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5. Only project residents are permitted to reserve the guest unit; the project does not independently rent the guest suite.
6. Residents are limited to two reservations within a one year period, and up to a maximum of seven reservation days per resident.
7. The number of guest suites are no more than two percent of the total number of units in the project.

3.12 Tenant Relocation

3.12.1 Relocation-General

A. Substantial rehabilitation of occupied properties pursuant to Section 220, 221(d)(4), and 231 and acquisition or refinancing of a property pursuant to Section 223(f) with repairs and alterations may result in permanent displacement or temporary relocation of tenants. When tenants of housing are permanently displaced or temporarily relocated, owners and Lenders must address relocation with a relocation plan.

B. Statutes, regulations, and guidebooks provide specific requirements and instructions for managing the permanent displacement and temporary relocation of tenants in projects receiving federal financial assistance as referenced in [Section 3.12.2](#) below. HUD mortgage insurance as well as LIHTC are not forms of federal financial assistance for purposes of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (42 U.S.C. 5601 et. seq.) (URA) and use of either or both of these two federal programs does not trigger the URA.

C. Section 104(d) of the Housing and Community Development Act of 1974 applies only to properties with HOME Investment Partnership Program (HOME) or Community Development Block Grant (CDBG) funding and prescribes requirements when relocation is necessary at a property receiving assistance from these sources.

D. However, even when neither of the statutes described in paragraphs B and C above apply, mortgage insurance programs financing rehabilitation or renovation activities that displace residents require the preparation and implementation of a plan for temporary relocation consistent with [Section 3.12.3](#) below.

E. When construction is proposed at an occupied property, Lenders must assure that relocation needs are identified, and appropriate plans described and implemented consistent with either 3.12.B. or 3.12.C, as applicable and with [Appendix 3, Section A.3.5](#). Notwithstanding whether an application concerns housing with federal financial assistance or using HOME or CDBG funds, relocation plans must address certain common concerns. These include the following:

1. Special expertise is required. A relocation consultant should be retained to assist in preparing a relocation plan, including preparation of appropriate notices or letters to tenants, identifying units and tenants who will be displaced, and assessing specific needs of displaced tenants whose health, age, or physical condition does not permit exposure to anticipated construction activity or temporary hazards arising from such activity (e.g. dust, chemicals, noise, obstructed access, etc.) even if the activity does not occur in the dwelling unit occupied by the tenant or tenants for whom special assistance may be necessary to manage activities of daily living outside their unit.

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2. The relocation plan must detail the schedule of proposed repairs to specifically identify the buildings and units where construction activities will cause displacement, including the names of occupants by unit number as well as the expected date displacement will occur and its likely duration.
3. Based on these expectations, the relocation consultant should describe how tenant relocation will be implemented including addressing unique or special needs of tenants, estimating the costs of relocation associated with each household displaced, and aggregating such costs by month consistent with a monthly draw schedule for relocation costs during construction.
4. The relocation plan should describe the tenant relocation expenses that will be paid and/or the services or facilities that the owner will provide and the means, method, and timeline for such payments or provision of services or facilities.
5. The relocation plan should provide the text and timing of notices or letters that will be provided to tenants and the frequency and method for visiting with and/or informing tenants of the expected cause and timing of displacement, the expenses that will be paid and the services that will be provided, the methods for affected tenants to respond, and who tenants may contact to address questions or problems.
6. The relocation plan must identify whether there is any federal financial assistance involved in the project. If yes, then [Section 3.12.2](#) applies and either or both the URA or Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C Section 5304(d)) (Section 104(d)) also apply. The relocation plan must adhere to these specific statutory and regulatory requirements and clearly show how these requirements are met.

3.12.2 Projects with Federal Assistance

A. Where federal financial assistance is received or anticipated in any phase of acquisition, demolition, or rehabilitation of a property, the permanent displacement or temporary relocation of tenants must comply with the URA. Likewise, if HOME or CDBG funds are used in any phase of the demolition or conversion of a lower-income dwelling unit, as defined in 24 CFR part 42, then Section 104(d) shall apply. Minimum requirements and instructions for managing displacement, giving notice to owners and/or tenants of properties acquired with Federal financial assistance, and providing relocation compensation or assistance are described in regulations at 49 CFR part 24, and in HUD Community Planning and Development Handbook 1378 which may be found at:

https://www.hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780 .

B. The URA establishes the minimum Federal requirements for the acquisition of real property for Federally funded programs and projects, and for the temporary relocation or permanent displacement of persons who must move from a property as a direct result of acquisition, rehabilitation, or demolition for a Federally funded program or project. Insured mortgage applications that contemplate or rely on federal financial assistance such as Section 8 Housing Assistance Payments (HAP) may trigger the applicability of the URA, and if HOME or CDBG funds have been or will be invested in the property, the applicability of both the URA and Section 104(d). HUD's Office of Community Planning and Development (CPD) has overall responsibility for HUD compliance with the referenced statutes. Assistance in these cases may be obtained from CPD's Regional Relocation Specialists (RRS). A list of these specialist is available in the "Contacts" section of HUD's Acquisition and Relocation web-site at:

<https://www.hudexchange.info/programs/relocation/contacts/>

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C. Additional information and guidance on URA and Section 104(d) matters is available on HUD's Acquisition and Relocation website at: <https://www.hudexchange.info/programs/relocation/>

D. Most relocation of tenants caused by construction activities is temporary. Appendix A to 49 CFR Part 24 provides guidance for temporary relocation and includes requirements that temporarily displaced tenants must be reimbursed for reasonable out-of-pocket expenses incurred in connection with a temporary move. These expenses may include moving expenses and increased housing costs during the temporary relocation. Relocation is considered temporary when the displacement activity is completed, and the tenant(s) reoccupy their original or a comparable unit at the same property within a one-year period.

3.12.3 Projects with No Federal Assistance

A. Displacement of tenants from properties that do not receive federal financial assistance and have no HOME or CDBG funding also requires planning and preparation to assure:

1. Timely completion of construction;
2. Resident health and safety; and
3. Sustained project occupancy and income.

B. Displacement in existing and occupied properties occurs when construction activity prevents tenants from preparing two or more consecutive meals or sleeping in their units during their normal period of rest or otherwise prevents occupancy of their units for 8 consecutive hours. (Persons with special needs and/or frail elderly are considered displaced if they are obligated to vacate their units for any period of time.) Owners must offer displaced tenants temporary relocation assistance. In general, temporary relocation will be required when the scope of work will result in any of the following:

1. Requires packing, moving, or storing resident's furniture or personal items in order to perform the work;
2. Prevents full use of the kitchen or the bathroom(s) by the resident (e.g. replacing the kitchen cabinets and countertops, tub surrounds and plumbing fixtures, flooring replacement);
3. Creates odors, dust, debris, noise, or other hazard that negatively impacts the sanitary condition of the unit or health and safety of the resident;
4. Involves shutting down the heating, ventilation, and air conditioning (HVAC) equipment that prevents maintaining the interior temperature of the unit between a range of 65 - 75 degrees Fahrenheit for more than a period of 2 hours;
5. Disrupts the electrical service to the unit for more than a short-term of 2 hours or less;
6. Prevents safe ingress and egress without proper alternative routes at any point during construction;
7. Provided however, that if any of these disruptions are confined to periods of time when tenants customarily are or plan to be (and actually are) voluntarily absent from their units (e.g. at work, out of town, etc.) then the disruption is not a cause displacement.

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C. Temporary resident relocation is not required for projects undergoing simple repairs and minor renovations [i.e. 223(a)(7)s and 223(f) applications with classification of construction work limited to repairs as described in MAP Guide [Chapter 5, Section 5.1](#) and [Section 5.2](#)].

D. When tenants are displaced and must find or prepare meals or lodging outside their units, the owner must provide reimbursement of costs.

1. For this purpose, owners must pay any displaced tenant the Federal travel per-diem (meals or lodging as applicable) for the period or periods of displacement. The meals per-diem shall be for each person in the tenant household.
 - a. The lodging per-diem shall be for lodging room or rooms with sleeping capacity consistent with the number of persons, marital status, and the gender and age of persons in the household without requirement of adding additional beds or equipment not regularly provided in the room(s) by the lodging vendor.
 - b. The per-diem rates shall be those established for the locality in which the property is located and shall be paid to tenants without requiring receipts or evidence of actual cost and notwithstanding whether tenants obtained food service or lodging from a commercial vendor.
2. If tenants' personal property must be packed and/or moved, owners must pay the actual costs of such services including insurance against loss of or damage to personal property.
3. Owners must identify displaced tenants who are elderly, disabled or special needs individuals and must provide additional services such as help locating or identifying alternative housing, transportation assistance, day care or similar services appropriate to their condition and apart from the per-diems for meals or lodging except to the extent that meals or lodging are included in day care or similar services.
4. Notwithstanding the forgoing, tenants are not required to accept owner-designated or recommended facilities. Without abridging any per-diem compensation due to them, tenants may select lodging and meals at their discretion provided that such discretion is exercised in writing and in advance of the scheduled displacement date(s) by such notices and at such intervals as shall be described in the approved relocation plan and provided further that any tenant having exercised such discretion may not disrupt the relocation schedule by failing to vacate on the agreed date and for the agreed period.

E. Applications requiring permanent displacement of elderly or disabled residents from a non-assisted property will not be accepted, provided that HUD will accept such applications if the owner proposes to meet the relocation requirements applicable to projects receiving Federal financial assistance as described in [Section 3.12.2](#).

F. Owners are not obligated to provide assistance (i.e. permanent relocation assistance) to tenants choosing to permanently relocate from a property in lieu of remaining as residents with temporary relocation benefits.

3.12.4 Relocation Costs on HUD Forms

A. Relocation costs are mortgageable costs but are not construction costs and are not included in the estimated costs of improvements. They are not included in any calculation of cost thresholds that define

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Substantial Rehabilitation or define levels of construction documentation required for Section 223(f) applications that propose repairs and alterations (See [Chapter 5](#)).

B. The owner's or the relocation consultant's estimated cost of relocation should be reviewed by the Lender, consistent with this [Section 3.12](#) and [Appendix 3, Section A.3.5](#) and then reported on HUD insured mortgage application forms.

C. For substantial rehabilitation applications, relocation costs are included in the replacement cost buildup reported for Criterion 3 of the form HUD-92264-A by showing the total of relocation costs, including any relocation consultant fees on the form HUD-92264 in Section G, line 69, "Consultant Fee (non-profit only)" relabeled to indicate inclusion of relocation costs (notwithstanding non-profit or for-profit status).

D. Relocation costs should be reported on the form HUD-92013: Section G, Line 43 Relocation Expenses or if in 223(f) transactions Section G is not used, then the Lender must identify Relocation Costs in the proposed Sources and Uses for the transaction.

E. Relocation costs should be reported on the form HUD-92264-A for other loan sizing Criteria as applicable to the Project:

1. Criterion 7, line c. Other Fees
2. Criterion 9, line d. Expense of Relocating Occupants
3. Criterion 10, line c. Other Fees

A.3.4 Senior's Housing: Definitions

Term	Definition for Guidance Purposes (See Chapter 3, Section 3.11)
Mixed-Population	An occupancy scheme allowing for heads of household who are either 62 years of age or older or non-elderly persons with disabilities. Used in the context of the age threshold eligibility waiver for FHA refinancing.
Elderly	A general term referring to persons or households headed by persons who are over age 55 or 62, depending on the context of the reference.
"62+ HOH"	Refers specifically to households in which at least one person is or must be age 62 or older and may include children. Properties operating under statutes or regulations defining "elderly family" as 62+HOH cannot exclude families with children in their admission and occupancy policies. "HOH" refers to "head of household" as shorthand, but should be understood to encompass a head, co-head, or spouse member of the family, any of whom are age 62 or older.
62+ age-restriction and "62+"	Refers to restrictions imposed by statute or regulation that define "elderly person" as a person who is 62 years of age or older, whereas the term "62+ HOH" refers to the applicable definition of "elderly family." When used in the guidance, these terms are merely meant to convey that the applicable age restriction is 62 years of age or older without conveying whether the property in question may exclude children in admission and occupancy policies.
"55+"	Refers specifically to properties or occupancy schemes that intend to limit eligibility to households that meet the requirements of the Fair Housing Act's exemption for persons age 55 and older.

A.3.5 Details Required in Relocation Plans

A.3.5.1 Qualifications of Relocation Consultant

A. Given the importance of implementing tenant relocation properly and on schedule, and the risk to tenants and the construction schedule if there is a failure to meet relocation obligations, a qualified independent relocation consultant should be hired to plan, manage, and implement relocation of tenants.

B. If the Sponsor has a qualified relocation consultant on staff, the Sponsor may submit their experience and qualifications to the Lender and HUD for consideration. To be approved, their experience, skills, and credentials must be equivalent to a third-party relocation consultant. The relocation consultant shall have a proven track record of successfully relocating residents and must exercise independent professional judgment concerning the displacing effects of project activities on tenants both able bodied and those with special needs.

C. Depending on the size and scope of the relocation, the relocation consultant must designate a relocation liaison to be the point of contact at the property for tenants during relocation and rehabilitation. If experienced, the liaison may be the property manager. The resident liaison and/or the relocation consultant must attend the construction site meetings to facilitate communication and coordination.

A.3.5.2 Relocation Plans

A. The relocation plan must address specific details, schedule, funding, and management of the relocation of residents. At the time of the loan application submission, a plan developed by a qualified relocation consultant must be submitted for the Lender and HUD's initial review and approval. After the Firm Commitment is issued and prior to the Closing, final minor adjustments to the plan, schedule, or budget may be considered.

B. For a relocation plan to be reliable and acceptable, it must adequately address and include the following elements:

1. **Communication:** The plan must describe how the owner and/or property management will establish and maintain timely and effective communication with the tenants and exactly who will be responsible for such communications, both messages or announcements, to all tenants or groups of tenants as well as one-on-one meetings or interviews with tenants. In addition, the plan must show the form and manner of any notices, advisories or agreements proposed as a means of documenting the information communicated to and received by tenants and tenants' responses, or agreements related to the date, time, and duration of displacement and tenant's acceptance of owner provided services or accommodations or tenant's discretionary choice of alternative accommodations.
2. **Resident Interviews:** The plan must have specific information about the resident's needs (medical, disability, pets), based on up-to-date one-on-one interviews with the residents performed by the relocation consultant. The plan must explain how these needs will be met.
3. **Packing, Moving and Storage:** The plan must describe how and who is responsible for any packing, moving, and storage. A professional moving company that can be relied on to meet the relocation schedule and having the appropriate workers compensation and damage and loss insurance, is required.
4. **Move-Out and Move-In Inspections:** The plan must describe who on the relocation consultant's team will perform the move-out and move-in inspections to make sure the unit is ready for the Contractor to begin work, and then ready for the tenant to return once work is complete.
5. **Relocation Schedule:** The plan must include a relocation schedule identifying which residents are moving out or into which specific units and when. A detailed relocation schedule with specific dates for each unit, sequenced and coordinated with the Contractor's Construction Schedule, is required. This schedule is required whether residents are relocated on site (in "vacant units"), offsite in a hotel, or other offsite locations.
 - a. The relocation schedule must identify when (date & time) the units to be rehabilitated (by unit number), and when any other common or project areas, will be turned over to the Contractor – for their control and performance of the work. The schedule must also show when the units will be inspected and reoccupied after rehabilitation by the Contractor is complete.
 - b. The relocation schedule and the construction schedule must be reviewed by the Lender to assure that they are coordinated. Prior to closing, the Lender must provide a written acceptance by the Contractor of the owner's relocation schedule with a dated copy of the relocation schedule attached to the letter.
 - c. The final approved relocation schedule, along with the final approved construction schedule, must be attached to and made part of the relocation escrow agreement (see below).

6. **Security and Safety:** The plan must provide adequate security and safety during construction. Typically, the Contractor is responsible for and focused on the safety and security of the property, materials, equipment, employees, and subcontractors during construction. However, for construction in occupied properties, the Owner is responsible for the security of tenants. Accordingly, safety and security of tenants and their personal property must be addressed in the relocation plan. The relocation plan should describe a comprehensive approach to tenant safety and security (appropriate to the property location) in addition to measures normally provided. The relocation consultant should be knowledgeable of the actual condition and safety of the premises for any housing or lodging accommodations recommended to or arranged for displaced tenants. Such housing or lodging accommodations must be decent, safe, and sanitary.
7. **Claims and Complaints Procedures:** The plan must describe how tenant claims or complaints, and any damage to personal items, will be addressed in a timely manner.
8. **Reimbursement Procedures:** The plan must include the procedures for timely reimbursement to tenants for per diem rates, all reasonable out of pocket expenses necessary to meet special needs of tenants resulting from displacement, including but not limited to packing, moving, storage, transportation, or increased housing costs. Reimbursement for relocation expenses must coincide with the relocation and construction draw schedules.
9. **Elderly Housing & Disabled:** Temporary relocation of elderly or disabled residents and families with young children must avoid unnecessary stress and protect their wellbeing, health, and safety.
 - a. The degree of the resident's expressed preference to stay in the units during construction, while considered, are not the only or principal indicators of the impact of the scope of rehabilitation work on tenants. Rather, the qualified independent relocation consultant must objectively evaluate the impacts of the scope of the work on the residents, and make determinations based principally on resident safety and wellbeing.
 - b. The HUD Minimum Property Standards (MPS) requires elevators in housing of three stories or more that serve the elderly. The resident relocation plan must take this into account and make sure the elevator operation is maintained for the residents throughout the rehabilitation (and if not, relocate the residents). The duration of the elevator outage based on the scope of the upgrade or repairs, the identification of residents impacted and their relocation, need to be addressed well in advance of construction by the development and relocation teams.

A.3.5.3 Resident Relocation Budget and Escrow

- A. An acceptable relocation plan must provide accurate costs of the relocation. These costs are then included in the loan and used to establish a relocation budget. The relocation plan and budget must align with the approved relocation and construction schedule and both must be attached to the Relocation Escrow Agreement (see [Appendix 3, Section A.3.6](#)).
- B. Adequate budgets will ensure that the Lender will have enough funds to perform the planned relocation should the owner fail to perform and prevent construction delays. Establishing accurate timing and amount of costs of relocation is critical because if the relocation escrow becomes unbalanced or proves insufficient to cover costs, the owner must fund any shortfall.

A.3.5.4 Resident Relocation – Implementation & Reporting

A. The relocation consultant is the lead for organizing and implementing the relocation plan. The consultant must plan, manage, and implement the relocation of the tenants. The relocation plan and schedule are reviewed during the HUD preconstruction conference. The HUD Inspector must report in their HUD Trip Report the status of the approved relocation plan and schedule, the performance of the relocation consultant, and sign the relocation escrow requests before the Lender submits them to HUD for approval.

B. The Supervisory Architect and the HUD Inspector must report any delays to the construction schedule in their Field Report/Trip Report respectively, including those resulting from lack of access to the units or spaces to perform prescribed work due to the owner’s failure to relocate tenants in accordance with the approved relocation schedule.

C. The Lender shall monitor these reports. If the tenant relocation is not adequately performed or is off the relocation schedule, then the Lender must immediately notify HUD, promptly address these performance problems with the owner, and work to get the relocation back on schedule.

A.3.6 Tenant Relocation Escrow Agreement (guide form)

THIS TENANT RELOCATION ESCROW AGREEMENT entered into as of the ___ day of _____ by and between _____ (hereinafter called the “Borrower”); and _____ (hereinafter called the “Lender”).

WITNESSETH:

WHEREAS, the Lender has made a mortgage loan to the Borrower in the original principal amount of \$_____ (hereinafter called the “Loan”), which Loan is insured by the Secretary of Housing and Urban Development acting by and through the Federal Housing Commissioner (“HUD”) for the purpose of refinancing and renovation or financing the acquisition and/or rehabilitation or renovation of a multifamily housing rental apartment project known as “_____” and located at _____ (the “Project”) in the city and state of _____; and

WHEREAS, on _____, HUD issued a certain Commitment for Insurance or Commitment for Insurance of Advances (as amended, the “FHA Commitment”) to insure the Loan under Section _____ of the National Housing Act, as amended, pursuant to which FHA Commitment the Borrower is required to provide from either its own funds and/or from loan proceeds a deposit with the Lender in the amount of \$_____ to meet the cost of providing relocation services and other appropriate activities for tenants of the Project (the “Relocation Deposit”) in accordance with the Relocation Plan attached as Exhibit “A” hereto and made a part hereof (the “Relocation Plan”); and

WHEREAS, the Borrower has executed and delivered to the Lender a certain HUD Multistate Note (the “Note”) in the principal amount of the Loan, a Multifamily Deed of Trust, Assignment of Leases and Rents and Security Agreement (the “Mortgage”) securing the Note, a Regulatory Agreement, and certain other agreements, documents and certificates (which Note, Mortgage, Regulatory Agreement, agreements,

documents and certificates are hereinafter collectively called the “FHA Loan Documents”) in connection with the Initial/Final Endorsement by HUD of the Note; and

WHEREAS, in order to induce the Lender to advance proceeds of the Loan and HUD to insure the Loan, the Borrower provided said Relocation Deposit and Relocation Plan.

NOW, THEREFORE, in consideration of the foregoing, the terms, covenants and conditions set forth herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. In order to establish the Relocation Deposit, the Borrower has furnished or caused to be furnished to the Lender cash in the amount of \$_____ (the “Escrow Fund”), the receipt of which is hereby acknowledged by the Lender. The Escrow Fund shall be held by the Lender for application or release as hereinafter set forth.
2. The Escrow Fund shall be held by the Lender for a period beginning on the date hereof until the date of completion of construction at the Project (as such date of completion may be extended by the Lender or HUD, the “Escrow Period”). Upon the expiration of the Escrow Period, any balance remaining in the Escrow Fund may be allocated with HUD’s approval to meet other program financial requirements when funds available for such purposes have been exhausted. Thereafter any further balance remaining which was not funded from mortgage proceeds shall be returned to the Borrower and any additional remainder that was funded from mortgage proceeds shall be deposited into the Project’s replacement reserve account. If the Relocation Deposit consisted of both the Borrower’s funds and loan proceeds, then the Borrower’s funds shall be deemed as first used or disbursed.
3. Subject to the provisions of Paragraph 6 hereof, the Escrow Fund may be disbursed for meeting the cost of providing certain relocation costs and other appropriate programs to residents of the Project according to the Relocation Plan. In connection with any request by the Borrower for disbursement of the Escrow Fund, the Borrower shall provide such documentation and information as the Lender and HUD may require. Further, and to the extent the Lender deems it necessary, all disbursements shall be subject to receipt by the Lender of satisfactory documentation evidencing HUD’s approval.
4. Any portion of the Escrow Fund consisting of cash shall be maintained in one or more accounts insured or fully guaranteed as to principal by the United States of America, shall at all times be under the control of the Lender, and shall be held by the Lender in a manner that conforms to standards established by HUD.
5. This Agreement is entered into by the parties hereto for the benefit of the Lender (or any subsequent holder of the Note) and HUD, either of which shall have the right to act as Depository and/or enforce the provisions hereof.
6. The Escrow Fund shall be subject to immediate application to the mortgage debt in the event of a default under the Note or Mortgage at any time prior to the expiration of the Escrow Period; provided, however, that the Escrow Fund shall be subject to the control and direction of HUD in the event that the Lender submits a claim to HUD for the payment of insurance benefits.
7. In the event of any conflict or inconsistency between this Agreement and the FHA loan documents, rules, regulations, and administrative procedures, the FHA loan documents, rules, regulations, and administrative procedures shall govern and be controlling.
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

[SIGNATURE PAGE]

(Type or clearly print the following information):

Owner/Borrower: _____

Project Name: _____

Location of the Project: _____

**Section of the Act under
which FHA Insurance is
sought:**

By Signature: _____

Authorized Agent: _____

Title: _____

Date: _____

Warning: Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.

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Appendix 3 Program Specifications and Limitations
A.3.6 Tenant Relocation Escrow Agreement (guide form)

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EXHIBIT "A"
RELOCATION PLAN
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