date. The remaining 50% of your Relocation Payment will be paid upon move-out.

You reported to us the following information for each person occupying the unit:

Name	Birth Date	Date of Move-in	Annual Income	Is this person Disabled?	Is this person Terminally Ill?	Is this person an emancipated minor?

Name	Birth Date	Date of Move-in	Annual Income	Is this person Disabled?	Is this person Terminally Ill?	Is this person an emancipated minor?

We have checked this information against our files and calculated the following Relocation Payment:

Name	Base Payment (\$9,910.82 for adults and emancipated minors)	Additional amount (\$3,303.61 if > 2 years)	Additional Amounts (\$3,303.61 for each of Low Income, Disabled, Elderly, or Terminally Ill)	TOTAL
<b>UNIT TOTAL</b>				

You indicated that you planned to vacate your Woodland Park Apartment on [Insert date reported by tenant]. Your initial Relocation Payment (50% of the total) will be ready for pick-up on [Insert date 30 days prior to move-out date.] On your moving day, please come to the office to return the keys and schedule a time to pick up your final Relocation Payment (the remaining 50% of the total).

Your acceptance of the initial Relocation Payment will permanently waive any rights your household would otherwise have to a Replacement Apartment or Right of Return Apartment in the Euclid Improvements, pursuant to the Relocation Plan.

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City’s Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
 2415 University Avenue, 2nd Floor  
 East Palo Alto, CA 94303  
 650-853-3157  
 650-853-3114  
 rentprogram@cityofepa.org

We hope you will enjoy your new home; we are sorry to see you go.

Sincerely,

---

Business Manager

I acknowledge receipt of this letter.

---

Tenant

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Tenant

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# Woodland Park

## — COMMUNITIES —

SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
[www.nodisplacement.com](http://www.nodisplacement.com)

[Date]

Rent Stabilization Program Administrator  
City of East Palo Alto  
2415 University Avenue  
East Palo Alto, CA 94303

**Re: Final Relocation Payment**

Dear Program Administrator,

Enclosed please find a copy of the initial and final Relocation Payments issued for a household that has made the choice to receive a Relocation Payment pursuant to the City-approved Relocation Plan for the Euclid Improvement Area. The household moved from [Insert old address and unit number] in the Euclid Improvement Area. Woodland Park has fulfilled all of its obligations to the tenant household pursuant to the Relocation Plan.

Please contact [XXX] if you have any questions.

Sincerely,

Senior Business Manager

---

# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

[Date]

*By Hand Delivery, Registered Mail, and Electronic Mail (if available)*

RE: Euclid Improvement Area  
Right of Return Notice

Dear Improvement Area Tenants,

We are excited to share that the newly constructed “Euclid Improvements” units are nearly complete. Pursuant to the Relocation Plan that the City of East Palo Alto approved in 2022, you have a Right of Return into a brand new apartment, at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened, within the Euclid Improvements.

It is now time to begin the Right of Return process for the new building. Your household has an important housing choice to make. You may choose to stay in your current housing, or you may choose to move into the Euclid Improvements. You can make the choice that works best for your household.

If you choose to move into the Euclid Improvements, you will also have a choice between three moving benefits:

Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

Choice 2: You arrange for and pay a mover. Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

Choice 3: You move yourself. Woodland Park will provide a moving assistance payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

If you have been living in a Replacement Apartment at Woodland Park and you return to a Right of Return Apartment, you will receive an Anti-Displacement Incentive. This is an incentive for households to stay at Woodland Park during construction and exercise their right to return to the new building. The incentive will be a \$2,000 voucher for housing-related goods from a local business. A household may

choose to receive any portion, or all, of the \$2,000 incentive as a rent refund of the last month of rent paid on a Replacement Apartment after the tenant has moved into a Right of Return Apartment.

This letter notifies you that the process is starting, explains how it will work, and includes the following documents:

- Right of Return Choice Form
- FAQs
- Invitation for upcoming Information & Input Booth on [XXX] and Tenant Meeting on [XXX]

The process that we are starting is time sensitive. Please make your choice and let us know by [insert date 1 month from letter]. If you do not respond by the deadline, we may proceed to lease the Euclid Improvement apartments to other families.

Please complete the enclosed Right of Return Choice Form and submit it to the management office. Forms will be accepted starting today and will be processed in the order in which they are received. They must be returned to us by [insert date one month from letter].

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

If you have any questions, please contact [XXX].

Sincerely,

Mike Kramer  
Woodland Park Communities



## Euclid Improvements – Right of Return Choice Form

Thank you for completing the Right of Return Choice Form. You may submit this form to the **Management Office at [XXXX]** at any time until [insert date 1 month from letter]. The forms will be processed on a first-come, first-served basis. This letter must be signed by all of the tenants on the lease.

1.) Tenant Names \_\_\_\_\_

2.) Current address \_\_\_\_\_

3.) Who else lives in your apartment? \_\_\_\_\_

\_\_\_\_\_

4.) Home phone number: \_\_\_\_\_ Cell # \_\_\_\_\_

e-mail: \_\_\_\_\_

5.) What is the best way to reach you? \_\_\_\_\_

Please select the best housing choice for your household below:

\_\_\_\_\_ Remain In Current Housing. You choose to remain in your current housing. By making this choice, you give up the chance to move into the newly constructed Euclid Improvements unit at the same Rent-Stabilized Rent you currently pay.

\_\_\_\_\_ Exercise Right of Return. We will move you within East Palo Alto, at no cost to you, to a rent-stabilized Right of Return Apartment in the newly constructed Euclid Improvements at the same Rent-Stabilized Rent you would otherwise be paying if nothing had happened. If you have been living in a Replacement Apartment at Woodland Park and return to a Right of Return Apartment, you will receive an Anti-Displacement Incentive. This is an incentive for households to stay at Woodland Park during construction and exercise their right to return to the new building. The incentive will be a \$2,000 voucher for housing-related goods from a local business. A household may choose to receive any portion, or all, of the \$2,000 incentive as a rent refund of the last month of rent paid on a Replacement Apartment after the tenant has moved into a Right of Return Apartment. (Please Complete Worksheet A).

If you chose to Exercise Right of Return, please select the best moving benefit for your household below:

\_\_\_\_\_ Choice 1: Woodland Park will pay for and arrange your moves within East Palo Alto. The services of a licensed mover will be provided at no cost to you. The licensed mover will be insured and will use its own boxes to pack and move all of your belongings.

\_\_\_\_\_ Choice 2: You arrange for and pay a mover. Woodland Park will reimburse your actual moving costs up to the amount of \$3,303.61 when you provide receipts for the moving expense. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

\_\_\_\_\_ Choice 3: You move yourself. Woodland Park will provide a moving assistance payment of \$1,982.16. (This reflects the 2021 amount; the actual amount will be adjusted by the Consumer Price Index).

We, \_\_\_\_\_  
(all tenants on the lease must sign) understand that the Right of Return Choice Form will determine our household's rights under the Euclid Improvements Relocation Plan. We have received a copy of the Relocation Plan and understand our choices. We know that the unit selection process is first-come first-served, and Woodland Park cannot guarantee the availability of any particular apartment or location. Each of us individually attests that all of the information provided above and on the applicable worksheet is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

For Office Use Only:  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Worksheet A**  
**Right of Return**

Names: \_\_\_\_\_

Current Address: \_\_\_\_\_

We will do our best to accommodate your request, but we are limited by the apartments that are currently available.

1.) How many bedrooms does your Original Apartment have? \_\_\_\_\_

2.) For your Right of Return Apartment:

a. Do you have a preference between lower or upper floors? \_\_\_\_\_

3.) Do you need any reasonable accommodation? If yes, please explain. \_\_\_\_\_

\_\_\_\_\_

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# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

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(Date)

*By U.S. Mail, Hand Delivery and Electronic Mail (if available)*

RE: Euclid Improvement Area  
REMINDER: Right of Return Notice

Dear \_\_\_\_\_,

On [Insert Date of Right of Return Notice], we sent you the Right of Return Choice Form. The deadline for you to make your Right of Return Choice was [Insert Deadline 1 month from date of Notice]. We have not heard from you. Please immediately contact us or submit your Right of Return Choice form. If we do not hear from you by [Insert date 1 week from reminder], we may we may proceed to lease the Euclid Improvement apartments to other families and you will permanently waive your right of return.

We look forward to assisting you with the choice that is best for your household. We can be reached at [insert address, phone number, and email address].

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
rentprogram@cityofepa.org

Sincerely,

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Business Manager

## Euclid Improvements Area Relocation Plan Lease Addendum; Right of Return

This document is an addendum to the Lease Agreement dated as of \_\_\_\_\_ between \_\_\_\_\_ (“Resident”) and Woodland Park for the Unit \_\_\_ located at \_\_\_\_\_ (“Premises”).

1.) Resident is entering into this Lease Agreement as part of the Relocation Plan process associated with the Euclid Improvements Area. The annual rent increase for the Premises shall be the Rent Increase Date specified in Paragraph 2 hereof.

2.) Resident was previously the lessee under that certain \_\_\_\_\_ dated as of \_\_\_\_\_ for the premises located at \_\_\_\_\_ (“Original Apartment”). The annual rent increase date for the Original Apartment is \_\_\_\_\_ (“Rent Increase Date”).

3.) The Original Apartment was in the Euclid Improvement Area, which includes the following addresses:

- |   |                     |
|---|---------------------|
| 2021 Euclid Ave.                                      | 2040 Euclid Ave.    |
| 2025 Euclid Ave.                                      | 2042 Euclid Ave.    |
| 2031 Euclid Ave.                                      | 2044 Euclid Ave.    |
| 2041 Euclid Ave. (previously known as 420 E. O’Keefe) | 2054 Euclid Ave.    |
| 2043 Euclid Ave.                                      | 501 O’Connor St.    |
| 2012 Euclid Ave.                                      | 2001 Manhattan Ave. |
| 2032 Euclid Ave.                                      | 2033 Manhattan Ave. |
| 2036 Euclid Ave.                                      |                     |

4.) Landlord has made the UPDATED Relocation Commitments and the City of East Palo Alto has approved a Relocation Plan (attached hereto). All commitments apply on a “per apartment basis.”

5.) Resident is moving into the Premises pursuant to the Relocation Plan. The Premises is the Right of Return Apartment for Resident under the Relocation Plan.

6.) The Original Apartment was “separately metered” for electricity and gas, so Resident paid PG&E directly. The Right of Return Apartment will be separately metered and Resident will pay PG&E directly for gas and electricity.

Resident		Owner/Agent		Date
Resident	Date			

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# Woodland Park

## — COMMUNITIES —

SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
[www.nodisplacement.com](http://www.nodisplacement.com)

[Date]

Rent Stabilization Program Administrator  
City of East Palo Alto  
2415 University Avenue  
East Palo Alto, CA 94303

**Re: Change in Tenancy Form; Euclid Improvements Area—Relocation Plan Move**

Dear Program Administrator,

Enclosed please find a Change in Tenancy Form for a tenant who has made the choice to move into a Right of Return Apartment pursuant to the City-approved Relocation Plan for the Euclid Improvement Area. The tenant moved from [Insert old address and unit number] in the Euclid Improvement Area into [new address and unit number]. As shown in the lease, this move occurred pursuant to the Relocation Plan. Woodland Park has fulfilled all of its obligations to the tenant pursuant to the Relocation Plan.

Please contact [XXX] if you have any questions.

Sincerely,

Senior Business Manager

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# Woodland Park

## COMMUNITIES

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SAND HILL PROPERTY COMPANY  
5 Newell Court | East Palo Alto, California 94303  
www.nodisplacement.com

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(Date)

*By Hand Delivery*

RE: Euclid Improvement Area  
Notice of Anti-displacement Incentive

Dear \_\_\_\_\_,

Thank you for moving into your Right of Return Apartment. We are excited to have you in this new building and we hope you are settling in comfortably. We have committed to provide households like yours with an Anti-Displacement Incentive.

You are eligible to receive a \$2,000 voucher for housing-related goods from a local business. Instead, you may choose to receive any portion, or all, of the \$2,000 incentive as a rent refund of the last month of rent that you paid on your Replacement Apartment. Please return this form to our Management Office at your earliest opportunity if you would like to choose the rent refund option. If we do not hear from you within two (2) weeks, we will provide the voucher.

If you would like to file a formal complaint regarding the implementation of the Relocation Plan to be heard at a Rent Stabilization Board Hearing, please contact the City's Rent Stabilization Program staff:

East Palo Alto Rent Stabilization Program:  
2415 University Avenue, 2nd Floor  
East Palo Alto, CA 94303  
650-853-3157  
650-853-3114  
[rentprogram@cityofepa.org](mailto:rentprogram@cityofepa.org)

Sincerely,

---

Business Manager

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I/We, \_\_\_\_\_, hereby choose to receive \_\_\_\_\_ of  
my/our \$2,000 Anti-Displacement Incentive as a rent refund for the last month of rent paid on the  
Replacement Apartment.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

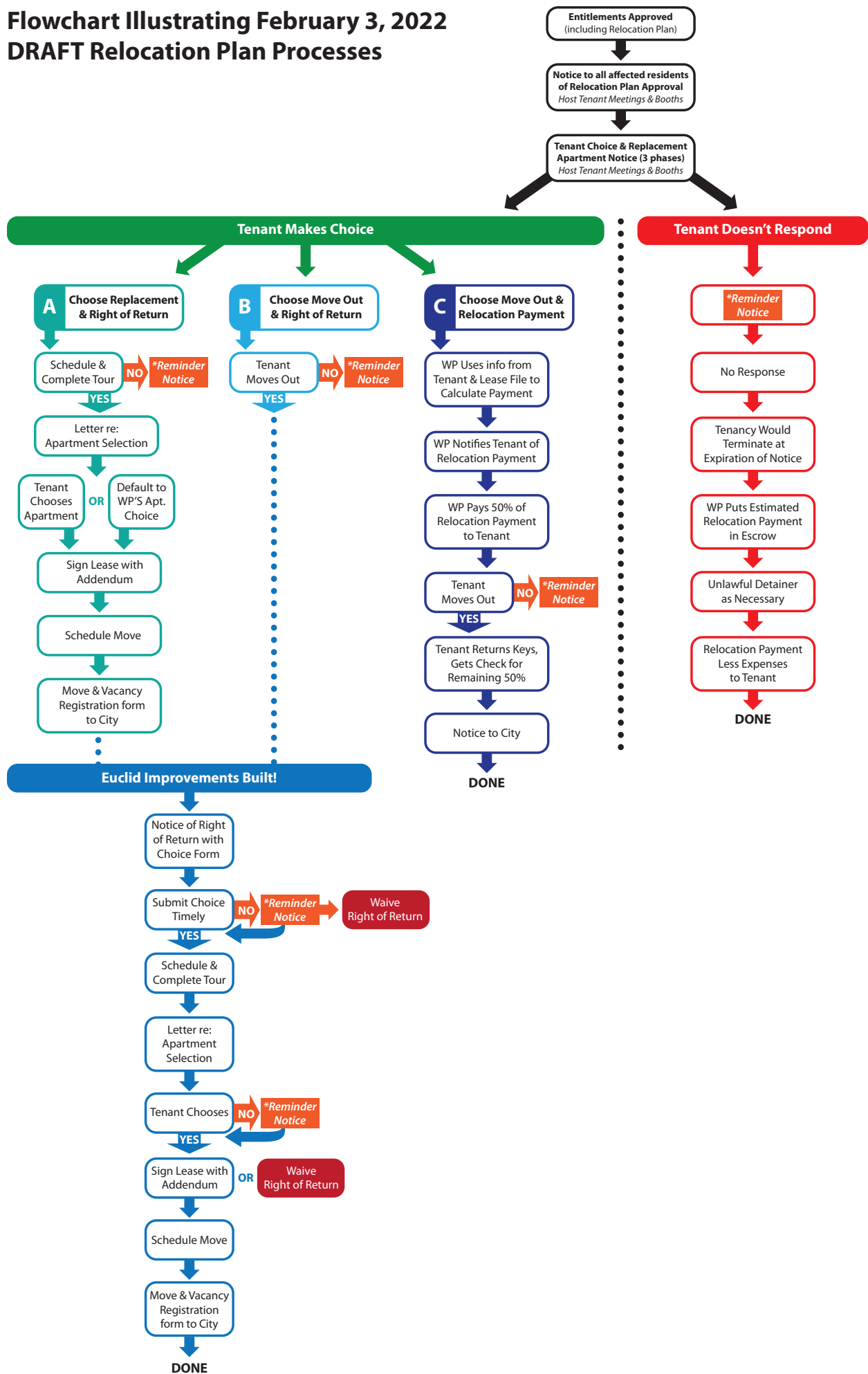
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



Attachment 2: Example Flowchart

# Flowchart Illustrating February 3, 2022 DRAFT Relocation Plan Processes



Attachment 3: City-Calculated Annual Adjustments to Relocation Benefit Amounts

**City-Calculated CPI Annual Adjustments to Relocation Benefit Amounts  
February 2022**

<b>Benefits / Years</b>	<b>Initial Amounts</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Relocation Assistance Per Tenant (Less than 2 years of tenancy)	\$7,500.00	\$7,657.50	\$7,841.28	\$8,060.84	\$8,254.30	\$8,477.16	\$8,799.29	\$9,080.87	\$9,444.11	\$9,547.99	\$9,910.82
Relocation Assistance Per Tenant (Two or more years of tenancy)	\$10,000.00	\$10,210.00	\$10,455.04	\$10,747.78	\$11,005.73	\$11,302.88	\$11,732.39	\$12,107.83	\$12,592.14	\$12,730.66	\$13,214.42
Qualified Tenant Benefit	\$2,500.00	\$2,552.50	\$2,613.76	\$2,686.95	\$2,751.43	\$2,825.72	\$2,933.10	\$3,026.96	\$3,148.04	\$3,182.66	\$3,303.61
Supported Moving Costs Per Unit	\$2,500.00	\$2,552.50	\$2,613.76	\$2,686.95	\$2,751.43	\$2,825.72	\$2,933.10	\$3,026.96	\$3,148.04	\$3,182.66	\$3,303.61
Unsupported Moving Costs Per Unit	\$1,500.00	\$1,531.50	\$1,568.26	\$1,612.17	\$1,650.86	\$1,695.43	\$1,759.86	\$1,816.17	\$1,888.82	\$1,909.60	\$1,982.16