

LAPORTE COUNTY REGIONAL SEWER & WATER DISTRICT

c/o Jennifer Ransbottom, District Administrator 325 S. Lafayette Blvd., South Bend IN 46601 574.849.0004 Email: <u>jransbottom@jpr1source.com</u>

July, 2023

RE: HUDSON AND SAUGANY LAKES

Dear Property Owner:

I. <u>Introduction</u>

If you are receiving this letter, your property in Laporte County, Indiana has been included in the preliminary design for the construction of a new sewage collection system ("System" or "Project") by the Laporte County Regional Sewer & Water District (the "District") in the Hudson Lake and Saugany Lake area. A District map is attached to this letter. Please review this information carefully as it contains important material concerning the required installation of specialized equipment and sewage-collection line(s) on your property.

Failure to review and act on this information will NOT affect your legal obligation to connect any structure(s) capable of producing sewage on your property to the new System (assuming the District obtains financing and final approval for construction). Ignoring this could significantly impact the financial cost to you to connect to the system.

II. Background

The Board of Trustees of the District ("**Board**") approved the submission of the Preliminary Engineering Report ("**PER**") to the Indiana State Revolving Fund and to the United States Department of Agriculture- Rural Development (USDA-RD) for approval to proceed with detailed engineering plans for the System, which is intended to improve groundwater quality in our lakes, streams, and wells. The District anticipates the Project will be publicly bid in late 2023 or first half of 2024 with construction to commence in 2024 or 2025. We expect the Project to be complete and begin operations in 2026 or 2027.

III. Your Connection to the System

As a part of the construction of the System, the District will install equipment on individual properties referred to as a grinder pump system ("GS"). In as many cases as possible, properties will share a GS to help keep costs down. Wastewater from one or more sewage-producing

structures on your property or an adjoining property (likely your home or business), will be directed to the new GS, which grinds the wastewater to a liquid slurry and will then pump the wastewater to one of the System's main collection lines.

These GSs, as well as the main wastewater collection lines to which they are connected, will be installed, owned, operated, and serviced by the District. The contractors who will be retained by the District to complete the construction of the System will be required to return your property to a like or previous condition per the terms of their contract with the District, including, but not limited to the re-seeding of any grass with a type of seed similar to your present lawn.

As part of the final phase of the System construction, property owners will be notified by mail that they should connect all required structures capable of producing sewage on their properties, to the GS. This connection cost will be your responsibility. The connection must be made within a required period of time to be determined at the conclusion of the construction phase of the System, but it will be no sooner than 90 days from when you receive notice to connect.

IV. <u>Utility Easements</u>

At this time, the District is requesting an easement from you to facilitate the construction of the System and to make the connection of your property to the System more economical. *What is an easement?* An easement (n.) is the right to use the real property of another for a specific purpose. The easement is itself a real property interest, but your legal title to the underlying land is retained by you for all other purposes. The District's rights are limited to installation, maintenance, and preservation of its equipment associated with the System, as spelled out in the Easement Agreement (defined below).

Typically, when a property is acquired, it already has one or more easements recorded for utilities and possibly other purposes. But because you, as a property owner, acquired it before the construction of the System, the District will require a utility easement to install the GS unit on your property, to connect the GS to one of the System's main collection lines, to run main collection lines and/or to allow the District's staff and contractors to enter your property to inspect, service, repair and eventually replace any equipment and/or lines over many years to come.

In order to accomplish this, the District requests both a "Temporary Sewer Construction Easement" and a "Permanent Sewer Utility Easement" from you to the District (the "Easement Agreement"), and attached you will find a copy of the Easement Agreement. Also, attached to the Easement Agreement is a copy of the deed by which you took title to your property.

A. Location of Easement and GPS

It is the District's desire to create value and to benefit your property with the installation of the System. Whenever possible GSs will be located at or near your property line with your neighbor to facilitate sharing of GSs by properties. The District's engineers will determine the best location to allow for the most economical connection of your property to the GPS. Please visit the District's website (https://laportecountyrsd.org/) to review the "Laporte County Regional Sewer & Water District Grinder Station Location Guidelines".

After construction of the System and installation of the GS upon your property, a 15-foot-wide permanent easement shall remain. More details of this easement are described in the Easement Agreement.

V. Do I have to connect to the System?

In a vast majority of cases, the answer is <u>YES!</u> Once the System is completed, Indiana statute authorizes the District to require properties located in the District's territory and meeting certain additional criteria to connect to the District's System. The District may require a property located in the District's territory to connect to the System if a structure on your property can produce sewage or similar waste and:

- that structure is within 300 feet of the System's main sewer line; or
- if your property is on a body of water, then if your <u>property line</u> is within 300 feet of the System's main sewer line.

Connection Exceptions.

However, Indiana law does provide certain property owners who would otherwise be required to connect to the System an optional and limited exemption, if additional conditions are met. There are two exceptions under Indiana law:

- 1. Indiana Code Section 13-26-5-2.5(b) provides that you, as a potentially affected property owner, may qualify for an exemption from being required to connect to the System if the following conditions are met:
 - (1) The property owner's septic tank soil absorption system was new at the time of installation and was approved in writing by the local health department, the department's designee or a qualified inspector.
 - (2) The property owner, at the property owner's own expense, obtains a written determination from the local health department or the department's designee that the septic tank soil absorption system is not failing. The local health department or the department's designee shall provide the owner with a written determination not later than sixty (60) days after receipt of the owner's request. If the local health department or the department's designee fails to provide a written determination within the time established in this subdivision, the owner, at the owner's expense, may obtain a written determination from a qualified inspector. If the local health department or the department's designee

determines that a septic tank soil absorption system is failing, the property owner may appeal the determination to the board of the local health department. The decision of the board is final and binding.

- (3) The property owner provides the district with:
- (A) the written notification of potential qualification for the exemption described in subsection (f); and
- (B) the written determination described in subdivision (2);

within the time limits set forth in subsection (f).

- (c) If a property owner, within the time allowed under subsection (f), notifies a district in writing that the property owner qualifies for the exemption under this section, the district shall, until the property owner's eligibility for an exemption under this section is determined, suspend the requirement that the property owner discontinues use of a septic tank soil absorption system and connect to the district's sewer system.
- (d) A property owner who qualifies for the exemption provided under this section may not be required to connect to the district's sewer system for a period of ten (10) years beginning on the date of the written determination of the local health department, the department's designee or a qualified inspector under subsection (b)(d) that the property owner's septic tank soil absorption system is not failing. A property owner may apply for two (2) five (5) year extensions of the exemption provided under this section by following the procedures set forth in subsections (b) and (c). If ownership of an exempt property is transferred during a valid exemption period, including during an extension of an initial exemption:
- (1) the exemption applies to the subsequent owner of the property for the remainder of the exemption period during which the transfer occurred; and
- (2) the subsequent owner may apply for any remaining extensions.

However, the total period during which a property may be exempt from the requirement to connect to a district's sewer system under this section may not exceed twenty (20) years, regardless of ownership of the property.

You will be provided "official notice" in accordance with the above within ten (10) days of the District submitting its final plans to the Indiana Department of Environmental Management ("IDEM") for approval and permitting. However, we encourage you to act on this now to avoid any unintended exclusions from the System.

- 2. Indiana Code Section 13-26-5-2.6 provides that the District may not require you to connect to the System if:
 - a. your property, where the structure is located, is at least ten (10) acres;
 - b. you can demonstrate the availability of at least two (2) areas on your property for the collection and treatment of sewage that will protect human health and the environment;
 - c. the waste stream from your property is limited to domestic sewage from a residence or business;
 - d. the system used to collect and treat the domestic sewage has a maximum design flow of seven hundred fifty (750) gallons per day; AND
 - e. you, at your expense, obtain and provide to the District a certification from the local health department or the department's designee that your system is functioning satisfactorily.

While you may be eligible for an exemption from the connection requirement, there are at least four reasons why connecting your property to the System is still advantageous to you:

- 1. Property value: The experience in other regional sewer districts has been that the value of real property goes up significantly when the owner connects the property to a public sewer and ceases to use a private septic system.
- 2. Enhanced quality of life: Persons who rely on septic systems frequently are limited in the amount of water they may use because their septic systems can process only so much flow each day. That limitation, in turn, restricts the use of such conveniences as garbage disposals, dishwashers, and washing machines or the number of people who can occupy a property. Connection to a public sewer system usually eliminates those restrictions and allows the owner to enjoy his or her home to a greater degree or for longer periods of time.
- 3. Environmental Benefit: The impact of connection on nearby bodies of water is apparent almost immediately. The lakes, rivers, and streams from which we draw our drinking water or in which we fish, swim, and play can become clearer within weeks of a Project's completion.
- 4. Mitigated costs: Septic systems fail, and exemptions expire. When this occurs, you will be required to connect to the System. At that point, you will face significant costs. Those may include the upfront cost to buy a District approved GPS, upfront cost to install the system and related equipment, the cost to connect the structure to the System, and the costs to disable and abandon the old septic system.

Owners who connect to the System as part of this Project will not have the upfront costs to buy and install the sewer system infrastructure needed for their property. Instead, those costs will be amortized over the years of the bonds for this Project and recovered through the monthly charges billed to users of the System each month. An owner who connects five or ten years in the future may face not only a capacity fee and upfront charges to buy and install a GPS and all related

equipment but also could find equipment and labor prices that are likely to be higher than they are now.

VI. Important Information Regarding Your Rights as a Property Owner

It is the District's responsibility to inform you of your rights, including your right to request compensation for the easement, in that the district is requiring the attached easement on your property to be included in the construction phase of the System. However, it is the position of the District that the benefits to you as a property-owner of connecting to the System, minus the costs associated with a determination of fair-value of the easement by way of obtaining professional valuations exceed the fair-value of said easement for many reasons, including but not limited to:

- potential increase in usable area of your property due to elimination of septic system and leach field;
- potential additional options for further development on your property and/or remodeling and expansion of existing structures,
- the elimination of risks of septic system failure, back-up, and limited capacity; and
- potential for increased market-value of your property as well as increased appeal to a larger pool of potential buyers.

If you have any questions regarding your rights, please visit and review the Uniform Relocation Assistance and Real Property Acquisition Policies site located at www.hud.gov/relocation. If you do not have access to the internet, please contact us and we can mail you a copy of the flyer.

VII. What is Next?

At this time, the District asks that ALL owners of your property (as reflected on your deed) carefully review these documents and sign the Easement Agreement in the presence of a Notary Public, and return it to the District. Also, please complete, to the best of your ability, the attached "Information Sheet". This will allow the Project engineers to get information on where some of the utilities on your property are located. Your assistance will reduce time and effort on the Project leading to lower costs which can then be passed on to customers in lower rates. If you do not know for sure, that is ok as well. Please follow the instructions on the enclosed Information Sheet and there is a list of contacts at the end of this letter you may call or email for questions.

The District has scheduled 2 dates for an Open House for the public to review the project, and maps and ask questions. The meetings will be held on:

Thursday, August 24, at 5:00 PM to 8:00 PM (CST)

Monroe Crossing

7038 N. Chicago Road

New Carlisle, IN

AND

Saturday, August 26 at 9:00 AM to 12 noon (CST) Saugany Lake Conservation Club 5555 E. 800 N Rolling Prairie, IN

The District is also offering individual site visits through its engineers, Jones Petrie Rafinski Corp (JPR). Contact Cara Anderson with JPR at 574-213-9046. We can also meet with a larger group of neighbors at one time as well if you want to coordinate that with your neighbors. We will allocate enough time on these visits to help answer any questions we can, as well as establish grinder station locations.

VIII. Implications of Failure to Participate and Provide Easement

As indicated in the introduction, if you fail to or choose not to provide an Easement Agreement to the District to enable your property to be included in the Project, it does NOT change your legal obligation to connect your structure capable of producing sewage to the System when the project is completed. However, it does significantly change your obligation in these ways:

- you may be responsible to procure the GS at your own expense;
- you will be responsible to procure the materials required to connect the GS equipment to one of the System lines at your own expense;
- you will be responsible for hiring and paying a licensed contractor to install the GS on your property and connect the GS to one of the District's System lines at your own expense;
- unless further action is taken upon installation, you will be responsible for all scheduled maintenance, repairs, and eventual replacement of the GS and other materials and equipment at your own expense (the lifespan of a GS is 8-15 years).

Thank you for reviewing the above information. Please take the time to properly complete the Easement Agreement and have it notarized, along with the Information Sheet, and mail both to Jones Petrie Rafinski Corp, Attn: Cara Anderson or you can email the Information Sheet to Cara at canderson@jprlsource.com.

Your cooperation is very much appreciated. An efficient process for getting this phase of the Project completed dramatically decreases costs, which savings are passed on to you the customer.

Contact for questions or scheduling site visits:

District's Email: Hudson.saugany@jpr1source.com Cara Anderson Phone number: 574-213-9046

Mail or email Completed Documents:

Jones Petrie Rafinski c/o Cara Anderson 325 S. Lafayette Blvd South Bend, IN 46601 Hudson.saugany@jpr1source.com

Respectfully yours,

LAPORTE COUNTY REGIONAL SEWER AND WATER DISTRICT

Attachments:

- -System service area Map
- -Easement Agreement and Deed for your parcel
- -Informational sheet

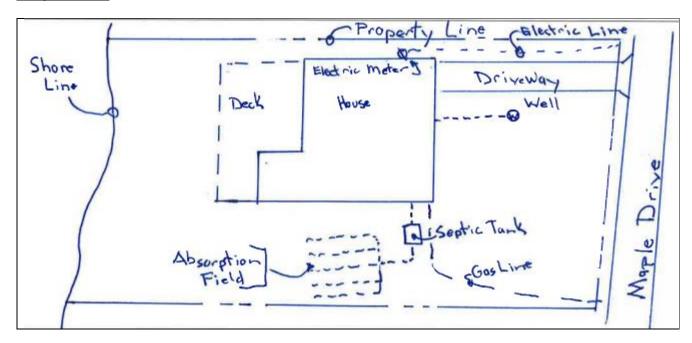
LaPorte County Regional Sewer and Water District Hudson - Saugany Septic Elimination Project Existing Septic Tank , Water Well, and Underground Utilities Location Information

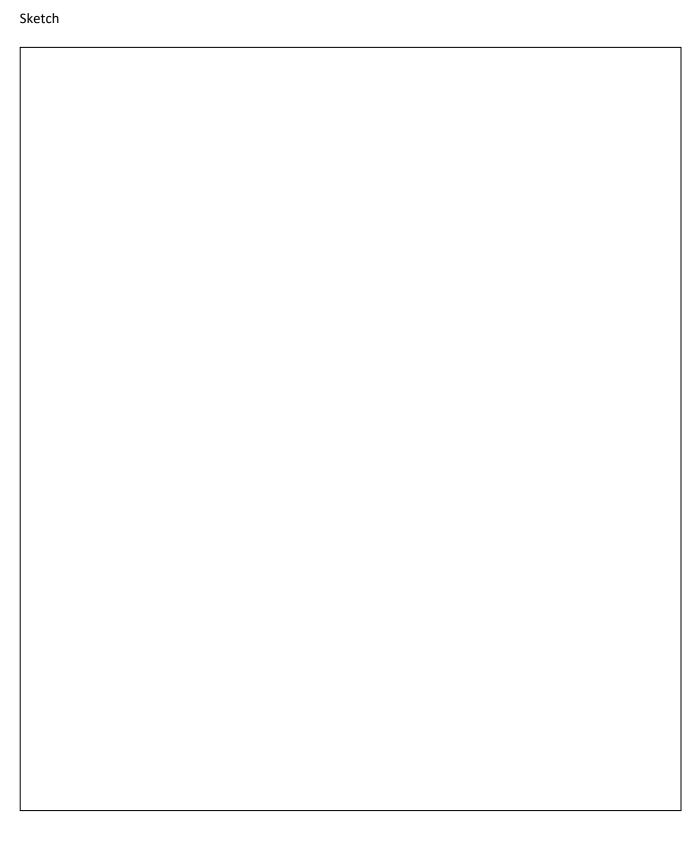
Name(s) of Property Owner:	
Address of Property:	
Mailing Address for Property Owner (if not same as address of property):	
Contact Phone Number:	
Contact Email Address:	
Date:	

SHOW ON SKETCH of following page (also see sample sketch below on this page):

- 1. North direction with arrow
- 2. Adjacent street names
- 3. Drinking water wells
- 4. Buildings
- 5. Approximate property lines
- 6. Existing septic tank and absorption field, cleanouts, and sewer laterals from house to septic tank
- 7. Existing sewage ejector or septic effluent pumps
- 8. Existing grinder pump station
- 9. Off street parking areas
- 10. Ingress/egress routes/ easements for lake access, boat removals, docks
- 11. Underground electric lines, communication lines, gas lines, water lines, drain tiles, irrigation lines, etc.

Sample Sketch:





Upon completion, return this document to:

Mail: Jones Petrie Rafinski Corp

C/O Cara Anderson 325 S Lafayette Blvd South Bend, IN 46601

Email: Hudson.saugany@jpr1source.com

WHEN A PUBLIC AGENCY ACQUIRES YOUR PROPERTY

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

www.hud.gov/relocation

Introduction

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

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

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

General Questions

What Right Has Any Public Agency To Acquire My Property?

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

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

Who Made The Decision To Buy My Property?

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

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

project.

How Will The Agency Determine How Much To Offer Me For My Property?

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

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

What Is Fair Market Value?

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

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

How Does An Appraiser Determine The Fair Market Value Of My Property?

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

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

Will I Have A Chance To Talk To The Appraiser?

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

How Soon Will I Receive A Written Purchase Offer?

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

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

What Is In The Summary Statement Of The Basis For The Offer Of Just Compensation?

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

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

Must I Accept The Agency's Offer?

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

May Someone Represent Me During Negotiations?

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

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

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

What Happens If I Don't Agree To The Agency's Purchase Offer?

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

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

What Happens After The Agency Condemns My Property?

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

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

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

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

What Can I Do If I Am Not Satisfied With The Court's Determination?

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

Will I Have To Pay Any Closing Costs?

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

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

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

May I Keep Any Of The Buildings Or Other Improvements On My Property?

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

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

Can The Agency Take Only A Part Of My Property?

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

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

Will I Have To Pay Rent To The Agency After My Property Is Acquired?

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

How Soon Must I Move?

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

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

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

Will I Receive Relocation Assistance?

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

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

My Property Is Worth More Now. Must I Pay Capital Gains Tax On The Increase?

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

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

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

Is It Possible To Donate Property?

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

Additional Information

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

U.S. Dept. of Housing and Urban Development Agency: Office of Community Planning and Development

Address: 77 W. Jackson Blvd. Suite 2401, Chicago, IL 60604-3507

Office Hours:

Fax Number: (312) 353-5416 Telephone Number: (312) 913-8718

Person to Contact: Maureen Thurman