Robert S. McKinnell
Ciy Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

Placentia City Council
Placentia City Council as Successor to the Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
Placentia Public Financing Authority

AGENDA
December 3, 2024

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

Phone: (714) 993-8117
Email: administration@placentia.org
www.placentia.org

MAYOR JEREMY B. YAMAGUCHI
District 3

KEVIN KIRWIN
Mayor Pro Tem
District 2

RHONDA SHADER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

CHAD P. WANKE
Councilmember
District 4

Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the **"Oral Communications"** portion of the agenda should fill out a **"Speaker Request Form"** and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a **"Speaker Request Form"** and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA - CLOSED SESSION
December 3, 2024
5:30 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL:
Councilmember/Board Member Shader
Councilmember/Board Member Smith
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Kirwin
Mayor/Board Chair Yamaguchi

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors. The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CLOSED SESSION PROCEEDINGS:

Pursuant to Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
Title: City Administrator

Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL -- Anticipated Litigation
(2 cases)

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

REGULAR MEETING AGENDA
December 3, 2024
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL:
Councilmember/Board Member Shader
Councilmember/Board Member Smith
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Kirwin
Mayor/Board Chair Yamaguchi

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATIONS: None

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR (1.a. to 1.l):
All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action:
Approve.

1.b City Fiscal Year 2024-25 Registers for December 3, 2024
Check Register
Fiscal Impact: $ 1,015,026.34
Electronic Disbursement Register
Fiscal Impact: $ 2,707,020.08

Recommended Action: It is recommended that the City Council:

1. Receive and file.

1.c Approval of Specifications and Award of Construction Contract to Roy Allan Slurry Seal, Inc. for the Fiscal Year 2023-24 Residential Streets Slurry Seal Project

Fiscal Impact:

Expense:	$2,152,611.17	Construction Contract Amount
	$ 215,261.12	Construction Contingency Amount
	$ 80,000.00	Construction Inspection Costs
	$2,447,872.29	Total Construction Costs

Budgeted:	$2,447,872.29	Total Project Funds
	$1,047,539.56	FY 24-25 CIP Budget: Measure U Funds from FY 23-24 Arterial Street Rehabilitation Project (Resolution R-2024-73)
	$ 460,000.00	FY 24-25 CIP Budget: Measure U Funds from McFadden Park Playground Renovation Project (Resolution R-2024-73)
	$ 249,953.50	FY 24-25 CIP Budget: Measure U Funds from Wayfinding Signs Residential Project (Resolution R-2024-73)
	$ 404,982.97	FY 24-25 CIP Budget: Measure U Funds from Tynes Gym Roof Replacement Project (Resolution R-2024-73)
	$ 275,396.76	FY 24-25 CIP Budget: SB 1/RMRA Funds from Street Name Replacement Project (Resolution R-2024-73)
	$ 10,000.00	City of Anaheim's Project Share (Resolution R-2024-73)

Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of $2,152,611.17; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the Acting City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $215,261.12, for a total construction contract not-to-exceed amount of $2,367,872.29; and
5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim's fair share of roadway rehabilitation that is estimated to be $10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of $80,000; and
7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the Acting City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

1.d Adoption of Resolution for 2025 Federal Transportation Improvement Program

Fiscal Impact:
There is no direct fiscal impact associated with this recommended action.

Recommended Action: It is recommended that the City Council:
Adopt Resolution R-2024-78, A Resolution of the City Council of the City of Placentia, California, which certifies that the City of Placentia has the resources to fund the projects in the Federal Fiscal Year 2024-25 through Fiscal Year 2029-30 Federal Transportation Improvement Program and affirms its commitment to implement all projects in the program.

1.e Approval of Agreement for Official Tow Company Services

Fiscal Impact:
Revenue: $73,000 Franchise Fee (Flat Fee of $75 per Vehicle)

Recommended Action: It is recommended that the City Council:

1. Approve the Official Tow Service Agreement with Anaheim Fullerton Towing Company with an expiration date of June 30, 2025; and
2. Adopt Resolution R-2024-81, a Resolution of the City Council of the City of Placentia, California, issuing Certificates of Public Convenience and Necessity and Approving the Official Tow Service Agreement; and
3. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

1.f Approval of Agreement for False Alarm Management Services

Fiscal Impact:
Revenue: $130,000 per Fiscal Year

Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Alarm Program Systems, LLC for a term of five (5) years for false alarm management services; and
2. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

1.g Approval of the Acquisition of Permanent and Temporary Construction Easements for the Golden Avenue Bridge Replacement Project

Fiscal Impact:
Expense: $ 9,250.00 Acquisition Costs
Available Budget: $ 21,474.01 Proposed Budget Resolution No. R-2024-80 (331801-6740)

Recommended Action: It is recommended that the City Council:

1. Approve Resolution No. R-2024-80, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and

2. Approve Resolution Nos. R-2024-82 thru R-2024-85, Resolutions of the City Council of the City of Placentia, California Authorizing the Appraisals, Fixing the Amounts of Just Compensation and Authorizing Offers to affected property owners; and
3. Accept the temporary and permanent construction easements; and
4. Approve the Just Compensation recommendations for each of the subject properties; and
5. Authorize Staff to sign the Just Compensation Recommendation; and
6. Authorize the Acting City Administrator to make offers to the subject property owners for the acquisition of both temporary and permanent construction easements; and
7. Authorize the Acting City Administrator to modify offers up to twenty-five percent (25%) of the original appraisal amount; and
8. Authorize the Acting City Administrator to enter into a purchase and sale agreement with the subject property owners, in a form approved by the City Attorney; and
9. Authorize the Acting City Administrator to execute escrow documents related to the acquisition of said easements; and
10. Authorize the Acting City Administrator to proceed with payments for purchasing these easements and sign the Certificate of Acceptance for these Easements on behalf of the City; and
11. Direct the City Clerk to record the Easements with the Orange County Clerk-Recorder's Office.

1.h Fiscal Year 2023-24 Development Impact Fee Report (AB 1600)

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

Receive and file the Fiscal Year 2023-24 Development Impact Fee Report (AB 1600).

1.i Resolution to Amend the Pay Schedule for Part-Time Employees in Compliance with the State Minimum Wage Increase

Fiscal Impact:

FY24-25 $5,000 ($10,000 annually) (104071-5005)

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-58 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
2. Adopt Resolution No. R-2024-79, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures.

1.j Approval of New Lease Agreement Between the City of Placentia and the Placentia Founders Society for Use of the Bradford House

Fiscal Impact:
Expense: $8,500 Per Year
Budgeted: $8,500 FY 2024-25 Risk Management Fund (404582-6201)

Recommended Action: It is recommended that the City Council:

1. Approve the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance, and upkeep of the Bradford House for a term ending December 31, 2029; and
2. Authorize the Acting City Administrator and/or her designee to make non-substantive amendments as necessary and execute the lease on behalf of the City, in a form approved by the City Attorney.

1.k Vesting Tentative Tract Map No. VTTM 19300 resulting in the subdivision of four parcels into three parcels and a lettered lot and also for the purposes of establishing a residential townhome condominium subdivision concurrent with DPR No. 2024-01 and UP No. 2024-07 within the High Density Residential (R-3) Zoning District

Fiscal Impact:
Revenue: Approximately $2,600,000 in Development Impact Fees

Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2024-77, a Resolution of the City Council of the City of Placentia, approving Vesting Tentative Tract Map No. VTTM 19300 for the subdivision of four parcels into three parcels and a lettered lot and also for the purposes of establishing a residential townhome condominium subdivision concurrent with DPR No. 2024-01 and UP No. 2024-07 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

1.l Resolution Appointing an Interim City Administrator and Approving the Retired Annuitant Employment Agreement with the City

Fiscal Impact:
The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution R-2024-86, approving the appointment of an Interim City Administrator; and
2. Approve the Retired Annuitant Employment Agreement.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA: None

CITY COUNCIL MEMBERS REQUESTS:

Council Members may make requests or ask questions of Staff. If a Council Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, December 17, 2024 at 5:30 p.m.

TENTATIVE AGENDA FORECAST:

- *Approval of Design Concept Plan and Public Works Agreement for McFadden Park*
- *Resolution Declaring the Results of the General Municipal Election Held on November 5, 2024*
- *Oaths of Office - Treasurer Kevin A. Larson, Councilmember Thomas Hummer, Councilmember Ward L. Smith*
- *City Council Reorganization*

CERTIFICATION OF POSTING

I, Carole M. Wayman, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the December 3, 2024, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 26, 2024.

_____

Carole M. Wayman, Deputy City Clerk

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024
Submitted by: Gabriela Calin
From: Finance

Subject:
City Fiscal Year 2024-25 Registers for December 3, 2024
Check Register
Fiscal Impact: $ 1,015,026.34
Electronic Disbursement Register
Fiscal Impact: $ 2,707,020.08

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Receive and file.

Attachments
Check Register for 12.03.2024.pdf
ACH Check Register for 12.03.2024.pdf

City of Placentia
Check Register
For 12/03/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	1,015,026.34				

Check Totals by ID	
AP	1,015,026.34
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	1,015,026.34

Fund Name	Check Totals by Fund
101-General Fund (0010)	611,285.03
117-Measure U Fund (0079)	8,620.99
206-Gas Tax DebtFund (0052)	202,917.25
225-Asset Seizure (0021)	1,107.50
227-Explorer Grant NOC (0076)	3,199.10
231-Placentia Reg Nav Cent(0078)	14,635.00
233-Gen Plan Update Fees (0074)	16,633.18
234-Technology Impact Fees (0075)	1,921.58
249-TOD District CFD (0080)	1,249.72
260-Street Lighting Distrct (0028)	21,354.26
265-Landscape Maintenance (0029)	22,632.83
275-Sewer Maintenance (0048)	61,017.46
280-Misc Grants Fund (0050)	5,260.00
501-Refuse Administration (0037)	2,054.74
601-Employee Health & Wlfre (0039)	942.32
605-Risk Management (0040)	18,361.00
701-Special Deposits (0044)	21,834.38
Check Total:	1,015,026.34

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

City of Placentia
Check Register
For 11/25/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION REP/MAINT	103066-6130 Repair & Maint/Facilities	AP111224	510.59	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP111224	60.00	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPERATION SUPPLIES	103066-6315 Office Supplies	AP111224	52.00	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	VEHICLE MAINT SUPPLIES	103066-6134 Vehicle Repair & Maintenance	AP111224	195.60	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6301 Special Department Expenses	AP111224	63.00	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	FIRE OPRATION SUPPLIES	103066-6301 Special Department Expenses	AP111224	1,010.07	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	RISK REDUCTION - SUPPLIES	103067-6301 Special Department Expenses	AP111224	44.00	17KH-6WND-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	COMM SVS SUPPLIES	104071-6315 Office Supplies	AP111224	21.74	1C7X-VNNX-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	HERITAGE FEST SUPPLIES	104078-6315 Office Supplies	AP111224	10.60	1C7X-VNNX-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	HERITAGE FEST SUPPLIES	104078-6301 Special Department Expenses	AP111224	148.87	1H7Y-Y1MW-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	HDMI CABLE	101001-6366 Web Based Service/Subcriptions	AP111224	54.25	1H7Y-Y1MW-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	PARK MAINT SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP111224	84.80	1H7Y-Y1MW-		00133000	11/14/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP111224	62.22	1M6L-N14G-		00133000	11/14/2024
				Check Total:	**2,317.74**				
MW OH	AMERICAN OFFICE V009212	CITY COUNCIL OFFICE FURNITURE	105307-6850 Building & Facilities	AP111224	3,583.31	14965	P13694	00133001	11/14/2024

ELF form apcheck has been enabled

City of Placentia
Check Register
For 11/25/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**3,583.31**				
MW OH	AMTECH ELEVATOR V012616	10/9 ELEVETOR EMERGENCY REP	103654-6130 Repair & Maint/Facilities	AP111224	1,300.00	DVB221064001	P13506	00133002	11/14/2024
				Check Total:	**1,300.00**				
MW OH	AT & T V008736	10/28-11/27 POWELL BLDG INT	109595-6215 Telephone/Internet	AP111224	85.60	24-NOV		00133003	11/14/2024
				Check Total:	**85.60**				
MW OH	AUDI NORTH OC V012263	OCT - PLACENTIA VH REBATE PROG	101534-6363 Resident Vehicle Rebate Prog	AP111224	1,000.00	OCTOBER 2024		00133004	11/14/2024
				Check Total:	**1,000.00**				
MW OH	B & M LAWN & GARDEN V000127	POWER TOOLS BATTERIES	103658-6350 Small Tools/Equipment	AP111224	408.37	658889		00133005	11/14/2024
				Check Total:	**408.37**				
MW OH	BECK, ARLEN V011746	TUITION REIMB PROGRAM REFUND	100000-4710 Reimbursements/Other Revenue	AP111224	1,131.81	64881		00133006	11/14/2024
				Check Total:	**1,131.81**				
MW OH	CALIFORNIA FORENSIC V000232	OCT - BLOOD DRAWS	103040-6055 Medical Services	AP111224	1,770.00	2730	P13480	00133007	11/14/2024
				Check Total:	**1,770.00**				
MW OH	CALIFORNIA MUNICIPAL V000233	OVERLAPPING DEBT TABLE 6/30/24	102020-6099 Professional Services	AP111224	550.00	24103002		00133008	11/14/2024
				Check Total:	**550.00**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP111224	472.07	1964453	P13514	00133009	11/14/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP111224	483.55	1977349	P13514	00133009	11/14/2024
				Check Total:	**955.62**				

City of Placentia
Check Register
For 11/25/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF ANAHEIM V010186	9/17-10/16 SHARED TS ELECTRIC	109595-6330 Electricity	AP111224	68.94	103124		00133010	11/14/2024
				Check Total:	**68.94**				
MW OH	COMMERCIAL AQUATIC V005203	OCT - GOMEZ POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP111224	1,500.00	1002516	P13505	00133011	11/14/2024
MW OH	COMMERCIAL AQUATIC V005203	OCT - WHITTEN POOL MAINTENANCE	104055-6130 Repair & Maint/Facilities	AP111224	1,500.00	1002517	P13505	00133011	11/14/2024
MW OH	COMMERCIAL AQUATIC V005203	SEP - CIVIC CTR FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP111224	408.80	995744	P13508	00133011	11/14/2024
MW OH	COMMERCIAL AQUATIC V005203	SEP - FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP111224	291.20	995744	P13508	00133011	11/14/2024
				Check Total:	**3,700.00**				
MW OH	CONTRACTORS & COST V012930	MOLD REMEDIATION - NAV CTR	784070-6999 Other Expenditure	AP111224	14,635.00	2024108	P13663	00133012	11/14/2024
				Check Total:	**14,635.00**				
MW OH	COUNTY OF ORANGE V007152	2024-25 PROPERTY TAX	109595-6410 Property Taxes	AP111224	1,952.84	2024-25		00133013	11/14/2024
MW OH	COUNTY OF ORANGE V007152	2024-25 PROPERTY TAX	484356-6122 Sewer User Fees	AP111224	41,828.98	2024-25		00133013	11/14/2024
				Check Total:	**43,781.82**				
MW OH	CPS HR CONSULTING V008464	SERGEANT EXAMS	103040-6320 Books & Periodicals	AP111224	379.50	TR-INV005212		00133014	11/14/2024
				Check Total:	**379.50**				
MW OH	DAVIS, COREY V009996	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111224	68.34	DAVIS111124		00133015	11/14/2024
				Check Total:	**68.34**				
MW OH	DENNIS GRUBB & V012137	10/16-31 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP111224	1,145.00	002-32367	P13478	00133016	11/14/2024

City of Placentia
Check Register
For 11/25/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**1,145.00**				
MW OH	DEROTIC EMERGENCY V011295	REPAIRS & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP111224	663.35	SO-5185	P13540	00133017	11/14/2024
MW OH	DEROTIC EMERGENCY V011295	T2 - REPAIRS & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP111224	521.11	SO-5369	P13540	00133017	11/14/2024
MW OH	DEROTIC EMERGENCY V011295	REPAIRS & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP111224	1,343.81	SO-5371	P13540	00133017	11/14/2024
				Check Total:	**2,528.27**				
MW OH	ANSELMO RYAN ANGULO V012341	OCT - POLYGRAPH EXAM	103040-6099 Professional Services	AP111224	225.00	2024/5		00133018	11/14/2024
				Check Total:	**225.00**				
MW OH	DFS FLOORING INC V000099	OCT - CARPET CLEANING	103654-6290 Dept. Contract Services	AP111224	744.00	311409-10	P13503	00133019	11/14/2024
				Check Total:	**744.00**				
MW OH	DREW, BRIAN V004950	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111224	93.89	DREW111124		00133020	11/14/2024
				Check Total:	**93.89**				
MW OH	EATON, ALEX V012830	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP111224	250.13	EATON111124		00133021	11/14/2024
				Check Total:	**250.13**				
MW OH	ENTERPRISE FLEET V003312	OCT - PD VH LEASE CHARGES	103658-6165 Vehicle Lease	AP111224	20,979.81	FBN5151952	P13494	00133022	11/14/2024
				Check Total:	**20,979.81**				
MW OH	FIFTH AVENUE CLEANERS V010431	OCT - PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP111224	1,148.06	OCTOBER 2024		00133023	11/14/2024
				Check Total:	**1,148.06**				
MW OH	FIRST AMERICAN DATA TREE	OCT - DATA TREE	101523-6136	AP111224	150.00	20262511024	P13665	00133024	11/14/2024

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	V012934		Software Maintenance						
MW OH	FIRST AMERICAN DATA TREE V012934	OCT - ASSESSOR BULK DATA	101523-6136 Software Maintenance	AP111224	416.67	7014179	P13665	00133024	11/14/2024
				Check Total:	**566.67**				
MW OH	FONTAINE V010459	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP111224	1,089.00	B24-1805		00133025	11/14/2024
				Check Total:	**1,089.00**				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE10/26 PD11/01	0010-2196 Garnishments W/H	AP111224	7.73	PR2401022		00133026	11/14/2024
				Check Total:	**7.73**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	CUSTODIAL SUPPLIES	103654-6147 Janitorial Supplies	AP111224	2,081.53	346323A	P13583	00133027	11/14/2024
				Check Total:	**2,081.53**				
MW OH	GLOCK PROFESSIONAL INC V009850	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111224	250.00	GLOCK11724		00133028	11/14/2024
				Check Total:	**250.00**				
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 / 21010-6335 Water	AP111224	131.59	103124		00133029	11/14/2024
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 Water	AP111224	33,724.51	103124		00133029	11/14/2024
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	296561-6335 Water	AP111224	20,919.89	103124		00133029	11/14/2024
				Check Total:	**54,775.99**				
MW OH	H&S ENERGY LLC V010680	OCT - CAR WASH SERVICES	103658-6142 Vehicle Detailing	AP111224	840.00	1142024	P13559	00133030	11/14/2024
				Check Total:	**840.00**				
MW OH	HERREN, MATT	PD TRAINING MEALS, MILEAGE	213041-6250	AP111224	71.02	HERREN11724		00133031	11/14/2024

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	V009898		Staff Training						
				Check Total:	**71.02**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PARTS - ARROYO VERDE MAINT	104055-6130 Repair & Maint/Facilities	AP111224	248.33	9794129		00133032	11/14/2024
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6137 Repair Maint/Equipment	AP111224	87.85	9812201		00133032	11/14/2024
				Check Total:	**336.18**				
MW OH	HOTSY OF SOUTHERN V004351	FLEET REPAIR EQUIPMENT	103658-6137 Repair Maint/Equipment	AP111224	131.80	10020964		00133033	11/14/2024
				Check Total:	**131.80**				
MW OH	HOUSTON & HARRIS PCS INC V010110	SEP -SEWER LINE CLEANING/INSP	484356-6120 R & M/Sewer & Storm Drain	AP111224	19,170.68	24-26269	P13517	00133034	11/14/2024
				Check Total:	**19,170.68**				
MW OH	IMAGE TREND INC V011276	10/9/24-10/8/25 SOFTWARE RENEW	103066-6136 Software Maintenance	AP111224	4,057.46	PS-INV111174		00133035	11/14/2024
				Check Total:	**4,057.46**				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP111224	882.18	0017835654-001	P13560	00133036	11/14/2024
				Check Total:	**882.18**				
MW OH	IOTUM INC. V012935	OCT - CALLBRIDGE SUBSCRIPTION	101523-6366 Web Based Service/Subcriptions	AP111224	269.80	31908751		00133037	11/14/2024
				Check Total:	**269.80**				
MW OH	JOHN L HUNTER & V009056	AUG - NPDES CONSULTING SVS	103593-6099 Professional Services	AP111224	1,853.75	PLA1MS412408	P13509	00133038	11/14/2024
				Check Total:	**1,853.75**				
MW OH	LN CURTIS & SONS V011267	PD BODY ARMOR - CHAPMAN	103047-6360 Uniforms	AP111224	903.05	INV881822		00133039	11/14/2024

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MW OH	LN CURTIS & SONS V011267	PPE CLEANING	103066-6361 Personal Protection Equipment	AP111224	3,270.75	INV840364	P13504	00133039	11/14/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - COSME	103041-6360 Uniforms	AP111224	237.16	INV881788	P13512	00133039	11/14/2024
				Check Total:	**4,410.96**				
MW OH	LUCKETT, STEPHANIE V012951	CALBO - TRAVEL EXP REIMB	102531-6245 Meetings & Conferences	AP111224	107.82	110524		00133040	11/14/2024
				Check Total:	**107.82**				
MW OH	LYNCH EMS V011542	NOV - EMERGENCY MEDICAL SVS	101516-6290 Dept. Contract Services	AP111224	91,447.58	24-27791	P13456	00133041	11/14/2024
				Check Total:	**91,447.58**				
MW OH	MARTIN, ARMANDO V011735	OCT - DEAD ANIMAL REMOVAL SVS	103652-6290 Dept. Contract Services	AP111224	600.00	2839	P13534	00133042	11/14/2024
				Check Total:	**600.00**				
MW OH	MGT IMPACT SOLUTIONS LLC V012905	IS 2024 STUDY	101512-6099 Professional Services	AP111224	13,442.85	60917	P13607	00133043	11/14/2024
				Check Total:	**13,442.85**				
MW OH	MORELOS, SAIRA V012950	DAMAGE DEPOSIT PERMIT REFUND	104071-4385 Facility Rental	AP111224	166.00	2004261.002		00133044	11/14/2024
				Check Total:	**166.00**				
MW OH	MORGADO, HEIDI V012694	CALBO - TRAVEL EXP REIMB	102531-6245 Meetings & Conferences	AP111224	107.82	110724		00133045	11/14/2024
				Check Total:	**107.82**				
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111224	250.21	136892		00133046	11/14/2024
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111224	11.82	136916		00133046	11/14/2024
MW OH	NAPA AUTO PARTS	CITY VEHICLE REPAIR PARTS	103658-6134	AP111224	121.60	136950		00133046	11/14/2024

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	V011456		Vehicle Repair & Maintenance						
MW OH	NAPA AUTO PARTS V011456	CITY VEHICLE REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP111224	71.20	898561		00133046	11/14/2024
				Check Total:	**454.83**				
MW OH	NATIONAL TRAINING V008067	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP111224	630.00	NATIONAL9122		00133047	11/14/2024
				Check Total:	**630.00**				
MW OH	ORANGE COUNTY V000699	OCEA PE10/26 PD11/01	0048-2176 PCEA/OCEA Assoc Dues	AP111224	15.13	PR2401022		00133048	11/14/2024
MW OH	ORANGE COUNTY V000699	OCEA PE10/26 PD11/01	0037-2176 PCEA/OCEA Assoc Dues	AP111224	2.13	PR2401022		00133048	11/14/2024
MW OH	ORANGE COUNTY V000699	OCEA PE10/26 PD11/01	0029-2176 PCEA/OCEA Assoc Dues	AP111224	8.33	PR2401022		00133048	11/14/2024
MW OH	ORANGE COUNTY V000699	OCEA PE10/26 PD11/01	0010-2176 PCEA/OCEA Assoc Dues	AP111224	561.91	PR2401022		00133048	11/14/2024
				Check Total:	**587.50**				
MW OH	ORANGE COUNTY V007306	JUL-SEP ANIMAL CARE SERVICES	103045-6280 Animal Control Services	AP111224	88,961.76	AC2590022	P13462	00133049	11/14/2024
				Check Total:	**88,961.76**				
MW OH	PACIFIC COMPLIANCE V009292	DIESEL OVERFILL TEST INSP	103658-6257 Licenses & Permits	AP111224	375.00	7744		00133050	11/14/2024
				Check Total:	**375.00**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE10/26 PD11/01	0029-2176 PCEA/OCEA Assoc Dues	AP111224	0.72	PR2401022		00133051	11/14/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE10/26 PD11/01	0010-2176 PCEA/OCEA Assoc Dues	AP111224	48.53	PR2401022		00133051	11/14/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE10/26 PD11/01	0048-2176 PCEA/OCEA Assoc Dues	AP111224	1.32	PR2401022		00133051	11/14/2024

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MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE10/26 PD11/01	0037-2176 PCEA/OCEA Assoc Dues	AP111224	0.19	PR2401022		00133051	11/14/2024
				Check Total:	**50.76**				
MW OH	POWER PLUS V006730	9/26-10/23 TEMP POWER PSC	105213-6850 / 105213-6850 Building & Facilities	AP111224	4,137.62	G133833-9	P13493	00133052	11/14/2024
				Check Total:	**4,137.62**				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP111224	230.64	C69591		00133053	11/14/2024
				Check Total:	**230.64**				
MW OH	PREMIER FIRST RESPONDER V011754	OCT - OFFICER THERAPY SVS	503040-6301 / 233004-6301 Special Department Expenses	AP111224	150.00	1583		00133054	11/14/2024
				Check Total:	**150.00**				
MW OH	PRIORITY DISPATCH CORP V011406	EMD/EFD TRAINING COURSES	101515-6250 Staff Training	AP111224	850.00	SIN387038		00133055	11/14/2024
MW OH	PRIORITY DISPATCH CORP V011406	EFD/EMD RETEST FEE	101515-6250 Staff Training	AP111224	30.00	SIN387611		00133055	11/14/2024
MW OH	PRIORITY DISPATCH CORP V011406	EFD/EMD RETEST FEE	101515-6250 Staff Training	AP111224	30.00	SIN387690		00133055	11/14/2024
MW OH	PRIORITY DISPATCH CORP V011406	EMD/EFD TRAINING COURSES	101515-6250 Staff Training	AP111224	850.00	SIN388030		00133055	11/14/2024
				Check Total:	**1,760.00**				
MW OH	PRUDENTIAL OVERALL V000836	9/11 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP111224	30.58	62943278	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	9/11 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP111224	58.52	62943278	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	9/11 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP111224	39.71	62943278	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL	9/11 UNIFORM CLEANING SVS	104055-6360	AP111224	32.00	62943278	P13636	00133056	11/14/2024

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	V000836		Uniforms						
MW OH	PRUDENTIAL OVERALL V000836	9/11 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP111224	19.70	62943278	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/9 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP111224	19.70	62950252	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/9 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP111224	32.00	62950252	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/9 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP111224	30.58	62950252	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/9 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP111224	58.52	62950252	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/9 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP111224	39.71	62950252	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/16 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP111224	39.71	62951980	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/16 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP111224	58.52	62951980	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/16 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP111224	30.58	62951980	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/16 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP111224	32.00	62951980	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/16 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP111224	19.70	62951980	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/23 UNIFORM CLEANING SVS	103654-6147 Janitorial Supplies	AP111224	19.70	62953703	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/23 UNIFORM CLEANING SVS	104055-6360 Uniforms	AP111224	32.00	62953703	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/23 UNIFORM CLEANING SVS	103654-6360 Uniforms	AP111224	58.52	62953703	P13636	00133056	11/14/2024

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MW OH	PRUDENTIAL OVERALL V000836	10/23 UNIFORM CLEANING SVS	103658-6360 Uniforms	AP111224	30.58	62953703	P13636	00133056	11/14/2024
MW OH	PRUDENTIAL OVERALL V000836	10/23 UNIFORM CLEANING SVS	103652-6360 Uniforms	AP111224	39.71	62953703	P13636	00133056	11/14/2024
				Check Total:	**722.04**				
MW OH	QUADIENT INC V012611	NOV - PARCEL PENDING	103654-6290 Dept. Contract Services	AP111224	136.86	61392654		00133057	11/14/2024
				Check Total:	**136.86**				
MW OH	RING CENTRAL INC V012026	NOV - PHONE SYST SERVICES	101523-6136 Software Maintenance	AP111224	7,924.60	CD_000951396	P13464	00133058	11/14/2024
				Check Total:	**7,924.60**				
MW OH	RIVERSIDE COUNTY V008065	PD - REPORT WRITING REG	213041-6250 Staff Training	AP111224	81.00	RCSD11724		00133059	11/14/2024
				Check Total:	**81.00**				
MW OH	RS CONSTRUCTION & V012782	CONSTRUCTION SVS - RET	105307-2046 / 105307-2046 Retentions Payable	AP111224	-218.75	2024-0729		00133060	11/14/2024
MW OH	RS CONSTRUCTION & V012782	OCT CONSTRUCTION SVS	105307-6850 / 105307-6850 Building & Facilities	AP111224	4,375.00	2024-0729	P13591	00133060	11/14/2024
				Check Total:	**4,156.25**				
MW OH	SAGECREST PLANNING AND V010576	OCT CONSULTING SVS	102532-6290 Dept. Contract Services	AP111224	2,214.32	4928	P13578	00133061	11/14/2024
				Check Total:	**2,214.32**				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	30-2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP111224	417.98	PR2401022		00133062	11/14/2024
				Check Total:	**417.98**				
MW OH	SO CAL GAS V000909	SEP-OCT GAS CHARGES	109595-6340 Natural Gas	AP111224	49.03	103124		00133063	11/14/2024

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				Check Total:	**49.03**				
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 Electricity	AP111224	10,684.94	102924		00133064	11/14/2024
				Check Total:	**10,684.94**				
MW OH	STATER BROS MARKETS V002788	GIFT CARDS - NS THANKSGIVING	504070-6401 Community Programs	AP111224	4,750.00	11122024	P13711	00133065	11/14/2024
				Check Total:	**4,750.00**				
MW OH	STERICYCLE INC V012074	SEP PAPER SHREDDING SVS	374386-6099 Professional Services	AP111224	2,052.31	8008614738	P13557	00133066	11/14/2024
				Check Total:	**2,052.31**				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP111224	42.43	2797553		00133067	11/14/2024
				Check Total:	**42.43**				
MW OH	T-MOBILE USA V009215	TIMING ADVANCE DR23-03784	103042-6290 Dept. Contract Services	AP111224	50.00	9583526938		00133068	11/14/2024
				Check Total:	**50.00**				
MW OH	TEAM ONE MANAGEMENT V010070	OCT PARK RESTROOMS JANITORIAL	104055-6290 Dept. Contract Services	AP111224	7,274.75	102	P13532	00133069	11/14/2024
				Check Total:	**7,274.75**				
MW OH	TEMPORARY STAFFING V012940	10/28-11/03 PROFESSIONAL SVS	102020-6099 Professional Services	AP111224	2,714.12	000568	P13688	00133070	11/14/2024
				Check Total:	**2,714.12**				
MW OH	THE BEE MAN V000117	BEE REMOVAL SVS -501 DARTMOUTH	103654-6290 Dept. Contract Services	AP111224	245.00	132397		00133071	11/14/2024
				Check Total:	**245.00**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP111224	108.73	70760		00133072	11/14/2024

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				Check Total:	**108.73**				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	NOV - CONSULTING SVS	101001-6001 Management Consulting Servics	AP111224	6,000.00	22412	P13459	00133073	11/14/2024
				Check Total:	**6,000.00**				
MW OH	TRAFFIC MANAGEMENT V008463	PW STREET SUPPLIES	103652-6146 Paint Supplies	AP111224	577.59	06-111048		00133074	11/14/2024
MW OH	TRAFFIC MANAGEMENT V008463	PW STREET SUPPLIES	103652-6146 Paint Supplies	AP111224	507.34	06-111202		00133074	11/14/2024
MW OH	TRAFFIC MANAGEMENT V008463	PW STREET SUPPLIES	103652-6146 Paint Supplies	AP111224	342.65	06-111285		00133074	11/14/2024
				Check Total:	**1,427.58**				
MW OH	TROPICAL PLAZA NURSERY V012839	KRAMER BLVD MEDIAN PLANT	101304-6740 Infrastructure - Streets	AP111224	4,320.00	3109	P13589	00133075	11/14/2024
				Check Total:	**4,320.00**				
MW OH	UNITED RENTALS NORTH V001082	10/16-21 UTILITY TRAILER RENT	104078-6299 Other Purchased Services	AP111224	834.70	240179407-001		00133076	11/14/2024
				Check Total:	**834.70**				
MW OH	US BANK PARS #6746022400 V008781	PARS PE10/26 PD11/01	0010-2126 Employee PARS/ARS W/H	AP111224	2,553.29	PR2401022		00133077	11/14/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE10/26 PD11/01	0010-2131 Employer PARS/ARS Payable	AP111224	2,553.29	PR2401022		00133077	11/14/2024
				Check Total:	**5,106.58**				
MW OH	V MONTOYA ENTERPRISES V012358	5 GALLON DIANELLA	103655-6130 Repair & Maint/Facilities	AP111224	330.00	32357		00133078	11/14/2024
				Check Total:	**330.00**				
MW OH	VERIZON WIRELESS V008735	9/21-10/20 IPAD CHARGES	109595-6215 Telephone/Internet	AP111224	161.88	9976780110		00133079	11/14/2024
MW OH	VERIZON WIRELESS	9/21-10/20 COUNCIL I-PADS	109595-6215	AP111224	180.87	9976780111		00133079	11/14/2024

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	V008735		Telephone/Internet						
				Check Total:	**342.75**				
MW OH	WAGONER, BEAU V009143	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111224	103.08	WAGONER1111		00133080	11/14/2024
				Check Total:	**103.08**				
MW OH	ZAVADIL, DANIEL V012752	CALBO - TRAVEL EXP REIMB	102531-6245 Meetings & Conferences	AP111224	107.82	11/7/2024		00133081	11/14/2024
				Check Total:	**107.82**				
MW OH	ZIPPEL, ART V011299	CAR SHOW DJ - HERITAGE FEST	104078-6099 Professional Services	AP111224	400.00	110524		00133082	11/14/2024
				Check Total:	**400.00**				
MW OH	AFTERMATH SERVICES LLC V009949	10/16 BIO-HAZARD CLEANING	103043-6099 Professional Services	AP111824	400.00	JC2024-7231		00133083	11/21/2024
				Check Total:	**400.00**				
MW OH	ALCAZAR, LOGAN V012957	2024 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP111824	100.00	ALCAZAR		00133084	11/21/2024
				Check Total:	**100.00**				
MW OH	ALL CITY MANAGEMENT V000005	10/13-24 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP111824	5,562.00	96516	P13468	00133085	11/21/2024
				Check Total:	**5,562.00**				
MW OH	ALLIANT INSURANCE V007375	TREE LIGHTING LIABILITY INS	404582-6201 Liability Insurance Premiums	AP111824	329.00	2876367		00133086	11/21/2024
				Check Total:	**329.00**				
MW OH	ALLIANT INSURANCE V007375	TAMALE FESTIVAL LIABILITY INS	404582-6201 Liability Insurance Premiums	AP111824	6,129.00	28883333		00133087	11/21/2024
				Check Total:	**6,129.00**				
MW OH	AMAZON CAPITAL SERVICES	S SUPPLIES	104071-6301	AP111824	13.98	1WTY-LR43-		00133088	11/21/2024

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	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES V012336	PARKS - HALLOWEEN SUPPLIES	104071-6301 Special Department Expenses	AP111824	891.93	1WTY-LR43-		00133088	11/21/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SR CTR SUPPLIES	104079-6301 Special Department Expenses	AP111824	252.63	1WTY-LR43-		00133088	11/21/2024
MW OH	AMAZON CAPITAL SERVICES V012336	TINY TOTS SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP111824	468.47	1WTY-LR43-		00133088	11/21/2024
MW OH	AMAZON CAPITAL SERVICES V012336	HERITAGE FEST SUPPLIES	104078-6301 Special Department Expenses	AP111824	1,033.61	1Y4D-1GRJ-		00133088	11/21/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	104070-6315 Office Supplies	AP111824	237.93	1Y4D-1GRJ-		00133088	11/21/2024
				Check Total:	**2,898.55**				
MW OH	ANTHEM LIFE INSURANCE V000046	NOV - W. SMITH LIFE INS	395083-5163 Life Insurance Premiums	AP111824	5.00	NOVEMBER		00133089	11/21/2024
				Check Total:	**5.00**				
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP111824	233.37	104839790		00133090	11/21/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP111824	677.36	105854721		00133090	11/21/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP111824	579.98	105854722		00133090	11/21/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD-COFFEE/WATER	109595-6052 Common Area Supplies	AP111824	119.53	105854723		00133090	11/21/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP111824	106.42	105854728		00133090	11/21/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP111824	819.88	105854729		00133090	11/21/2024
				Check Total:	**2,536.54**				

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MW OH	ASSI SECURITY INC V011251	PD - DOOR ACCESS CONTROLLERS	796509-6840 Machinery & Equipment	AP111824	7,280.00	SD21432	P13693	00133091	11/21/2024
				Check Total:	**7,280.00**				
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	109595-6215 Telephone/Internet	AP111824	23,620.29	102424		00133092	11/21/2024
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP111824	12.65	102424		00133092	11/21/2024
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	296561-6215 Telephone/Internet	AP111824	602.16	102424		00133092	11/21/2024
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	109595-6215 Telephone/Internet	AP111824	1,553.42	110724		00133092	11/21/2024
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	296561-6215 Telephone/Internet	AP111824	186.21	110724		00133092	11/21/2024
				Check Total:	**25,974.73**				
MW OH	AWARDS BY PAUL V006055	HERITAGE BAND - AWARDS	104078-6301 Special Department Expenses	AP111824	2,775.10	57004	P13703	00133093	11/21/2024
MW OH	AWARDS BY PAUL V006055	ROSSETTE, 3 STREAMER RIBBONS	104078-6301 Special Department Expenses	AP111824	1,499.07	57005	P13703	00133093	11/21/2024
				Check Total:	**4,274.17**				
MW OH	BRIGHTVIEW LANDSCAPE V010556	NOV - PARK LANDSCAPE MAINT SVS	104055-6139 Repair/Maint - Parks & Fields	AP111824	31,824.51	9135548	P13523	00133094	11/21/2024
				Check Total:	**31,824.51**				
MW OH	CENTERPOINT V012923	NETWORK CABLING	101523-6099 Professional Services	AP111824	4,721.35	61157	P13679	00133095	11/21/2024
MW OH	CENTERPOINT V012923	NETWORK CABLING	101523-6099 Professional Services	AP111824	4,925.24	61158	P13679	00133095	11/21/2024
				Check Total:	**9,646.59**				
MW OH	CICCS/EAP	NOV 2024 - EAP	395083-5199	AP111824	439.30	2024-11		00133096	11/21/2024

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	V012670		Other Employee Benefits						
				Check Total:	**439.30**				
MW OH	CITY OF BREA V000125	OCCMA HOLLIDAY LUNCHEAON	101511-6245 Meetings & Conferences	AP111824	390.00	111421		00133097	11/21/2024
				Check Total:	**390.00**				
MW OH	CLASSIC GRAPHIX V012685	HERITAGE - CAR SHOW T-SHIRTS	104078-6301 Special Department Expenses	AP111824	1,169.09	42196		00133098	11/21/2024
				Check Total:	**1,169.09**				
MW OH	CLIFTONLARSONALLEN LLP V012348	FINANCE AUDIT FY24/25	102020-6010 Accounting & Auditing Service	AP111824	14,465.00	L241754094	P13582	00133099	11/21/2024
				Check Total:	**14,465.00**				
MW OH	COUNTY OF ORANGE V008881	JUL - OCATS CIRCUIT SUPPORT	103043-6099 Professional Services	AP111824	1,104.51	SH 69043	P13531	00133100	11/21/2024
				Check Total:	**1,104.51**				
MW OH	CSG CONSULTANTS INC V011609	OCT - BUILDING INSPECTION SVS	102532-6290 Dept. Contract Services	AP111824	15,840.00	58724	P13606	00133101	11/21/2024
				Check Total:	**15,840.00**				
MW OH	CSULB FOUNDATION V003930	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP111824	157.00	CSULB111924		00133102	11/21/2024
				Check Total:	**157.00**				
MW OH	DATA TICKET INC. V006119	OCT - CE CITATION PROCESSING	750000-6366 Web Based Service/Subcriptions	AP111824	1,921.58	171643	P13637	00133103	11/21/2024
				Check Total:	**1,921.58**				
MW OH	DAVENPORT, VICTOR S. V012954	CITATION #22171 - REFUND	102533-4411 Administrative Citations	AP111824	287.00	CITATION		00133104	11/21/2024
				Check Total:	**287.00**				
MW OH	DAVID TAUSSIG AND	OCT - DEVELOPMENT IMPACT FEES	749504-6770	AP111824	674.65	2410071	P13528	00133105	11/21/2024

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	V001040		Infrastructure - Major Studies						
				Check Total:	**674.65**				
MW OH	DELL MARKETING L.P. V000301	LAPTOP - CS DIRECTOR	796501-6364 Computer Hardware	AP111824	1,340.99	10778952503	P13603	00133106	11/21/2024
				Check Total:	**1,340.99**				
MW OH	DEMONTE, MIA V012956	2024 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP111824	100.00	DEMONTE		00133107	11/21/2024
				Check Total:	**100.00**				
MW OH	DIAZ, ALEXANDER V010598	NOV - LET'S DANCE DJ SVS	104071-6301 Special Department Expenses	AP111824	200.00	119		00133108	11/21/2024
				Check Total:	**200.00**				
MW OH	DONNA DESMOND V012952	PROFESSIONAL SVS	109595-6999 Other Expenditure	AP111824	3,400.00	12323703	P13712	00133109	11/21/2024
				Check Total:	**3,400.00**				
MW OH	EMPLOYMENT V000203	7/1-9/30 UI BENEFIT CHARGE	404581-5155 Employee Insurance Claims	AP111824	11,903.00	L0110666448		00133110	11/21/2024
				Check Total:	**11,903.00**				
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGES	103040-6299 Other Purchased Services	AP111824	518.35	0184483-IN		00133111	11/21/2024
				Check Total:	**518.35**				
MW OH	EVERTSEN, JACE V012102	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP111824	114.00	EVERTSEN1114		00133112	11/21/2024
				Check Total:	**114.00**				
MW OH	FIS V008518	SEP - CREDIT CARD FEES	102020-6025 Third Party Administration	AP111824	251.98	34759597		00133113	11/21/2024
				Check Total:	**251.98**				
MW OH	FRANCHISE TAX BOARD	FTB PE11/09 PD11/15	0010-2196	AP111824	7.73	PR2401023		00133114	11/21/2024

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	V000404		Garnishments W/H						
				Check Total:	**7.73**				
MW OH	FRAUD HOTLINE LLC V012949	REPORTING SERVICE	102020-6366 Web Based Service/Subcriptions	AP111824	250.00	8181		00133115	11/21/2024
				Check Total:	**250.00**				
MW OH	GILLIS, JOSEPH V008160	PD TRAINING MILEAGE REIMB	213041-6250 Staff Training	AP111824	69.00	GILLIES		00133116	11/21/2024
				Check Total:	**69.00**				
MW OH	GOLDEN STATE WATER V000928	AUG-SEP WATER CHARGES	800000-6335 Water	AP111824	1,249.72	110524		00133117	11/21/2024
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 Water	AP111824	8,775.24	110724		00133117	11/21/2024
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	296561-6335 Water	AP111824	915.25	110724		00133117	11/21/2024
				Check Total:	**10,940.21**				
MW OH	HALO CONFIDENTIAL V011712	OCT - PD BACKGROUND	103040-6290 Dept. Contract Services	AP111824	7,277.25	0241	P13460	00133118	11/21/2024
MW OH	HALO CONFIDENTIAL V011712	OCT - PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP111824	2,657.82	0242T	P13460	00133118	11/21/2024
				Check Total:	**9,935.07**				
MW OH	HAZ PARTY RENTALS V000462	HALOWEEN RENTAL: TABLE, CHAIRS	104071-6301 / 22401-6301 Special Department Expenses	AP111824	136.40	47791		00133119	11/21/2024
				Check Total:	**136.40**				
MW OH	HELPING OUR PETS V012275	9/25-27 K9 BOARDING - ENZO	103041-6148 K9 Expenses	AP111824	170.00	48911		00133120	11/21/2024
MW OH	HELPING OUR PETS V012275	10-5-6 K9 BOARDING - CHAMP	103041-6148 K9 Expenses	AP111824	85.00	49221		00133120	11/21/2024

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				Check Total:	**255.00**				
MW OH	IAFCI V012380	MEMBERSHIP - K. FLOOD	103042-6255 Dues & Memberships	AP111824	95.00	4762425		00133121	11/21/2024
				Check Total:	**95.00**				
MW OH	KHAN, ASAD V012915	PD TRAINING MILEAGE REIMB	213041-6250 Staff Training	AP111824	31.17	KHAN111324		00133122	11/21/2024
				Check Total:	**31.17**				
MW OH	KOLB, CIMINO V011873	S-200 CLASS - REIMBURSEMENT	103066-6250 Staff Training	AP111824	300.00	100424		00133123	11/21/2024
				Check Total:	**300.00**				
MW OH	KOSMONT TRANSACTIONS V011935	AUG- PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP111824	1,533.32	2307.6-016	P13569	00133124	11/21/2024
				Check Total:	**1,533.32**				
MW OH	KRONOS SAASHR INC. V012554	OCT - KRONOS SUBSCRIPTION	102020-6366 Web Based Service/Subcriptions	AP111824	6,607.54	12323703	P13581	00133125	11/21/2024
				Check Total:	**6,607.54**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RETURN	103041-6360 Uniforms	AP111824	-153.82	CM45048	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - HOCKMAN	103041-6360 Uniforms	AP111824	247.78	INV880490	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - LEMUS	103041-6360 Uniforms	AP111824	147.14	INV880503	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - LEMUS	103041-6360 Uniforms	AP111824	78.68	INV880751	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - LEE	103041-6360 Uniforms	AP111824	417.87	INV880890	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP111824	143.63	INV880896	P13512	00133126	11/21/2024

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MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP111824	206.83	INV880906	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - WADE	103041-6360 Uniforms	AP111824	244.21	INV880939	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EATON	103041-6360 Uniforms	AP111824	436.92	INV881340	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - LEE	103041-6360 Uniforms	AP111824	329.18	INV881342	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EILEY	103041-6360 Uniforms	AP111824	559.20	INV881578	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - ROMERO	103041-6360 Uniforms	AP111824	349.62	INV883170	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - HOCKMAN	103041-6360 Uniforms	AP111824	382.02	INV883671	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EILEY	103041-6360 Uniforms	AP111824	154.24	INV886004	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - ALCALA	103041-6360 Uniforms	AP111824	816.75	INV886915	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - OLDMAN	103041-6360 Uniforms	AP111824	138.13	INV887037	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - HERREN	103041-6360 Uniforms	AP111824	92.09	INV887127	P13512	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	BALLISTIC VESTS	103041-6360 / 50019-6360 Uniforms	AP111824	1,600.00	INV878788	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	BALLISTIC VESTS	103041-6360 Uniforms	AP111824	1,385.06	INV878788	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	BALLISTIC VESTS	103041-6360 Uniforms	AP111824	903.05	INV878806	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS	BALLISTIC VESTS	103041-6360 / 50019-6360	AP111824	903.05	INV879907	P13710	00133126	11/21/2024

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	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	BALLISTIC VESTS	103041-6360 Uniforms	AP111824	903.05	INV879908	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	BALLISTIC VESTS	103041-6360 / 50019-6360 Uniforms	AP111824	2,674.24	INV880334	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - RODRIGUEZ	763041-6360 Uniforms	AP111824	791.36	INV880790	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - COSME	763041-6360 Uniforms	AP111824	710.36	INV881239	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - ALTENBACK	763041-6360 Uniforms	AP111824	1,007.99	INV881240	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - SKULLR	763041-6360 Uniforms	AP111824	536.62	INV881250	P13710	00133126	11/21/2024
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - CARAIG	763041-6360 Uniforms	AP111824	152.77	INV881254	P13710	00133126	11/21/2024
				Check Total:	**16,158.02**				
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP111824	550.90	49994		00133127	11/21/2024
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP111824	1,396.40	50405		00133127	11/21/2024
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP111824	1,018.49	50650		00133127	11/21/2024
				Check Total:	**2,965.79**				
MW OH	LOPEZ, MILENA V012953	DAMAGE DEPOSIT REFUND R3939	104071-4385 Facility Rental	AP111824	111.00	2004279-002		00133128	11/21/2024
				Check Total:	**111.00**				
MW OH	LUM, JADEN V012955	2024 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP111824	100.00	LUM		00133129	11/21/2024

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				Check Total:	**100.00**				
MW OH	MARIACHI DIVAS INC V012403	TAMALE FESTIVAL - ENTERTAINER	104073-6265 Entertainment Services	AP111824	2,000.00	111924		00133130	11/21/2024
				Check Total:	**2,000.00**				
MW OH	MENDEZ, ANTHONY V012958	TAMALE FESTIVAL - ENTERTAINER	104073-6265 Entertainment Services	AP111824	1,700.00	111924		00133131	11/21/2024
				Check Total:	**1,700.00**				
MW OH	MIKE RAAHAUGES V010677	10/15 PISTOL RANGE	103043-6162 / 50055-6162 Range Training	AP111824	589.98	2025		00133132	11/21/2024
				Check Total:	**589.98**				
MW OH	MINUTEMAN PRESS- V007449	VETERANS POLE BANNERS	103040-6999 Other Expenditure	AP111824	4,525.09	40366	P13705	00133133	11/21/2024
MW OH	MINUTEMAN PRESS- V007449	VETERANS POLE BANNERS	0044-2082 Military Banners Program	AP111824	5,471.38	40366	P13705	00133133	11/21/2024
MW OH	MINUTEMAN PRESS- V007449	VETERANS POLE BANNERS	103040-4705 Donations & Contributions	AP111824	-5,471.38	40366	P13705	00133133	11/21/2024
				Check Total:	**4,525.09**				
MW OH	NEWPORT URGENT CARE INC V012761	10/24 SVS - DANIEL ZAVADIL	101512-6099 Professional Services	AP111824	150.00	4046643		00133134	11/21/2024
				Check Total:	**150.00**				
MW OH	ORANGE COUNTY V000699	OCEA PE11/09 PD11/15	0037-2176 PCEA/OCEA Assoc Dues	AP111824	0.10	PR2401023		00133135	11/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE11/09 PD11/15	0029-2176 PCEA/OCEA Assoc Dues	AP111824	0.25	PR2401023		00133135	11/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE11/09 PD11/15	0010-2176 PCEA/OCEA Assoc Dues	AP111824	585.91	PR2401023		00133135	11/21/2024
MW OH	ORANGE COUNTY V000699	OCEA PE11/09 PD11/15	0048-2176 PCEA/OCEA Assoc Dues	AP111824	1.24	PR2401023		00133135	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**587.50**				
MW OH	ORANGE COUNTY V011002	OCT CAPACITY FACILITY CHARGE	102532-4364 Sanitation Collect Fees	AP111824	-188.40	11012024		00133136	11/21/2024
MW OH	ORANGE COUNTY V011002	OCT CAPACITY FACILITY CHARGE	0044-2037 County Sanitation Dist Fee	AP111824	3,768.00	11012024		00133136	11/21/2024
				Check Total:	**3,579.60**				
MW OH	ORANGE COUNTY V007306	OCT 24 - PARKING CITATIONS	0044-2038 Parking Fines	AP111824	11,506.00	103124		00133137	11/21/2024
				Check Total:	**11,506.00**				
MW OH	PACIFIC EMBROIDERY V008348	PW SHIRTS EMBROIDERY	103550-6099 Professional Services	AP111824	40.00	94851		00133138	11/21/2024
				Check Total:	**40.00**				
MW OH	PARS V006999	SEP - ARS/PARS FEES	395083-6025 Third Party Administration	AP111824	498.02	56735		00133139	11/21/2024
				Check Total:	**498.02**				
MW OH	PBK-WLC ARCHITECTS V012022	OCT - ARCHITECT/ENG SVS	105213-6850 / 105213-6850 Building & Facilities	AP111824	8,928.50	000000000033	P13599	00133140	11/21/2024
				Check Total:	**8,928.50**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE11/09 PD11/15	0037-2176 PCEA/OCEA Assoc Dues	AP111824	0.01	PR2401023		00133141	11/21/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE11/09 PD11/15	0029-2176 PCEA/OCEA Assoc Dues	AP111824	0.02	PR2401023		00133141	11/21/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE11/09 PD11/15	0010-2176 PCEA/OCEA Assoc Dues	AP111824	50.62	PR2401023		00133141	11/21/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE11/09 PD11/15	0048-2176 PCEA/OCEA Assoc Dues	AP111824	0.11	PR2401023		00133141	11/21/2024
				Check Total:	**50.76**				
MW OH	PLACEWORKS	OCT CONSULTING SVS	749104-6017 / 749104-6017	AP111824	10,449.45	PLA-02.0-1	P13488	00133142	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012423		Special Studies						
MW OH	PLACEWORKS V012423	OCT SP-5 CORRIDOR PLAN	749505-6017 Special Studies	AP111824	5,499.08	PLA-03.0-1	P13577	00133142	11/21/2024
MW OH	PLACEWORKS V012423	SEP - SP-5 CORRIDOR - BALANCE	749505-6017 Special Studies	AP111824	10.00	PLA-03.0-	P13577	00133142	11/21/2024
				Check Total:	**15,958.53**				
MW OH	QUADIENT LEASING USA INC V011416	AUG-NOV POSTAGE MACHINE LEASE	109595-6175 Office Equipment Rental	AP111824	1,736.43	Q1565366	P13709	00133143	11/21/2024
				Check Total:	**1,736.43**				
MW OH	REVARD, TAYLOR V011038	PD TRAINING MILEAGE REIMB	213041-6250 Staff Training	AP111824	69.00	REVARD111324		00133144	11/21/2024
				Check Total:	**69.00**				
MW OH	RHA LANDSCAPE V011993	8/26-9/25 LA PLACITA PARKETTE	507911-6760 / 507911-6760 Infrastructure - Parks	AP111824	360.00	12156		00133145	11/21/2024
MW OH	RHA LANDSCAPE V011993	OCT - DOG PARK PROJECT	107510-6760 Infrastructure - Parks	AP111824	4,543.55	122044	P13667	00133145	11/21/2024
				Check Total:	**4,903.55**				
MW OH	SAGECREST PLANNING AND V010576	SEP -ENVIRONMENTAL INSPECTIONS	105213-6850 / 105213-6850 Building & Facilities	AP111824	416.08	4891	P13635	00133146	11/21/2024
				Check Total:	**416.08**				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	30-2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP111824	417.98	PR2401023		00133147	11/21/2024
				Check Total:	**417.98**				
MW OH	SDI PRESENCE LLC V012776	10/31 IT SERVICES	109402-6770 / 24902-6770 Infrastructure - Major Studies	AP111824	1,800.00	17534		00133148	11/21/2024
				Check Total:	**1,800.00**				
MW OH	SITEONE LANDSCAPE	PLANTS FOR ARROYO VERDE PARK	104055-6139	AP111824	82.82	146734946-001		00133149	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011004		Repair/Maint - Parks & Fields						
				Check Total:	**82.82**				
MW OH	SO CAL GAS V000909	SEP-OCT GAS CHARGES	109595-6340 Natural Gas	AP111824	335.53	102424		00133150	11/21/2024
				Check Total:	**335.53**				
MW OH	SO CAL LAND MAINTENANCE V011102	AERATION & FERTILIZE FIELDS	104078-6299 Other Purchased Services	AP111824	1,645.00	11444		00133151	11/21/2024
				Check Total:	**1,645.00**				
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	286560-6330 Electricity	AP111824	21,354.26	110724		00133152	11/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP111824	203.14	110724		00133152	11/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP111824	91.65	110724		00133152	11/21/2024
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 Electricity	AP111824	32,071.48	110724		00133152	11/21/2024
				Check Total:	**53,720.53**				
MW OH	T-MOBILE USA V009215	GPS LOCATE DR23-03784	103042-6290 Dept. Contract Services	AP111824	115.00	95852591805		00133153	11/21/2024
MW OH	T-MOBILE USA V009215	GPS LOCATE DR23-03784	103042-6290 Dept. Contract Services	AP111824	115.00	9585291806		00133153	11/21/2024
				Check Total:	**230.00**				
MW OH	THE SAUCE CREATIVE V007476	TAMALE FEST BILLBOARD AD	104078-6230 Printing & Binding	AP111824	35.00	7247		00133154	11/21/2024
MW OH	THE SAUCE CREATIVE V007476	YOUTH BASKETBALL FLYER UPDATE	104071-6230 / 79376-6230 Printing & Binding	AP111824	50.00	7253		00133154	11/21/2024
MW OH	THE SAUCE CREATIVE V007476	SR TRANSPORTATION FLYER	104071-6230 Printing & Binding	AP111824	35.00	8428		00133154	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	THE SAUCE CREATIVE V007476	PALM QTR PRINTING FALL 2024	104070-6230 Printing & Binding	AP111824	11,919.38	7118	P13706	00133154	11/21/2024
MW OH	THE SAUCE CREATIVE V007476	PALM QTR DESIGN FALL 2024	104071-6099 Professional Services	AP111824	6,000.00	7118	P13706	00133154	11/21/2024
				Check Total:	**18,039.38**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP111824	217.46	70770		00133155	11/21/2024
				Check Total:	**217.46**				
MW OH	THOMPSON, DANIEL J V011347	TREE LIGHTING - SANTA SVS	104071-6099 Professional Services	AP111824	575.00	120520241830		00133156	11/21/2024
				Check Total:	**575.00**				
MW OH	AGUILERA, FLOR V009962	STAFF UNIFORMS	104071-6360 Uniforms	AP111824	69.13	11837		00133157	11/21/2024
				Check Total:	**69.13**				
MW OH	TRUIST GOVERNMENTAL V012073	2021 GAS TAX REFUND	525525-6905 Principal/Bonds/COP's/Leases	AP111824	184,000.00	99050003460003-		00133158	11/21/2024
MW OH	TRUIST GOVERNMENTAL V012073	2021GAS TAX REFUNDING	525525-6915 Interest/Bonds/COP's/Leases	AP111824	18,917.25	99050003460003-		00133158	11/21/2024
				Check Total:	**202,917.25**				
MW OH	TUFFREE MIDDLE SCHOOL V007403	2024 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP111824	100.00	TMS111924		00133159	11/21/2024
				Check Total:	**100.00**				
MW OH	TURBO DATA SYSTEMS INC V001238	OCT - PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP111824	2,664.29	44202	P13487	00133160	11/21/2024
				Check Total:	**2,664.29**				
MW OH	UNIQUE PRINTING V010259	PD UNIFORM EMBROIDER SVS	103041-6360 Uniforms	AP111824	172.82	46339		00133161	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**172.82**				
MW OH	US BANK PARS #6746022400 V008781	PARS PE11/09 PD11/15	0010-2131 Employer PARS/ARS Payable	AP111824	2,085.84	PR2401023		00133162	11/21/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PE11/09 PD11/15	0010-2126 Employee PARS/ARS W/H	AP111824	2,085.84	PR2401023		00133162	11/21/2024
				Check Total:	**4,171.68**				
MW OH	VASQUEZ, KAREN V012919	DAMAGE DEPOSIT REFUND R3854	104071-4385 Facility Rental	AP111824	166.00	2004275.002		00133163	11/21/2024
				Check Total:	**166.00**				
MW OH	WORXTIME LLC V010256	9/1/24-8/31/25 ACA ANNUAL FEE	101512-6001 Management Consulting Servics	AP111824	4,690.34	2062121304		00133164	11/21/2024
				Check Total:	**4,690.34**				
MW OH	YORBA LINDA MIDDLE V012383	2024 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP111824	100.00	YLMS111924		00133165	11/21/2024
				Check Total:	**100.00**				
MW OH	YORBA LINDA WATER V001148	SEP-OCT WATER CHARGES	109595-6335 Water	AP111824	3,936.45	110724		00133166	11/21/2024
				Check Total:	**3,936.45**				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS - ENZO	103041-6148 K9 Expenses	AP111824	143.30	5438712131		00133167	11/21/2024
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS - ENZO	103041-6148 K9 Expenses	AP111824	62.17	5438714259		00133167	11/21/2024
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS - CHAMP	103041-6148 K9 Expenses	AP111824	1,346.37	5438714260		00133167	11/21/2024
				Check Total:	**1,551.84**				
				Type Total:	**1,015,026.34**				
				Check Total:	**1,015,026.34**				

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ACH Check Register
For 12/03/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	2,024,367.66				

Check Totals by ID	
AP	2,024,367.66
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	2,024,367.66

Fund Name	Check Totals by Fund
101-General Fund (0010)	655,236.78
231-Placentia Reg Nav Cent(0078)	2,780.57
265-Landscape Maintenance (0029)	555.92
275-Sewer Maintenance (0048)	3,903.74
302-Public Financing Autho(0082)	966,885.87
401-City Capital Projects (0033)	4,075.26
501-Refuse Administration (0037)	387,468.19
605-Risk Management (0040)	3,461.33
Check Total:	2,024,367.66

ACH Payroll Direct Deposit for 11/14/2024:	**682,652.42**
Electronic Disbursement Total:	**2,707,020.08**

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE10/26 PD11/01	0010-2189 Fire Association Dues	ACH111324	1,000.00	PR2401022		00019292	11/14/2024
				Check Total:	**1,000.00**				
MW OH	PLACENTIA POLICE V000839	PPFMA PE10/26 PD11/01	0010-2180 Police Mgmt Assn Dues	ACH111324	1,402.93	PR2401022		00019293	11/14/2024
				Check Total:	**1,402.93**				
MW OH	PLACENTIA POLICE V003519	PPOA PE10/26 PD11/01	0078-2178 Placentia Police Assoc Dues	ACH111324	47.66	PR2401022		00019294	11/14/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE10/26 PD11/01	0010-2178 Placentia Police Assoc Dues	ACH111324	3,201.66	PR2401022		00019294	11/14/2024
				Check Total:	**3,249.32**				
MW OH	REPUBLIC WASTE SERVICES V007205	SEP - REFUSE COLLECTION SVS	374386-6101 Disposal	ACH111324	384,939.84	676-005735142	P13623	00019295	11/14/2024
				Check Total:	**384,939.84**				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE10/26 PD11/01	0010-2196 Garnishments W/H	ACH111424	1,812.44	PR2401022		00019296	11/14/2024
				Check Total:	**1,812.44**				
MW OH	EMPLOYMENT V010052	PE10/26 PD11/01	0078-2135 Calif Income Tax W/H	ACH111424	277.37	PR2401022		00019297	11/14/2024
MW OH	EMPLOYMENT V010052	PE10/26 PD11/01	0048-2135 Calif Income Tax W/H	ACH111424	417.12	PR2401022		00019297	11/14/2024
MW OH	EMPLOYMENT V010052	PE10/26 PD11/01	0040-2135 Calif Income Tax W/H	ACH111424	344.08	PR2401022		00019297	11/14/2024
MW OH	EMPLOYMENT V010052	PE10/26 PD11/01	0037-2135 Calif Income Tax W/H	ACH111424	255.40	PR2401022		00019297	11/14/2024
MW OH	EMPLOYMENT V010052	PE10/26 PD11/01	0033-2135 Calif Income Tax W/H	ACH111424	491.53	PR2401022		00019297	11/14/2024
MW OH	EMPLOYMENT	PE10/26 PD11/01	0029-2135	ACH111424	94.45	PR2401022		00019297	11/14/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	PE10/26 PD11/01	0010-2135 Calif Income Tax W/H	ACH111424	40,464.82	PR2401022		00019297	11/14/2024
				Check Total:	**42,344.77**				
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0029-2120 Employer Medicare Payable	ACH111424	32.31	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0033-2120 Employer Medicare Payable	ACH111424	112.84	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0048-2120 Employer Medicare Payable	ACH111424	149.55	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0078-2120 Employer Medicare Payable	ACH111424	69.34	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0010-2120 Employer Medicare Payable	ACH111424	13,457.84	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0010-2125 Employee Social Sec W/H	ACH111424	37.00	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0040-2110 Federal Income Tax W/H	ACH111424	475.36	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0048-2110 Federal Income Tax W/H	ACH111424	1,033.07	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0037-2110 Federal Income Tax W/H	ACH111424	643.50	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0029-2110 Federal Income Tax W/H	ACH111424	87.21	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0078-2110 Federal Income Tax W/H	ACH111424	841.26	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0010-2110 Federal Income Tax W/H	ACH111424	98,361.18	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE	FED TAX PE10/26 PD11/01	0033-2110	ACH111424	1,447.24	PR2401022		00019298	11/14/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0010-2115 Employee Medicare W/H	ACH111424	13,882.29	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0033-2115 Employee Medicare W/H	ACH111424	112.84	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0029-2115 Employee Medicare W/H	ACH111424	32.74	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0078-2115 Employee Medicare W/H	ACH111424	69.34	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0037-2115 Employee Medicare W/H	ACH111424	91.47	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0048-2115 Employee Medicare W/H	ACH111424	156.00	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0040-2115 Employee Medicare W/H	ACH111424	85.23	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0040-2120 Employer Medicare Payable	ACH111424	85.23	PR2401022		00019298	11/14/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE10/26 PD11/01	0037-2120 Employer Medicare Payable	ACH111424	80.44	PR2401022		00019298	11/14/2024
				Check Total:	**131,343.28**				
MW OH	MISSION SQUARE 100091 V012393	401A PE10/26 PD11/01	0010-2170 Deferred Comp Payable - ICMA	ACH111424	2,673.89	PR2401022		00019299	11/14/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE10/26 PD11/01	0029-2170 Deferred Comp Payable - ICMA	ACH111424	9.62	PR2401022		00019299	11/14/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE10/26 PD11/01	0033-2170 Deferred Comp Payable - ICMA	ACH111424	244.29	PR2401022		00019299	11/14/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE10/26 PD11/01	0037-2170 Deferred Comp Payable - ICMA	ACH111424	243.62	PR2401022		00019299	11/14/2024
MW OH	MISSION SQUARE 100091	401A PE10/26 PD11/01	0048-2170	ACH111424	152.23	PR2401022		00019299	11/14/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012393		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 100091 V012393	401A PE10/26 PD11/01	0010-2170 Deferred Comp Payable - ICMA	ACH111424	11,258.31	PR2401022A		00019299	11/14/2024
				Check Total:	**14,581.96**				
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0037-2170 Deferred Comp Payable - ICMA	ACH111424	121.29	301387-PY2424		00019300	11/14/2024
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0040-2170 Deferred Comp Payable - ICMA	ACH111424	300.00	301387-PY2424		00019300	11/14/2024
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0048-2170 Deferred Comp Payable - ICMA	ACH111424	182.39	301387-PY2424		00019300	11/14/2024
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0078-2170 Deferred Comp Payable - ICMA	ACH111424	62.06	301387-PY2424		00019300	11/14/2024
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0010-2170 Deferred Comp Payable - ICMA	ACH111424	32,277.86	301387-PY2424		00019300	11/14/2024
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0029-2170 Deferred Comp Payable - ICMA	ACH111424	3.50	301387-PY2424		00019300	11/14/2024
MW OH	MISSION SQUARE 301387 V012394	PE10/26 PD11/01	0033-2170 Deferred Comp Payable - ICMA	ACH111424	240.64	301387-PY2424		00019300	11/14/2024
				Check Total:	**33,187.74**				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE10/26 PD 11/1	0010-2196 Garnishments W/H	ACH111424	823.09	PR2401022		00019301	11/14/2024
				Check Total:	**823.09**				
MW OH	INFRASTRUCTURE V011245	OCT BLDG & SAFETY PLAN CHECK	102532-6290 Dept. Contract Services	EFT111924	16,215.00	460371	P13579	00019302	11/21/2024
				Check Total:	**16,215.00**				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE11/09 PD11/15	0010-2189 Fire Association Dues	EFT111924	1,000.00	PR2401023		00019303	11/21/2024
				Check Total:	**1,000.00**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA POLICE V000839	PPFMA PE11/09 PD11/15	0010-2180 Police Mgmt Assn Dues	EFT111924	1,402.93	PR2401023		00019304	11/21/2024
				Check Total:	**1,402.93**				
MW OH	PLACENTIA POLICE V003519	PPOA PE11/09 PD11/15	0010-2178 Placentia Police Assoc Dues	EFT111924	3,239.40	PR2401023		00019305	11/21/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE11/09 PD11/15	0078-2178 Placentia Police Assoc Dues	EFT111924	9.92	PR2401023		00019305	11/21/2024
				Check Total:	**3,249.32**				
MW OH	US BANK ST PAUL V010025	2020A PENSION BONDS	0082-1150 Cash w/Fiscal Agent	EFT111924	966,885.87	2702540		00019306	11/21/2024
				Check Total:	**966,885.87**				
MW OH	CALIFORNIA PUBLIC V006234	DEC - FIRE UAL	105525-6906 CalPERS-Fire Term. Principal	ACH111924	31,407.94	DEC-24		00019307	11/21/2024
MW OH	CALIFORNIA PUBLIC V006234	DEC - FIRE UAL	105525-6916 CalPERS-Fire Term Interest	ACH111924	256.02	DEC-24		00019307	11/21/2024
				Check Total:	**31,663.96**				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE11/09 PD11/15	0010-2196 Garnishments W/H	ACH111924	823.09	PR2401023		00019308	11/21/2024
				Check Total:	**823.09**				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0040-2140 Employee PERS W/H	ACH111924	880.58	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0048-2140 Employee PERS W/H	ACH111924	1,624.20	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0078-2140 Employee PERS W/H	ACH111924	1,208.74	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0029-2140 Employee PERS W/H	ACH111924	280.19	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC	PERS PE9/28 PD10/4	0033-2140	ACH111924	1,141.91	PR2401022		00019309	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0037-2140 Employee PERS W/H	ACH111924	917.59	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0010-2140 Employee PERS W/H	ACH111924	143,409.18	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0010-2145 Employee PERS Payback W/H	ACH111924	233.65	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0029-2145 Employee PERS Payback W/H	ACH111924	2.59	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0048-2145 Employee PERS Payback W/H	ACH111924	4.40	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0037-2145 Employee PERS Payback W/H	ACH111924	18.11	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0037-2150 Survivor Benefit Package	ACH111924	1.04	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0048-2150 Survivor Benefit Package	ACH111924	2.40	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0078-2150 Survivor Benefit Package	ACH111924	0.84	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0040-2150 Survivor Benefit Package	ACH111924	0.93	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0029-2150 Survivor Benefit Package	ACH111924	0.65	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0033-2150 Survivor Benefit Package	ACH111924	1.25	PR2401022		00019309	11/21/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE9/28 PD10/4	0010-2150 Survivor Benefit Package	ACH111924	153.27	PR2401022		00019309	11/21/2024
				Check Total:	**149,881.52**				
MW OH	CALIFORNIA STATE	CA CHILD SUPP PE11/09 PD11/15	0010-2196	ACH111924	1,812.44	PR2401023		00019310	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
				Check Total:	**1,812.44**				
MW OH	EMPLOYMENT V010052	STATE TAX -FINAL CK 06.14.2024	0010-2135 Calif Income Tax W/H	ACH111924	636.00	241023S		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	STATE TAX -FINAL CK 06.14.2024	0010-2135 Calif Income Tax W/H	ACH111924	19.07	241024S		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/15	0010-2135 Calif Income Tax W/H	ACH111924	41,402.36	PR2401023		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/16	0029-2135 Calif Income Tax W/H	ACH111924	3.65	PR2401023		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/15	0033-2135 Calif Income Tax W/H	ACH111924	57.83	PR2401023		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/15	0037-2135 Calif Income Tax W/H	ACH111924	29.51	PR2401023		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/15	0040-2135 Calif Income Tax W/H	ACH111924	344.08	PR2401023		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/15	0048-2135 Calif Income Tax W/H	ACH111924	37.25	PR2401023		00019311	11/21/2024
MW OH	EMPLOYMENT V010052	PE11/09 PD11/15	0078-2135 Calif Income Tax W/H	ACH111924	38.41	PR2401023		00019311	11/21/2024
				Check Total:	**42,568.16**				
MW OH	INTERNAL REVENUE V010054	FED TAX -FINAL CK 06.14.2024	0010-2120 Employer Medicare Payable	ACH111924	4,596.79	2401023S		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX -FINAL CK 06.14.2024	0010-2115 Employee Medicare W/H	ACH111924	7,449.97	2401023S		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX -FINAL CK 06.14.2024	0010-2110 Federal Income Tax W/H	ACH111924	1,647.00	2401023S		00019312	11/21/2024
MW OH	INTERNAL REVENUE	FED TAX -FINAL CK 06.14.2024	0010-2110	ACH111924	62.73	2401024S		00019312	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX -FINAL CK 06.14.2024	0010-2115 Employee Medicare W/H	ACH111924	29.66	2401024S		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX -FINAL CK 06.14.2024	0010-2120 Employer Medicare Payable	ACH111924	29.66	2401024S		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0033-2115 Employee Medicare W/H	ACH111924	11.85	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0029-2115 Employee Medicare W/H	ACH111924	1.26	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0010-2115 Employee Medicare W/H	ACH111924	14,506.12	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0048-2115 Employee Medicare W/H	ACH111924	12.59	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0040-2115 Employee Medicare W/H	ACH111924	85.24	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0037-2115 Employee Medicare W/H	ACH111924	9.34	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0037-2120 Employer Medicare Payable	ACH111924	8.51	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0029-2120 Employer Medicare Payable	ACH111924	1.19	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0048-2120 Employer Medicare Payable	ACH111924	12.24	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0033-2120 Employer Medicare Payable	ACH111924	11.85	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0078-2120 Employer Medicare Payable	ACH111924	10.02	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0040-2120 Employer Medicare Payable	ACH111924	85.24	PR2401023		00019312	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0010-2120 Employer Medicare Payable	ACH111924	13,854.12	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0010-2110 Federal Income Tax W/H	ACH111924	101,624.68	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0078-2110 Federal Income Tax W/H	ACH111924	130.34	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0029-2110 Federal Income Tax W/H	ACH111924	4.90	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0033-2110 Federal Income Tax W/H	ACH111924	170.78	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0037-2110 Federal Income Tax W/H	ACH111924	71.15	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0040-2110 Federal Income Tax W/H	ACH111924	475.36	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0048-2110 Federal Income Tax W/H	ACH111924	94.04	PR2401023		00019312	11/21/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/09 PD11/15	0078-2115 Employee Medicare W/H	ACH111924	10.02	PR2401023		00019312	11/21/2024
				Check Total:	**145,006.65**				
MW OH	MISSION SQUARE 100091 V012393	401A PE11/09 PD11/15	0029-2170 Deferred Comp Payable - ICMA	ACH111924	1.32	PR2401023		00019313	11/21/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE11/09 PD11/15	0033-2170 Deferred Comp Payable - ICMA	ACH111924	30.34	PR2401023		00019313	11/21/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE11/09 PD11/15	0037-2170 Deferred Comp Payable - ICMA	ACH111924	25.85	PR2401023		00019313	11/21/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE11/09 PD11/15	0048-2170 Deferred Comp Payable - ICMA	ACH111924	14.18	PR2401023		00019313	11/21/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE11/09 PD11/15	0010-2170 Deferred Comp Payable - ICMA	ACH111924	3,255.28	PR2401023		00019313	11/21/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MISSION SQUARE 100091 V012393	401A PE11/09 PD11/15	0010-2170 Deferred Comp Payable - ICMA	ACH111924	11,258.31	PR2401023B		00019313	11/21/2024
				Check Total:	**14,585.28**				
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0029-2170 Deferred Comp Payable - ICMA	ACH111924	0.34	301387-PY2423		00019314	11/21/2024
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0033-2170 Deferred Comp Payable - ICMA	ACH111924	0.07	301387-PY2423		00019314	11/21/2024
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0037-2170 Deferred Comp Payable - ICMA	ACH111924	11.53	301387-PY2423		00019314	11/21/2024
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0040-2170 Deferred Comp Payable - ICMA	ACH111924	300.00	301387-PY2423		00019314	11/21/2024
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0048-2170 Deferred Comp Payable - ICMA	ACH111924	12.08	301387-PY2423		00019314	11/21/2024
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0078-2170 Deferred Comp Payable - ICMA	ACH111924	5.25	301387-PY2423		00019314	11/21/2024
MW OH	MISSION SQUARE 301387 V012394	PE11/09 PD11/15	0010-2170 Deferred Comp Payable - ICMA	ACH111924	34,258.80	301387-PY2423		00019314	11/21/2024
				Check Total:	**34,588.07**				
				Type Total:	**2,024,367.66**				
				Check Total:	**2,024,367.66**				

Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

Subject:

Approval of Specifications and Award of Construction Contract to Roy Allan Slurry Seal, Inc. for the Fiscal Year 2023-24 Residential Streets Slurry Seal Project

Financial Impact:

Fiscal Impact:

Expense:	$2,152,611.17	Construction Contract Amount
	$ 215,261.12	Construction Contingency Amount
	$ 80,000.00	Construction Inspection Costs
	$2,447,872.29	Total Construction Costs

Budgeted:	$2,447,872.29	Total Project Funds
	$1,047,539.56	FY 24-25 CIP Budget: Measure U Funds from FY 23-24 Arterial Street Rehabilitation Project (Resolution R-2024-73)
	$ 460,000.00	FY 24-25 CIP Budget: Measure U Funds from McFadden Park Playground Renovation Project (Resolution R-2024-73)
	$ 249,953.50	FY 24-25 CIP Budget: Measure U Funds from Wayfinding Signs Residential Project (Resolution R-2024-73)
	$ 404,982.97	FY 24-25 CIP Budget: Measure U Funds from Tynes Gym Roof Replacement Project (Resolution R-2024-73)
	$ 275,396.76	FY 24-25 CIP Budget: SB 1/RMRA Funds from Street Name Replacement Project (Resolution R-2024-73)
	$ 10,000.00	City of Anaheim's Project Share (Resolution R-2024-73)

Summary:

The scope of work for the Fiscal Year (FY) 2023-24 Residential Streets Slurry Seal Project entails the rehabilitation of multiple residential streets totaling 1.9 million square feet of roadways. In general, the work consists of the application of slurry seal, constructing asphalt-rubber aggregate membrane (ARAM) System I, full depth reconstruction, localized pavement reconstruction, concrete curb and gutter replacement, protecting existing utilities, installing signing, striping, markings, and pavement legends. A location map is provided as Attachment No. 3.

The City solicited competitive bids for the project and a total of four (4) bids were received for this project on October 31, 2024. These bids consisted of five (5) portions: Bid "A" + Additive Bid "B" + Additive Bid "C" + Additive Bid "D" + Additive Bid "E". The total of Bid "A" and Additive Bid "B" was used as the basis in determining the low bid for this project and consists of the application of slurry seal and ARAM System 1. The low bid received from Roy Allan

Slurry Seal, Inc. (Roy Allan) was found to be the lowest responsive and responsible bid received.

At the November 19, 2024, Council Meeting, Staff was provided with direction to remove the "CoolSeal" product from the scope of work and source additional funding sources to supplement the additional scope of performing full depth pavement construction in Group 4 residential streets. Proceeding with this direction, Staff recommends that City Council award a construction contract to Roy Allan in the amount of $2,152,611.17, which includes Bid “A”, Additive Bid “D” and Additive Bid "E”. Additive Bid "D" includes Full Depth Reconstruction to the streets in the Group 4 area. Additive Bid "E" includes paving the Whitten Center Parking Lot.

In addition to the construction cost, a ten percent (10%) construction contingency amount of $215,261.12 is provided to cover any unforeseen conditions found during construction. The total construction contract cost, including contingency, amounts to $2,367,872.29.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve the Engineered Specifications prepared by NV5 Inc. for the FY 2023-24 Residential Streets Slurry Seal Project; and
2. Approve a Public Works Agreement with Roy Allan Slurry Seal, Inc., for the FY 2023-24 Street Rehabilitation Project in the amount of $2,152,611.17; and
3. Reject all other bids received and authorize return of the bid bonds; and
4. Authorize the Acting City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $215,261.12, for a total construction contract not-to-exceed amount of $2,367,872.29; and
5. Approve a Cooperative Agreement with the City of Anaheim for the construction cost for Anaheim’s fair share of roadway rehabilitation that is estimated to be $10,000, with the final cost to be based at actual construction completion; and
6. Approve a purchase order with Bowman Company to provide construction inspection and material testing services for a not-to-exceed amount of $80,000; and
7. Adopt Resolution No. R-2024-73, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
8. Authorize the Acting City Administrator and/or her designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 5 and Objective 5.8, Implement the 2022 Pavement Management Plan Report to prioritize streets and roads.

Discussion:
The scope of work for the Fiscal Year (FY) 2023-24 Residential Streets Slurry Seal Project entails the rehabilitation of multiple residential streets totaling 1.9 million square feet of roadways. In general, the work consists of the application of slurry seal, constructing asphalt-rubber aggregate membrane (ARAM) System I, full depth reconstruction, localized pavement reconstruction, concrete curb and gutter replacement, protecting existing utilities, installing signing, striping, markings, and pavement legends. A location map is provided as Attachment

No. 3.

A portion of work is within the City of Anaheim, and in an effort to further collaboration between both agencies Staff is recommending entering into a cooperation agreement. The City of Anaheim would be responsible for reimbursing Placentia for an amount not to exceed $10,000 dollars.

On October 31, 2024, the City received four (4) bids from contractors to construct the project. The following table provides the total bid amounts received from each contractor:

Contractor	**Bid Amount**
Roy Allan Slurry Seal	$2,152,611.17
Pavement Coatings Co.	$2,426,029.50
American Asphalt South, Inc.	$2,560,652.50
All American Asphalt	$2,564,146.00

These bids consisted of five (5) portions: Bid “A” + Additive Bid “B” + Additive Bid “C” + Additive Bid “D” + Additive Bid “E”. The total of Bid “A” and Additive Bid “B” was used as the basis in determining the low bid for this project and consists of the application of slurry seal, ARAM System 1, and localized full depth pavement reconstruction. ARAM System 1 consists of the application of an asphalt rubber binder, followed by placement of hot pre-coated aggregate which is then followed by the application of a Type II slurry seal. The low bid received from Roy Allan was found to be the lowest responsive and responsible bid received.

At the November 19, 2024, Council Meeting, Staff was provided with direction to remove the "CoolSeal" product from the scope of work and source additional funding sources to supplement the additional scope of performing full depth pavement construction in Group 4 residential streets. Proceeding with this direction Staff recommends that City Council award a construction contract to Roy Allan in the amount of $2,152,611.17, which includes Bid “A”, Additive Bid “D” and Additive Bid "E". Additive Bid "D" includes Full Depth Reconstruction to the streets in the Group 4 area. Additive Bid "E" includes paving the Whitten Center Parking Lot. Group 4 consists of the streets Hudson, Roanoke, Willamette, Susquehanna, and Little Big Horn.

A component of this project requires the allocation of funding for inspection and material testing services. The City requested four quotes from its on-call list of construction management and inspection consultants. The following table provides the total bid amounts received from each consultant.

Consultant	**Quote**
Ardurra Group	$145,717
Berg & Associates	$147,804
Bowman Company	$ 73,375
Z&K Consultants	$ 83,120

After reviewing the quotes, it was determined that Bowman Company submitted the most favorable proposal, and Staff recommends approving a purchase order in the amount of $73,375 with approximately 10% contingency, for a not-to-exceed amount of $80,000 for

inspection and material testing services.

Fiscal Impact Summary:
The total construction cost for the FY 2023-24 Residential Streets Slurry Seal Project amounts to $2,447,872.29. This cost consists of the bid amount submitted by Roy Allan in the amount of $2,152,611.17, a construction contingency in the amount of $215,261.12, and a construction inspection and material testing purchase order with Bowman Company in the amount of $80,000.

Funding for this project is supported by numerous sources as outlined below:

Funding Source	Amount
FY 24-25 Measure U Funds from FY 2023-24 Arterial Street Rehabilitation Project (Resolution R-2024-73)	$1,047,539.56
FY 24-25 Measure U Funds from McFadden Park Playground Renovation Project (Resolution R-2024-73)	$ 460,000.00
FY 24-25 Measure U Funds from Wayfinding Signs - Residential Project (Resolution R-2024-73)	$ 249,953.50
FY 24-25 Measure U Funds from Tynes Gym Roof Replacement Project (Resolution R-2024-73)	$ 404,982.47
FY 24-25 SB 1/Gas Tax Funds from Street Name Replacement Project (Resolution R-2024-73)	$ 275,396.76
Total	**$2,437,872.29**

Reimbursements	Amount
City of Anaheim's Project Share (Resolution R-2024-73)	$10,000.00
Total Reimbursements	**$10,000.00**

Staff is recommending Resolution R-2024-73 to appropriate $460,000 from the existing McFadden Park Playground Renovation Project, $249,953.50 from the existing Residential Wayfinding Signs Project, $404,982.47 from the Tynes Gym Roof Replacement Project and $275,396.76 from the Street Name Replacement Project to support the cost of the proposed project. The McFadden Park Playground Renovation Project was able to utilize existing grant funding so this reallocation will not affect its delivery. In addition, the proposed resolution will appropriate $10,000 in funding agency cost-share reimbursement from the City of Anaheim for this project and $51,300 from Golden State Water Company as reimbursement for the FY 2023-24 Arterial Street Rehabilitation Project. This reimbursement was not considered in the previous Council action with the award of the construction contract for the FY 2023-24 Arterial Street Rehabilitation Project. As such, this reimbursement is included in the attached resolution with a corresponding reduction in Measure U Funds for the FY 2023-24 Arterial Street Rehabilitation Project and increase in the contribution from Measure U Funds for the FY 2023-24 Residential Streets Slurry Seal Project to provide sufficient funding for the

recommended actions.

Attachments
Attachment 1 - Budget Amendment Resolution No. R-2024-73 - FY 23-24 Residential Street Project
Attachment 2 - Residential Slurry Public Works Agreement.pdf
Attachment 3 - Location Map.pdf
Attachment 4 - Anaheim Coop.pdf

RESOLUTION NO. R-2024-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2024-38, is hereby amended to adjust the following accounts as specified below:

Fund	Description	Department	GL Account	Amount	Type
Measure U Fund	Infrastructure – Parks (McFadden Park Playground Renovation Project)	Community Services	797504-6760	$460,000.00	Decrease
Measure U Fund	Infrastructure – Traffic (Wayfinding Signs – Residential Streets Project)	Public Works	792505-6741	$249,953.50	Decrease

Measure U Fund	Buildings & Facilities (Tynes Gym Roof Replacement Project)	Community Services	795510-6850	$404,982.47	Decrease
Measure U Fund	Infrastructure - Streets (FY 23-24 Arterial Street Rehabilitation Project)	Public Works	796098-6740	$1,047,539.56	Decrease
Measure U Fund	Infrastructure – Streets (FY 23-24 Residential Slurry Seal Project)	Public Works	791506-6740	$2,162,475.53	Increase
SB 1/RMRA Fund	Infrastructure – Streets (Street Name Replacement Project)	Public Works	601509-6740	$275,396.76	Decrease
SB 1/RMRA Fund	Infrastructure – Streets (FY 23-24 Residential Slurry Seal Project)	Public Works	601506-6740	$275,396.76	Increase
City Capital Projects Fund	City of Anaheim Reimbursement	Public Works	331506-4710	$10,000.00	Revenue
City Capital Projects Fund	Infrastructure – Streets (FY 23-24 Residential Slurry Seal Project)	Public Works	331506-6740	$10,000.00	Expense
Capital Project Fund	Golden State Water Company Reimbursement	Public Works	336098-4710	$51,300.00	Revenue
Capital Project Fund	Infrastructure - Streets (FY 23-24 Arterial Street Rehabilitation Project)	Public Works	336098-6740	$51,300.00	Expense

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR THE
FY 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT

THIS AGREEMENT (herein "Agreement") is made and entered into this 3rd day of December 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and ROY ALLEN SLURRY SEAL INC. (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

A. WHEREAS, City requires the construction of residential street improvements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

(a) Contractor. Contractor shall mean Roy Allen Slurry Seal Inc. a (California corporation, partnership, individual) located at 12643 Emmens Way Santa Fe Springs, CA 90670.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State, or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E".

2.4 Licenses, Permits, Fees, and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors, and their employees, in the performance of Contractor's work under this Agreement, shall be responsible for exercising the

degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved

by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of two million one hundred and fifty two thousand six hundred and eleven dollars and seventeen cents ($2,152,611.17) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 3, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Roy Allen Slurry Seal Inc.
ATTN: Lawrence Allen
12643 Emmens Way
Santa Fe Springs, CA 90670

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability, and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Contractor, its subcontractors, agents, or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, subcontractors, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents, or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement, including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

The City of Placentia, its officers, officials, employees, agents, and volunteers shall be named as additional insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies

the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, and hold free and harmless the City of Placentia, its officers, officials, employees, agents, and volunteers, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising or alleged to arise out of or in any way connected with the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the

City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, and only if they are of a Financial Size Category Class VII or larger, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Project Manager and Risk Manager determine that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Project Manager provided that the Contractor shall have the right to appeal a determination of increased coverage by the Project Manager to the City Council of City within ten (10) days of receipt of notice from the Project Manager.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Four Thousand Two Hundred Dollars ($4,200.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or Schedule of Performance (Exhibit "B"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the U.S. Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870
Attn. Gabriel Guerrero:

To Contractor: Roy Allen Slurry Seal Inc.
ATTN: Lawrence Allen
12643 Emmens Way
Santa Fe Springs, CA 90670

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Contractor pursuant to this Agreement.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this

Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer

contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances, and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances, and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums, or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation

as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates, and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

_____ Date: 11/26/24
Signature

Lawrence Allan / President
Name and Title

95-3297484
Social Security or Taxpayer ID Number

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Gabriel Guerrero-Gabany, Senior Civil Engineer

DEPARTMENTAL APPROVAL:

_____ Date: _____
Chris Tanio, Director of Public Works

EXHIBIT A

SCOPE OF SERVICES

The general items of work consist of: Slurry Seal, Surface Preparation and Crack Seal, construct ARAM System I, construct full depth pavement reconstruction, curb and gutter, protecting existing utilities, signing, striping, markings, pavement legends and such other items or details, not mentioned above, that are required to complete the project

EXHIBIT B

SCHEDULE OF PERFORMANCE

The scope of work shall be completed within 50 working days from the Notice to Proceed

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT C

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: $2,000,000.00 per occurrence; $4,000,000.00 general aggregate; $4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a "separation of insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors' warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
  1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed certificate of insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

2. Business Automobile Liability Insurance

- Minimum Limit: $2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
  2. Properly completed certificate of insurance.

3. Workers' Compensation & Employer's Liability Insurance

- Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer's liability with limits of $1,000,000.00 per accident; $1,000,000.00 disease per employee; $1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against City.
- Required evidence of coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed certificate of insurance.

4. Contractor's Pollution Liability Insurance

- Minimum Limits: $2,000,000.00 per pollution incident; $2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
  1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
  2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
  3. Properly completed certificate of insurance.

5. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

6. Standards for Insurance Companies

- All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The certificate of insurance shall include the following reference: FY 2023-24 Residential Streets Slurry Seal Project
2. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.
3. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
4. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional

insured on insurance required from subcontractors.

5. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.
6. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.
7. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.
8. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.
9. Current evidence of coverage shall be provided for the entire required period of insurance.
10. Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southwest Partners Insurance Services, LLC 18952 MacArthur Blvd., Suite #300 Irvine, CA 92612 www.patrisk.com 0K07568	**CONTACT NAME:** Annette Romero **PHONE (A/C, No, Ext):** 949-486-7904 **FAX (A/C, No):** **E-MAIL ADDRESS:** aromero@patrisk.com
INSURED Roy Allan Slurry Seal, Inc. 12643 Emmens Way, Suite 'A' Santa Fe Springs CA 90670	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Indemnity Company of Connecticut 25682 **INSURER B :** Travelers Property Casualty Co of America 25674 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 82705029 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR ✓ GL ded $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	DT22-CO-3S422962-TCT-24	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	810-3S280586-24-26-G	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ✓ RETENTION $ 10,000	✓	✓	CUP-3S426186-24-26	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	✓	UB-5Y063159-24-26-G	7/1/2024	7/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equipment			DT22-CO-3S422962-TCT-24	7/1/2024	7/1/2025	Limit $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Fiscal Year 2023-24 Residential - Slurry Seal Project
City of Placentia, its officers, officials, employees, agents, and volunteers are named as additional insureds, coverage includes Primary and Non-contributory and Waiver of subrogation applies and in favor of the additional insureds per endorsements attached as required by written contract. *Excess/Umbrella Liability follows form.
*30-day notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Avenue
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dave Jacobson

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COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section IV – Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

      (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

   b. This insurance applies to "bodily injury" and "property damage" only if:

      (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

      (2) The "bodily injury" or "property damage" occurs during the policy period; and

      (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

   c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

   d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

      (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

      (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

      (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. **Exclusions**

This insurance does not apply to:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. **Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. **Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an Insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section I – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

      Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage C;
   b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage A; and
   b. Medical expenses under Coverage C;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section II – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as described in Paragraphs a. and b. below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below, except when Paragraph d. below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph 4. of Section II – Who Is An Insured, except when Paragraph d. below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II – Who Is An Insured, except when Paragraph d. below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
      (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

    b. A sidetrack agreement;

    c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph f. does not include that part of any contract or agreement:

    (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

    (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

    (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

    a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

    b. While it is in or on an aircraft, watercraft or "auto"; or

    c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

    but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

    a. Means:

        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

            (a) You;

            (b) Others trading under your name; or

            (c) A person or organization whose business or assets you have acquired; and

        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

        (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

    a. Means:

        (1) Work or operations performed by you or on your behalf; and

        (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes:

        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

        (2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries
B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
C. Incidental Medical Malpractice
D. Blanket Waiver Of Subrogation
E. Contractual Liability – Railroads
F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE:**

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **e.** in Paragraph **B.7., Policy Term, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its

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territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2024 Policy No. UB-5Y063159-24-26-G Endorsement No.

Insured Roy Allan Slurry Seal, Inc. Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: **ST ASSIGN:**

RESIDENTIAL REHABILITATION PROJECT FY 2023-24

Public Works Department

Updated in November 2024

Project Area/Streets

Fiscal Years : 2023-2024
Total Sq. Ft : ~1,900,000

This map is for general reference only and may not reflect recent changes or improvements. The Public Works staff should be consulted for the most current information.

Development Services Department, Planning Division, GIS

9

AGR-15084

ORIGINAL

PORTION OF LA JOLLA STREET COOPERATIVE AGREEMENT BETWEEN CITY OF PLACENTIA AND CITY OF ANAHEIM FOR FUNDING AND CONSTRUCTION OF THE FY 2023-2024 RESIDENTIAL STREETS SLURRY SEAL PROJECT

This COOPERATIVE AGREEMENT ("Agreement") is made and entered into this 29th day of Oct., 2024, by and between the CITY OF PLACENTIA ("Placentia"), a municipal corporation and charter city, and the CITY OF ANAHEIM ("Anaheim"), a municipal corporation and charter city (the "Parties").

RECITALS

A. La Jolla Street is an existing two-lane collector street located on the border of Anaheim and Placentia, laying partially in Anaheim and partially in Placentia, as shown in the Project Location Map attached as Exhibit "A" and incorporated herein by reference. La Jolla Street runs generally in a west-east direction.

B. The Parties agree that La Jolla Street is in need of preservation, for portions located in Anaheim as well as in Placentia (the "Project").

C. Project improvements will include: 1) Mobilization 2) Traffic Control and Public Safety; 3) Best Management Practices; 4) Tire Rubber Modified Slurry Seal (TRMSS) Type II; 5) Construct 3/8" Asphalt Rubberized Aggregate Membrane and may include: 7) Construct 3/4" AC Leveling Course; 8) 5' Variable Depth Edge Grind

D. Anaheim has reviewed the estimate for the project and agrees with the scope of the work to be performed in Anaheim on La Jolla Street as well as the estimated costs for their share of the Project in Anaheim. The estimate for that portion of work to be performed in Anaheim, is attached as Exhibit "B" and incorporated herein by reference.

E. The Parties agree that Placentia shall take the lead in managing the Project and that Anaheim shall reimburse Placentia for that portion of the work within Anaheim according to the provisions set forth herein.

F. Each Party has authorized sufficient funds in its budget to cover the costs of the Project in its respective jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Project Funding Obligations.

1.1. Anaheim will be responsible for one hundred percent (100%) of the cost for those portions of the Project that are located within Anaheim ("Anaheim Portion"), as set forth in Exhibit "B" ("Anaheim's Costs"). Anaheim will pay Placentia directly, upon receipt of an invoice and statement of work confirming that the project has been completed.

1.2. Anaheim will be responsible for its pro-rata share of Project design, environmental, construction, inspection and construction engineering cost for work performed within the boundaries of ANAHEIM, which is approximately $8,450 (or approximately 1% of the total PROJECT cost of $1,888,770.00). Anaheim's final cost shall be based on the actual cost at completion, not to exceed $10,000, which includes the additional funds to cover design, inspection and construction engineering costs.

1.3. Placentia will be responsible for one hundred percent (100%) of the cost for those portions of the Project which are located within Placentia ("Placentia Portion"). Placentia will also be responsible for the cost of the bid preparation, and all costs associated with Project Management. Placentia will pay the contractor directly and be reimbursed by Anaheim as provided in Section 2.1.

2. Payment Obligation

2.1. Anaheim shall pay for the Anaheim Portion based on its proportionate share of the actual pavement quantities as measured in the field. The contractor shall provide and verify such amounts to the satisfaction of Anaheim. In the event of a dispute over the pavement quantity allocations, the parties shall work cooperatively with the contractor to resolve such dispute.

3. Construction Responsibilities.

3.1. Project Engineer. Placentia shall act as Project Engineer and be responsible for all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with all applicable criteria from Anaheim, Placentia, the County of Orange, and Caltrans.

3.2. Utility Relocation/Impacts. Placentia and Anaheim shall work together to identify all conflicting utilities within the Project. Placentia shall issue all utility relocation request letters or other communications with utilities.

3.3. Project Plans, Insurance & Warranties.

a. Placentia has submitted Project plans, specifications and the contractor's bid proposal to Anaheim for review and approval and Anaheim has approved said Project plans, specifications and bid proposal. All work completed in Anaheim shall be constructed per Anaheim's specifications.

b. Placentia shall require the contractor to identify the City of Anaheim as an additional insured with insurance sufficiently broad to the satisfaction of Anaheim.

c. Placentia shall require the contractor to pass through and assign all warranties to Anaheim associated with the Anaheim Portion of work.

3.4. Project Inspection. Anaheim shall have access to the Project at all times during construction for the purpose of inspection. Anaheim shall inspect the Anaheim Portion regularly. Anaheim agrees to cooperate with Placentia on any joint inspections as requested by Placentia. Should Anaheim deem any remedial work to be necessary, Anaheim shall notify Placentia in writing thereof within three (3) business days of inspection, specifically describing the needed corrections and proposed remedial work. Anaheim shall be solely responsible for any remedial work that is not brought to Placentia's attention in accordance with this paragraph.

3.5. Traffic Control. Traffic control for the Project may require road/lane closures and traffic signal management. The Parties agree that Placentia shall take the lead in coordinating traffic control in and around the Project area and Anaheim agrees to work cooperatively with Placentia in traffic management.

3.6. Permits.

a. Placentia shall obtain any and all permits required for the Project, including encroachment permits and Caltrans permits.

b. Anaheim shall issue any required encroachment permits necessary for the Project at no charge.

3.7. Community Notification. Placentia shall provide any and all required notification regarding the Project, including business and neighborhood community notifications.

3.8. Contract Change Orders. Anaheim shall review and upon approval pay for any contract change orders ("CCOs") deemed necessary by Placentia for construction of the Project. If CCOs are needed within the Anaheim Portion, Anaheim shall review and approve such CCOs during construction and City Engineer, or designee, shall coordinate CCO approval. The City Engineer, or designee, (hereinafter "Project liaison") shall provide concurrence on CCOs within three (3) business days of Placentia's submittal to

Anaheim. If Anaheim fails to concur with or propose changes to CCO within such time, such CCO shall be deemed approved.

3.9. Project Acceptance. Prior to Placentia's acceptance of Project improvements and filing a notice of completion, Anaheim's Project liaison shall review and provide written approval of all Project work. Anaheim will not accept their portion of the project until all work is 100% complete, per Section 3.4. Placentia shall furnish Anaheim with one set of record drawings for the completed Project and a copy of the filed notice of completion.

3.10. Anaheim's Obligations Post-Construction. Upon Anaheim's City Engineer written approval and Placentia's final acceptance of the Project, Anaheim shall assume ownership, maintenance obligations and environmental mitigation responsibilities for the portions of the project within the City of Anaheim.

4. Miscellaneous Obligations.

4.1. Time is of the essence in the execution and performance of this Agreement.

4.2. Indemnification & Hold Harmless. The Parties shall indemnify, defend with counsel approved in writing, save and hold each other's elected officials, officers, directors, agents and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description to which they may be subjected arising out of any act or omission of, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement.

4.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

4.4. Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. No oral understanding or agreement not incorporated herein shall be binding on either Party.

4.5. Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

4.6. Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

CITY OF ANAHEIM	CITY OF PLACENTIA
Public Works Department	Public Works Department
200 S Anaheim Blvd	401 E Chapman Ave
Anaheim, CA 92805	Placentia, CA 92870
Attn: City Engineer	Attn: City Engineer

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class postage prepaid and addressed as above. Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given

4.7. Governing Law & Venue. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties agree to submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

4.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4.9. Termination. In the event either party defaults in the performance of any of it obligations under this Agreement or materially breaches any of the provisions of this Agreement, the non-breaching Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event the breaching Party cures such default within such thirty (30) day period, the election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

4.10. Consent to Breach Not Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized officers this 29th day of Oct. 2024.

CITY OF PLACENTIA
A Municipal Corporation

Damien R. Arrula, City Administrator

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

CITY OF ANAHEIM,
A Municipal Corporation

Date: 10/31/24

By:

Rudy Emami, Public Works Director

ATTEST:

Theresa Bass, City Clerk 11/4/24

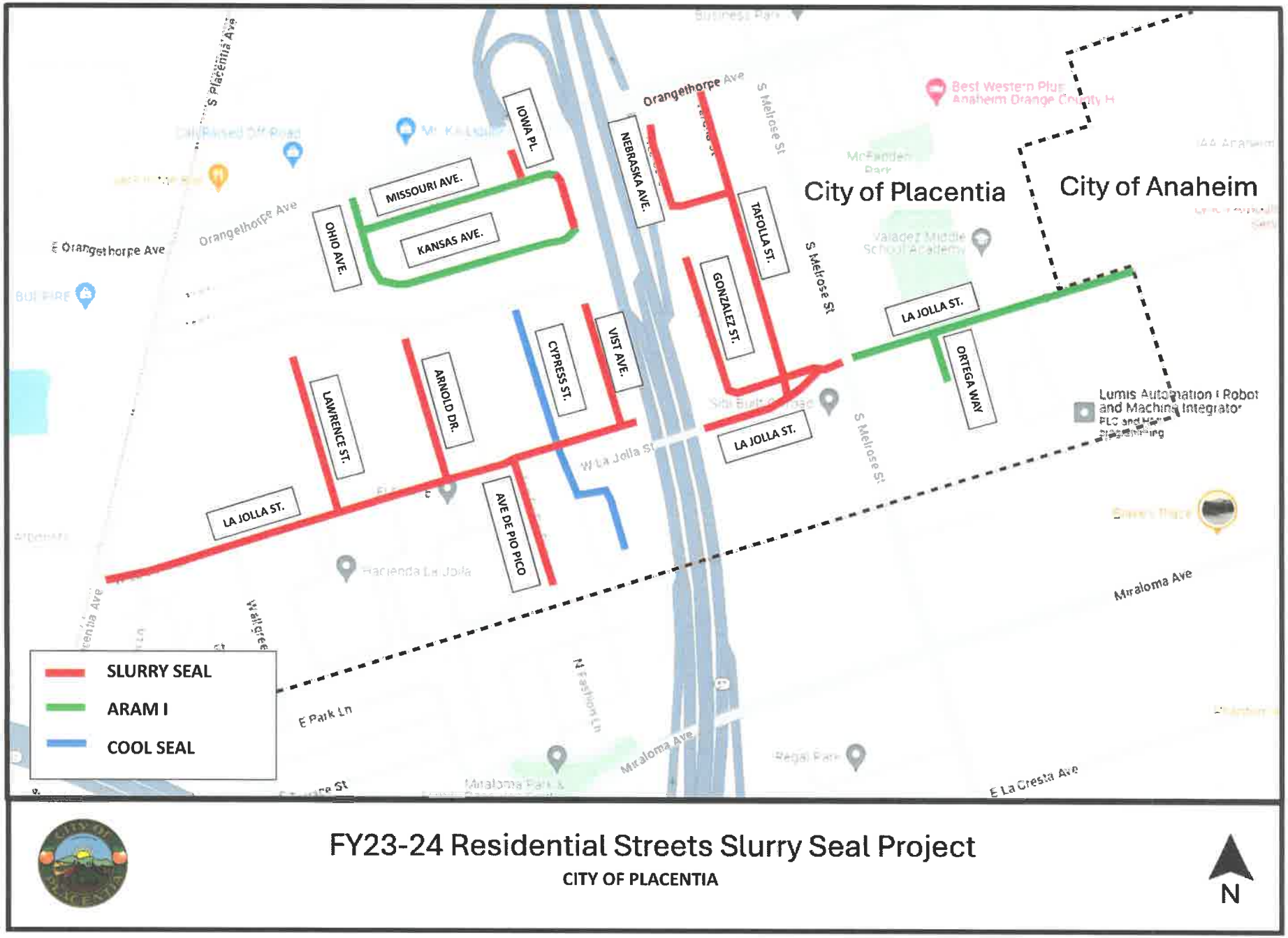
APPROVE AS TO FORM:
ANAHEIM CITY ATTORNEY

By

Bryn M. Morley, Deputy City Attorney
153465

Exhibit "A"

Project Location Map



FY23-24 Residential Streets Slurry Seal Project

CITY OF PLACENTIA

Exhibit "B"

Cost Sharing Amount:

City of Anaheim

CONSTRUCTION COST ESTIMATE
CITY OF ANAHEIM PORTION ON LA JOLLA ST CITY OF PLACENTIA
FY 2023-24 RESIDENTIAL STREETS SLURRY SEAL PROJECT

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ESTIMATED COST
1	Mobilization	1	LS	$800.00	$800.00
2	Traffic Control & Public Safety	1	LS	$1,000.00	$1,000.00
3	Best Management Practices	1	LS	$100.00	$100.00
4	Tire Rubber Modified Slurry Seal (TRMSS) Type II	2	ELT	$400.00	$800.00
5	Surface Preparation and Crack Seal	2140	SF	$0.08	$214.00
6	Construct 3/8" Asphalt Rubberized Aggregate Membrane (ARAM)	230	SY	$6.50	$1,495.00
7	Construct 3/4" AC Leveling Course	10	TON	$120.00	$1200.00
8	5' Variable Depth Edge Grind	1625	SF	$0.40	$650.00
	SUBTOTAL				$6,259
	10% DESIGN				$626
	10% CONTINGENCY				$626
	15% FOR INSPECTION				$939
	TOTAL ESTIMATED CONSTRUCTION COST				$8,450
	Not to exceed Project Funding				**$10,000**

*Assuming this portion of this work wil be constructed as part of a larger project (City of Placentia Project)

Prepared By: NV5 Date: 08/27/2024

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024
Submitted by: Elsa Robinson
From: Public Works

Subject:
Adoption of Resolution for 2025 Federal Transportation Improvement Program

Financial Impact:
Fiscal Impact:
There is no direct fiscal impact associated with this recommended action.

Summary:
The Federal Transportation Improvement Program (FTIP) is a program which lists transportation related capital projects proposed over a six-year period which are federally funded or defined as regionally significant within the Southern California Association of Governments (SCAG) region. The list of FTIP approved projects is updated every two years by SCAG for submission to the U.S. Department of Transportation (USDOT). The Orange County Transportation Authority (OCTA) requires a Resolution from the City to commit toward implementing the current project phase of its applicable projects in order for OCTA and thereby the City to receive federal funding.

It is recommended that the City Council adopt a Resolution certifying that the City has the resources to fund its projects in Fiscal Year (FY) 2024-25 through 2029-30 FTIP and affirm its commitment to implement all applicable projects in the program.

Recommendation:
Recommended Action: It is recommended that the City Council:
Adopt Resolution R-2024-78, A Resolution of the City Council of the City of Placentia, California, which certifies that the City of Placentia has the resources to fund the projects in the Federal Fiscal Year 2024-25 through Fiscal Year 2029-30 Federal Transportation Improvement Program and affirms its commitment to implement all projects in the program.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal #1 to ensure long-term fiscal sustainability, under Objective #1.2, which is to continue efforts to seek and obtain new sources of state and federal grants, including federal and state earmarks and Biden Infrastructure Package.

Discussion:
The Federal Transportation Improvement Program (FTIP) is a program which lists

transportation related capital projects proposed over a six-year period which are federally funded or defined as regionally significant within the Southern California Association of Governments (SCAG) region. The FTIP is prepared to implement projects and programs listed in the Regional Transportation Program (RTP) and is developed in compliance with state and federal requirements. The projects include highway improvements; transit, rail, and bus facilities; high occupancy vehicle lanes; signal synchronization; intersection improvements; etc., in the six-county Southern California Association of Governments (SCAG) region. The Orange County Transportation Authority, as the administrator of FTIP in Orange County, reviews projects submitted by local agencies and prepares the final submittal to SCAG. The list of FTIP approved projects is updated every two years by SCAG for submission to the U.S. Department of Transportation (USDOT). The Orange County Transportation Authority (OCTA) requires a Resolution from the City to commit toward implementing the current project phase of its applicable projects in order for OCTA and thereby the City to receive federal funding.

OCTA is the County's transportation commission for Orange County and coordinates the development of the FTIP project list for all agencies within its jurisdiction. Projects identified in the FTIP are prioritized to facilitate the region's overall strategy for providing mobility and improving both the efficiency and safety of the transportation system, while supporting efforts to attain federal and state air quality standards. OCTA is in the process of updating the FTIP covering Federal Fiscal Year (FY) 2024-25 to Federal FY 2029-30. The FTIP is a comprehensive programming document that contains detailed project lists of all regionally significant transportation improvements in the SCAG region.

OCTA will develop the comprehensive list of projects for the City for submittal to SCAG, the State of California Department of Transportation and the Federal Highway Administration for inclusion in the FTIP. The following is a list of City Projects that are included in the current and proposed FTIP program:

Atwood Multipurpose Trail

On June 10, 2019, the OCTA Board of Directors approved a total of $280,000 in Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds for the Atwood Multipurpose Trail project under the 2019 Bicycle Corridor Improvement Program (BCIP). This funding was for the environmental phase of this project to create a Class 1, 0.60-mile multipurpose trail running south of Orangethorpe Avenue between Jefferson Street and Lakeview Avenue. The City has since completed this phase. On February 21, 2024, OCTA Board of Directors approved $272,800 in additional CMAQ Funds to complete the engineering design of the project and $2,481,000 in Surface Transportation Block Grant Program funds for the construction of the project. The estimated cost for the engineering design phase of the project is $310,000 and funds have been programmed by OCTA in FY 2024-25 FTIP. The construction phase of the project is scheduled to be programmed in FY 2025-26 once the City has completed the engineering design phase and received authorization to move forward with construction. This project is included in the adopted FY 2024-25 Capital Improvement Program (CIP) Budget. This project is programmed and managed in the FTIP by the City.

Golden Avenue Bridge Replacement Project

The Golden Avenue Bridge over Carbon Canyon Channel built in 1934 was rated as functionally obsolete by Caltrans in 2005. This project will remove and replace the bridge with an approximately 80’ wide bridge to accommodate two lanes of traffic as well as sidewalks and Class II bicycle lanes. In 2014, a total of $3,087,250 in Federal Highway Bridge Program (HBP) Replacement grant funds were earmarked for replacement of the bridge. The grant

funds cover the cost of design and construction. The grant program will reimburse the City up to 88.53% of the total project cost. In 2022, the City received a congressional federal earmark for $2.2 million in the FY 2023 federal appropriation bill with the funds administered through the Federal Highway Administration. This project is currently in the final engineering design. The City is currently working on the right-of-way and utility coordination, and additional design services to complete the project documents. This project is scheduled to be programmed by OCTA in the FY 2024-25 FTIP and is included in the City's adopted FY 2024-25 CIP Budget. This project is programmed and managed in the FTIP by the City.

To receive federal funds, all transportation projects must be listed on the FTIP. Additionally, all regionally significant transportation projects which require approval from federal agencies are listed. To comply with federal funding regulations, projects on the FTIP must be financially constrained (i.e., programming cannot exceed actual funds available). To assist in ensuring compliance with this regulation, OCTA requires agencies to submit a Resolution (Attachment 1) certifying projects are financially constrained, and that the agency is committed to implementing the current project phase. To be eligible for future federal funds, City Council adoption of the Resolution is required.

OCTA requests that cities review the projects in the current FTIP and is soliciting modifications and additions to the projects. Staff has reviewed the projects listed and recommends them for inclusion in the 2025 FTIP. The attached Resolution provides City Council approval of projects for inclusion in the FTIP and the City’s commitment for the listed projects. Staff is recommending City Council’s approval of the attached Resolution (Attachment 1).

Fiscal Impact Summary:
There are no direct costs associated with this recommended action. Funding for the listed projects have been previously committed through the prior budget process and are included in the FY 2024-25 CIP Budget. The funding for future phases of the project will be included in future fiscal years.

Attachments
Attachment 1 - 2025 FTIP Resolution.pdf

RESOLUTION NO. R-2024-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA WHICH CERTIFIES THAT THE CITY OF PLACENTIA HAS THE RESOURCES TO FUND THE PROJECTS IN THE FEDERAL FISCAL YEAR 2024/25 – 2029/30 FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM

A. Recitals

WHEREAS, the City of Placentia is located within the metropolitan planning boundaries of the Southern California Association of Governments; and

WHEREAS, the Placentia City Council has authorized projects for submittal to the Federal Transportation Improvement Program (FTIP); and

WHEREAS, the City of Placentia is the lead agency for projects and will comply with applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Build America Buy America; an

WHEREAS, the City of Placentia agrees to construct Transportation Control Measures projects as noted in the amendments in a timely manner or to assist with finding a substitute project.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The City Council of the City of Placentia, does hereby affirm the City's commitment to the projects submitted in the 2025 Federal Transportation Improvement Program.

APPROVED and ADOPTED this 3rd December of 2024.

_____

Jeremy B. Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024
Submitted by: Teri Knutson
From: Police Department

Subject:
Approval of Agreement for Official Tow Company Services

Financial Impact:
Fiscal Impact:
Revenue: $73,000 Franchise Fee (Flat Fee of $75 per Vehicle)

Summary:
The Placentia Municipal Code provides for the establishment of an official tow service provider. Anaheim Fullerton Towing Company was the successful bidder in a comprehensive Request for Proposals process that occurred in late 2021. Pursuant to Municipal Code Section 6.76.060, Change of Rates – Procedure, the Company is requesting a rate increase in line with other agencies, as it has kept its towing rates constant for the past ten years, since 2014. This action is for an extension of the contract until June 30, 2025, and adjustment of the rates. The Police Department will begin the process to issue an Invitation for Bids for Tow Services in early 2025 ahead of the June 30, 2025, expiration date.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve the Official Tow Service Agreement with Anaheim Fullerton Towing Company with an expiration date of June 30, 2025; and
2. Adopt Resolution R-2024-81, a Resolution of the City Council of the City of Placentia, California, issuing Certificates of Public Convenience and Necessity and Approving the Official Tow Service Agreement; and
3. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 2, Ensure that Public Safety Continues to be a High Priority.

Discussion:
Placentia Municipal Code Section 6.76 provides for the establishment of an official tow service. A Request for Proposals and Statement of Qualifications was issued on July 1, 2021, for official tow services by the Police Department. Anaheim Fullerton Tow Company was awarded the contract on October 5, 2021, based on the firm's demonstrated financial strength,

quality of the proposer's equipment and personnel, successful completion of services of similar scope and size, and safety record for employees and its tow vehicles. The Police Department has had good service and no complaints since award of the contract.

Charges for tow services are governed by the Placentia Municipal Code. Section 6.76.060 requires that the tow company provide thirty (30) days written notice to the City Council of its intention to do so. The Company advised the Police Department that it wished the Placentia City Council to consider a rate increase to meet the level of Orange County agencies that it services. In order to grant the rate increase, the City Council needs to make a finding that the rates are fair and reasonable.

In its rate increase request, the Tow Company explained to the Police Department that it has held rates constant for the past 10 years, including when it competed during the 2021 RFP process. The Tow Company is asking Placentia to consider establishing new rates consistent with those charged by agencies they serve including the City of Fullerton, California Highway Patrol's Santa Ana and Westminster areas, the Orange County Sheriff's Department, and California State University at Fullerton. Attached is a comparison of these agencies that the company serves, as well as the nearby cities of Buena Park and La Habra. Staff believes that a rate increase is warranted given that rates have not been adjusted for 10 years and compares well with Placentia's adjacent public safety agencies.

This action includes adoption of the Resolution issuing Certificates of Public Convenience and Necessity and Approving the Official Tow Service Agreement. This Certificate is required pursuant to Placentia Code Section 6.76.050 and must be granted by the City Council.

Finally, with the Agreement set to expire on June 30, 2025, the Police Department will begin the process to issue an Invitation for Bids in early 2025. In the previous bidding process, two firms responded to the City's solicitation.

Fiscal Impact Summary:
The City receives revenue pursuant to the Agreement, to cover Staff administrative costs to administer the overall Tow Services program. Anaheim Fullerton Tow Company remits $75 per vehicle towed on a quarterly basis, with an estimated 970 vehicles towed per year. The flat $75 per vehicle is considered a franchise fee, in lieu of the percentage formula that is used for other services with franchise fees (i.e., utilities).

Attachments
Attachment - Comparison of Agency Tow Service Rates 2024.docx
Anaheim Fullerton Towing Company - Short Term Contract.docx
Certificate of Insurance.pdf
Anaheim_Fullerton_5_mile_radius_map.pdf
Resolution_for_Short_Term_Tow_Contract.docx

Comparison of Agency Tow Service Rates

City of Placentia Current Rates (As of 2014)

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Maximum allowed)	$185.00	$210.00	$295.00	$325.00
Storage Rate (Outside)	$45.00	$50.00	$60.00	$60.00
Storage Rate (Inside)	$50.00	$55.00	$65.00	$65.00
Long-term Storage	Daily Rate	Daily Rate	Daily Rate	Daily Rate
After-hours Release	$83.50	$96.50	$117.50	$152.50
Service Call - Minimum	$78.00	$86.00	$117.50	$152.50
Labor Rate (Per hour)	$103.00	$103.00	$103.00	$103.00
Special Equipment at Scene	1 hour minimum	1 hour minimum	1 hour minimum	1 hour minimum

City of Placentia Proposed Rates (effective December 2024)

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Maximum allowed)	$275.00	$325.00	$425.00	$525.00
Storage Rate (Outside)	$75.00	$85.00	$100.00	$115.00
Storage Rate (Inside)	$80.00	$90.00	$105.00	$125.00
Long-term Storage	Daily Rate	Daily Rate	Daily Rate	Daily Rate
After-hours release	$105.00	$175.00	$210.00	$260.00
Service Call - Minimum	$105.00	$175.00	$210.00	$260.00
Labor Rate (Per hour)	$110.00	$110.00	$110.00	$110.00
Special Equipment at Scene	1 hour minimum	1 hour minimum	1 hour minimum	1 hour minimum

City of Fullerton Rates (Effective 7/1/2024)

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Maximum allowed)	$275.00	$325.00	$425.00	$525.00
Storage Rate (Outside)	$75.00	$85.00	$100.00	$115.00
Storage Rate (Inside)	$80.00	$90.00	$105.00	$120.00

California Highway Patrol - Santa Ana Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Business Hours)	$320.00	$365.00	$490.00	$490.00
Hourly Rate (After-hours & Weekends)	$350.00	$385.00	$515.00	$515.00
Storage Rate (Inside)	$95.00	100.00	N/A	N/A
Storage Rate (Outside)	$88.00	$95.00	$100.00	$100.00
After-Hours Release	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate
Service Call - Minimum	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate

California Highway Patrol - Westminster Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate	$300.00	$350.00	$450.00	$550.00
Storage Rate (Outside)	$90.00	$110.00	$125.00	$125.00
Storage Rate (Inside)	$100.00	$120.00	$135.00	$135.00
Long-term Storage	Daily Rate	Daily Rate	Daily Rate	Daily Rate
After-Hours Release	$150.00	$175.00	$225.00	$275.00
Service Call - Minimum	$150.00	$175.00	$225.00	$275.00
Labor Rate (Per hour)[1]	$110.00	$110.00	$110.00	$110.00

Orange County Sheriff Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Business Hours)	$304.64	$410.00	$578.33	$578.33
Hourly Rate (After Hours & Weekends)	$311.43	$410.00	$578.33	$578.33
Mileage Charge	$11.77	$11.77	$11.77	$11.77
Storage Rate (Outside)	$83.79	$102.50	$102.50	$102.50
Storage Rate (Inside)	$102.50	$100.00	N/A	N/A
After-Hours Release	50% of Tow Rate	50% of Tow Rate	50% of Tow Rate	50% of Tow Rate

California State University at Fullerton Police Department Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Business Hours)	$320.00	$365.00	$490.00	$490.00
Hourly Rate (After-hours & Weekends)	$350.00	$385.00	$515.00	$515.00
Storage Rate (Inside)	$95.00	100.00	N/A	N/A
Storage Rate (Outside)	$88.00	$95.00	$100.00	$100.00
After-Hours Release	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate
Service Call - Minimum	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate

City of Brea Police Department Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Business Hours)	$320.00	$365.00	$490.00	$490.00
Hourly Rate (After-hours & Weekends)	$350.00	$385.00	$515.00	$515.00
Storage Rate (Inside)	$95.00	100.00	N/A	N/A
Storage Rate (Outside)	$88.00	$95.00	$100.00	$100.00
After-Hours Release	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate
Service Call - Minimum	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate	1/2 Hourly Tow Rate

City of Buena Park Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate	$300.00	$350.00	$450.00	$550.00
Storage Rate (Outside)	$90.00	$110.00	$125.00	$125.00
Storage Rate (Inside)	$100.00	$120.00	$135.00	$135.00
Long-term Storage	Daily Rate	Daily Rate	Daily Rate	Daily Rate
After-Hours Release	$150.00	$175.00	$225.00	$275.00
Service Call - Minimum	$150.00	$175.00	$225.00	$275.00
Labor Rate (Per hour)	$110.00	$110.00	$110.00	$110.00

City of La Habra Police Department Rates

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Business Hours)	$195.00	N/A	N/A	N/A
Storage Rate (Inside)	N/A	N/A	N/A	N/A
Storage Rate (Outside)	$50.00	N/A	N/A	N/A

CITY OF PLACENTIA CONTRACT
FOR OFFICIAL TOW SERVICE

Contractor: Anaheim Fullerton Towing Company Effective Date: December 3, 2024
To June 30, 2025

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CITY OF PLACENTIA
OFFICIAL TOW SERVICE
AGREEMENT

This Official Tow Service Agreement ("Agreement") is made and entered into this 3rd day of December, 2024 by and between the City of Placentia, a Municipal Corporation ("CITY") and Anaheim Fullerton Towing Company ("OFFICIAL TOW SERVICE") (the "Parties" collectively). Any reference herein to "DEPARTMENT" shall be deemed to refer to the City of Placentia Police Department.

A. Recitals.

(i). DEPARTMENT requires prompt and efficient towing services on a regular basis in the performance of its emergency response and traffic control duties, including response to, and investigation of, vehicular accidents.

(ii). CITY desires to continue to designate OFFICIAL TOW SERVICE and OFFICIAL TOW SERVICE desires to accept and continue to be retained by CITY, as an independent contractor, for purposes of providing police towing and vehicle impound and storage services for CITY, pursuant to the terms and provisions set forth herein.

(iii). OFFICIAL TOW SERVICES has provided thirty (30) days notification pursuant to Section 6.76.060, Change of Rates – Procedure, that it desires to change the schedule of rates.

(iv). CITY entered into Agreement with OFFICIAL TOW SERVICE on October 1, 2021 and wishes the tow company to provide services until June 30, 2025, as well as adjust the rates to be charged as shown in Exhibit A1.

B. Agreement.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

In all respects as set forth in the Recitals, Part A., of this Agreement.

1.0. SCOPE OF SERVICES.

1.1. OFFICIAL TOW SERVICE shall perform vehicle towing, impound, and storage services as directed by DEPARTMENT, in addition to such other services as required by this Agreement, and shall provide necessary storage facilities, tow services, labor, materials, equipment, machinery and tools. Specific services include, but are not limited to, towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic or emergency lanes, walkways, and handicapped parking spaces, police impounds, seizure of evidence and motor vehicle accident response.

1.2. OFFICIAL TOW SERVICE shall comply with all State laws that regulate tow units and the impounding, towing, storage, selling or junking of vehicles.

1.3. OFFICIAL TOW SERVICE is hereby designated as an authorized tow service provider for CITY. All trucks, personnel, and equipment used by OFFICIAL TOW SERVICE in the performance of this Agreement shall be owned by or leased to OFFICIAL TOW SERVICE and shall be subject to all provisions herein set forth.

1.4. OFFICIAL TOW SERVICE acknowledges and agrees that this Agreement to provide tow services is non-exclusive. CITY intends to concurrently contract with at least one other tow service provider and shall utilize the services of each such tow service provider as CITY, in its sole discretion, deems appropriate.

2.0. CONSIDERATION.

In consideration of OFFICIAL TOW SERVICE's agreement to perform services as required herein, CITY agrees that throughout the term of the Agreement, OFFICIAL TOW SERVICE shall have:

2.1. The right to tow, impound, and store vehicles at the direction of DEPARTMENT within the jurisdictional boundaries of CITY, subject to DEPARTMENT's call-for-service system, as the same may be amended from time to time, at DEPARTMENT's sole discretion.

2.2. Nothing herein contained shall deprive the owner or operator of a vehicle from requesting and receiving towing services from a person or entity other than OFFICIAL TOW SERVICE.

2.3. When, in the opinion of DEPARTMENT, an emergency exists, or where OFFICIAL TOW SERVICE is either unable or unwilling, for any reason, to provide adequate or timely tow service, then DEPARTMENT retains the right to call other qualified tow services, which may or may not be under contract with CITY. Under such circumstances, the decision to call another tow service, either under contract or not, shall be at the exclusive discretion of DEPARTMENT.

3.0. TERM AND TERMINATION.

3.1. This Agreement shall expire on June 30, 2025.

3.2. This Agreement may be cancelled by CITY at any time during the term, or any subsequent extension hereof, upon revocation of the Certificate of Convenience and Public Necessity granted pursuant to Chapter 6.76 of the Placentia Municipal Code, upon breach of this Agreement or violation of the provisions of Chapter 6.76 of the Placentia Municipal Code. In the event of termination for cause by CITY, OFFICIAL TOW SERVICE shall be compensated for those services that have been fully and adequately completed and accepted by DEPARTMENT as of the date of termination. OFFICIAL TOW SERVICE shall provide documentation deemed adequate by DEPARTMENT to show the services actually completed by OFFICIAL TOW SERVICE prior to the effective date of termination. Termination of this Agreement for cause may be considered by CITY in determining whether to enter into future agreement with OFFICIAL TOW SERVICE.

3.3. This Agreement may also be terminated without cause upon ninety (90) days written notice provided by either party. In the event CITY should abandon, terminate or suspend OFFICIAL TOW SERVICE's work, OFFICIAL TOW SERVICE shall be entitled to payment for services fully and adequately provided hereunder prior to the effective date of said suspension, termination or abandonment, in accordance with this Agreement. OFFICIAL TOW SERVICE shall provide documentation deemed adequate by DEPARTMENT to show the services actually completed by OFFICIAL TOW SERVICE prior to the effective date of and such suspension, termination or abandonment.

3.4. In the event this Agreement is terminated, in whole or in part, as provided by this Section, CITY may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.5. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

4.0. LOCATION.

4.1. All storage facilities utilized to store police-stored or impounded vehicles by OFFICIAL TOW SERVICE shall be located within CITY or within a five-mile radius of the jurisdictional boundaries of CITY.

4.2. All vehicles stored or impounded at the direction of DEPARTMENT shall be towed directly to OFFICIAL TOW SERVICES' impound and storage facilities, unless DEPARTMENT instructs such vehicles be taken to another location.

4.3. Any change in OFFICIAL TOW SERVICE's operating/facility locations shall be

reported, in writing, to DEPARTMENT at least thirty (30) days prior to making such change.

5.0. PERSONNEL.

5.1. OFFICIAL TOW SERVICE employees and tow truck operators shall be sufficiently trained and capable of ensuring the safe and proper discharge of their service responsibilities.

5.2. All OFFICIAL TOW SERVICE tow truck operators shall possess valid California Tow Truck Driver certificates and Driver's Licenses in the proper class pursuant to California Vehicle Code§§ 12804.9(b) and 13378 or any successor provision(s) thereto.

5.3. All OFFICIAL TOW SERVICE tow truck operators shall be required to have a safe driving record, be 18 years of age or older, and be subject to driving record and criminal background checks by DEPARTMENT. Within ten (10) days of the effective date of this Agreement, and annually thereafter (within 10 days of the anniversary of the effective date of this Agreement) OFFICIAL TOW SERVICE shall provide to DEPARTMENT a list of its tow truck operators, including driver's license numbers and a State of California Department of Motor Vehicles ("DMV") printout for each tow truck operator. Any subsequent employment of a new tow truck operator shall be reported in writing to DEPARTMENT immediately, including submittal of the above-referenced information.

5.4. OFFICIAL TOW SERVICE shall have an alcohol and drug program that includes at a minimum, maintaining an alcohol and drug free work environment. Any tow truck operator found working under the influence of alcohol or drugs shall immediately be removed from providing any service pursuant to this Agreement.

5.5. OFFICIAL TOW SERVICE shall participate in the DMV Employer Pull Notice Program.

5.6. OFFICIAL TOW SERVICE shall not employ, in the performance of services pursuant to this Agreement, any person convicted of or having pled *nolo contendere* to a crime involving a stolen vehicle, stolen property, violence, drugs or moral turpitude, fraud related to the towing business or vehicle repair, insurance fraud, or misdemeanor or felony driving while under the influence of alcohol or drugs, or the crimes listed in Vehicle Code § 13377 or any successor provision(s). If any employee is charged with any of the above-listed crimes, OFFICIAL TOW SERVICE shall immediately suspend that employee from duties under this Agreement pending the outcome of the criminal case.

5.7. OFFICIAL TOW SERVICE tow truck operators shall maintain acceptable standards of dress, including uniforms, and cleanliness while on duty in the community.

5.8. OFFICIAL TOW SERVICE tow truck operators shall cooperate with and abide by the instructions of DEPARTMENT'S officers.

5.9. Each OFFICIAL TOW SERVICE tow truck operator shall obtain from DEPARTMENT a clip-on identification tag which such operator shall wear at all times when performing services pursuant to this Agreement in order to allow ease of tow truck operator identification.

5.10. If any tow truck operator becomes ineligible to provide tow operator services under this Agreement, OFFICIAL TOW SERVICE shall immediately notify DEPARTMENT of such ineligibility and the reason(s) therefor.

6.0. TOWING SERVICE DUTIES.

After being requested to the scene by DEPARTMENT, OFFICIAL TOW SERVICE tow truck operators shall comply with all of the following:

6.1. Not move nor attach a tow truck to any vehicle until instructed to do so by the investigating officer of DEPARTMENT.

6.2. Cooperate with the investigating officer of DEPARTMENT in removing unsafely and/or illegally parked vehicles from the street, and in the storing or impounding of such vehicles as requested.

6.3. On collision calls, clean up and remove all debris from the accident scene, including but not limited to clean-up and removal of all vehicle fluids in the street with absorbent material, as directed by DEPARTMENT officers and § 27700 of the California Vehicle Code or any successor provision(s).

6.4. Provide the owner or driver of towed vehicles (when present at scene) with an OFFICIAL TOW SERVICE business card indicating where the vehicles will be stored or impounded (including address and telephone number).

6.5. Deliver upon request all personal property located within stored or impounded vehicles upon: (a) presentation of proper identification; and (b) in the case of impounded vehicles, presentation of a personal property release form executed by DEPARTMENT.

7.0. RESPONSE TIME.

7.1. OFFICIAL TOW SERVICE shall provide a response time of twenty (20) minutes. Response time is the difference between the time OFFICIAL TOW SERVICE is notified and the time a tow truck arrives at the required location. Emergency conditions, as verified by local media or traffic enforcement may be acceptable reasons for not meeting the response time requirement. Equipment or personnel shortage, or lack of availability, are not acceptable reasons for failure to meet response times.

7.2. OFFICIAL TOW SERVICE shall give priority to all DEPARTMENT requests for service.

7.3. OFFICIAL TOW SERVICE dispatcher shall notify DEPARTMENT when a tow vehicle cannot respond immediately, give the reason for the delay, and an estimated time of arrival. In the event of an additional delay, OFFICIAL TOW SERVICE dispatcher shall again notify DEPARTMENT and give the new estimated time of arrival. To ensure a timely response, DEPARTMENT, in its sole discretion, may cancel any call-for-service because of a response delay and may request service from another tow service provider.

7.4. If the tow truck unit(s) has not arrived at the scene within twenty (20) minutes from the time requested, DEPARTMENT, based on the urgency of the field situation, may request a different towing service to respond to the call, whether the different tow service has a contract with CITY or not.

7.5. If OFFICIAL TOW SERVICE telephone or radio is not promptly answered, or if the line is busy when called by DEPARTMENT after two (2) attempts, OFFICIAL TOW SERVICE being called will be bypassed and DEPARTMENT shall select another tow service.

7.6. If, while rendering assistance in response to a DEPARTMENT call for towing, a second DEPARTMENT call for towing is generated to OFFICIAL TOW SERVICE, tow truck operator shall, before responding to the second call, ensure that all vehicles at the first site are sufficiently clear of the roadway so that no obstruction to normal traffic exists. Once the second call is handled to conclusion, the vehicles at the first site may be towed as necessary.

8.0. EQUIPMENT STANDARDS.

8.1. OFFICIAL TOW SERVICE shall own or have leased to it at least three (3) tow trucks that will be based at its storage facilities located at 1041 N Kemp Street., Anaheim, CA 92801 and which trucks shall be available to perform towing services at all times during the term of this Agreement. At least one of said tow trucks shall have a lifting capacity of eight (8) tons.

8.2. OFFICIAL TOW SERVICE shall have at least two (2) rigs of one-ton capacity with rear dual wheels.

8.3. OFFICIAL TOW SERVICE vehicles shall be equipped as tow trucks in compliance with the provisions of the California Vehicle Code including, but not limited to, §§ 615, 24605, 25100, 27700, and 27907 or any successor provision(s) thereto. Tow trucks shall be equipped with red flares, lanterns or reflectors, hand tools, crow-bar, rope, broom, shovel, dustpan, absorbent material for clean-up of hazardous materials, fire extinguisher, portable red tail lights and stop lights for towed vehicles, equipment for opening locked vehicles, and safety chains. All vehicles and all related equipment are required to maintain California Highway Patrol Level I Certification and be able to show proof of such certification.

8.4. All OFFICIAL TOW SERVICE vehicles shall have available adequate equipment to handle large trucks, trailers, tractors and other heavy vehicle equipment. This includes a set of dollies capable of supporting any passenger vehicle.

8.5. OFFICIAL TOW SERVICE vehicles shall have a cable winch of sufficient size and capacity to retrieve vehicles that have gone over embankments or off traveled portions of roadways into remote areas or other difficult locations.

8.6. Motorcycles that are stored, impounded, or towed from a collision scene at the request of DEPARTMENT shall be hauled by a trailer that is designed to carry motorcycles, or by a flatbed truck.

8.7. Any equipment used and maintained by OFFICIAL TOW SERVICE shall be available for inspection by DEPARTMENT upon request. OFFICIAL TOW SERVICE vehicles shall be subject to random inspection by DEPARTMENT.

8.8. OFFICIAL TOW SERVICE shall be equipped for, and have personnel proficient in, unlocking locked vehicles. OFFICIAL TOW SERVICE shall unlock locked vehicles when requested to do so by DEPARTMENT.

8.9. Throughout the term of this Agreement, OFFICIAL TOW SERVICE shall maintain in a neat and clean manner and in good working condition its storage facilities and improvements thereon, and all vehicles, facilities, equipment, and materials used by OFFICIAL TOW SERVICE in the performance of the services required by this Agreement. Any additions to or deletions from the OFFICIAL TOW SERVICE tow truck fleet shall be immediately reported, in writing, to DEPARTMENT.

9.0. COMMUNICATIONS EQUIPMENT.

9.1. OFFICIAL TOW SERVICE shall install and maintain, to the satisfaction of CITY, at all times during the term of this Agreement, radio transmission and reception contact between OFFICIAL TOW SERVICE dispatcher and each OFFICIAL TOW SERVICE tow vehicle. OFFICIAL TOW SERVICE shall also maintain and staff, on a 24-hour basis, a telephone to receive calls from DEPARTMENT and members of the public.

9.2. Use of Citizen's Band Class D radio equipment by the OFFICIAL TOW SERVICE is prohibited.

9.3. If telephones are the preferred means of communication for receipt of calls from DEPARTMENT, OFFICIAL TOW SERVICE shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers or in the priority thereof shall notify DEPARTMENT in writing with the effective date of such change.

10.0. HOURS.

10.1. OFFICIAL TOW SERVICE shall provide twenty-four (24) hour towing service, seven (7) days a week, during the term of this Agreement.

10.2. OFFICIAL TOW SERVICE shall ensure that there will be an employee on call capable of being present or available for releasing impounded or stored vehicles to the public twenty-four (24) hours a day, seven (7) days a week.

11.0. VEHICLE IDENTIFICATION.

11.1. Each OFFICIAL TOW SERVICE vehicle shall display identification signs, in compliance with § 27907 of the California Vehicle Code or any successor provision(s). OFFICIAL TOW SERVICE shall not display any signs or advertising that indicates that OFFICIAL TOW SERVICE is an official towing service or police garage of CITY.

11.2. OFFICIAL TOW SERVICE shall not, through its advertisements or otherwise, in any way publicize any official or other business connection with CITY, nor shall OFFICIAL TOW SERVICE advertise any address or telephone number of CITY as a location or place to call for vehicle towing and storage service.

12.0. STORAGE SERVICE RESPONSIBILITIES.

12.1. OFFICIAL TOW SERVICE shall be responsible for all vehicles, accessories and equipment thereon, and all personal property therein, stored by it. It shall be OFFICIAL TOW SERVICE's duty to protect such stored vehicles, accessories, equipment, and property against all loss, damage by fire, theft, or other causes.

12.2. OFFICIAL TOW SERVICE shall be responsible for the negligent acts and omissions of its employees and for any property damage caused by OFFICIAL TOW SERVICE or its employees.

13.0. STORAGE FACILITY STANDARDS.

OFFICIAL TOW SERVICE shall make adequate provisions for the security of vehicles and property at its storage facilities, which shall at a minimum consist of all of the following:

13.1. All vehicles shall be stored in a building, or in an area or areas enclosed by a substantial wall or fence. The wall or fence shall be not less than six (6) feet in height, and shall have security features installed in such a manner as to prevent access over the top of the wall/fence, or the wall/fence shall be a minimum of eight (8) feet, provided that it complies with the requirements of § 23.81.100 of the Placentia Municipal Code or any successor provision(s) if within CITY.

13.2. All storage facilities shall be secured at all times and shall be adequately fenced with locked gates and shall have lighting adequate, in the opinion of DEPARTMENT, to maintain facility security.

13.3. The minimum total capacity of OFFICIAL TOW SERVICE storage facilities for storage pursuant to this Agreement shall be spaces for seventy-five (75) vehicles.

13.4. All storage facilities must be approved for security by the Chief of Police, or designee, and available for inspection by the DEPARTMENT at all times upon request of the DEPARTMENT.

13.5. OFFICIAL TOW SERVICE shall not perform any work upon any vehicle without first obtaining written permission from the owner of the vehicle. Notwithstanding the foregoing, all work on impounded vehicles shall be conducted pursuant to § 14 of this Agreement.

13.6. If OFFICIAL TOW SERVICE videotapes or otherwise records images of the storage facility, such videotape and photographs shall be maintained by OFFICIAL TOW SERVICE for at least thirty (30) days.

14.0. IMPOUND VEHICLES - INSIDE STORAGE.

14.1. Vehicles that have been impounded by order of DEPARTMENT shall not be released, lien sold, worked on, altered, or tampered with, without a written release from DEPARTMENT.

14.2. OFFICIAL TOW SERVICE shall maintain, without charge to DEPARTMENT, separate, fully enclosed, and secured garage storage facilities for a minimum of four (4) vehicles ordered impounded by DEPARTMENT ("Secure Impound").

14.3. DEPARTMENT shall have sole access to the Secure Impound when vehicles are **being** held for evidence.

14.4. DEPARTMENT shall designate when a vehicle is to be placed within Secure Impound. Vehicles placed into Secure Impound shall not be removed from Secure Impound until approved and authorized in writing by the investigating officer of DEPARTMENT.

14.5. OFFICIAL TOW SERVICE shall notify DEPARTMENT of any vehicles being impounded within CITY pursuant to private party impound requests immediately prior to commencement of the towing of such vehicles.

15.0. RELEASE OF VEHICLES.

15.1. OFFICIAL TOW SERVICE is responsible for the release of all vehicles impounded or stored by DEPARTMENT. Authority to release impounded or stored vehicles must be obtained from DEPARTMENT, in writing on DEPARTMENT's release form.

16.0. RECORDS.

16.1. OFFICIAL TOW SERVICE shall record and log the time each call is received, the time of dispatch, and the time of arrival. OFFICIAL TOW SERVICE shall keep, at its place of business, complete and accurate records of all vehicles towed, impounded, or stored at the request of DEPARTMENT, and the amount of charges accrued for each vehicle.

16.2. Record systems must provide for immediate access, upon inquiry by DEPARTMENT, to the following information:

16.2.1. Locate vehicle from DEPARTMENT record number.

16.2.2. Locate vehicle from license number only.

16.2.3. Locate vehicle from make, color, date and location of impound.

16.2.4. Date of filing all lien sale documents with DMV.

16.3. OFFICIAL TOW SERVICE shall submit a report, by the 10th day of each month, to DEPARTMENT, which shall include all of the following information for the preceding month:

16.3.1. Total DEPARTMENT impounds and storages.

16.3.2. Number of times dispatched by DEPARTMENT.

16.3.3. Number of calls for service resulting in impounds.

16.3.4. Number of calls for service that resulted in having to spend more than one hour on the call.

17.0. LIENS AND DISPOSALS.

17.1. OFFICIAL TOW SERVICE shall provide DEPARTMENT with a list of unclaimed vehicles thirty (30) days before they are scheduled to be disposed of or sold. On or before the 10th day of each month, OFFICIAL TOW SERVICE shall furnish DEPARTMENT a list of all vehicles that have been sold at lien sales during the previous month, and date of the action. The list shall include the vehicle owner's name, address, vehicle make, year and model, license number, VIN number, and DEPARTMENT record number. Copies of all lien sale documents shall be submitted with such list. The documents shall be dated and include all charges imposed on each sale.

17.2. OFFICIAL TOW SERVICE shall comply with all State law requirements for the disposal of unclaimed vehicles.

18.0. INSPECTION.

18.1. All real property and improvements thereon, and all facilities, equipment, and materials used by OFFICIAL TOW SERVICE in the performance of the services required under this Agreement shall upon request by DEPARTMENT be open to immediate inspection by the Chief of Police or his or her designee.

19.0. MOTORIST ASSISTANCE.

19.1. Whenever a motorist requests tow assistance from the DEPARTMENT and does not specify a particular tow company or membership agency, the service shall, in the sole discretion of DEPARTMENT, be assigned to either OFFICIAL TOW SERVICE or another tow service company awarded a contract for tow service by CITY. All charges arising out of such assistance assigned to OFFICIAL TOW SERVICE shall be the exclusive responsibility of OFFICIAL TOW SERVICE and the requesting motorist. DEPARTMENT shall not be liable for any charges whatsoever arising out of a motorist assistance call. OFFICIAL TOW SERVICE shall not charge such motorist more than the rates specified in this Agreement.

20.0. RISK.

20.1. OFFICIAL TOW SERVICE assumes all risk in the event of damage, theft, fire or otherwise, of the vehicles or any other property towed, impounded, or stored by OFFICIAL TOW SERVICE, its employees or agents.

20.2. Notwithstanding any other term or provision herein contained, when responding to a call from DEPARTMENT, OFFICIAL TOW SERVICE shall have no claim whatsoever against CITY or any right to recover from CITY for the cost of any of the services it renders in the performance of this Agreement. OFFICIAL TOW SERVICE shall look solely and exclusively to the owner of the vehicle towed, impounded, or stored for payment of the services provided by the OFFICIAL TOW SERVICE.

20.3. OFFICIAL TOW SERVICE shall assume the entire risk of nonpayment of any service charges incurred pursuant to this Agreement.

21.0. INSOLVENCY.

21.1. OFFICIAL TOW SERVICE shall not, without the prior written consent of the Chief of Police of CITY, or his or her designee, suffer or permit either the appointment of a receiver to take possession of all, or substantially all of the assets of OFFICIAL TOW SERVICE, or make a general assignment of such assets for the benefit of creditors. Any such action taken or suffered by OFFICIAL TOW SERVICE under any insolvency or bankruptcy proceeding constitutes a breach of contract by OFFICIAL TOW SERVICE, and all property assigned by CITY for safe care shall be "released" to another assigned service provider, as specified by the Chief of Police, or his or her designee, with a reimbursement for towing, storage, and related fees, borne by the service provider assuming the new responsibility.

22.0. SUCCESSORS.

22.1. Each of the terms and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, the Parties hereto, and each and every of their respective heirs, executors, administrators, successors, assignees, and legal representatives of the Parties.

23.0. INDEMNITY.

23.1. OFFICIAL TOW SERVICE shall protect, defend, indemnify, and hold harmless CITY, its elected and appointed officials, officers, employees and agents, against, without limitation, all claims, demands, debts, obligations, liabilities, judgments, actions, penalties, fines, costs, expenses and attorney's fees of every kind and description arising out of or connected in any way with OFFICIAL TOW SERVICE's performance under this Agreement, including but not limited to (1) workers' compensation, (2) any claim or action relating to the preparation of vehicles for towing; (3) any claim or action relating to the towing of vehicles; (4) any claim or action relating to the storage, impound, and maintenance activities; and (5) any claim or action relating to the sale or disposal of vehicles pursuant to this Agreement.

24.0. ASSIGNMENT.

24.1. OFFICIAL TOW SERVICE shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other person or entity without the prior written consent of CITY, which consent shall not be unreasonably withheld. Any such assignment without the prior written consent of CITY shall be void and any such attempted assignment shall constitute a material breach of this Agreement.

25.0. INSURANCE.

OFFICIAL TOW SERVICE, at its sole cost and expense, shall purchase and maintain throughout the term of this Agreement, the following insurance policies:

25.1. Commercial Business Automobile Liability, as required by California Vehicle Code § 16500.5. Said coverage shall include bodily injury and property damage, with a combined single limit of not less than $750,000 per occurrence for Class A tow trucks, and $1,000,000 for Class B, C, and/or D tow trucks. These minimum standards are to include non-owned and hired auto coverage.

Uninsured Motorist, with a combined single limit of not less than the legal minimum.

On-Hook Coverage / Garage Keepers Legal Liability insuring the vehicle in tow, with the following not less than the following limits based on the size of the tow truck:

A. Class A tow truck	$50,000
B. Class B tow truck	$75,000
C. Class C tow truck	$150,000
D. Class D tow truck	$150,000

Garage Liability Insurance, including premises and operations coverage for bodily injury and property damage with a combined single limit of not less than $500,000.

Those tow truck operators removing a vehicle from a hazardous materials incident to the nearest reasonable and safe stopping location will be considered to be transporting property subject to normal minimum insurance requirements of§ 34631.5 of the California Vehicle Code.

All such policies shall be primary, and any other policies maintained by or providing protection for CITY shall be excess or secondary but noncontributing.

25.2. OFFICIAL TOW SERVICE shall carry and pay for workers' compensation insurance as is required to fully protect OFFICIAL TOW SERVICE and its employees under California Workers' Compensation Insurance Law.

25.3. All insurance required pursuant to this Section shall: Be issued by a company authorized by the Insurance Department of the State of California and rated A-, VII or better by the latest edition of Best's Key Rating Guide, except that CITY will accept workers' compensation insurance rated B, VII or better or from the State Compensation Fund. The workers' compensation insurance company shall agree to waive all rights of subrogation against CITY for losses paid under the terms of the policy, which arose from the work performed by the named insured. Each such policy shall provide that it shall not be cancelled or modified except after thirty (30) days prior written notice to CITY.

25.4. Upon execution of this Agreement, the OFFICIAL TOW SERVICE shall provide CITY certificates of insurance and endorsements evidencing the policies fulfilling the requirements of this Section. If self-insured for workers' compensation, OFFICIAL TOW SERVICE shall submit to CITY a copy of its certification of self-insurance issued by the Department of Industrial Relations. In addition, OFFICIAL TOW SERVICE shall prior to commencing work, shall sign and file with CITY a certification as follows:

> "I am aware of the provisions of§ 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

25.5. The insurance policies specified in this Section, except for workers' compensation policies, shall name CITY and its elected and appointed officials, officers, agents, and employees as additional insureds by endorsement to the policies.

25.6. If OFFICIAL TOW SERVICE does not keep and maintain all such insurance policies in full force and effect at all times during the term of this Agreement, CITY may elect to treat such failure as a breach of this Agreement and terminate the Agreement as provided herein.

25.7. If CITY reasonably determines that the amounts of insurance held by OFFICIAL TOW SERVICE pursuant to this Agreement are no longer sufficient, or that additional types of coverage are needed, OFFICIAL TOW SERVICE shall modify the existing coverage or obtain additional policies, as CITY shall reasonably determine. All new policies shall be on the terms and conditions herein contained.

25.8. OFFICIAL TOW SERVICE shall annually, within ten (10) days of the anniversary of the effective date of this Agreement, provide to CITY evidence that all insurance required pursuant to this Agreement continues to be in full force and effect.

26.0. INTEGRATION.

26.1. This Agreement fully expresses all understandings between the Parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written understandings or agreements regarding the matters covered by this Agreement.

27.0. AMENDMENTS.

27.1. No modification, amendment, addition to, deletion, or alteration of the terms of this Agreement, whether written or oral, shall be valid unless made in writing and formally approved and executed by all Parties. Rates and Charges established in § 39 of this Agreement may be modified upon request therefor, made in writing, and addressed to the Chief of Police. The Chief of Police may recommend such modifications as justified by OFFICIAL TOW SERVICE to City's City Administrator who shall make a final determination. If modifications to the Rates and Charges are approved by the City Administrator, the provisions of Exhibit "A" shall be amended accordingly with the date of approval thereof set out on the amended Exhibit "A."

28.0. NO WAIVER.

28.1. No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default concerning the same or any other provision of this Agreement.

28.2. The waiver by CITY of any breach by OFFICIAL TOW SERVICE of any of the provisions of this Agreement, shall not constitute a continuing waiver or a waiver of any subsequent breach or default by OFFICIAL TOW SERVICE either of the same or a different provision of this Agreement.

29.0. THIRD PARTY BENEFICIARIES.

29.1. The terms of this Agreement are intended to confer benefits only on the Parties hereto. No rights of action shall accrue to any other persons or entities under this Agreement.

30.0. INDEPENDENT CONTRACTOR.

30.1. The Parties hereto, in the performance of this Agreement, shall be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. OFFICIAL TOW SERVICE and its employees are not employees of CITY and are not entitled to any of the rights, benefits, or privileges of CITY's employees including, but not limited to, medical, unemployment, or workers' compensation insurance.

31.0. CONTROL.

31.1. Neither CITY nor its elected or appointed officials, agents or employees shall have any control over the conduct of OFFICIAL TOW SERVICE employees except as herein set forth.

32.0. EXECUTION OF AGREEMENT.

32.1. The persons executing this Agreement hereby represent and warrant that the execution of this Agreement and the performance of the terms and conditions of this Agreement have been authorized by all requisite corporation, Federal, State, municipal or other entity requirements and that the undersigned have the right, power, legal capacity and authority to execute and enter into this Agreement.

33.0. DRY RUNS.

33.1. CITY shall not be liable to pay to OFFICIAL TOW SERVICE any charge whatsoever or fee for a call, that does not result in a chargeable service being rendered by OFFICIAL TOW SERVICE *(i.e.,* a "dry run").

33.2. In the event of CITY errors in impounding vehicles, OFFICIAL TOW SERVICE shall cause the release of vehicles upon the direction of the DEPARTMENT without charge for towing or storage.

34.0. CITY VEHICLE TOWING.

34.1. OFFICIAL TOW SERVICE shall provide, without cost to CITY, emergency towing of CITY Vehicles as requested by CITY.

35.0. RESPONSIBILITY.

35.1. It shall be the responsibility of OFFICIAL TOW SERVICE to provide equipment and to perform the duties expressed in this Agreement. OFFICIAL TOW SERVICE is hereby granted authority to utilize additional resources whenever deemed necessary to perform its tow service duties. This may include, but is not limited to, personnel and/or equipment of another tow operator. This, however, shall not relieve OFFICIAL TOW SERVICE of its duties and responsibilities, and any additional cost incurred shall not be charged to CITY.

36.0. EXCLUSIONS.

36.1. Excluded from this Agreement are those vehicles, or parts thereof, which are disposed of through Abandoned Vehicle Abatement Program by delivery to an authorized automobile dismantler, pursuant to § 22660 of the California Vehicle Code or successor provision(s). No charge shall be assessed against CITY or the owner of any vehicle that is towed, stored, or dismantled under the provisions of the Abandoned Vehicle Abatement Program.

37.0. BREACH OF CONTRACT.

Any of the following acts if committed by OFFICIAL TOW SERVICE during the performance of this Agreement shall be considered a material breach of this Agreement:

37.1. Obtaining a tow contract from CITY by use of fraud, trick, dishonesty, or forgery.

37.2. Towing a vehicle to a location other than approved by DEPARTMENT as an authorized storage facility without first receiving prior authorization to do so by DEPARTMENT.

37.3. After towing a vehicle to OFFICIAL TOW SERVICE storage facilities, without authorization from DEPARTMENT, towing the vehicle to another location for storage or impound.

37.4. Defrauding or conspiring to defraud any owner of any vehicle, any insurance company, or any other person financially interested in the towing, storage, or impound of any vehicle.

37.5. Moving, tampering with, or removing a vehicle involved in a traffic collision prior to the arrival of law enforcement officers at the scene.

37.6. If CITY receives five (5) or more complaints regarding OFFICIAL TOW SERVICE activities during any twelve (12) month period, which DEPARTMENT, in its reasonable discretion, determines to be justified, regarding the service, or lack thereof, provided by OFFICIAL TOW SERVICE.

37.7. Failing to comply with any provision of this Agreement.

37.8. Repeated or flagrant violations of the provisions of the California Vehicle Code.

37.9. Demonstrating a pattern or practice of failing to answer calls-for-service, respond promptly to calls, and/or to maintain clean, orderly, and secured storage facilities.

37.10. Failing to obtain and maintain a current valid CITY business license.

37.11. Commission of any unlawful, false, fraudulent, deceptive, or dangerous act while conducting its towing operation business.

37.12. Allowing the insurance coverage required herein to either be withdrawn or lapse or to no longer be in force for any reason.

37.13. Dissolution of business or bankruptcy.

37.14. Assignment of this Agreement, or any right or interest stated herein, without the prior written consent of CITY.

37.15. Any recurring deviation from CITY's approved charges as specified herein.

38.0. ACTS OR OMISSIONS OF REPRESENTATIVES.

38.1. It is understood and agreed by the parties that the acts and/or omissions of the owner(s), officers, operators, officials, employees, agents and representatives of OFFICIAL TOW SERVICE in the performance of the services and obligations under this Agreement shall constitute the acts and/or omissions of OFFICIAL TOW SERVICE.

39.0. CHARGES.

39.1. All charges for towing, impound, storage, and other services required to be performed by OFFICIAL TOW SERVICE under the terms and conditions of this Agreement shall not exceed those charges approved by CITY, which are set forth in the schedule of rates in "Exhibit A1" attached hereto and by this reference incorporated herein.

39.2. All rates and charges shall be conspicuously posted in OFFICIAL TOW SERVICE's office, with a copy available in all tow vehicles, and shall be available for review by CITY personnel and/or persons for whom tow service is provided. All customer bills shall be itemized. It will be OFFICIAL TOW SERVICE's responsibility to collect payment for services it renders under this Agreement from the vehicle owners, and CITY shall not be responsible in any way whatsoever for payment of these charges.

39.3. Routine clean-up is included in the basic tow charge. However, when clean-up is determined to be excessive (by mutual agreement of OFFICIAL TOW SERVICE and DEPARTMENT), the rate shall be the labor rate referenced in§ 39.1 (Labor).

39.4. OFFICIAL TOW SERVICE shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or agent of the owner claiming the vehi9le.

39.5. In the event that unforeseen changes in the tow service industry seriously affect OFFICIAL TOW SERVICE's ability to continue to provide the towing, impound, and storage services required under this Agreement, OFFICIAL TOW SERVICE may petition DEPARTMENT for a re-evaluation of the agreed-upon charges and rates set forth in this Section. OFFICIAL TOW SERVICE shall bear the burden of providing such proof as is necessary to show that the continuance of the current rates and charges are so financially detrimental to OFFICIAL TOW SERVICE that they would place OFFICIAL TOW SERVICE in danger of default. The Parties may, by written amendment pursuant to § 27, adjust the terms of this Agreement where circumstances beyond the control of either party require modification or amendment.

40.0. NOTICES.

40.1. Any notices required or permitted under this Agreement shall be in writing and shall be delivered personally or sent by U.S. Mail, first class postage prepaid, return receipt requested, addressed as follows:

CITY: City of Placentia
Attn: Chief of Police
401 E. Chapman Ave.
Placentia, CA 92870

OFFICIAL TOW SERVICE: Anaheim Fullerton Towing Company
Attn: Mark Saehlenou
1041 N Kemp St.
Anaheim, CA 92801

41.0. CHANGE IN CIRCUMSTANCES.

41.1. Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such party's ability to carry out any of its obligations under this Agreement.

42.0. SEVERABILITY.

42.1. If any term or condition of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

43.0. VENUE.

43.1. This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure § 394.

44.0. FRANCHISE FEE.

44.1. A. Operators participating in the rotational tow program shall agree to pay the City a franchise fee in consideration for being selected as an Official Tow Service of the City and to partially reimburse the City for actual and reasonable costs incurred in connection with the towing program (pursuant to State of California Vehicle Code, Div. 5, Chap 9, § 12110).

The amount of this fee will be set by the City Council at $75.00 per towed vehicle. The Franchise Fee is payable on the last working day of each calendar quarter during the term hereof. The Franchise Fee for any period less than a calendar quarter shall be prorated on the basis of a ninety (90) day quarter.

B. **Damages:** In the event OFFICIAL TOW SERVICE fails to submit to CITY all required Franchise Fees, together with all documents and supplemental material required hereunder, within

the time set forth herein, or as may be extended by written consent of the parties hereto, OFFICIAL TOW SERVICE shall pay to CITY, as liquidated damages and not as a penalty, the sum of One Hundred dollars ($100.00) per day for each day OFFICIAL TOW SERVICE is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by OFFICIAL TOW SERVICE, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default.

C. Notwithstanding any other term or provision hereof, in the event OFFICIAL TOW SERVICE fails to submit to CITY all required Franchise Fees within twenty (20) days from the conclusion of any calendar quarter, in addition to the liquidated damages due hereunder, CITY may terminate this agreement upon five (5) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows, to be effective on the day and year first written above.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Rosanna Ramirez, Acting City Administrator

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Placentia

ANAHEIM-FULLERTON TOWING:

_____ Date: _____
President

_____
Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

EXHIBIT A1

PLACENTIA POLICE DEPARTMENT

Effective December 3, 2024

SCHEDULE OF RATES

COST RECOVERY PROCEDURE FOR OFFICIAL TOW CONTRACTOR

Towing	Class "A"	Class "B"	Class "C"	Class "D"
Hourly Rate (Maximum allowed)	$275.00	$325.00	$425.00	$525.00
Storage Rate (Outside)	$75.00	$85.00	$100.00	$115.00
Storage Rate (Inside)	$80.00	$90.00	$105.00	$125.00
Long-term Storage	Daily Rate	Daily Rate	Daily Rate	Daily Rate
After-hours release	$105.00	$175.00	$210.00	$260.00
Service Call - Minimum	$105.00	$175.00	$210.00	$260.00
Labor Rate (Per hour)[1]	$110.00	$110.00	$110.00	$110.00
Special Equipment at Scene[2]	1 hour minimum	1 hour minimum	1 hour minimum	1 hour minimum

Class Definitions:

Class A= Standard duty truck/ Tow truck under 26k GVWR

Class B = Medium duty truck/ Tow truck 26k-47k GVWR

Class C = Heavy duty truck/ Tow truck 48k GVWR and air brakes are required.

Class D = Super heavy duty truck / Tow truck 52k GVWR or more and air brakes required.

[1] Labor Rate

If a contract tow company works beyond the one (1) hour minimum and into the next hour, the company may charge per minute of the hourly rate up to the conclusion of the call (i.e.: $150 hour rate= $2.50 per minute rate).

[2] Special Equipment

Specialized equipment used at a scene or at a tow yard facility that is required due to circumstances of the incident can be charged dollar for dollar if the circumstances are justified by the tow company. An additional 10% use rate may be imposed for the use of the equipment beyond the one (1) hour minimum. Justification, in written form, is required for the additional charge that explains the circumstances.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Liberty Company Insurance Brokers
Lic #0D79653
5955 De Soto Ave, Ste 250
Woodland Hills CA 91367

CONTACT NAME: McCall Honaker
PHONE (A/C, No, Ext): (888)918-3960 **FAX (A/C, No):**
E-MAIL ADDRESS: mccall.honaker@libertycompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Specialty Insurance Co	12537
INSURER B : Redwood Fire & Casualty Company	11673
INSURER C : Indian Harbor Insurance Co	36940
INSURER D : Praetorian Insurance Company	37257
INSURER E :	
INSURER F :	

INSURED
P & H Enterprises, DBA: Anaheim Fullerton Towing
1041 N Kemp Street
Anaheim CA 92801

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Deductible- $5,000 BIPD GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		ATN2448533	4/26/2024	4/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			01TRM04995202	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			SXS006331501	4/26/2024	4/26/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	QWC4002182	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Garage Keepers Legal Liability			ATN2448533	4/26/2024	4/26/2025	$1,000,000 Ded	$1,000 Comp/Coll
B	On Hook/Cargo			01TRM04995202	1/1/2024	1/1/2025	100k/200k/500k Auto Schedule File	$5,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its elected and appointed officers, officials, employees and agents are named as an Additional Insureds as respects liability arising out of the operations of the named insured. General Liability primary and noncontributory and waiver of subrogation wording applies. Commercial Auto additional insured & waiver of subrogation applies. Workers Compensation waiver of subrogation wording applies.

CERTIFICATE HOLDER
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kirk Aguilera/MHONA

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

In consideration of payment of the additional premium listed below, LIABILITY COVERAGE is extended to any person or organization you are required to add to this policy as an additional insured in a written agreement between you and the additional insured that is executed prior to the "accident" provided that:

1) such insurance applies only to the ownership, maintenance or use of a covered auto; and

2) such insurance applies only to acts or omissions by you, your agents or your “employees” while such covered auto is being used in your business; and

3) such insurance does not apply to the acts or omissions of the additional insured or any of the additional insured’s agents or "employees" other than you; and

4) such insurance does not apply if the additional insured is subject to motor carrier insurance requirements and is not insured for hired "autos" under an "auto" liability insurance form that insures on a primary basis the owners of the "autos" and their agents and "employees" while the "autos" are being used exclusively in the additional insured’s business and pursuant to operating rights granted to the additional insured by a public authority; and

5) such inclusion of additional insured shall not increase our limit of liability under this policy.

All other terms, conditions and agreements remain unchanged.

Additional Premium: $ **1,000**

Company Name	Policy Number
Redwood Fire and Casualty Insurance Company	**01 TRM 049952 - 02**
	Endorsement Effective **01/01/2024 12:01 AM**
Named Insured **P & H ENTERPRISES INC**	Countersigned by

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy .)

01/04/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Name Of Person(s) Or Organization(s) (Additional Insured): As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Additional Premium: **$** Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2024 Policy No. QWC4002182 Endorsement No. 001
Insured P & H ENTERPRISES INC

Insurance Company PRAETORIAN INSURANCE COMPANY

Countersigned By _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises
As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract With The Named Insured, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

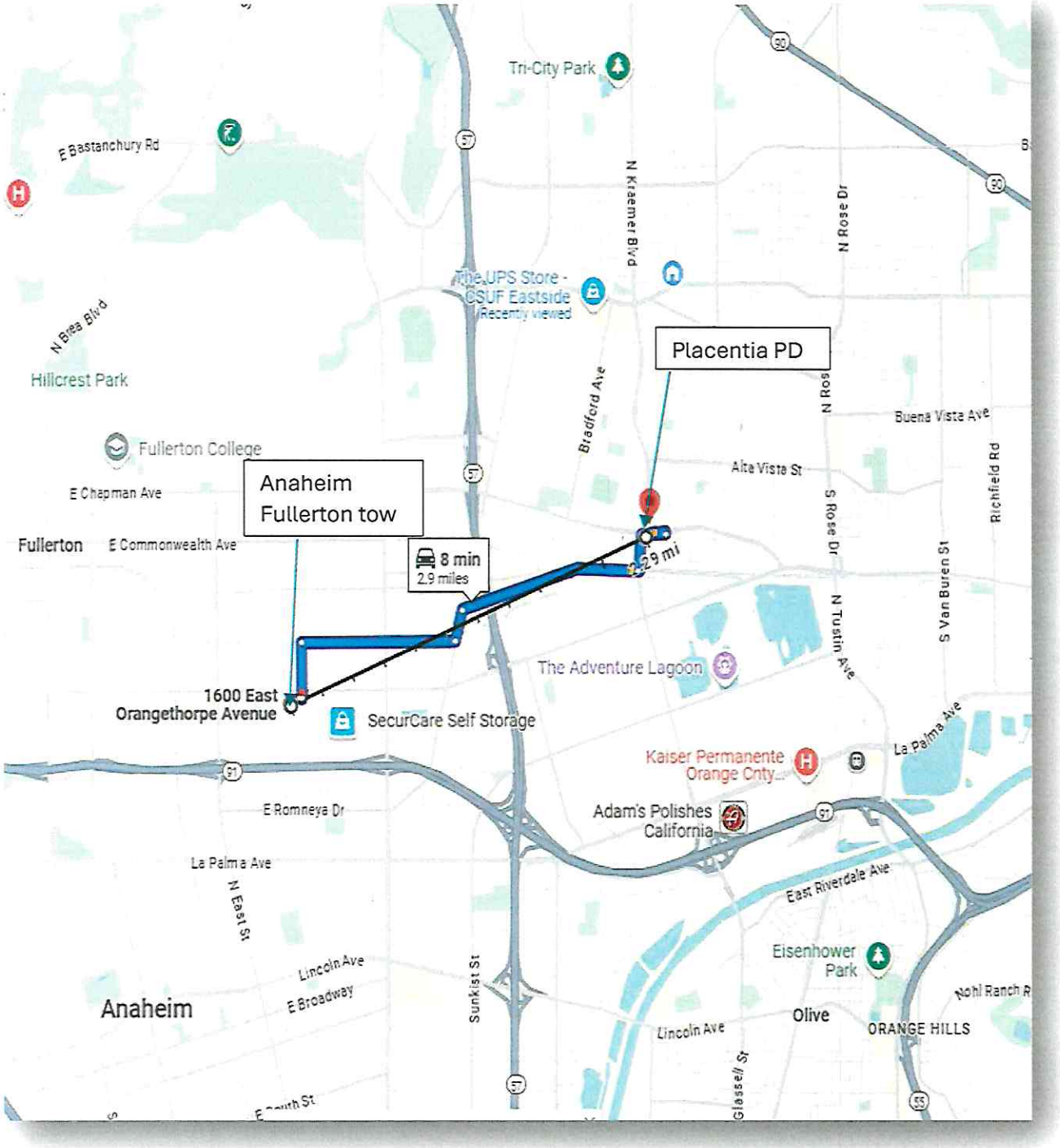
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

 © Insurance Services Office, Inc., 2012

ANAHEIM FULLERTON TOWING (PRIMARY YARD)

1600 E. ORANGETHORPE AVE, FULLERTON, CA 92831

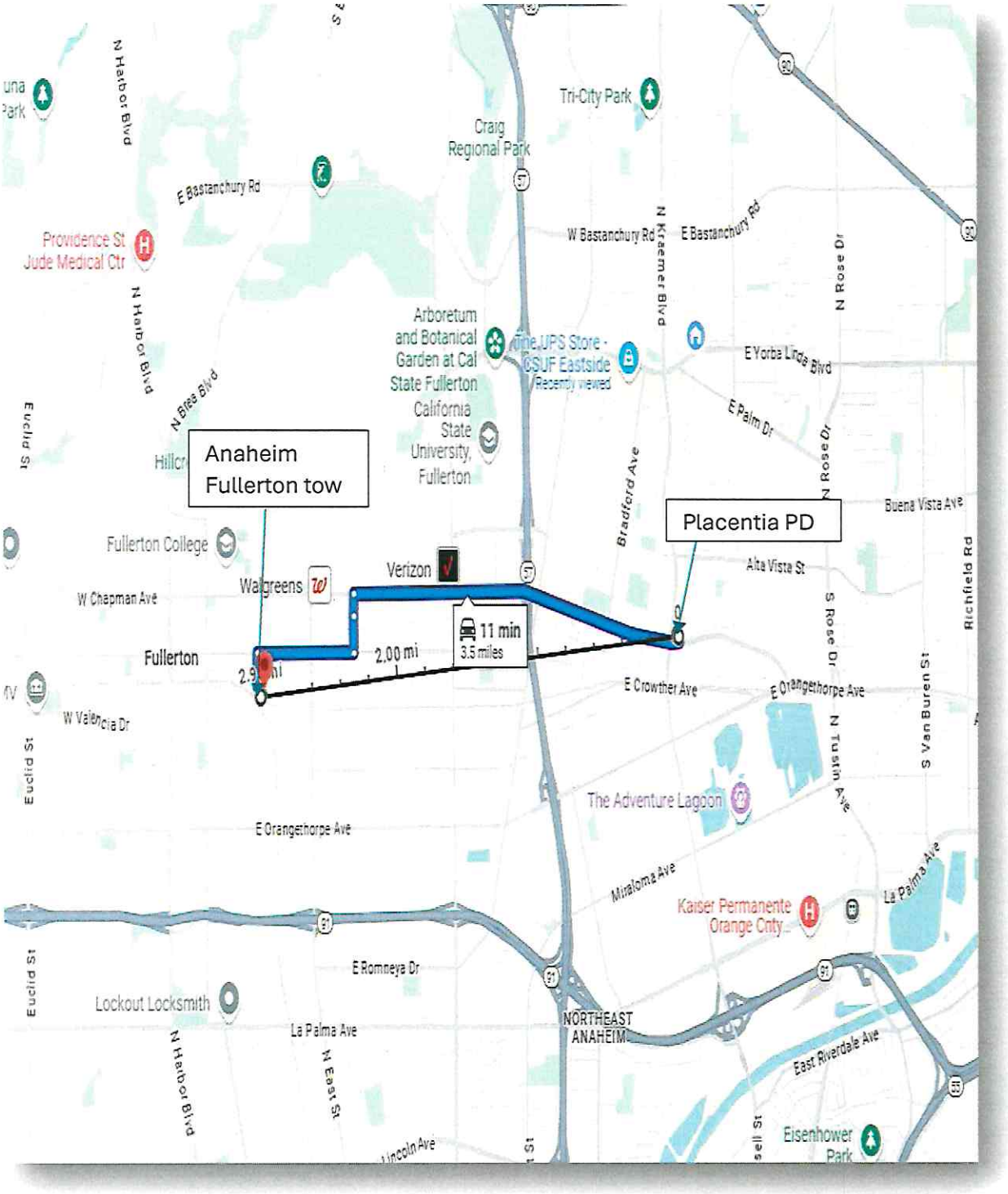
5 MILE RADIUS MAP



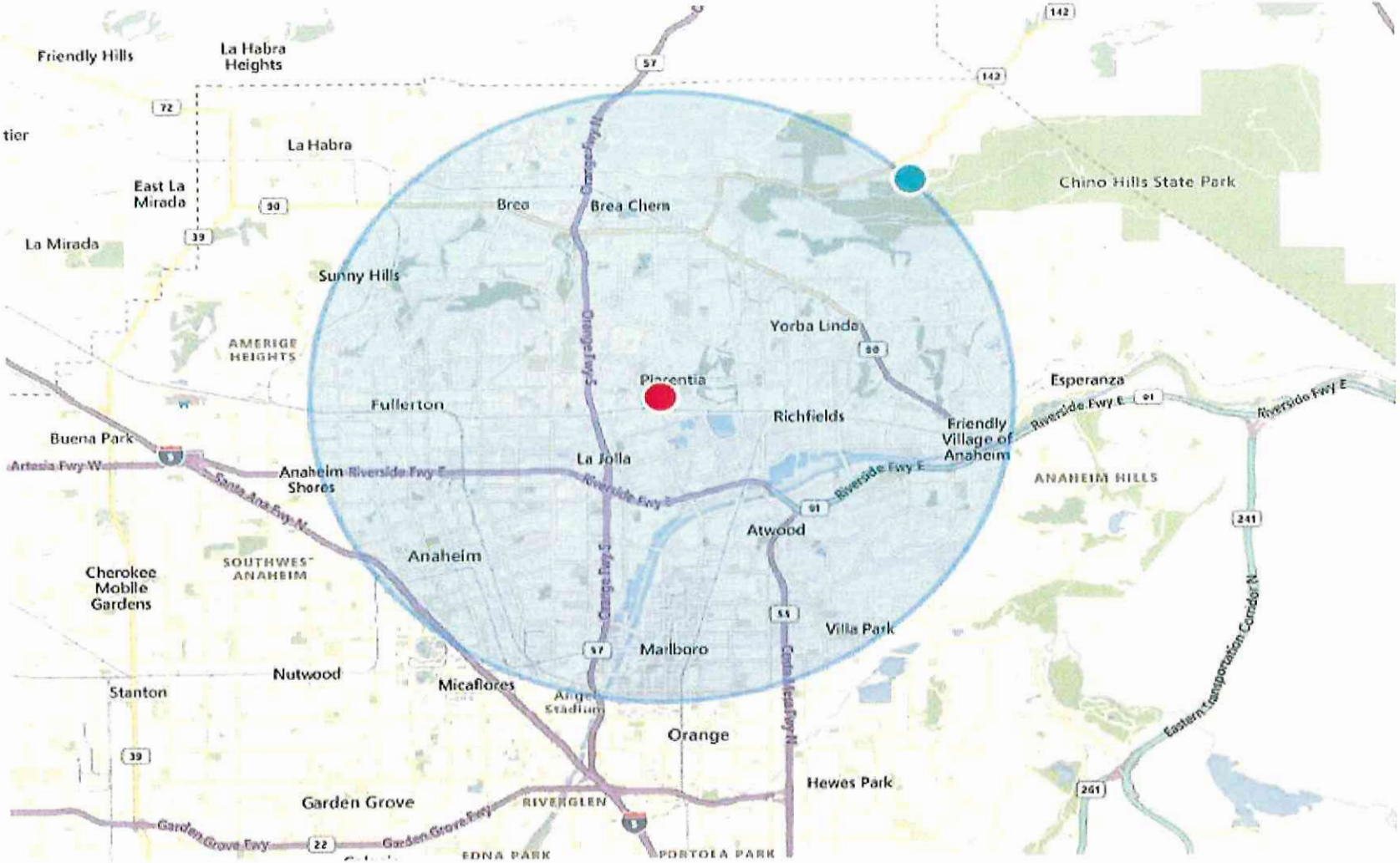
ANAHEIM FULLERTON TOWING (EVIDENCE HOLD LOT)

700 EAST WALNUT, FULLERTON, CA 92831

5 MILE RADIUS MAP



5 mile Radius from 401 E. Chapman Ave, Placentia CA 92870



RESOLUTION NO. R-2024-81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ISSUING CERTIFICATES OF PUBLIC CONVENIENCE AND NECESSITY AND APPROVING THE OFFICIAL TOW SERVICE AGREEMENT

A. Recitals

(i). Chapter 6.76 of the Placentia Municipal Code provides for the establishment of tow service provider(s) and for the issuance of a Certificate of Convenience and Necessity for such services.

(ii). In July 2021, the Chief of Police issued a Request for Proposals and Statement of Qualifications to provide for towing services for the Placentia Police Department regarding the towing and storing of vehicles involved in accidents or disabled for other causes, towing and storing of vehicles which for other reasons are within the jurisdiction of the Placentia Police Department, including but not limited to the towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic, emergency lanes, walkways or handicapped parking spaces, impounded/forfeited vehicles, and/or vehicles seizure as evidence.

(iii). On October 5, 2021, the Placentia City Council awarded a contract to Anaheim Fullerton Towing Company for Official Tow Services, and the City wishes to extend the contract until June 30, 2025.

(iv). Anaheim Fullerton Towing continues to comply, in all particulars, with the requirements of Placentia Municipal Code Section 6.76, and is in mutual agreement to provide continued services, and has submitted a rate increase pursuant to Section 6.76.060, Change of Rates-Procedure, by giving thirty (30) days notice.

(v). Pursuant to Section 6.76.070, the City Council makes the Finding that the tow service rates are fair and reasonable and wishes to approve them.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all aspects as set forth in the Recitals, of this Resolution.

2. Based upon the evidence, the City Council finds that Anaheim Fullerton Tow Company continues to be in compliance with Placentia Code Section 6.76 and finds that the tow rates are fair and reasonable.

3. Based upon the finding set forth herein, the City Council hereby issues a Certificate of Public Convenience and Necessity to Anaheim Fullerton Towing and approves the proposed rate increase.

4. Based upon the Findings set forth herein, the City Council hereby approves the Official Tow Services Agreement with Anaheim Fullerton Tow Company and authorizes the Mayor to execute said Agreement.

APPROVED and ADOPTED this 3rd day of December 2024.

_____
Jeremy B. Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024

Submitted by: Teri Knutson

From: Police Department

Subject:
Approval of Agreement for False Alarm Management Services

Financial Impact:
Fiscal Impact:
Revenue: $130,000 per Fiscal Year

Summary:
The City contracts for the administration of false alarm fine charges with a private vendor. This action will consider approval of an updated agreement for these services with the existing provider, Alarm Program Systems, which received the highest score in a recent Request for Proposals.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Alarm Program Systems, LLC for a term of five (5) years for false alarm management services; and
2. Authorize the Acting City Administrator and/or her designee to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 2, Ensure that Public Safety Continues to be a High Priority.

Discussion:
Placentia Municipal Code Section 10.38.040 requires every resident or business with an alarm system to obtain a permit from the Police Department. A bi-annual fee is charged to maintain the alarm permit system. False alarms cause a drain upon Police Department resources, so Placentia Municipal Code Section 10.38.100 allows a fine to be charged to those alarm owners who have excessive false alarms to encourage alarm owners to maintain their systems and implement procedures to prevent false alarms. The goal of this program is to reduce the number of false alarms and, by doing so, increase the amount of patrol time for police officers.

Alarm Program Systems (APS) has been providing false alarm management services to Placentia for the past five years. Currently, APS retains 16% of all alarm program revenues

collected to administer the program, which generates an estimated $130,000 per fiscal year. To ensure the City is receiving the best cost-efficient services, the Police Department issued a Request for Proposals for false alarm management services. Two firms responded.

Vendor	**Proposal Amount**
Alarm Program Systems	19% of revenue collected
PM AM Corporation	15% of revenue collected

Staff recommends that the City retain the existing provider, Alarm Program Systems, for a five-year term. The City has had excellent service with the firm for the past five years. Continuity with the firm's knowledge of the Placentia Municipal Code and maintaining service to residents and businesses justifies continuing with the same company.

Fiscal Impact Summary:
The City receives an estimated $130,000 per year in revenues from false alarm collections.

Attachments
PSA False Alarm 2024-2029.pdf
Exhibit A - Alarm Program Systems Proposal 10-10-2024.pdf
COI - City of Placentia - Alarm Program Systems, LLC.pdf

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALARM PROGRAM SERVICES, LLC

THIS AGREEMENT is made and entered into this 3rd day of December, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and ALARM PROGRAM SYSTEMS, LLC, a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide False Alarm Management Services within the City of Placentia, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties, and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Nineteen percent (19%) of revenues collected as detailed in Consultant's Proposal dated October 10, 2024, unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A". The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, terminating on December 2, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties..

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development, and construction documents, data studies, drawings, maps, and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior

writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives, and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives, and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Alarm Program Systems LLC.	City of Placentia
367 Civic Drive – Suite 10	401 E. Chapman Ave.
Pleasant Hill, CA 94523	Placentia, CA 92870
Tel: 510-267-0414	Tel: 714-993-8164
	Fax: 714-524-3459
Attn: Jim Huchingson	Attn: Brad Butts

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the

laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable

worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and

of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____

Rosanna Ramirez, Acting City Administratorr

ATTEST:

_____
City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT:

_____ Date: _____
Signature

_____
Jim Hutchingson, President

_____
Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krysle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
James McIlheney, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Brad Butts, Chief of Police

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars

($1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

> I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

4. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

   Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.

5. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

7. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

8. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CITY OF PLACENTIA, CA

FALSE ALARMS MANAGEMENT SERVICES PROPOSAL

SUBMITTAL DATE: 10/10/2024

Alarm Program Systems LLC.
367 Civic Drive - Suite 10
Pleasant Hill, CA 94523
Phone: 510-267-0414
www.alarmprogramsystems.com

Teri Knutson
Management Analyst
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

Ms. Knutson:

In response to the City of Placentia's recent RFP, Alarm Program Systems LLC. [APS] is pleased to present the city with a proposal to provide False Alarm Management Services. APS is honored to have had the opportunity to work as Placentia's partner in this capacity for the last 5 years. It is our sincere belief that our company provides the industry's leading solution and we'd like nothing more than continue our relationship as the Placentia's alarm program administrator.

The APS value proposition is simple:

- We are the only nationwide owner-operated solutions provider focused exclusively on alarm ordinance management.
- We offer a 100% web-based CRM platform built on Salesforce.com that provides flexible industry-leading capability.
- We have the size, focus and processes to provide clearly superior service to any alternative in the marketplace.

APS is headquartered in the San Francisco Bay Area and currently administers programs for 60 agencies. Our company handles 310,000+ alarm permits and processes 4,900+ false alarms monthly across its partner base. Over the course of our 10 year history, we've managed growth with a close attention to our core mission to provide the best service in this market segment. We've established by reputation a platform robust enough to maintain this standard from agencies servicing upwards of 800,000 citizens down to those servicing under 20,000.

The APS application is a 100% cloud-based solution that enables collaboration, integration and automation between business units across multiple departments - creating a true municipal agency and citizen engagement solution. All program information is highly secure, stable, and accessible in real time from any device. From the front end citizen portal to the back end administrative interface, APS is able to leverage an industry leading technology stack to ensure that our product offering is constantly improving at the pace of current technology.

On the service side, APS features an experienced customer support team that is well versed in all aspects in the management of an alarm program. Our staff will be trained on both Placentia's Alarm Ordinance and the manor in which the city want's it administered. To ensure that we operate as an effective face forward for our partner agencies, APS places a strong

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priority on responsive support via phone and email during all business hours. Additionally, our focused in person outreach to problem alarm sites has demonstrated effectiveness in both reducing aggregate false alarms while improving collection metrics.

We believe the APS solution can continue to help Placentia significantly lower embedded agency costs, heighten public awareness, increase program revenues, meaningfully reduce both intrusion and fire false alarms, and free up valuable resources for public safety.

Please do not hesitate to contact us if you have any questions.

Sincerely,



Jim Huchingson

President

Alarm Program Systems LLC.
367 Civic Drive, Suite 10
Pleasant Hill, CA 94523

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INSURANCE STATEMENT & W-9

CITY OF PLACENTIA

PROPOSAL REQUIREMENTS

PROPOSAL LETTER

CONTRACTOR NAME:

Alarm Program Systems LLC

In response to the request to provide False Alarm Management Services for the City of Placentia, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the Work as required in the Contract.

This Contract is not exclusive. The City expressly reserves the right to contract for performance of services such as those described herein through other Contractors.

The undersigned agrees to supply the Scope of Work at the costs indicated in its cost proposal if its Proposal is accepted within 120 days from the date specified in the RFP for receipt of proposals.

The undersigned has reviewed the enclosed contract terms and conditions and agrees to accept all terms and conditions of the CITY's contract unless otherwise noted in the proposal response. If any exceptions are taken, Proposer has identified such exception in the available space below. Such exception shall identify each item to which the Proposer is taking exception or is recommending change, including the suggested rewording of the contractual obligations or suggested change in RFP, and identifies the reasons for submitting the proposed exception or change.

If recommended for Contract award, the undersigned agrees to execute a contract which will be prepared by the CITY for execution, within 10 calendar days following Notification of Award. It is understood that the recommendation for contract award will not be placed on the agenda for consideration by the City Council until the CITY has received the executed contract. The CITY will fully execute the contract subject to resolution of Protest filings, if any, and approval by the City Council.

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The undersigned will also deliver to the CITY prior to the commencement of Scope of Work the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by the CITY, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work and the Contract.

Incorporated herein and made a part of this Proposal are the Response Data and Proposal Forms required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents (if applicable):

Addenda No. N/A

Identification of Exception(s) to RFP, Scope of Work or Sample Agreement. If not applicable, write "N/A" in the space provided:

N/A

Proposer represents that the following person is authorized to negotiate on its behalf with the CITY in connection with this RFP:

Jim Huchingson	President	510-267-0414
(Name)	(Title)	(Phone)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that the CITY will not be responsible for any errors or omissions in these RFP Documents.

BY: _____ (Signature)

510-267-0414 (Phone Number)

Jim Huchingson (Type or Print Name)

President (Title)

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PROPOSER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE

(Submit with RFP Package)

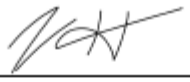
This signed document must be included with your bid package in order for your Proposal to be considered complete!

PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in Exhibit B, Insurance Requirements, of the Sample Agreement.

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **CITY** and other additional insureds as per the agreement for the work specified And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

Jim Huchingson, Alarm Program Systems LLC

Please Print (Person, Firm, or Corporation)



Signature of Authorized Representative

Jim Huchingson, President

Please Print (Name & Title of Authorized Representative)

10/8/2024	510-267-0414	jim@alarmprogramsystems.com
Date	Phone Number	Email

NOTE: All insurance certificates and endorsements must be received by or sent within ten (10) City working days of the original request or the City reserves the right to proceed with the next lowest responsible bidder or the next highest scoring proposer in the process. Please do not send any insurance documents to the City with your Proposal.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

ALARM PROGRAM SYSTEMS LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

367 CIVIC DRIVE SUITE 10

Requester's name and address (optional)

6 City, state, and ZIP code

PLEASANT HILL, CA 94523

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	5	–	4	8	0	6	5	3	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ VA Date ▶ 9/8/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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REFERENCES

APS References

Glendale Police Department, CA 8/21-Present
Alison Finch, Public Safety Business Administrator
(818) 937-8851 / afinch@glendaleca.gov
Population: 202,000
Selected in RFP
Migrated alarm program from former administrator, PM AM
Current Outsourced Administrator

Queen Creek, AZ 9/23-Present
Luz Fierro, Police Support Specialist Supervisor
(580) 358-3535 / luz.fierro@queencreekaz.gov
Population: 72,000
Migrated from in house solution
Current Outsourced Administrator

Clackamas County Sheriff's Office, OR 7/23-Present
Tami Dran, Records Manager
(503) 785-5181 / tamidra@clackamas.us
Population: 205,000
Migrated from CryWolf
Current Outsourced Administrator

Boulder Police Department, CO 1/20-Present
Therese Hil'leary, Dispatch Supervisor
(303) 441-4828 / hillearyt@bouldercolorado.gov
Population: 109,000
Selected in RFP
Migrated from CryWolf
Current Outsourced Administrator

Montebello Police Department, CA 1/20-Present
Stacy Smith, Communications Supervisor
(323) 887-1209 / SSmith@montebelloca.gov
Population: 63,000
Migrated alarm program from in house solution
Current Outsourced Administrator

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SOLUTION OVERVIEW

Solution Overview

APS will continue to manage/administer the Placentia False Alarm Program with the same attention to detail, responsiveness, and citizen support that drew Placentia to partnering with us 5 years ago.

APS's project team for Placentia have all been in place since the beginning of our current contract with the city. Each of the members (p. 19) — from Project Manager, Technical Manager and Customer Support —are all principals who will be giving their full attention to managing a successful partnership. Placentia will have our undivided attention. Jim Huchingson, President, will continue to serve as the dedicated Project Manager.

Alarm Program Systems will continue to provide Placentia with a 100% web-based application that requires no hardware or software to be purchased. APS is prepared to work with all defined city personnel to ensure the City of Placentia meets all of objectives with its alarm program.

- ❑ APS shall, consistent with Placentia's current alarm ordinance and any future amendments, provide, operate, and maintain Placentia's Alarm Management Program. More specifically, we shall develop, provide, operate, and maintain the systems necessary to communicate with Placentia's designated officials, Alarm Companies, Police Department, and those members of its citizenry affected by the alarm ordinance.

- ❑ The APS platform will be tailored to fit Placentia's particular needs and objectives and it will perform all functions necessary to satisfy same. It will acquire, access, assimilate, produce, record and store data relevant to the operation of Placentia's Alarm Management Program. It will generate and issue notices, permits and billing statements; track accounts receivables, account histories (including hearings and appeals); and generate reports.

- ❑ APS will provide accounting reconciliation services and accounting reports for all billing pursuant to Generally Accepted Accounting Principals on a monthly basis. This shall include monthly auditing to ensure accuracy. Said reports and all supporting documents will be submitted to the city within ten business days of month's end.

- ❑ APS will securely maintain all existing alarm program records (permits, billings, payments/history, fees outstanding, etc.) for the Placentia alarm program.

- ❑ APS will notify households, businesses, and alarm service providers of alarm ordinance existence and requirements, using city-generated templates and language as required.

- ❑ APS will generate and issue notices, permits and billing statements; track accounts receivables; and generate reports.

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- ❑ APS will establish an interface protocol with Placentia's current CAD/RMS vendor and collect alarm call data weekly, or as otherwise required by Placentia. We will provide for a secure, encrypted transmission of this data.

- ❑ APS will perform billing and payment collection functions consistent with the terms of Placentia's alarm ordinance. We will send written notice to alarm users who generate false alarms and actively pursue those who are delinquent in making their required payments.

- ❑ APS will provide an online alarm user portal where households and businesses can obtain and renew alarm permits, pay billings, view their alarm activity, view Placentia' alarm ordinance, update account information, and review FAQ's and responses thereto.

- ❑ APS will maintain a Toll-Free telephone number (M-F, 9am-5pm PST) that individuals may call to speak with someone about the specific details of their bills or to ask about the alarm permit program in general. Additionally, inquiries may be submitted via email and a timely response will be delivered to each inquiry received.

- ❑ APS will provide a system-integrated solution to collect and organize appeals for City mediation and handle adjustments and communication upon resolution.

- ❑ APS will provide Placentia with 24-hour emergency telephone number where an APS associate can be reached at all times.

- ❑ APS will provide training to Placentia employees engaged in the operation and/or oversight of Placentia's Alarm Management Program.

- ❑ APS will provide Placentia with secure, online access to alarm management information, including, but not limited to, reports produced by Placentia-defined search criteria.

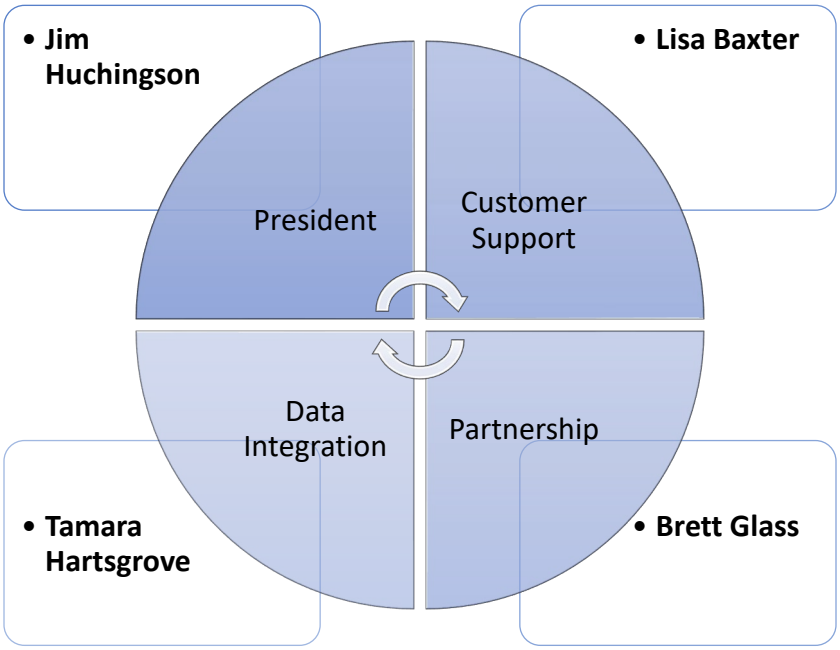
- ❑ APS will produce and deliver reports to Placentia in a timely manner as required or requested by the city, including, but not limited to, auto-notifications.

- ❑ Our system is capable of generating and producing reports based upon the entry of a variety of parameters, including, but not limited to: registration number, permit status, customer name, customer address, incident type, and date, including a range of dates. Our system accepts multiple search criteria, including partial and wildcard searches.

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APS TEAM

Project Management Organization



Jim Huchingson will serve as Project Manager and oversee all phases of the Placentia partnership. His efforts will be concentrated on the development of a rollout plan and overseeing all phases of the project - including status meetings, data import, website development, and managing CAD and financial interfaces.

Lisa Baxter will conduct customer support training. She will train the train customer support staff on Placentia's ordinance, establish a protocol for appeals with the city, and implement work flow rules for collection and billing.

Tamara Hartsgrove will serve as the point person for data conversion and integration. She will take alarm program data in whatever form it currently exists and import it onto the APS platform. She will also assist in designing of any necessary CAD/RMS interface.

Brett Glass will serve as Co-Manager on the project and coordinate regular progress meetings with Placentia to ensure clear communication throughout the onboarding process. He'll handle all communication materials for alarm company and citizen outreach. Brett will continue as Placentia's primary Customer Service Representative after the program has been rolled out.

These four key members of the team will serve as contact points for respective staff members in Placentia focused on the False Alarm Management Program. Each will be principally responsible for working with Placentia and ensuring the success of its alarm program.

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Key Project Personnel



Jim Huchingson

Project Manager/President

Jim Huchingson is the President and founder (2012) of Alarm Program Systems, LLC. .

Jim has over seventeen years of experience in designing, implementing, supporting and managing recurring revenue streams for many of the largest organizations in the world, including providing services to run the False Alarm Program for the City of San Francisco.

He plays an integral part of the day-to-day operations including Customer Support, Finance and Product Development. Additionally, Jim is in charge of each implementation and the customer on-boarding process.

Jim graduated with a Bachelor's degree in Legal Studies from the University of California at Berkeley.

Technology Background:

- Salesforce.com
- Force.com
- Zendesk [Customer Support}
- Permit and Licensing Process Development and Optimization
- Product Development [Jim is the architect of the Alarm Program Systems application]
- Customer Support Process Development
- Heroku Web Development and E-Commerce Applications



Lisa Baxter

Training Manager/Customer Support

Dedicated Customer Service Manager with 15 years of experience building, staffing, and overseeing high-functioning operations and service teams in both health care and technology verticals. Prior to APS, Lisa worked at Halt Medical (acquired by Acessa Health) and AcroMetrix.

Lisa is responsible for service agent training as well as testing, modifying and implementing all customer support workflows. She heads the hearing and appeals process and has extensive experience in collections and billing.

Lisa is recognized for exceptional, high-touch customer service, maintaining a 100% recommendations rating on feedback surveys.



Darlene White

Program Support Manager

Alarm company coordinator and customer service representative.

Ten years experience in investment banking, with roles as national and regional account executive (Integrity First Financial Group & Freedman, Billings & Ramsey).



Sandy Quiett

Program Support Manager

Customer service specialist.

Twenty years professional experience managing customer service operations.

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Tamara Hartsgrove

Implementation Manager

Tamara is responsible for all new and running projects; working with developers and managers; creating testing plans, outlines and the implementation of CAD and software interfaces. She oversees quality assurance and data migration. She is proficient with systems such as Task, Microsoft Expression, Excel, SQL, Word, Access, OnTime, Microsoft Project, and Salesforce.



Dave Krupinski

Developer

Full-Stack Engineer with a focus on Content Systems Architecture. Custom tools to generate, maintain, and distribute content across the web and mobile devices. Tasks include modifying, upgrading and optimizing the APS platform.

Technology Background:

- Ruby on Rails
- NodeJS
- HTML5
- MongoDB
- Redis
- MySQL
- Haml
- SQL Server
- Slim
- Javascript
- JQuery
- CoffeeScript
- SpineJS
- Prototype
- Cold Fusion



Brett Glass

Operations & Partnership/Vice President

Customer outreach, product development, and compliance processes. Prior to joining APS, Brett had twenty years of experience in financial service corporate management, including Hambrecht & Quist, Lake Union Capital (Managing Partner), First Albany (Managing Director), and JP Morgan. Bachelor of Arts, UCLA.

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SCOPE OF SERVICE

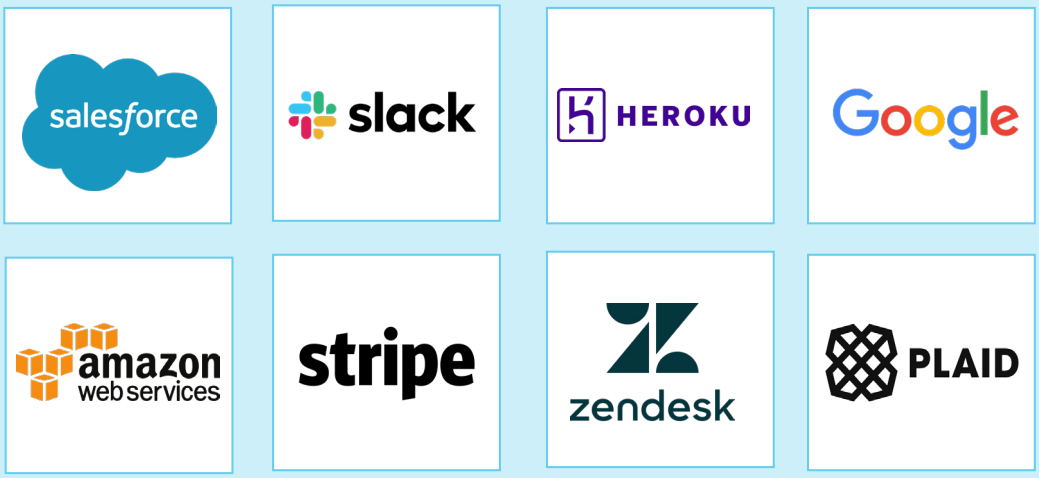
Project Approach: Technology

Our firm has become a popular solution for law enforcement agencies who have chosen to implement a true CRM solution beyond simply invoicing and billing. The APS application is built on the Salesforce.com platform, which enables collaboration, integration and automation between business units, applications across multiple departments - creating a true municipal agency-citizen engagement solution.

Utilizing the APS platform, Placentia staff will have unlimited real-time access to all relevant data related to the alarm program's operation. Though a simple, point and click interface, city administrators will have the ability to call data metrics (on any time frame) such as program revenues, current permits, refused permits, false alarm billings, outstanding receivables, past due balances, collection rates, upcoming renewals, etc. Custom reports can designed for each user's individual preferences. All reporting is easily exported to Excel, PDF, or other file formats.

The APS CRM-rich feature set allows users (both city and administrator) to record an up-to-the-minute history of all customer service interaction related to each unique permit/account. Phone inquiries, emails, appeals, and agency notes can all be logged and shared by users to maximize collaborative efficiency.

The APS application is a 100% web-based, secure platform built from the ground up on a technology stack unparalleled in the industry today leveraging the ongoing evolution of leading-edge applications such as:



Building on Salesforce cloud-based architecture helps ensure that your alarm program's functionality is able to upgrade in parallel with the rapid evolution of technology. Our commitment to constantly investing to provide the leading standard in both personal client service and technology translates to alarm management programs that experience both the lowest error rate and highest collection rate in the industry.

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Customer Service

APS has a diverse collection of expert customer support professionals with a proven capacity to drive program revenue and false alarm reduction. From our project managers to our customer support staff, we employ only the most qualified individuals in the industry. We invest heavily in initial and ongoing training to maintain competency in support strategies, industry issues, client products and services, and general communication skills.

The training is comprised of four components:

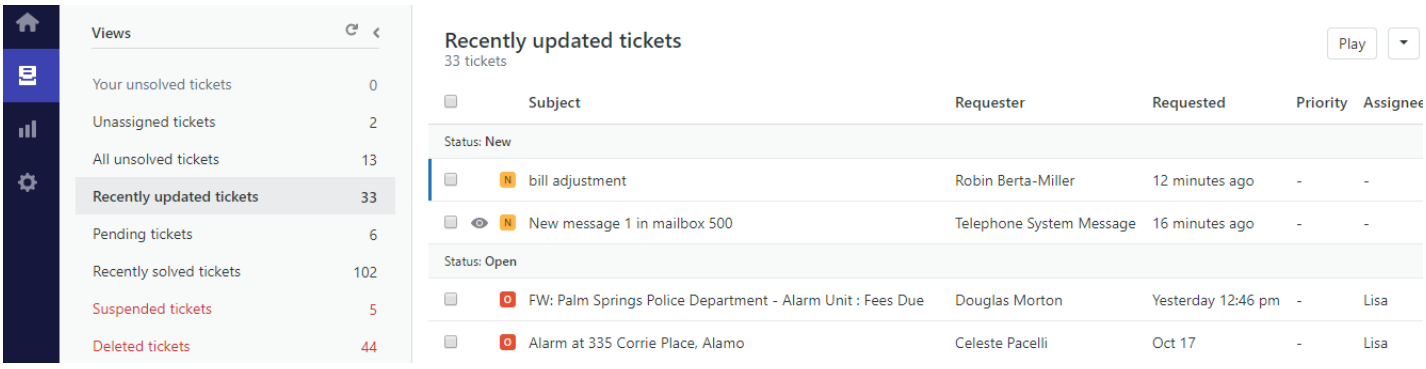
- **Ordinance-Specific Training:** Revenue events and triggers, policy guidelines and fee schedules.
- **Customer Support Training:** Common objection handling review, FAQs and Placentia program review will enhance team communication and collection skills.
- **Community Awareness Training:** Our customer support team will review and disseminate all current community affairs and Law Enforcement news in Placentia on a daily basis to ensure our staff can understand and communicate effectively with the residents of Placentia.
- **Continued and Ongoing Training:** Our team's practical hands-on support experience is a great resource for improving the process and identifying ways to maximize false alarm reduction for our clients. We provide monthly "Leadership Lunches" with industry experts and support trainers from around the country.

The APS staff will be available to assist citizens and business owners and to answer program and billing questions via access to a Toll-Free telephone number, chat and email. The APS customer service team will be available from 8am – 5pm PST, Monday through Friday, excluding major national holidays. An integrated voice response [IVR] and voice mail system will be enabled and customized for the use of Placentia's false alarm management program, including customer greetings and call routing. All calls not handled in real time will be returned within 24 hours from receipt. We can fully support an integrated customer support model whereby APS and Placentia personnel collaborate and contribute together, not just in answering calls but for all program functions. The majority of requests are handled within 60 minutes or less.

Additionally, our application infrastructure is based on the core customer relationship management principles. Accurate record keeping, familiarity with local issues and multiple communication channels (phone, email and chat) are key components to resolving customer inquiries.

The APS Customer Service Team is kept up-to-date with security industry and agency relevant news through a dynamic feed straight into the APS application.

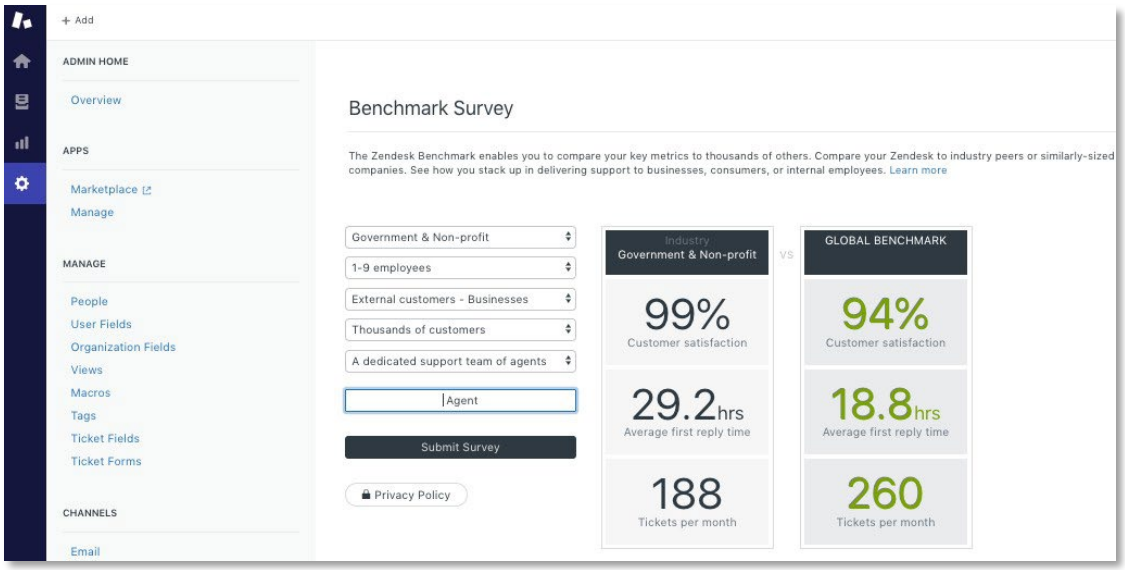
APS uses Zendesk to track and manage all customer support interactions. All requests are logged and closed through Zendesk. Zendesk is a San Francisco based company and is regarded as the premiere customer support application worldwide.



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Customer Satisfaction and Measurement

All customer service interactions are tracked, measured and Zendesk provides us the capability for APS to measure response time and customer satisfaction.

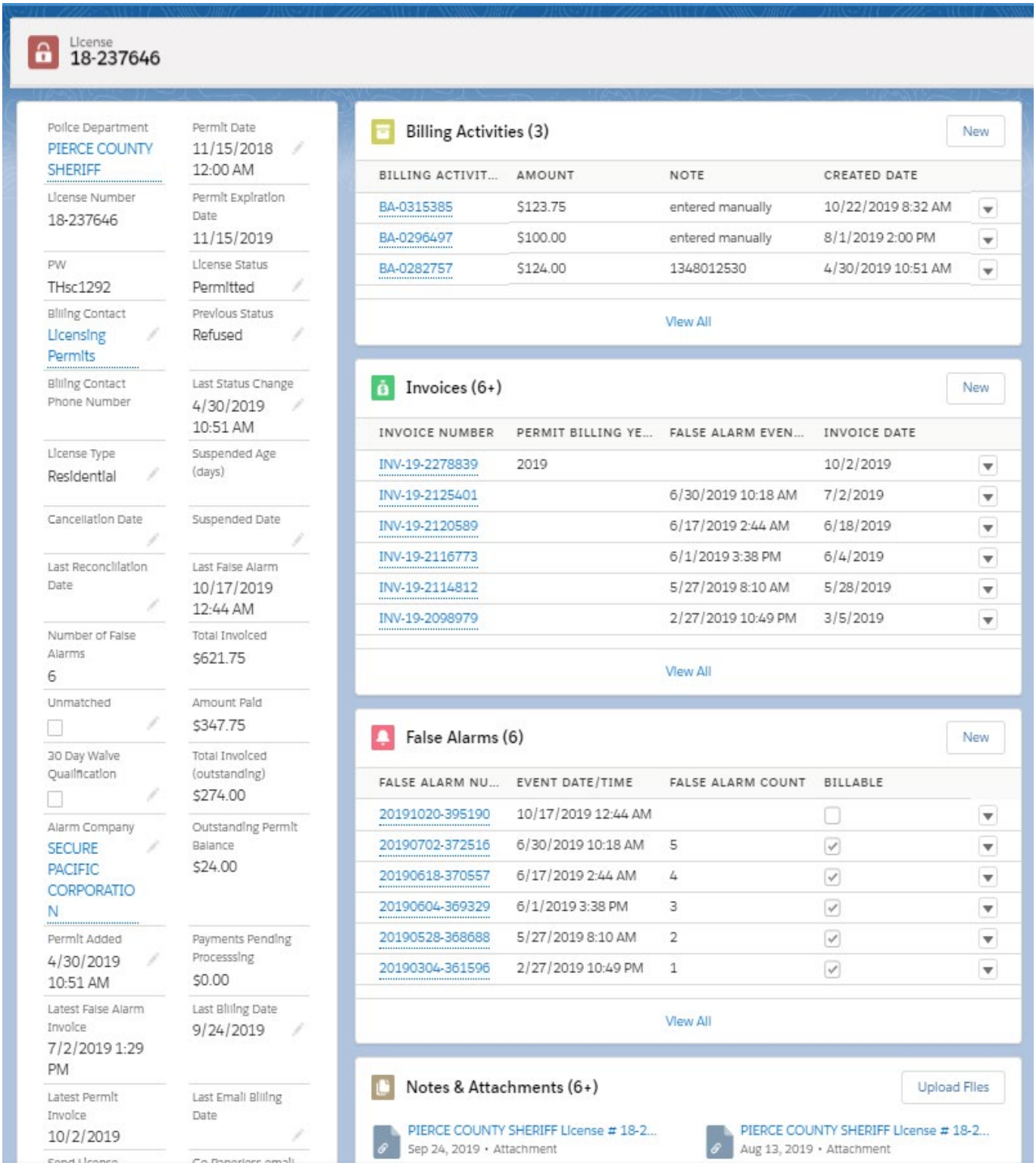


Alarm Permitting, Renewal & Suspension

APS automates the entire process for generating permits, renewal notices, false alarm notices and permit suspensions. Permits/Address records are generated through electronic registration on the alarm user website: **https://placentiaca.citysupport.org.** Alarm company roster and CAD false alarm data is imported at a measured interval. When a permit/address record is established, APS time stamps and tracks every interaction with the record, including items such as: status, status change date, total number of false alarms, outstanding balances, all fee notification history, permit renewal and expiration dates. Workflow rules are set with each field to create any number of automated actions based on the time stamp or value change. For example, 45 days from expiration date, renewal notice invoices are automatically generated. All invoices are attached as links to the permit record and can be viewed at any time.

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Sample Permit Record in APS

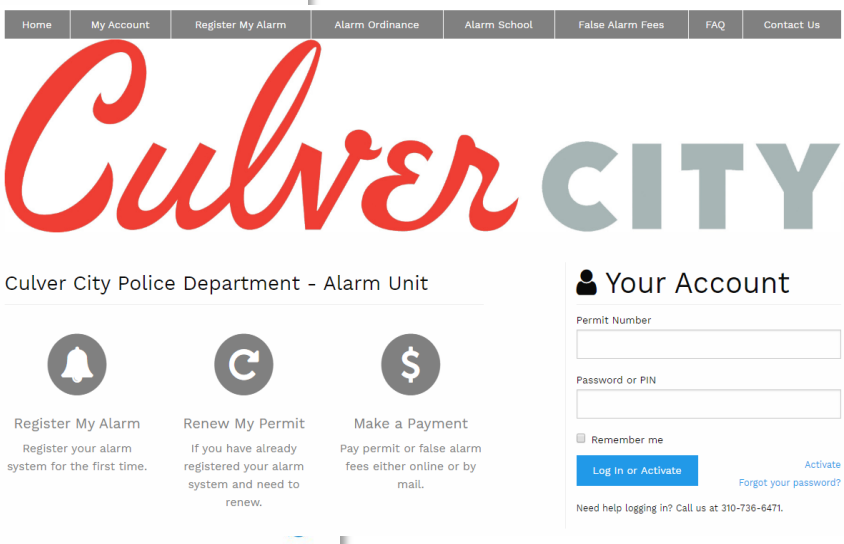


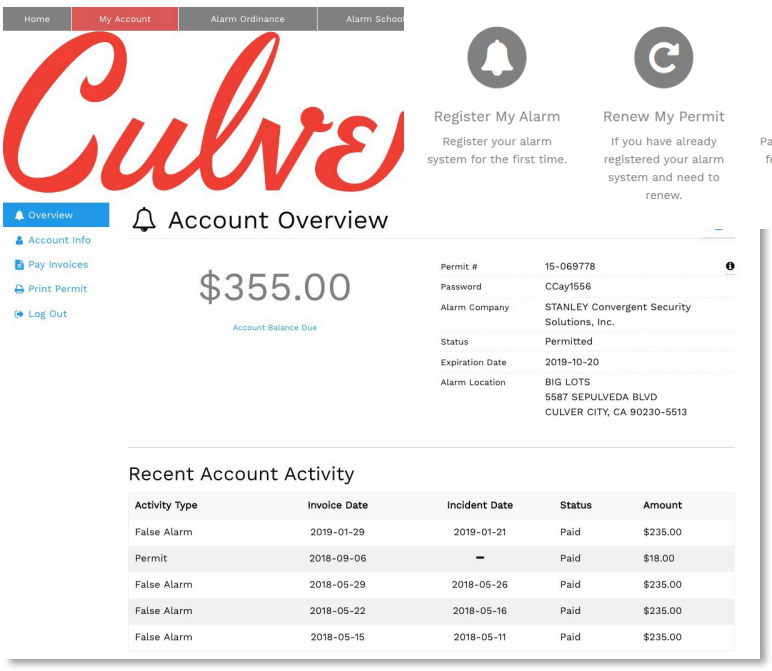
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Alarm User Web Portal

In addition to submitting payments by mail, customers will have the ability to pay on-line. APS has a Web builder portal admin application to make any and all content changes quickly. Our secure website portal is built with the latest technology stack and is mobile-friendly for alarm users to interact with on any device or desktop. Alarm users can manage all of their permit and false alarm history in addition to paying fees online. Alarm users can also print a copy of their alarm permit from the web portal.



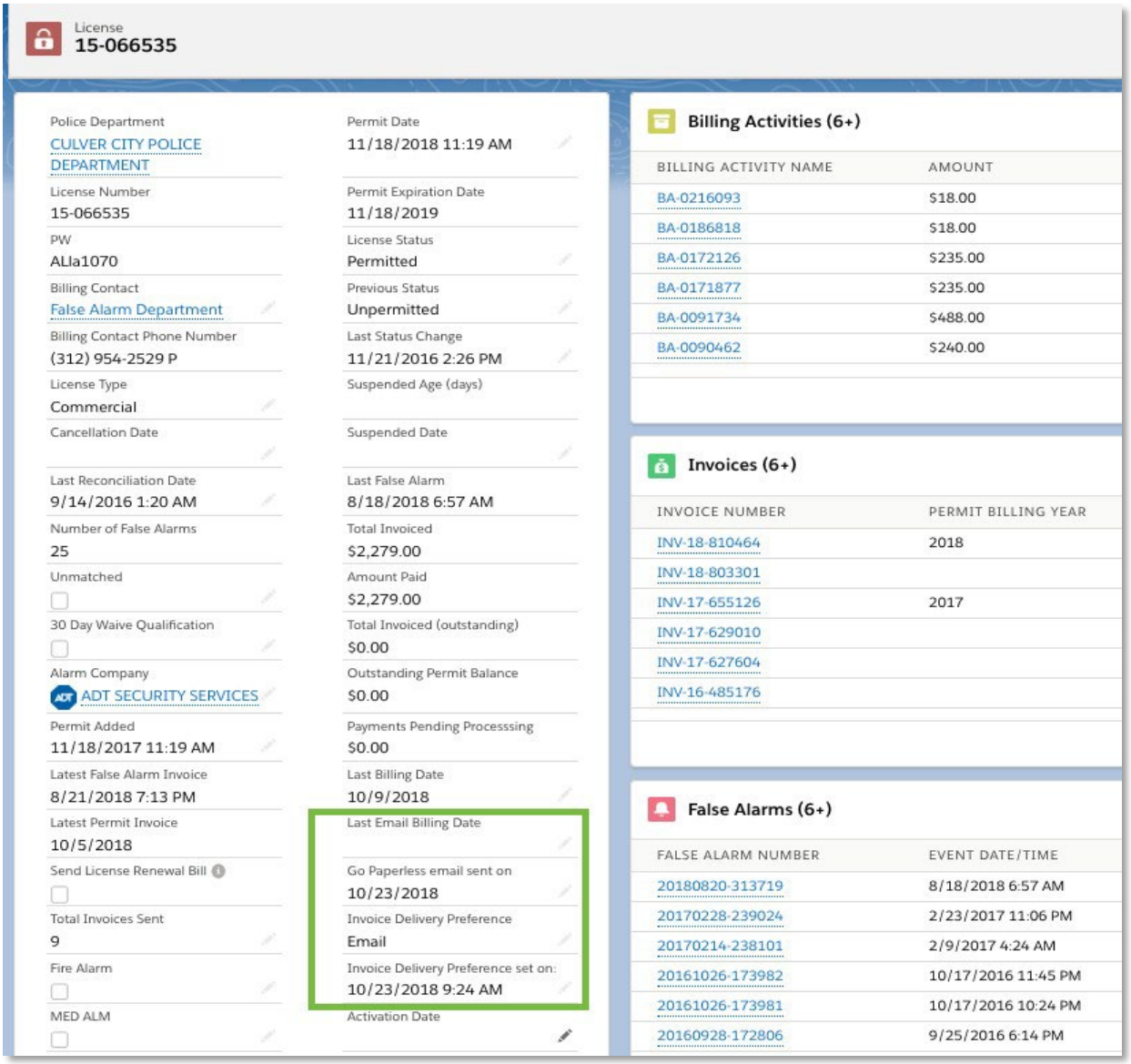




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Electronic Billing

The APS application can track alarm user notification preferences such as mail, email or both mail and email correspondence. All email communication templates are stored and managed within the APS application.



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Sample False Alarm Billing

SAN RAFAEL POLICE DEPARTMENT - ALARM UNIT
PO BOX 11194
SAN RAFAEL, CA 94912

https://sanrafaelca.citysupport.org
1 888 865-9770

DATE	PAY THIS AMOUNT	PERMIT NO.
12/29/2020	$70.00	19-518345

KAISER PERMANENTE
LICENSING PERMITS
99 MONTECILLO ROAD
SAN RAFAEL, CA 94903

MAKE CHECKS PAYABLE / REMIT TO:

SAN RAFAEL POLICE DEPARTMENT - ALARM UNIT
PO BOX 11194
SAN RAFAEL, CA 94912

19-518345 000070009

PAST DUE

Please detach and include with your payment.

ALARM LOCATION: 99 MONTECILLO RD

INVOICE	FEE TYPE	INVOICE DATE	INCIDENT DATE	FEES	PENALTIES	AMOUNT PAID	AMOUNT DUE	DUE DATE
INV-20-2771660	False Alarm	11/10/2020	10/29/2020 2:42 PM	$50.00	$0.00	$0.00	$50.00	12/10/2020
INV-20-2772561	Permit 2020	11/13/2020		$20.00	$0.00	$0.00	$20.00	12/13/2020

Questions about your bill?
Phone: 888 865-9770 Monday - Friday 9am - 5pm PT
Email: sanrafaelca@citysupport.org
Web: https://sanrafaelca.citysupport.org

Total Amount Due: $70.00

ORD. NO. 1973 governs the use of Alarm Systems and it assesses fees for alarm permits, permit renewals and false alarms. The SAN RAFAEL POLICE DEPARTMENT has been informed that your address has an active alarm system and the following fees are now due. Permitted users may be able to attend alarm school to have false alarm charges reduced. To see if you are eligible please visit https://sanrafaelca.citysupport.org /alarm-school to learn more.

Online Payment To manage your account online, make a payment with a credit or debit card, or to obtain more information about the SAN RAFAEL POLICE DEPARTMENT Alarm Ordinance go to https://sanrafaelca.citysupport.org. To log in, please enter your PERMIT NUMBER and PIN or PASSWORD.

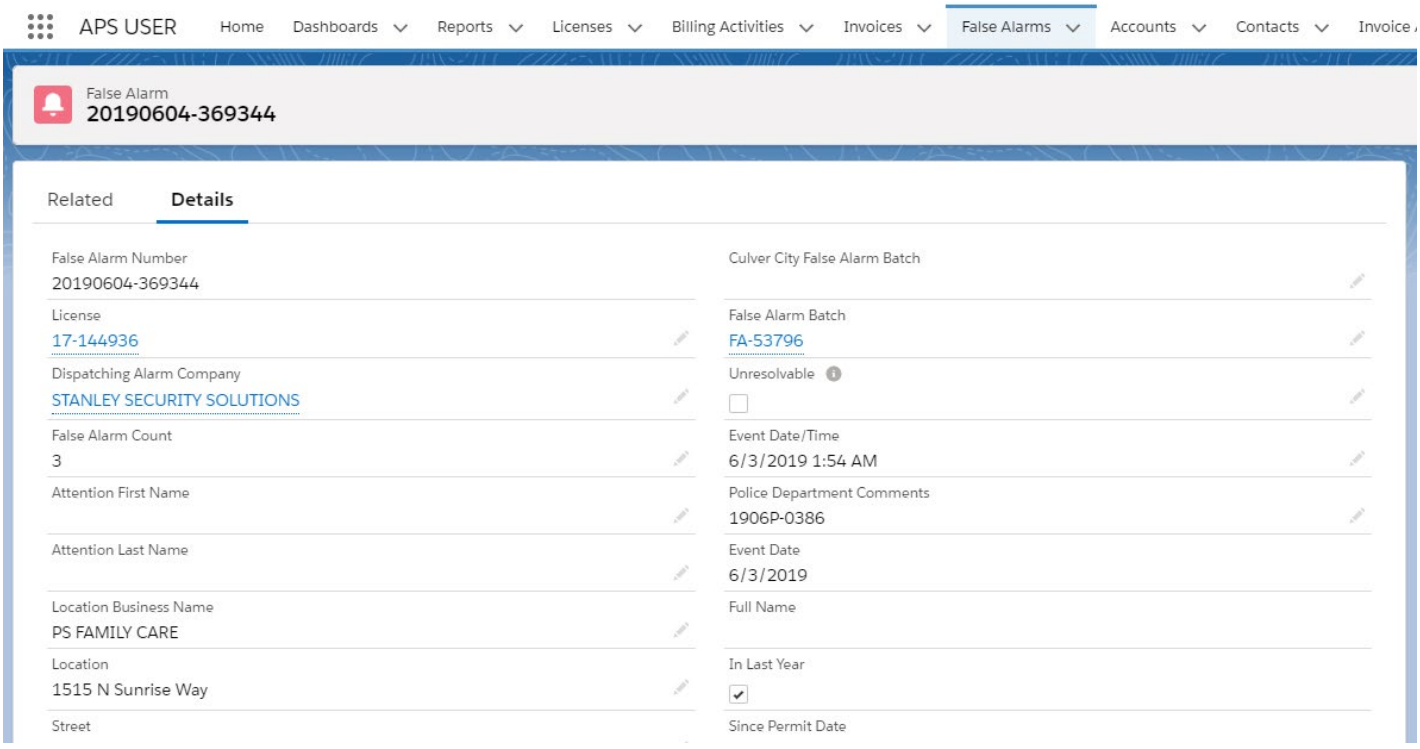
PERMIT NO.	PIN	EXP. DATE	STATUS
19-518345	A-398223	12/28/2021	Unpermitted

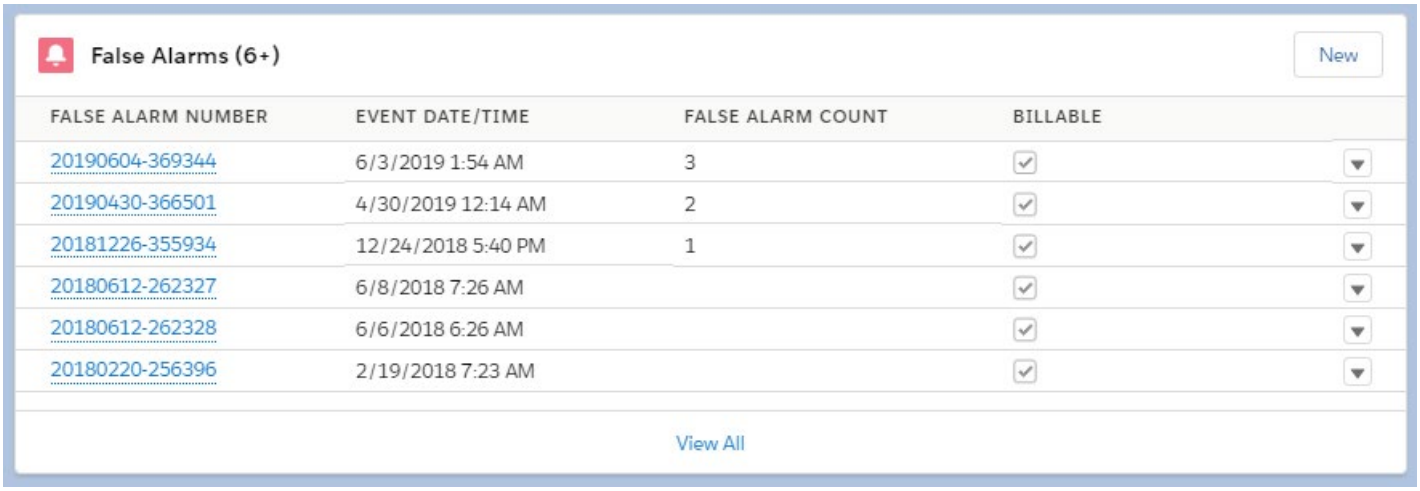
If there is no longer active alarm service in your name at this location, please notify us in writing by sending an email to sanrafaelca@citysupport.org with the date of cancellation and the alarm company of record.

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False Alarm Tracking and Billing

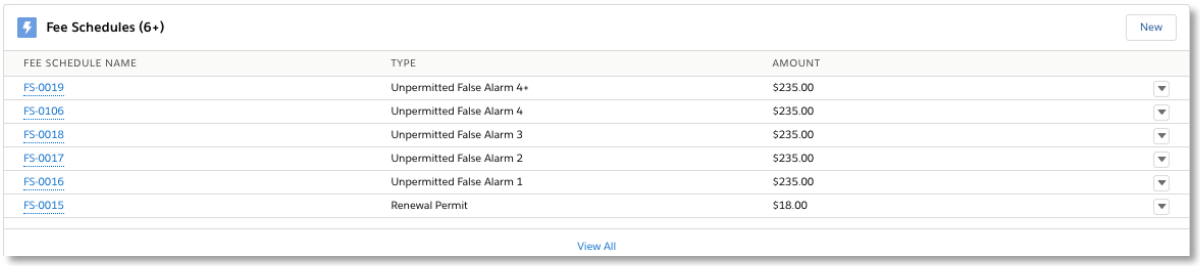
APS creates a list of related false alarms to each permit. APS captures all relevant fields and data from the original CAD/RMS record supplied by both Police & Fire Departments. The false alarm count automatically adjusts every time a new false alarm record is added and triggers billing automatically at program-specific thresholds.





APS runs the false alarm invoicing job once per week, which looks for false alarm records on all permits that do not have an associated invoice. If there is no invoice, APS automatically creates a new invoice associated with the false alarm and with the corresponding amount based on the assigned false alarm count and the relevant fee table for the agency.

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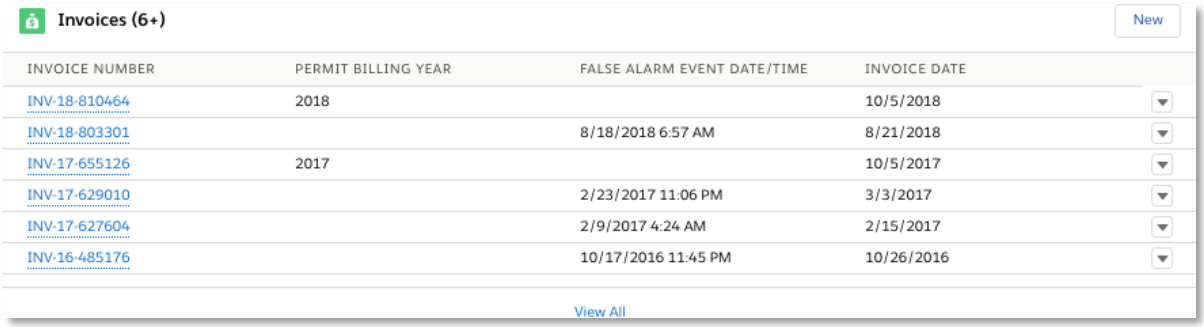


Fee Schedules (6+)

New

FEE SCHEDULE NAME	TYPE	AMOUNT
FS-0019	Unpermitted False Alarm 4+	$235.00
FS-0106	Unpermitted False Alarm 4	$235.00
FS-0018	Unpermitted False Alarm 3	$235.00
FS-0017	Unpermitted False Alarm 2	$235.00
FS-0016	Unpermitted False Alarm 1	$235.00
FS-0015	Renewal Permit	$18.00

View All



Invoices (6+)

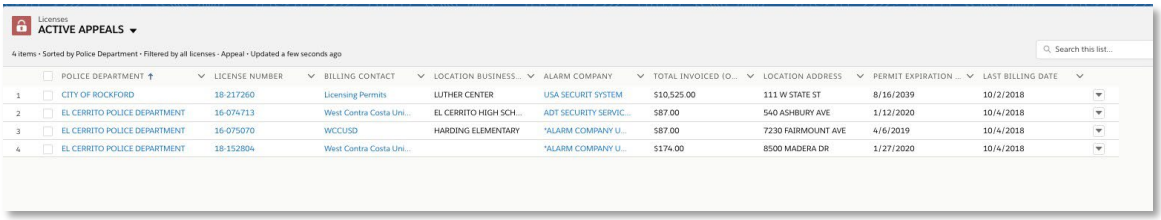
New

INVOICE NUMBER	PERMIT BILLING YEAR	FALSE ALARM EVENT DATE/TIME	INVOICE DATE
INV-18-810464	2018		10/5/2018
INV-18-803301		8/18/2018 6:57 AM	8/21/2018
INV-17-655126	2017		10/5/2017
INV-17-629010		2/23/2017 11:06 PM	3/3/2017
INV-17-627604		2/9/2017 4:24 AM	2/15/2017
INV-16-485176		10/17/2016 11:45 PM	10/26/2016

View All

Appeals Support

The APS application manages the entire appeals process online; no more sending cumbersome MS Excel files back and forth. We enable a list view that can be accessed by defined users and collaborated on in real time. All relevant details are extracted, hosted and can be accessed by any mobile device: alarm activation information, license account information and payment history. Placentia can check the APS application on any interval to see the latest resident appeals and collaborate or participate in any decisions.



Licenses
ACTIVE APPEALS

4 items • Sorted by Police Department • Filtered by all licenses - Appeal • Updated a few seconds ago

Search this list...

	POLICE DEPARTMENT	LICENSE NUMBER	BILLING CONTACT	LOCATION BUSINESS...	ALARM COMPANY	TOTAL INVOICED (O...	LOCATION ADDRESS	PERMIT EXPIRATION ...	LAST BILLING DATE
1	CITY OF ROCKFORD	18-217260	Licensing Permits	LUTHER CENTER	USA SECURIT SYSTEM	$10,525.00	111 W STATE ST	8/16/2039	10/2/2018
2	EL CERRITO POLICE DEPARTMENT	16-074713	West Contra Costa Uni...	EL CERRITO HIGH SCH...	ADT SECURITY SERVIC...	$87.00	540 ASHBURY AVE	1/12/2020	10/4/2018
3	EL CERRITO POLICE DEPARTMENT	16-075070	WCCUSD	HARDING ELEMENTARY	*ALARM COMPANY U...	$87.00	7230 FAIRMOUNT AVE	4/6/2019	10/4/2018
4	EL CERRITO POLICE DEPARTMENT	18-152804	West Contra Costa Uni...		*ALARM COMPANY U...	$174.00	8500 MADERA DR	1/27/2020	10/4/2018

False Alarm Reduction

The primary focus of any false alarm program is to reduce false alarms and create awareness in the community of the ordinance and its goals. APS publishes a weekly top offenders list, so our customer support staff and city is made aware of all problem alarm locations.

The APS customer support team conducts outreach campaigns via email and phone to contact the highest false alarm count locations to help educate alarm users on how to avoid future false alarms and financial liabilities.

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Alarm School Online Education

APS is proud to offer the premiere **Online Alarm School** in the industry. **Alarm School Online** is committed to reducing the number of false alarms by working with local law enforcement, municipalities and alarm monitoring companies to educate alarm users. Interactive, educational, and user-friendly**, Alarm School Online** empowers alarm users so they are never the cause of a false alarm dispatch. By completing the course, the alarm users can be proud of doing their part to reduce false alarm calls in their area. www.alarmschoolonline.com.



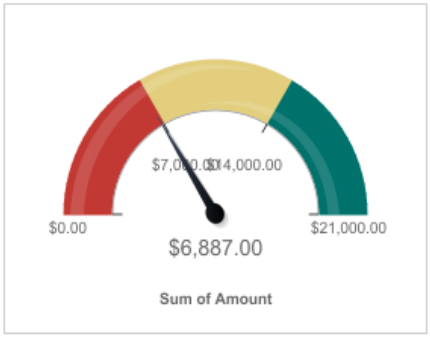
Dashboards and Reporting

There are a number of reports and dashboards pre-configured that can be accessed through the portal logins. Underlying each dashboard component is a report which can be manipulated to change the filter criteria if needed and downloaded to .XLS or .CSV file formats, if required. There are no charges for incremental report building and/or modifications. APS can configure an unlimited number of false alarm reports based on all available CAD fields for analysis, and all can be accessed in real time from any device.

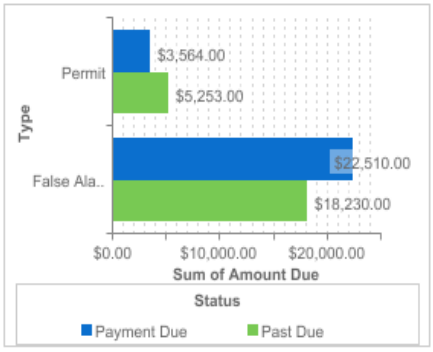
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Reports – Customized Interactive Dashboard - Sample

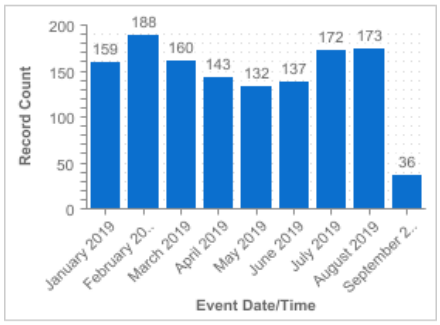
Culver Revenue This Month



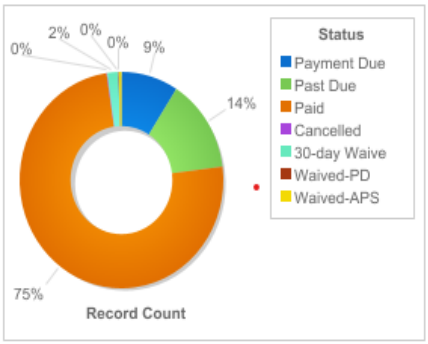
YTD Culver Accounts Receivable



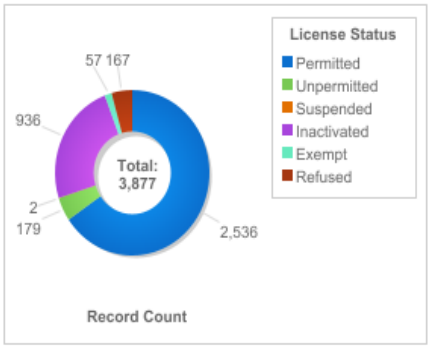
Culver False Alarms YTD Month Over Month



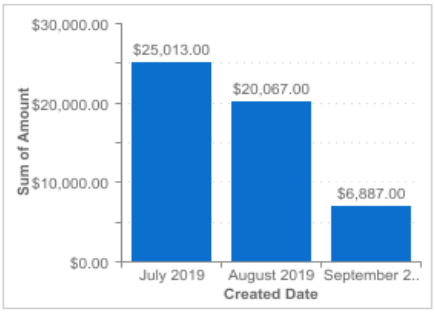
Culver Conversion Metrics YTD



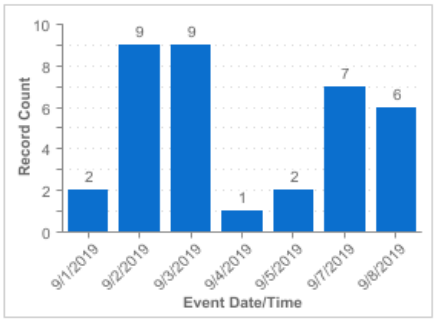
Culver Licenses By Status



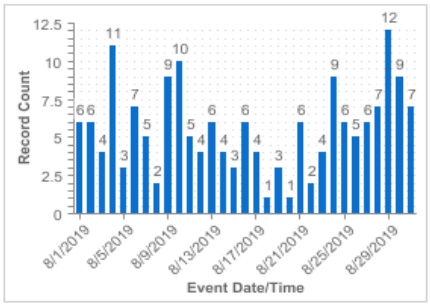
Culver Revenue This QTR Month Over Month



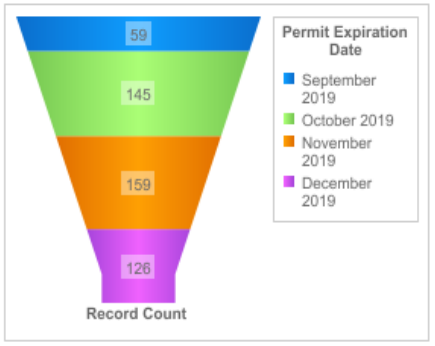
Culver False Alarms This Month Day Over Day



Culver False Alarms Last Month Day Over Day



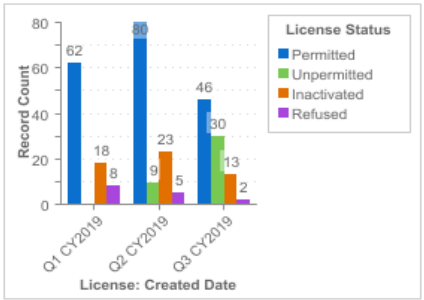
Culver Upcoming Renewals



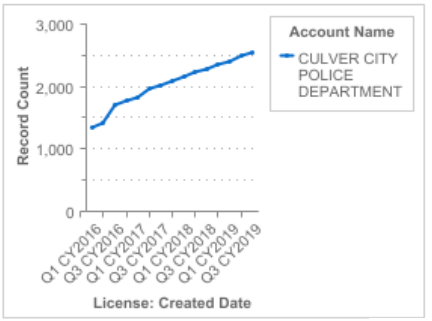
Month End Culver Finance Details

Item	Sum of Amount Paid
Permitted False Alarm 4+	$7,050
Renewal Permit	$4,677
Permitted False Alarm 2	$2,640
Permitted False Alarm 4	$1,410
Permitted False Alarm 3	$1,175
Unpermitted False Alarm 4+	$705
Unpermitted False Alarm 1	$470
Unpermitted False Alarm 3	$470
New Permit	$450
Late Fee	$420
Unpermitted False Alarm 2	$365
Unpermitted False Alarm 4	$235
Total	**$20,067**

Culver New Licenses YTD QTR Over QTR



Culver New License Growth



Reports – Sample

The APS platform can generate unlimited reports organized by any object criteria your alarm program's data. The following is a standard set of available reports that will come preset in Placentia's administrative portal access. APS will additionally modify, create, or add whatever reports the City requests. All the reports are callable and real time and can be pulled into Excel or PDF format;

BOULDER

Find reports and dashboards... | All Items

Action	Name ↑	Folder
	BA THIS MONTH BOULDER	BOULDER
	BL Unpermitted Accounts By Alarm Company	BOULDER
	Boulder Accounts Receivable	BOULDER
	Boulder Active Appeals	BOULDER
	Boulder City Collection Report	BOULDER
	Boulder City Top Offenders	BOULDER
	Boulder Collections Report	BOULDER
	Boulder False Alarms This Quarter	BOULDER
	Boulder Inactivations This Month	BOULDER
	Boulder Invoice Conversion Metrics	BOULDER
	Boulder INVOICE PAID THIS MONTH	BOULDER
	Boulder INVOICE PAID THIS QTR	BOULDER
	Boulder INVOICE PAID THIS YEAR	BOULDER
	Boulder Licenses by Status	BOULDER
	Boulder Monthly False Alarms	BOULDER
	Boulder Monthly Revenue By Invoice Type	BOULDER
	Boulder New Licenses This Month	BOULDER
	Boulder New Licenses This QTR	BOULDER
	Boulder New Licenses YTD	BOULDER
	Boulder YTD False Alarms	BOULDER
	Boulder YTD Revenue	BOULDER
	Boulder YTD Revenue By Invoice Type	BOULDER
	End Boulder Finance Details	BOULDER
	Month End Finance Details BOULDER	BOULDER
	Monthly Revenue By Invoice Type BOULDER	BOULDER
	PERMITS BY EXP DATE	BOULDER
	TODAYS PAYMENTS	BOULDER

Reports – Month End Reconciliation

The month end reconciliation will come via Excel file. The report will pull directly from and tie to data in the alarm program data. Page levels contain a Billing Summary, Billing Detail, Payment Activity (tying to the specific invoice to which the payment was credited; Postage & Mailing; Credit Card Fees; & Banking.

ITEM	QTY	RATE	AMO
New Permit Revenue Received - Residential	69	$46.30	$
New Permit Revenue Received - Residential	24	$37.73	
Renewal Revenue Received - Residential	21	$46.30	
Renewal Revenue Received - Residential	2	$37.73	
Permit Overpayment Credit - Residential	2		
New Permit Revenue Received - Commercial	39	$46.30	$
New Permit Revenue Received - Commercial	19	$37.73	
Renewal Revenue Received - Commercial	30	$46.30	$
Renewal Revenue Received - Commercial	7	$37.73	
Permit Overpayment Credit - Commercial	1		
New Permit Revenue Received - Senior			
Renewal Revenue Received - Senior			
Permit Overpayment Credit - Senior			
New Permit Revenue Received - School	1		
Permit Overpayment Credit - School	1		
False Alarm Payments Received	8		$
False Alarm Payments Received - Residential			
False Alarm Payments Received - Commercial	38		$
False Alarm Payments Received - Senior	3		
False Alarm Payments Received - Commercial			
False Alarm Overpayment credit - Residential			
False Alarm Overpayment credit - Commercial	2		
NSF Fees			
NSF Payments			
REVENUE RECEIVED BY CITY SUPPORT			$2

Mailing & Postage Fees	
Bank Fees	
Lock Box Analysis Charges	
Credit Card Processing Fees	
Total	$2
CITY SUPPORT COMMISSION	$

E	P	Q
License Address	ount Allocated	Amount Due
747 WOODBRIDGE STREET	93.27	$ -
972 FOOTHILL BOULEVARD	82.00	$ -
1541 FROOM RANCH	168.14	$ -
224 TANK FARM RD	137.00	$ -

Billing Summary | Billing Deta ...

196 SUBURBAN RD		BA-0709013	Payment	3324655897	8/24/2022	PA-00274360	INV-22-3364437	7/19/2022	Paid	$ 1,666.62	$ 461.91	$	-
520 MASON WAY		BA-0700214	Stripe		8/1/2022	PA-00264497	INV-22-3364365	7/19/2022	Paid	$ 237.83	$ 155.83	$	-
972 FOOTHILL BOULEVARD		BA-0711268	Credit	O/P: 13838	8/31/2022	PA-00276964	INV-22-3392271	8/31/2022	Paid	$ (82.00)	$ (82.00)	$	-
224 TANK FARM RD		BA-0710799	Credit	O/P: 389481	8/30/2022	PA-00276416	INV-22-3390468	8/30/2022	Paid	$ (137.00)	$ (137.00)	$	-
60 ZACA LANE		BA-0702128	Payment	94699	8/9/2022	PA-00266685	INV-22-3365155	7/19/2022	Paid	$ 100.64	$ 100.64	$	-
952 HIGUERA		BA-0702134	Payment	14684	8/9/2022	PA-00266695	INV-22-3365161	7/19/2022	Paid	$ 93.27	$ 93.27	$	-
751 MARSH STREET		BA-0702116	Payment	1201626	8/9/2022	PA-00266672	INV-22-3369454	7/26/2022	Paid	$ 146.94	$ 100.64	$	-
3807 BROAD STREET		BA-0704492	Payment	25611	8/16/2022	PA-00269319	INV-22-3369455	7/26/2022	Paid	$ 100.64	$ 100.64	$	-
1075 FARMHOUSE		BA-0711224	Payment	3392249	8/31/2022	PA-00276919	INV-22-3373406	8/2/2022	Paid	$ 100.64	$ 100.64	$	-
1541 FROOM RANCH		BA-0708456	Payment	890833	8/23/2022	PA-00273697	INV-22-3364732	7/19/2022	Paid	$ 268.78	$ 100.64	$	-
3485 EMPRESA DRIVE		BA-0707429	Payment	31809	8/22/2022	PA-00272598	INV-22-3364275	7/19/2022	Paid	$ 93.27	$ 93.27	$	-
406 HIGUERA STREET	120	BA-0700868	Stripe		8/3/2022	PA-00265252	INV-22-3364288	7/19/2022	Paid	$ 93.27	$ 93.27	$	-
481 MADONNA ROAD	A	BA-0704793	Stripe		8/16/2022	PA-00269663	INV-22-3364294	7/19/2022	Paid	$ 261.41	$ 93.27	$	-
747 WOODBRIDGE STREET	100	BA-0707324	Payment	1085	8/22/2022	PA-00272478	INV-22-3369449	7/26/2022	Paid	$ 261.41	$ 168.14	$	-
860 CAPITOLIO WAY	C	BA-0702337	Payment	95174	8/10/2022	PA-00266949	INV-22-3369452	7/26/2022	Payment Due	$ 37.73	$ 37.73	$	130.41
4464 BROAD STREET		BA-0708994	Payment	126519	8/24/2022	PA-00274337	INV-22-3364290	7/19/2022	Paid	$ 155.83	$ 155.83	$	-

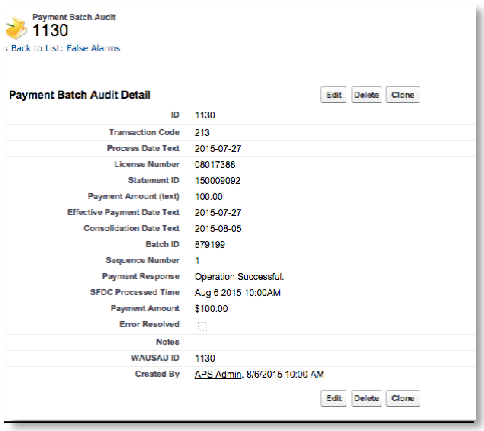
Billing Summary | Billing Detail | Payment Activity | Postage&Mailing | Credit Processing Fees

False Alarm Financial Reports

Each day's transactions are logged and audited, and the APS application can produce a variety of reports across any time frame needed. Each line item transaction has an associated payment batch audit record for reconciliation.



Payment Batch Audit: ID	Transaction Code	Process Date Text	License Number	Statement ID	Payment Amount	Effective Payment Date Text	Consolidation Date Text	Batch ID	Sequence Number	Error Resolved	SFDC Processed Time
Payment Response: Operation Successful. (46 records)											
					$28,430.00						
1130	213	2015-07-27	08017388	150009092	$100.00	2015-07-27	2015-08-05	879199	1		Aug 6 2015 10:00AM
1132	213	2015-07-27	03000083	150012267	$250.00	2015-07-27	2015-08-05	940756	1		Aug 6 2015 10:00AM
1133	213	2015-07-27	03000065	150008398	$100.00	2015-07-27	2015-08-05	940757	1		Aug 6 2015 10:00AM



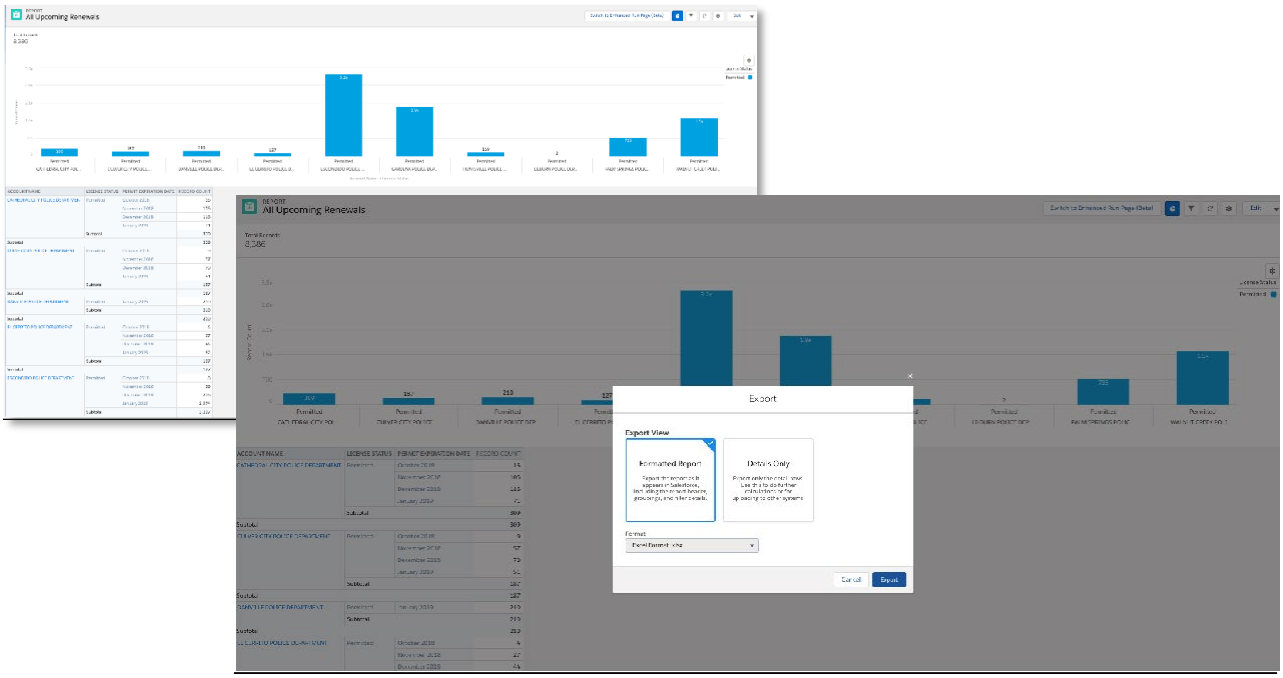
Payment Batch Audit
1130
« Back to List: False Alarms

Payment Batch Audit Detail Edit Delete Clone

ID	1130
Transaction Code	213
Process Date Text	2015-07-27
License Number	08017388
Statement ID	150009092
Payment Amount (text)	100.00
Effective Payment Date Text	2015-07-27
Consolidation Date Text	2015-08-05
Batch ID	879199
Sequence Number	1
Payment Response	Operation Successful.
SFDC Processed Time	Aug 6 2015 10:00AM
Payment Amount	$100.00
Error Resolved	
Notes	
WAUSAU ID	1130
Created By	APS Admin, 8/6/2015 10:00 AM

Edit Delete Clone

All reports can be easily exported to MS Excel:



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Top Offenders List

Another frequently viewed dashboard report that is exported by our partner agencies is the "Top Offenders" list.

Culver City Top False Alarm Offenders

Location Address	Record Count
10724 WASHINGTON BLVD	1
11140 JEFFERSON BLVD	1
11194 WASHINGTON PL	1
11244 PLAYA CT	1
11918 W WASHINGTON BLVD	1
200 CORPORATE PT	1
3578 HAYDEN AVE	1
4130 SEPULVEDA BLVD	1
4155 SEPULVEDA BLVD	1
4450 OVERLAND AVE	1
5899 GREEN VALLEY CIR	1
5987 WRIGHTCREST DR	1
6001 BRISTOL PKWY	1
6200 SLAUSON AVE	1
6221 BRISTOL	1
8432 STELLER DR	1
8559 HIGUERA ST	1
8586 WASHINGTON BLVD	1
8620 HAYDEN PL	1
8680 HAYDEN PL	1
8810 WASHINGTON BLVD	1
9523 CULVER BLVD	1
9937 JEFFERSON BLVD	1

Month-End Remittance Process

APS and Placentia will reconcile the previous month's deposits and online transactions on the first of each month. Based on these monthly reports, APS will invoice showing our fee calculation against all revenues collected. Once the invoice is approved, an ACH request would be made and funds deposited to the Placentia designated bank via Bill.com. The monthly reconciliation report can be tracked in real time from the Placentia dashboard page in the APS application and exported to Excel at any time.

Month End Culver Finance Details

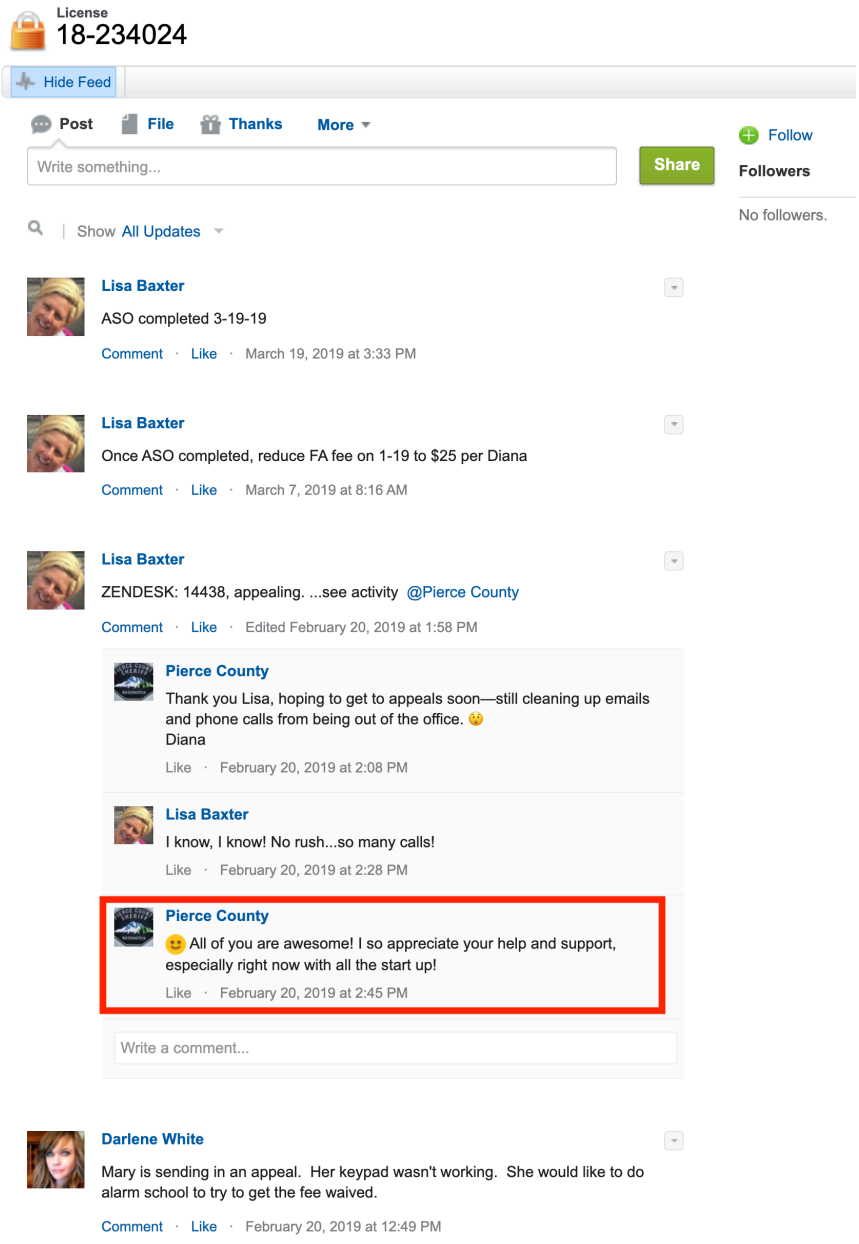
Item	Sum of Amount Paid
Renewal Permit	$5,320
Permitted False Alarm 3	$2,820
Permitted False Alarm 2	$1,560
Permitted False Alarm 4+	$1,410
Unpermitted False Alarm 1	$705
Late Fee	$498
New Permit	$486
Permitted False Alarm 4	$470
Unpermitted False Alarm 2	$385
False Alarm	$185
Non-licensed Alarm - False Alarm Fee	$120
	$13,959

View Report (Month End Culver Finance Details)

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Agency Collaboration – Read/Write Access & Chatter

Connect all program stakeholders with files, data, and read/write access to all Placentia records — anywhere, anytime and from any device. Follow specific posts and actions of program staff internal to APS and externally from Placentia. Connect, engage, and motivate staff with a Facebook-like timeline and history to work efficiently, regardless of their roles or locations. Collaborate on false alarm appeals, service cases, campaigns, and collections. Users of APS can subscribe to certain topics, groups or posts by users to stay up-to-date on all citizen interactions.

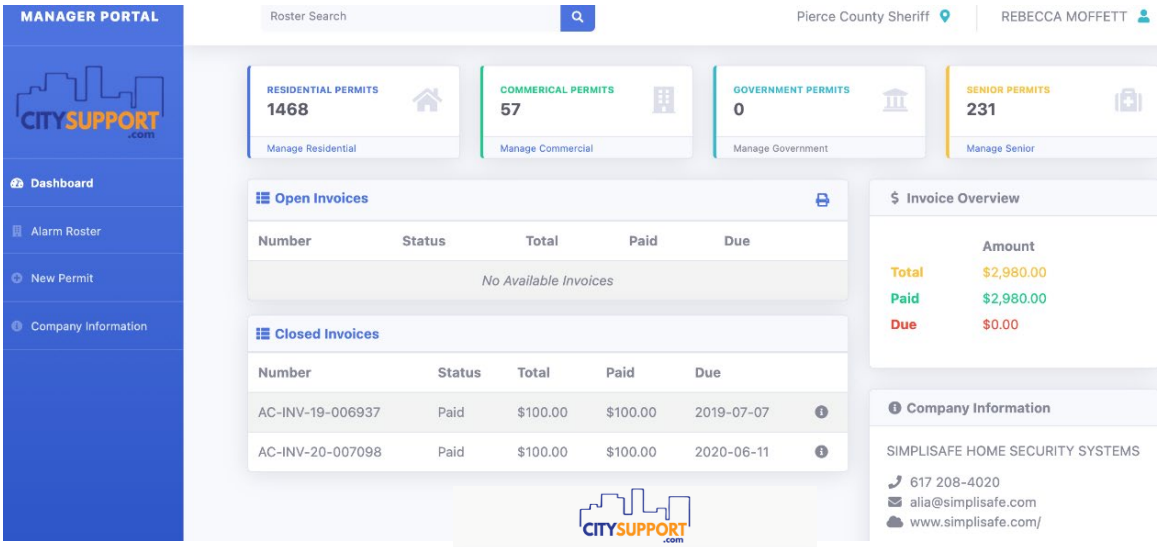


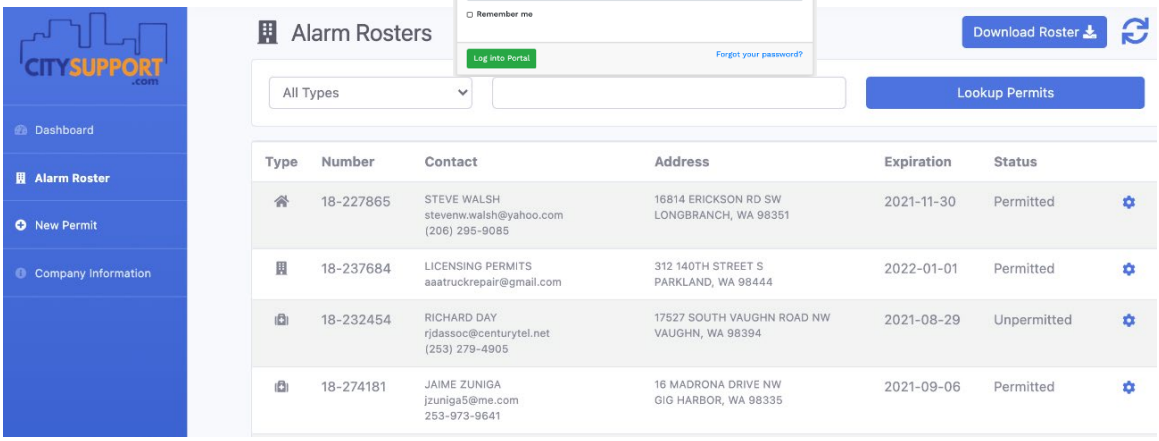
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Alarm Company Management

One of the critical components of a successful alarm program is an efficient interface with growing multitude of service providers in the market. We have built strong relationships with the major regional and local alarm companies in addition to the larger national alarm companies. APS works closely with all alarm companies, outsourced monitoring platforms, and the emerging DIY offerings to maintain timely and accurate customer rosters. All alarm company roster files are imported and an Alarm Company Roster Batch record is created with the date of import and all of the relevant details that were updated with each matched record. All non-matched addresses get permits and invoices created on import for outreach via email or mail.

In addition to proactively maintaining alarm user lists, APS offers an Alarm Company Self-Service Portal. Using a simple interface, alarm providers can access, view and manage their customer rosters online.





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Security Procedures

APS has implemented a firm-wide protocol to meet the guidelines of CJIS security standards. Though an alarm program administrator cannot achieve an official CJIS Certification, given its mandate it can through its internal processes ensure that is “CJIS Ready”. This establishes rigid administrative and technical safeguards used to access, collect, distribute, process, protect, store, use, send, dispose of, or otherwise handle all operational data.

Personnel Security. Staff background screening.

Security Awareness Training. All employees receive training in CJIS compliance standards.

Data Encryption. The APS platform is built on Salesforce. Rigid encryption standards extend throughout the platform to the process of data transmission.

System Login Procedure.
- Two factor login identification.
- Automatic lockout after 3 unsuccessful login attempts.
- Event logging and auditing of all activities, including password changes.
- Access restriction based on user profiles such as IP address, network, time of day, etc.

Configuration Management. Changes and updates to the information system platform, architecture, hardware, software, and procedures are documented and securely stored.

Physical Media Protection. All printed materials related to operations are securely stored or destroyed.

Consultation. APS has committed to be scoped/audited by a qualified third party consulting firm on a regularly scheduled basis to ensure it maintains standards on an ongoing basis.



Collection Procedures

APS partner agencies realize some of the strongest accounts receivable metrics in the industry today. Agencies typically see collections rates of 85-95%.

We adhere to the best collection processes in the industry, based on the following core principles:

- Have a Defined Credit Collection Policy
- Invoice Promptly and Send Statements Regularly
- Use "Address Service Requested"
- Aging Sheet and Balance Dictate Process
- Well-Trained Staff
- Accurate Record Keeping

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Collection Process Steps:

1. Invoice – Accurate and Timely
2. Call
   - ❑ Confirm receipt of invoice
   - ❑ Confirm payment time frame
   - ❑ Confirm point of contact
3. Voice Mail / Email Follow-Up
4. Collection Letter – Once accounts move 30 days past due, they appear on the collections report in "open status" and a letter is generated
5. Demand Call
   - ❑ Payment plan option
6. Voice Mail / Email Follow-Up

All Past Due Accounts Flow Through the Following Stages:



If needed, APS can work with 3rd party collection agencies and provide such an agency with a login to the Placentia collections report.

Return Mail Handling

The APS application integrates with Google Maps and provides an address verification component. We have some of the lowest return mail averages in the industry. All returned mail is handled by APS and all alarm location or billing location addresses are verified and/or updated dynamically via Google Maps or an agency supplied street table of valid addresses.

Google Maps

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Technology Infrastructure

System Requirements

There are no system or network requirements for the APS solution. An internet connection from any device running a web browser is sufficient.

Interface & Data Integration

APS is built on the Salesforce.com platform which is the most robust, flexible and open cloud platform in the market today. There are hundreds of 3rd party integration tools and components to leverage; APS can support native level API integrations with all of the major software platforms and applications in the market today. Additionally, APS can support a variety of file level and SQL based integrations with drag and drop field mapping capabilities. We have seamlessly integrated with a variety of CAD and financial applications with our current customer set. CAD integration has been supported with a bi-directional interface, such that data elements like permit status and permit number can be placed back into the CAD system for dispatch.

Access Security

Salesforce.com provides an extremely powerful and flexible security architecture. This architecture lets users define how users log in, determining (for example) which IP ranges are acceptable, what hours of the day are allowed, how long sessions stay active for and so on. It also enables programmatic control, for example, which users may log in through a Web services API, and which endpoints a running application can connect to from the Force.com platform. The platform security architecture also lets users define administrative security permissions, and the security profiles let you determine who has access to which features and components - ranging from the set-up menu all the way through to read/write settings on an object or field. User logins are protected as follows:

- Limit to the number of unsuccessful login attempts
- Event logging of all activities, including login activities and password changes
- Automatic session locks after 30 minutes of inactivity

The record-sharing model enables an even finer level of security of Placentia's data, not only determining who has access to which records based on a user, role or group model, but also how these data records are shared among various users.

Superior System Integrity and Security on the Salesforce Cloud

- Salesforce performs real-time replication to disk at each data center, and near real-time data replication between the production data center and the disaster recovery center.
- All networking components, SSL accelerators, load balancers, web servers, and application servers are configured redundantly.
- All customer data is stored on a primary database server that is clustered with back-up database server for uninterrupted access.

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- All customer data is stored on disk that is mirrored across multiple storage cabinets and controllers.
- All Customer data, up to the last committed transaction, is automatically backed up to a primary tape library on a nightly basis.
- Back-up tapes are immediately cloned on a second library to verify their integrity; and the clones are moved to secure, fire resistant off-site storage on a regular basis.

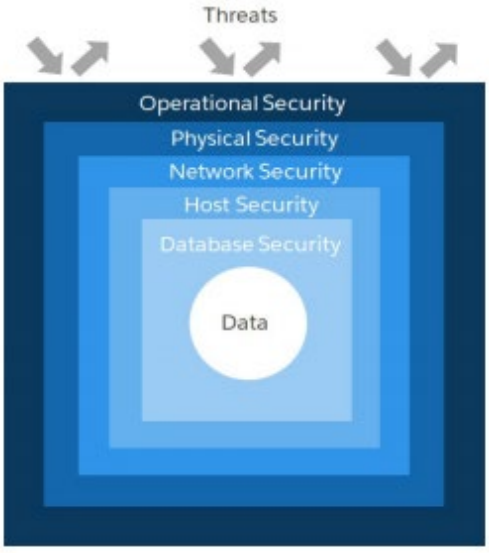
These APS collocated facilities provide carrier-level support, including:

Access control and physical security
- 24-hour manned security, including foot patrols and perimeter inspections
- Biometric scanning for access
- Dedicated concrete-walled Data Center rooms
- Computing equipment in access-controlled steel cages
- Video surveillance throughout facility and perimeter
- Building engineered for local seismic, storm, and flood risks
- Tracking of asset removal

Environmental controls
- Humidity and temperature control
- Redundant (N+1) cooling system

Power
- Underground utility power feed
- Redundant (N+1) CPS/UPS systems
- Redundant power distribution units (PDUs)
- Redundant (N+1) diesel generators with on-site diesel fuel storage

Network
- Concrete vaults for fiber entry
- Redundant internal networks
- Network neutral; connects to all major carriers and located near major
- Internet hubs
- High bandwidth capacity fire detection and suppression
- VESDA (very early smoke detection apparatus) Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression



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CASE STUDIES & PARTNER LIST

Case Study – Colorado Springs, CO

CSPD alarm program went live with the APS application in November of 2019. Working in collaboration with the Police and Information Technology Departments, APS successful migrated the Colorado Springs PD from a home-grown application to the APS platform.

Migration from home-grown database

Implementation time in **8 weeks**

Alarm ordinance modification broadcasts to **34,000 alarm users & 265 Alarm Companies**

APS Contacted and worked with CSPD on Alarm Company Management
to receive/manage customer rosters via the APS alarm company portal

Cleaned database
of non-valid addresses

Went live with **existing CAD** export file

Provided dynamic, **real-time reports** for review

Improved collection rates

Automated Bi-monthly Alarm Company invoicing,
emailed statements for all outstanding alarm user fees

Imported and cleaned **265+** alarm company records

CSPD manages the entire program **$937,106.00** with 1 FTE

CSPD & APS provide
A hybrid customer service team, Tier I, Tier II support with live phone transfers

Provided a **collaboration platform**
APS staff works in concert with CSPD Alarm Administration Staff as back-office support team

APS provides a software solution and complete 100% back-office program support to CSPD

APS back-office tasks and support includes:

- ✓ Alarm Company Management
- ✓ Alarm Company email broadcasts
- ✓ Alarm User email broadcasts
- ✓ PDF creation and emailing of all invoices and statements to Alarm Users & Alarm Companies
- ✓ Importing and matching false alarms
- ✓ Month end financial reconciliation support
- ✓ Tier II customer support – email, chat, live phone transfer, phone payments, ACH payments, CC payments, appeals
- ✓ Alarm ordinance consulting, recommendations and education
- ✓ Online Alarm School
- ✓ Updating APS application with any fee updates or ordinance modifications
- ✓ Shared access and visibility into Lockbox & Credit card processing accounts

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Case Study – Pierce County, WA

APS successfully completed a migration of Pierce County, WA from the PM AM platform at the end of 2018. Working in collaboration with Program Coordinator, Dianna Mcinnely, APS was able to transition the alarm program in a one month window. Through its differentiated effort, APS meaningfully increased all relevant program metrics within its first year of partnership.

Migration from PM AM database

Implementation time in
4 weeks
during the Christmas Holiday season

Imported and managed
15,000
permits, invoices, payments and account history

Increased permit count by 5,000
in the first 8 weeks of operation

Sent out intro notification letters to
15,000 alarm users

Imported and cleaned
100+
alarm company records

Refunded alarm users
not covered by County

Cleaned database of non-valid addresses

Provided dynamic,
real-time reports
for review

Provided a
collaboration platform
to work in concert with Pierce County Alarm Administrator

Went live with existing CAD export file

Processed payments for
$378,923.00
in the first six months of operation

Program revenues tracking **+36% y/o/y**.

Candis Medak
Alarm program Coordinator
Pierce County Sherriff's Department
Candis.medak@piercecountywa.gov

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Case Study – Escondido, CA

APS successfully completed a migration of Escondido, CA from their home-grown platform at the end of 2016. Working in collaboration with the Police and Information Technology Departments, APS successful helped Escondido implement a revised ordinance to meaningfully increase registered alarm owners and educate them on program objectives - translating to a reduction in false alarms by 20%.

Migration from home-grown database

Implementation time in **4 weeks**

Sent out intro notification letters to **5,700 alarm users**

Increased revenue from $19,000.00 to **$275,000.00** in the first 12 months of operation

Increased revenue from $19,000.00 to **$275,000.00** in the first 12 months of operation

Contacted and worked with Alarm Companies to receive customer rosters

Cleaned database of non-valid addresses

Went live with **existing CAD** export file

Provided dynamic, **real-time reports** for review

87% collection rate.

False alarm counts holding steady during annual alarm ownership increases of 10%

Provided a **collaboration platform** to work in concert with Escondido Alarm Administration Staff

Imported and managed **2,200 permits, invoices, payments** and account history

Imported and cleaned **100+** alarm company records

Reassigned existing **$40,000.00 PD resource** to more productive assignments.

Roberta Akans
Community Service Officer
Escondido Police Department
rakans@escondido.org

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Proven Track Record in Improving Program Metrics

Montebello, CA 1/20 – Present *Pop 63,000*

- Imported all existing permit records / established weekly CAD transmission of FAs
- Extensive outreach to alarm owners & alarm companies
- Increased permit count from 1,490 to 1,958 (31% increase)
- Program revenues exceeded City Projection by 40% in Y1
- False alarms tracking down 15% yoy ('20-'21), despite '20 COVID decline in FAs

San Rafael, CA 1/20 – Present *Pop 60,000*

- Consulted on revised ordinance design in 2019 w new annual permit fee
- Launched administration of revised ordinance 1/20
- Coordinated outreach to build a program w/ 3100 active permits
- Nominal gross revenues grew to $175k in Y1
- False alarms down from 1700 to 1450 yoy ('20-'21), despite '20 COVID decline in FAs

Fullerton, CA 8/21 – Present *Pop 140,000*

- Imported all existing permit records/historical payments/out standings from finance & homegrown alarm program databases (records from 5800 permit locations)
- Back billed and collected for 2020 out standings
- Coordinated with PD, City AR, & Finance
- Completed the transition (up and running) in 5 weeks from contract signing
- Designed 2 way data interface with Fullerton RIMS provider Versaterm

Carlsbad, CA 7/22 – Present *Pop 114,000*

- Imported 4K existing permit records
- Established weekly CAD transmission of FAs
- Extensive outreach to alarm owners & alarm companies
- Increased permit count by 50%

APS Partners

Agency	Department	Type	Description	Population
San Francisco, CA	Finance	Software License		883,305
Pierce County, WA	Sheriff	Outsourced	PM AM Replacement	603,000
Albuquerque, NM	Finance	Software License	CryWolf Replacement	560,000
Colorado Springs, CO	PD	Hybrid		464,474
Clackamas County, OR	Sheriff	Outsourced	CryWolf Replacement	205,000
Glendale, CA	PD	Outsourced	PM AM Replacement	202,149
Corona, CA	Finance	Outsourced		159,000
Escondido, CA	PD/Fire	Outsourced		151,613
Rockford, IL	PD/Fire	Outsourced	PM AM Replacement	147,000
Torrance, CA	PD	Outsourced		144,500
Fullerton, CA	PD	Outsourced		140,000
Concord, CA	PD	Outsourced		129,000
Boulder, CO	PD	Outsourced	CryWolf Replacement	107,125
Carlsbad, CA	Finance	Outsourced		114,411
Hawthorne, CA	PD	Outsourced	AlarmTrak Replacement	87,495
Placentia, WA	PD	Outsourced	CryWolf Replacement	85,000
San Ramon, CA	PD	Outsourced		75,500
Walnut Creek, CA	PD	Outsourced		69,200
Greenville, SC	PD/Fire	Outsourced	CryWolf Replacement	67,737
Lorain, OH	PD	Outsourced		63,841
Montebello, CA	PD	Outsourced		63,192
National City, CA	PD	Outsourced		61,121
Gardena, CA	PD	Outsourced	AlarmTrak Replacement	60,048
San Rafael, CA	PD	Outsourced		59,070
Sarasota, FL	PD	Outsourced	CryWolf Replacement	57,021
Novato, CA	PD	Outsourced		55,642
Cathedral City, CA	PD	Outsourced		54,056
Placentia, CA	PD	Outsourced	PM AM Replacement	52,157
Cypress, CA	PD	Outsourced		49,000
Covina, CA	PD	Outsourced	PM AM Replacement	48,000
Palm Springs, CA	PD	Outsourced		47,689
San Luis Obispo, CA	PD	Outsourced	PM AM Replacement	47,402
Morgan Hill, CA	PD/Fire	Outsourced	Phoenix Group Replacement	45,037
Culver City, CA	PD	Outsourced		39,364
Oregon City, OR	PD	Outsourced	PMAM Replacement	37,500
Manhattan Beach, CA	PD	Outsourced		35,500
Pleasant Hill, CA	PD	Outsourced	CryWolf Replacement	34,987
Summit County, CO	Sheriff/911	Outsourced	CryWolf Replacement	31,0
West Linn, OR	PD	Outsourced	PM AM Replacement	27,600

COST PROPOSAL

Cost Proposal – Revenue Share

Placentia	APS	Notes
81%	**19%**	**Revenue Share**

The proposed Revenue Split will be based on total permit fees, renewal fees, false alarm fees, and any late or reinstatement fees billed & collected by APS from alarm users or alarm companies.

All postage expense (first class postage and materials), banking fees, and credit card processing fees incurred in administering the program will be paid by the gross revenues of the program prior to the revenue share being calculated. These cost items will be itemized on each monthly reconciliation statement.

There are no additional fees - including start up, implementation, data conversion, administration, technical support, and training.

The APS platform is 100% cloud-based and will enable city administrators to log in an view all relevant program data in real time. It requires no introduction of software to the city's technology infrastructure.

Payment System

APS will reconcile, on the first day of each month, the previous month's deposits. Based on each monthly reconciliation, APS will invoice Placentia showing all revenues collected and invoices paid. Once the invoice is approved, an ACH request will be made, and the city's portion of the revenue shall be deposited to the city's designated bank within 10 days of city's approval of such invoice.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelly Flores
Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No): E-MAIL ADDRESS: shelly.flores@newfront.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company, Ltd.	11000
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Houston Casualty Company	42374
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Alarm Program Systems, LLC
CitySupport, LLC.
367 Civic Drive, Suite 10
Pleasant Hill CA 94523

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		57 SBA IC4905 SC	05/26/2024	05/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		57 SBA IC4905 SC	05/26/2024	05/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57 WEC AE0DM5	10/11/2024	10/11/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Cyber/E&O			H24TG31559-04	11/16/2024	11/16/2025	Each Occurrence: Aggregate:	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as an additional insured as required by a written contract with respect to General Liability and Auto Liability. Primary and non-contributory basis with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

City of Placentia, Its Elected and Appointed Boards,
Officers, Officials, Agents, Employees, and Volunteers
401 E Chapman
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) Any "occurrence" that takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations for the additional insured(s); or

(2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

a. (1) Radio;

(2) Television;

(3) Billboard;

(4) Magazine;

(5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

a. Injury;

b. Sickness; or

c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service.

Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

Subject:
Approval of the Acquisition of Permanent and Temporary Construction Easements for the Golden Avenue Bridge Replacement Project

Financial Impact:
Fiscal Impact:
Expense: $ 9,250.00 Acquisition Costs
Available Budget: $ 21,474.01 Proposed Budget Resolution No. R-2024-80 (331801-6740)

Summary:
Golden Avenue Bridge was constructed in 1934 and was rated as "functionally obsolete" by the California Department of Transportation (Caltrans) in 2005. Since 2015, the City has worked with an engineering design team to complete the final design package for a new bridge which was ultimately completed in December of 2019. At the same time, it was discovered that temporary construction and permanent easements for portions of the bridge footings were needed from private property owners on some of the adjacent properties. Staff reached out to all the affected property owners and in good faith negotiated and acquired all easements necessary for the construction of the new bridge. Subsequently, the City was awarded a Federal Earmark totaling $2.2 million towards the cost of the project. These funds are being routed through the Federal Highway Administration (FHWA). Unfortunately, such Federal funding triggers requirements that must be met to be able to properly utilize these funds. The City was notified by Caltrans that the methods for acquiring these easements did not follow FHWA regulations. Even though local funds were used to acquire the easements, Federal grant funds were used to design the project and if one single Federal dollar is used in any phase of a project then the entire project is subject to Federal regulations.

Epic Land Services (ELS), a Caltrans-certified real property agent well-versed in Federal and State funding requirements, has since gone through the appraisal process and prepared offer packages for each of the affected properties to secure these easements. The total acquisition cost for all four (4) properties would total $7,400. Once granted authority by Council, the City Administrator would be able to make the offers to the property owners and negotiate up to a maximum of 25% above fair market value for a potential maximum acquisition cost of $9,250. The Acting City Administrator would also have authority to execute all documents included in the offer packages. Acquiring these easements are necessary to submit the right-of-way certification to Caltrans thereby obtaining approval to release the project plans and specifications for construction.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve Resolution No. R-2024-80, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Approve Resolution Nos. R-2024-82 thru R-2024-85, Resolutions of the City Council of the City of Placentia, California Authorizing the Appraisals, Fixing the Amounts of Just Compensation and Authorizing Offers to affected property owners; and
3. Accept the temporary and permanent construction easements; and
4. Approve the Just Compensation recommendations for each of the subject properties; and
5. Authorize Staff to sign the Just Compensation Recommendation; and
6. Authorize the Acting City Administrator to make offers to the subject property owners for the acquisition of both temporary and permanent construction easements; and
7. Authorize the Acting City Administrator to modify offers up to twenty-five percent (25%) of the original appraisal amount; and
8. Authorize the Acting City Administrator to enter into a purchase and sale agreement with the subject property owners, in a form approved by the City Attorney; and
9. Authorize the Acting City Administrator to execute escrow documents related to the acquisition of said easements; and
10. Authorize the Acting City Administrator to proceed with payments for purchasing these easements and sign the Certificate of Acceptance for these Easements on behalf of the City; and
11. Direct the City Clerk to record the Easements with the Orange County Clerk-Recorder's Office.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs.

Discussion:
Golden Avenue Bridge was constructed in 1934 and was rated as "functionally obsolete" by Caltrans in 2005. Since 2015, the City has worked with an engineering design team to complete the final design package for a new bridge which was ultimately completed in December of 2019. At the same time, it was discovered that temporary construction and permanent easements for portions of the bridge footings were needed from private property owners on some of the adjacent properties. Staff reached out to all the affected property owners and in good faith negotiated and acquired all easements necessary for the construction of the new bridge. Subsequently, the City was awarded a Federal Earmark totaling $2.2 million towards the cost of the project. These funds are being routed through the FHWA. Unfortunately, such Federal funding triggers requirements that must be met to be able to properly utilize these funds. The City was notified by Caltrans that the methods for acquiring these easements did not follow FHWA regulations. Even though local funds were used to acquire the easements, Federal grant funds were used to design the project and if one single Federal dollar is used in any phase of a project then the entire project is subject to Federal regulations.

On May 17th, 2023, the City signed an agreement with ELS to assist with the corrective actions, following all Federal and State guidelines. ELS is a Caltrans-certified real property agent well-versed in FHWA requirements who has assisted the City with all the necessary tasks related to the easement acquisition, including preparation of quitclaim deeds, appraisals and negotiations for new easements and acquisition services. All work has been coordinated through Caltrans and in compliance with FHWA regulations.

ELS has since prepared offer packages for each of the affected properties which include the following documents:

- Offer Letter
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Easement Deed and Legal Description and Plat
- Temporary Construction Easement Deed and Legal Description and Plat
- Summary Statement Relating to the Purchase of Real Property or an Interest Therein
- Appraisal Report
- Litigation Guarantee
- Your Rights Under Title VI Brochure
- Acquisition Handbook
- W-9 Request for Taxpayer ID
- Just Compensation Package

Following the appraisal process required by Caltrans, ELS has determined that the following are fair market values for the subject properties:

APN	OWNER NAME	PERMANENT EASEMENT AREA	TEMPORARY CONSTRUCTION EASEMENT AREA	APPRAISAL VALUE	OFFER VALUE
336-371-36	Paramount	258 SF	13,015 SF	nominal - $500	nominal - $1,000
334-021-15	Villena Association	32 SF	2,387 SF	$3,300	$3,300
334-011-36	Aburto	499 SF	1,337 SF	nominal - $2,100	nominal - $2,100
334-011-35	Gaddis	13 SF	141 SF	nominal - $1,000	nominal - $1,000

The total acquisition cost for all four (4) properties would total $7,400. Once granted authority by Council the City Administrator would be able to make the offers to the property owner and negotiate up to a maximum of 25% above fair market value for a potential maximum acquisition cost of $9,250. The City Administrator would also have authority to execute all documents included in the offer packages. Acquiring these easements are necessary to submit the right-of-way certification to Caltrans thereby obtaining approval to release the project plans and specifications for construction.

Fiscal Impact Summary:
The recommended actions will authorize Staff to make offers for a not to exceed amount of

$9,250 needed for the acquisition of temporary and permanent construction easements. In 2022, the City received a Federal Earmark of $2.2 million for the project. This earmark can only be used for the construction phase of the project. To provide sufficient funding for the acquisition of the easements, right-of-way certification and final design of the project, Staff is also recommending approval of Budget Resolution No. R-2024-80 (Attachment 5) to appropriate $21,474.01 in project savings from the City Hall Administrative Office Area Improvement Project.

Attachments

Attachment_1_Offer_Package_-_Aburto__APN_334-011-36_.pdf
Attachment_2_Offer_Package_-_Gaddis__APN_334-011-35_.pdf
Attachment 3 Offer Package - Paramount (APN 336-371-36).pdf
Attachment 4 Offer Package - Villena (APN 334-021-15).pdf
Attachment 5 - Budget Amendment Resolution No. R-2024-80 - Golden Avenue Bridge Replacement Project.pdf
Attachment 6 Resolution R-2024-82 Approving Appraisal_Aburto.pdf
Attachment 7 Resolution R-2024-83 Approving Appraisal_Gaddis.pdf
Attachment 8 Resolution R-2024-84 Approving Appraisal_Paramount.pdf
Attachment 9 Resolution R-2024-85 Approving Appraisal_Villena.pdf

CITY OF PLACENTIA
GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
APN: 334-011-36

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN(s): 334-011-36. Upon receipt, please sign below and return to Christine Wasfi at cwasfi@epicland.com.

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

The offer package received contained the following items:

1. Offer Letter
2. Agreement of Purchase and Sale and Joint Escrow Instructions
3. Easement Deed and Legal Description and Plat
4. Temporary Construction Easement Deed and Legal Description and Plat
5. Summary Statement Relating to the Purchase of Real Property or an Interest Therein
6. Appraisal Report
7. Litigation Guarantee
8. Your Rights Under Title VI Brochure
9. Acquisition Handbook
10. W-9 Request for Taxpayer ID

Recipient Name (please print)	Recipient Signature	Date
( )	( )	
Phone	Cell	E-Mail (optional)

Best time to call: _____

☐ The mailing address is correct as sent/ received

☐ Please update the mailing address as follows:

_____

_____

Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(310) 626-4848
epicland.com

Just Compensation Recommendation

Project	Golden Avenue Bridge Replacement Project
APNs	334-011-36
Interest Appraised	498.95 SF, Permanent Easement Interest
	1,337.01 SF, Temporary Construction Easement Interest
Date of Value	April 2, 2024
Appraised Value	$2,100.00

In accordance with the acquisition of the subject property, the following actions have been undertaken in conformity with *49 CFR Part 24* "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs" and Caltrans Right of Way Procedures Manual:

1. Performed a fee appraisal to ascertain Fair Market Value prepared by Valbridge Property Advisors.
2. A formal review of the appraisal was prepared by CBRE, Valuation & Advisory Services to certify the appraisal of Fair Market Value.

49 CFR Part 24, Subpart B Section 24.102(d) states that before the initiation of negotiations, the Agency shall establish an amount which it believes is Just Compensation for the real property. The amount shall not be less than the approved appraisal of the Fair Market Value of the property, taking into account the value of allowable damages or benefits to any remaining property.

An Agency official must establish the amount believed to be just compensation. Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be Just Compensation. Fair Market Value as per California Code of Civil Procedure section 1263.320 is defined as the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

We hereby recommend that the value of $2,100.00 (Two Thousand One Hundred Dollars and No Cents), based upon the fee appraisal prepared by Valbridge Property Advisors to be determined to be the probable amount of Just Compensation by the City of Placentia.

Recommended for Approval:

Date: *November 4, 2024*

Tyler Kelleher

By: ***Tyler Kelleher***
Project Manager
Epic Land Solutions, Inc.

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

CITY OF PLACENTIA

Just Compensation Approval

Based upon (1) the Fee Appraisal dated October 21, 2024, prepared by Valbridge Property Advisors (2) Appraisal Review dated October 31, 2024, prepared by CBRE, Valuation & Advisory Services; and (3) Authority staff recommendation, the amount of just compensation for the purchase of Assessor Parcel No. 334-011-36 is set at $2,100.00 (Two Thousand One Hundred Dollars and No Cents).

City of Placentia

Date: _____

By: _____

Name:

Title:

The People are the City

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

November 21, 2024

Hand Delivered or Sent Via Certified USPS Mail

John Aburto
4011 Winterhaven St
Yorba Linda, CA 92886

RE: Offer to Purchase Real Property Pursuant to Government Code §§ 7267.1 and 7267.2(a)
City of Placentia – Golden Avenue Bridge Replacement Project
Site Address: 4011 Winterhaven St Yorba Linda, CA 92886
Assessor's Parcel Number: 334-011-36
Federal Aid Project #BRL-5269(025)

Dear Property Owner:

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project ("Project") which is a federally funded project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

The Proposed Project will require the acquisition of (1) an approximate 498.95 square foot permanent easement ("Subject Easement") and (2) an approximate 1,337.01 square foot temporary construction easement with a term of 24 months ("TCE") over portions of the above-referenced parcel located at 4011 Winterhaven Street and identified as Orange County Tax Assessor's Parcel Number 334-011-36 ("Larger Parcel"). The Subject Easement is described more particularly in the Exhibits to the Easement Deed enclosed with this offer letter. The TCE is described more particularly in the Exhibits to the Grant of Temporary Construction Easement enclosed with this offer letter. The Subject Easement and the TCE required for the Proposed Project are referred to below collectively as the "Subject Property Interests".

1. **Offer**. Subject to, and upon the terms and conditions set forth below, the City offers to purchase the Subject Property Interests in connection with the Project. California law requires that, before making an offer to purchase the Subject Property Interests for the Proposed Project, the City must (1) obtain an independent appraisal to determine the fair market value of the Subject Property Interests, (2) establish an amount which it believes to be just compensation for the Subject Property Interests, and (3) make an offer to the owner(s) for an amount not less than the just compensation so determined. Accordingly, the City recently had the Larger Parcel and the Subject

Property Interests appraised to determine the fair market value of the Subject Property Interests, as defined in California Code of Civil Procedure section 1263.320. Pursuant to Government Code Section 7267.1, the owner had the opportunity to accompany the appraiser during their inspection. The City obtained an appraisal for the fair market value of the Subject Property Interests prepared by John Penner, a California Certified Real Estate Appraiser of Valbridge Property Advisors ("Appraisal Report") that used a date of value of April 2, 2024 ("Date of Value").Rick Donahue, MAI, a Certified California General Appraiser of CBRE – Valuation & Advisory Services prepared an appraisal review dated October 31, 2024 ("Review Appraisal"). Rick Donahue found that the Appraisal Report complies with USPAP requirements and applicable State of California and Federal regulations.

It is the policy of the City to acquire property that is in private ownership **only when it is necessary to do so, and through voluntary purchase if possible**. In accordance with applicable law, the City has reviewed and approved the appraisal of the fair market cash value of the Subject Property Interests. Pursuant to Government Code Section 7267.2, the City has enclosed for your reference an informational City of Placentia Acquisition Handbook providing an overview of the eminent domain process and of your rights. We hope this is helpful for understanding your rights. **While the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interests in your property.** Further, because the City plans to use the Subject Property Interests for the Proposed Project as soon as the City acquires the necessary property interests needed for the Proposed Project, the City does not intend to offer a leaseback agreement for the Subject Property Interests pursuant to Code of Civil Procedure section 1263.615.

2. Purchase Price. The City hereby offers to purchase the Subject Property Interests for **Two Thousand One Hundred Dollars and No Cents ($2,100.00)** ("Purchase Price"). The Purchase Price represents at least the full amount the City believes to be just compensation for the acquisition of the Subject Property Interests as of the Date of Value. It is not less than the approved appraisal of the Subject Property Interests on the Date of Value and does not include any increase or decrease in value of the Subject Property Interests caused by the Proposed Project for which the City seeks to acquire the Subject Property Interests. The Purchase Price also does not reflect any relocation assistance, benefits, or payments, if any, that you may be entitled to receive. This amount also does not include any compensation for loss of goodwill. The requirements for establishing goodwill loss are set forth in California Code of Civil Procedure section 1263.510, a copy of which is attached to this letter.

3. Basis for Offer. The enclosed Appraisal Report, which is incorporated herein by this reference, provides the basis for the amount established by the City as just compensation. The Appraisal Report takes into consideration the highest and best use of the Larger Parcel, the location, zoning, the condition and size of any improvements on the Larger Parcel and the Subject Property Interests, the Date of Value, severance damages, and other factors that affect fair market value as required by the Government Code.

The appraiser determined that the total fair market value of the Subject Property Interests is $2,100.00, consisting of $1,600.00 for the Subject Easement and $500.00 for the use of the TCE.

4. Conditions of Offer. The offer is subject to, and conditioned upon the acceptance of the terms of the Agreement for Purchase and Sale enclosed with this offer letter.

5. Offer to Pay Reasonable Costs of an Independent Appraisal Pursuant to Code of Civil Procedure Section 1263.025. If you wish to obtain an independent appraisal of the Subject Property Interests, in accordance with California Code of Civil Procedure section 1263.025(a), the City hereby offers to

reimburse you for the reasonable costs, not to exceed $5,000.00 (Five Thousand Dollars), of such an independent appraisal. Any independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please notify your assigned Epic Land Solution, Inc. Acquisition Agent ("Epic Acquisition Agent"), Christine Wasfi within 30 days of the date of this offer letter if you wish to obtain an independent appraisal of the Subject Property Interests. The City is not obligated to accept your appraiser's value of the Property Interests. The City, however, will review your appraisal and if appropriate, confer with the City's independent appraiser regarding the merits of your appraisal.

6. Acceptance of Offer and Execution of Purchase and Sale Agreement. If the above offer is acceptable, please sign and return the following documents to Christine Wasfi, Epic Acquisition Agent in the enclosed envelope:

(a) The Agreement for Purchase and Sale and Joint Escrow Instructions.

The other materials (Appraisal Report, Title Report, Brochures etc.) are included for your information and files and do not need to be returned.

7. Admissibility of Offer. If for any reason you reject the City's offer, please be advised that this offer letter and enclosures are made under the provisions of California Evidence Code sections 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action for any purpose prohibited under these sections. However, while the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interests in your property.

If you have any questions regarding the Proposed Project, this offer, the Agreement for Purchase and Sale, or the acquisition process, please feel free to contact Christine Wasfi, Epic Acquisition Agent at (951) 405-4645 or email cwasfi@epicland.com.

Sincerely,

Rosanna Ramirez
City of Placentia

Enclosures:
Acknowledgment of Receipt of Offer Package
Copy of California Code of Civil Procedure section 1263.510
Agreement for Purchase and Sale and Joint Escrow Instructions
Easement Deed, Legal Description and Plat Map
Grant of Temporary Construction Easement, Legal Description and Plat Map
Appraisal Report
Litigation Guarantee
Your Rights under Title VI Brochure
City of Placentia Acquisition Handbook
W-9 Request For Taxpayer ID

CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510

(a) The owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.

(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.

(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

(Amended by Stats. 2006, Ch. 602, Sec. 2. Effective January 1, 2007.)

AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS

Federal Aid Project # BRL-5269(025)
Aburto
APN 334-011-36

Gabriel John Aburto, A Married Man, as Sole and Separate Property (hereinafter, "Grantor"), owns the real property located a 4011 Winterhaven Street, Yorba Linda, CA in the County of Orange, Assessor Parcel Number 334-011-36 (the "Property"). City of Placentia (the "City") requires a temporary construction easement in a portion of the Property for the Golden Avenue Bridge Replacement Project (the "Project"). A Permanent Easement Deed in a form substantially similar to Exhibit "1", and a Temporary Construction Easement Deed to the City in a form substantially similar to Exhibit "2" hereto, covering the property interests as described and depicted in the exhibits attached thereto (collectively the "Property Interests"), will be executed during the escrow to be opened for this transaction.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve the City of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) The City requires said Property Interests described in Exhibit "1" and Exhibit "2" for the Project, a public use for which the City has the authority to exercise the power of eminent domain.

(C) Both Grantor and the City recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interests by eminent domain litigation. The compensation set forth herein for the Property Interests is in compromise and settlement, in lieu of such litigation.

(D) It is agreed that the City may open an escrow in accordance with this Agreement at Commonwealth Land Title Company or another selected escrow company ("Escrow Agent"), Escrow No. to be determined. This Agreement constitutes the joint escrow instructions of CITY and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within thirty (30) days following the opening of escrow. The Parties hereto agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

(E) Grantor agrees to deposit with Escrow Agent prior to the Close of Escrow (defined below) the original, fully executed and acknowledged Easement Grant Deed and Temporary Construction Easement Deed and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the Subject Property, including Lender's written approval of Grantor's entering this Agreement if necessary. City agrees to deposit the

following with Escrow Agent prior to the Close of Escrow: (1) the full amount of compensation, and (2) a certificate of acceptance.

(F) All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

(G) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3

(H) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

(I) Pay and charge Grantor, upon Grantor's written approval, for any amount necessary to place title in the condition necessary to satisfy the express terms of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;

(J) Pay and charge City for any escrow fees, charges, and costs payable required for the Close of Escrow;

(K) Disburse funds and deliver the Easement Deeds when conditions of this escrow have been fulfilled by City and Grantor.

The term "**Close of Escrow**", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS, AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If this escrow is not in condition to close within 210 days from opening of escrow, either Party who then shall have fully complied with its obligations may, in writing, demand the return of its money or property; but if neither Party has complied, no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

2. (A) The City shall pay the undersigned Grantor the sum of TWO THOUSAND ONE HUNDRED DOLLARS and NO CENTS ($2,100.00) for the Property Interests conveyed by Exhibit "1" and Exhibit "2" when title to said Property Interests vests in the City free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

   i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

   ii. Covenants, conditions, restrictions and reservations of record as contained in the title report (Commonwealth Land Title Company order number 92020645).

   iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.

   (B) The City shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City, the premium charged therefore. Due to the City's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922).

   (C) The City shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against the City, the County of Orange and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interest, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interest, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant

to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:

   (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California, which provides:

   "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

   (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interests. Grantor will defend and indemnify the City, its successors and/or assigns if it turns out that a claim is made or legal action is filed against the City, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants it will defend and indemnify the City, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.

7. Grantor acknowledges that there are no tenants on the Property. Grantor agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of improvements, including but not limited to: None.

9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interests will be protected in place: None.

10. The City may provide Grantor with thirty (30) day advance notice by the City or the City's contractor prior to the commencement of construction activities on the Property Interests. Prior to the commencement of the City's construction activities on the Property Interests, Grantor agrees to hold harmless, defend and indemnify the City, its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. The City shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time the City or the City's contractor commences construction activities on the Property Interest.

    Grantor agrees to name the City as an additional insured under its current insurance policy. Grantor further agrees to notify the City in writing within thirty (30) days of any potential claim relating to the area within the Property Interests prior to commencement of construction activities on the Property Interest.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction and terminating twenty-four (24) months thereafter ("TCE Term"). Upon the deposit and determination of commencement date, Exhibit "2", shall be updated to reflect the commencement and termination date of the TCE. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, for the TCE Term. The TCE may also be terminated prior to the expiration of the TCE Term by the City upon written notice to the Grantor.

12. PERMISSION TO ENTER ON PREMISES. Grantor hereby grants to City, or its authorized agents, permission to enter upon the subject Property Interests at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. City agrees that City and its contractors will indemnify Grantor and its related individuals and entities and hold them harmless from any and all liability for bodily injury, death, and property damage arising out of or in any way connected with City's negligent acts or omissions while on the Property Interests and reimburse the Grantor and related parties for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands, and causes of action that may be made or brought against them arising out of such use. Any such inspections shall be conducted at a time and in such a manner reasonably approved by Grantor and to minimize disruption or interference Grantor or Grantor's tenants. Grantor shall have the right to be present at any such inspections.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from

the Property Interests conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.

14. It is agreed between the parties hereto that the City is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on the Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the litigation guarantee (First American Title order number 7015733). The grantor acknowledges that it has received and reviewed the Litigation Guarantee. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction is to be free and clear of any liens, bonds and/or assessments at the close of escrow.

15. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris after the opening of escrow. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the temporary construction easement area that remains after the City takes actual/physical possession of the TCE area may be removed by the City and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed after the City takes actual/physical possession shall be the sole responsibility of Grantor.

16. Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantors:
John Aburto
4011 Winterhaven Street
Yorba Linda, CA 92886

To City of Placentia:
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Public Works

17. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. The City may freely assign any or all of its interests or rights under this Agreement.

18. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has/have no knowledge of any disposal, release, or threatened release of hazardous

substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

19. It is understood and agreed that the fully executed Permanent Easement Deed and Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Orange.

20. The City reserves the right to cancel escrow and terminate this Agreement if at any time the City determines that the Property Interests is no longer needed for the Project.

21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

22. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

23. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

24. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

25. The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.

26. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

Gabriel John Aburto, A Married Man, as Sole and Separate Property

By: _____

Name: _____

Date: _____

APPROVED AS TO FORM:

By:_____
Attorney for City of Placentia

CITY OF PLACENTIA

By:_____
Name:
Title:

Date:_____

Exhibit “1”

Permanent Easement Deed
[APN: 334-011-36]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On Portion of APN: 334-011-36

Space above this line for Recorder's use

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Gabriel John Aburto, A Married Man, as Sole and Separate Property** (**"Grantor"**) hereby grants to the **CITY OF PLACENTIA** ("**Grantee**"), and its successors and assigns, for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across all that real property situated in the City of Placentia, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B". Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference.

Grantor expressly grants the City of Placentia the right to assign this easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Gabriel John Aburto, A Married Man, as Sole and Separate Property

By: _____
Its: _____
Name: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (SEAL)

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the permanent easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 334-011-36

By: _____

Name:

City of Placentia

Dated: _____

EXHIBIT "A"
Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 10.11 FEET;

THENCE SOUTH 6°07'51" WEST, A DISTANCE OF 10.23 FEET;

THENCE SOUTH 10°13'03" WEST, A DISTANCE OF 1.91 FEET;

THENCE SOUTH 78°22'47" WEST, A DISTANCE OF 7.98 FEET TO SAID EASTERLY LINE OF SAID RANCHO AND THE WESTERLY LINE OF SAID LOT 2;

THENCE ALONG SAID EASTERLY AND WESTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 14.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 118.34 SF MORE OR LESS.

PARCEL "B"
A STRIP OF LAND 5.00 FEET IN WIDTH, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 19.33 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 3°27'35" WEST, A DISTANCE OF 3.07 FEET;

THENCE SOUTH 8°27'35" WEST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 11°13'15" WEST, A DISTANCE OF 68.95 FEET TO THE SOUTHERLY LINE OF SAID LOT 2.

Cont. Legal Description – Permanent Construction Easement

THE SIDELINES OF SAID STRIP OF LANS SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF SAID LOT 2 AND END AT THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2.

CONTAINS 380.61 SF MORE OR LESS.

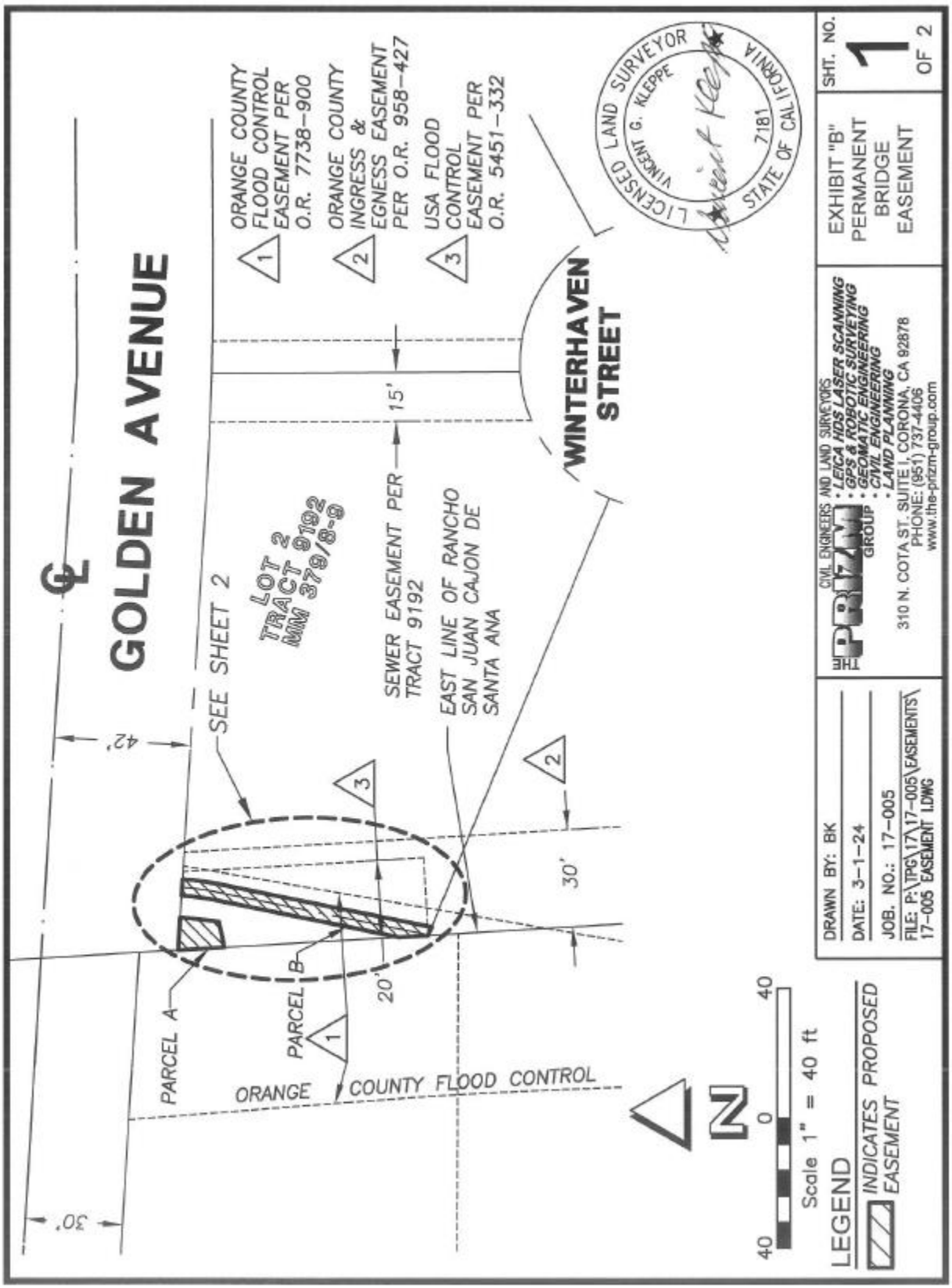
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

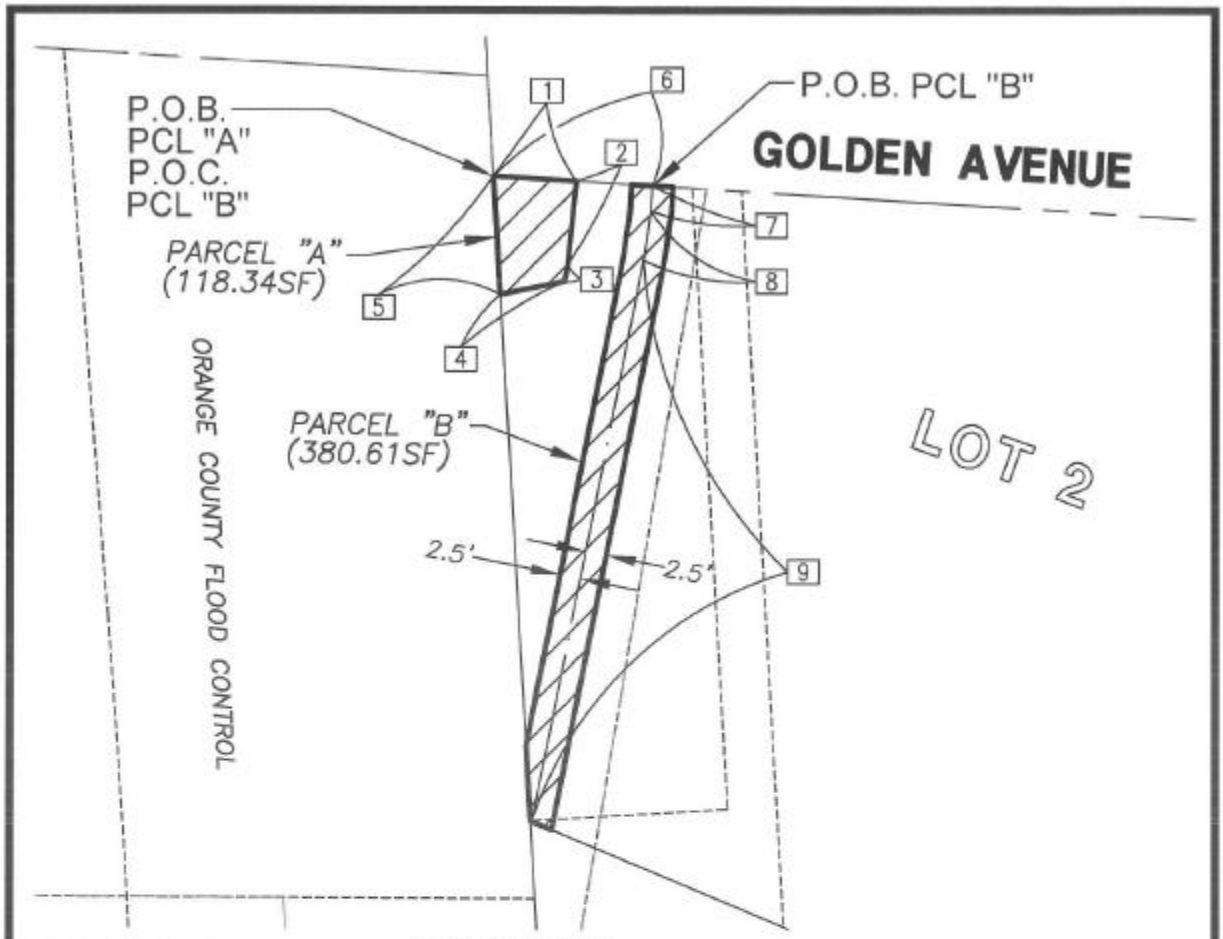


PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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EXHIBIT "B"
Plat Map – Permanent Construction Easement
Page 2 of 2



Cont. Plat Map – Permanent Construction Easement



DETAIL "A"
1"=20'

LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 86°32'25" W	10.11'
2	N 06°07'51" E	10.23'
3	N 10°13'03" E	1.91'
4	N 78°22'47" E	7.98'
5	N 03°23'36" W	14.29'
6	N 86°32'25" W	19.33
7	N 03°27'35" E	3.07'
8	N 08°27'35" E	6.00'
9	N 11°13'15" E	68.95'

N

20 0 20

Scale 1" = 20 ft

LEGEND

INDICATES PROPOSED EASEMENT

LICENSED SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

DRAWN BY: BK
DATE: 3-1-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT I.DWG

CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406 • www.the-prizm-group.com

EXHIBIT "B"
PERMANENT
BRIDGE
EASEMENT

SHT. NO. 2 OF 2

Exhibit “2”

Temporary Construction Easement Deed
[APN: 334-011-36]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On portion of APN: 334-011-36

Above Space for Recorder's Use

GRANT OF EASEMENT
TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Gabriel John Aburto, A Married Man, as Sole and Separate Property "**Grantor**"), hereby grants to **CITY OF PLACENITA ("Grantee")**, its employees, agents, representatives, contractors, successors and assigns, an exclusive temporary construction easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, and construction of roadway improvements or other necessary uses, for construction of the Golden Avenue Bridge Replacement Project, purposes in, on, upon, over, under, and across that certain real property located in the City of Placentia, County of Orange, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B" . Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference. The Temporary Construction Easement is located within a portion of Assessor Parcel Number 334-011-36 (**"Grantor's Property"**),

The term of the Temporary Construction Easement described herein will commence on the date of the deposit of funds into escrow, _____ and expire twenty-four (24) months thereafter on _____.

It is understood that in the event the Grantor plans to sell, lease or rent the Property prior to the final expiration date of this Temporary Construction Easement, the Grantor shall inform, in writing, any and all parties involved in the sale, lease, or rental of the Property about this Temporary Construction Easement and associated construction project.

GRANTOR: **Gabriel John Aburto, A Married Man, as Sole and Separate Property**

DATED: _____

By: _____

Name: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the temporary construction easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Temporary Construction Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 334-011-36

By: _____

Name:

City of Placentia

Dated: _____

EXHIBIT "A"
Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 25.95 FEET TO THE EASTERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED IN BOOK 7738, PAGE 900, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 80.55 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING LOCATE SOUTH 67°24'57" EAST ALONG SAID LINE, A DISTANCE OF 8.52 FEET FROM THE SOUTHWESTERLY CORNER THEROF;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 67°24'57" WEST, A DISTANCE OF 8.52 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF SAID RANCHO;

THENCE ALONG SAID WESTERLY LINE AND SAID RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 77.86 FEET TO THE **POINT OF BEGINNING**.



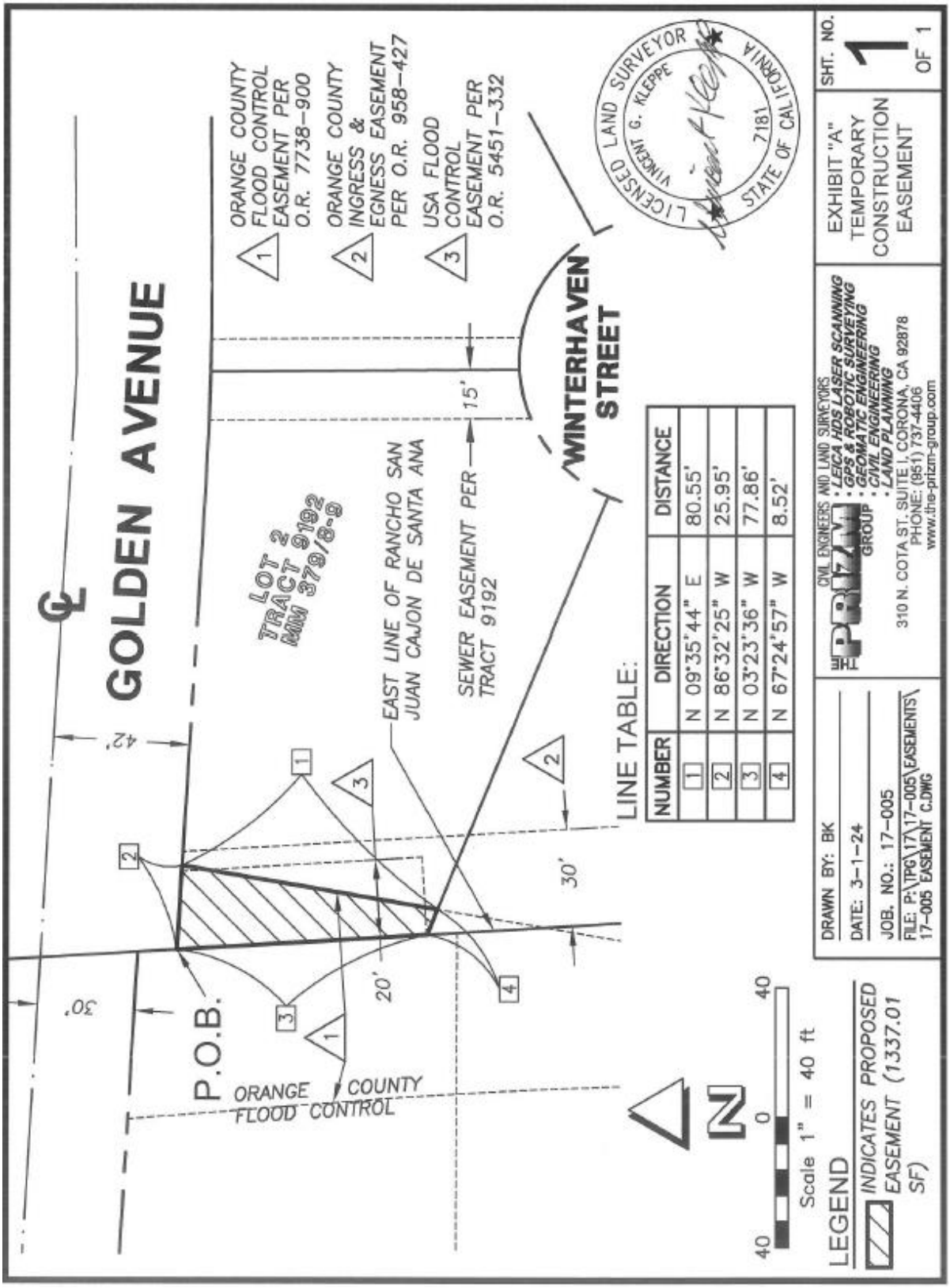
CONTAINS 1,337.01 SF (0.03 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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EXHIBIT "B"
Plat Map – Temporary Construction Easement
Page 2 of 2



CITY OF PLACENTIA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property located at 4011 Winterhaven St, City of Yorba Linda, California, is within the Project area and is also identified by your County Assessor as Parcel No. 334-011-36.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom a public agency purchases real property or an interest therein or each tenant owning improvements on the property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and is/are contiguous to the land being conveyed.

3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired are a 498.95 square foot permanent easement and a 1,337.01 square foot temporary construction easement, and said property is described and depicted in the attached legal descriptions and plat maps.

4. The market value of the property proposed to be acquired is based upon a market value appraisal that is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

    A. Represents the full amount of the appraisal of just compensation for the property to be purchased;

    B. Is not less than the approved appraisal of the fair-market value of the property;

    C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits that the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand Dollars ($5,000), subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREA), formerly known as the Office of Real Estate Appraisers;

   C. The appraisal cost reimbursement request must be made in writing and submitted to the City of Placentia c/o Epic Land Solutions, Inc. at 3850 Vine Street, Suite 200, Riverside CA 92507, Attn: Tyler Kelleher, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

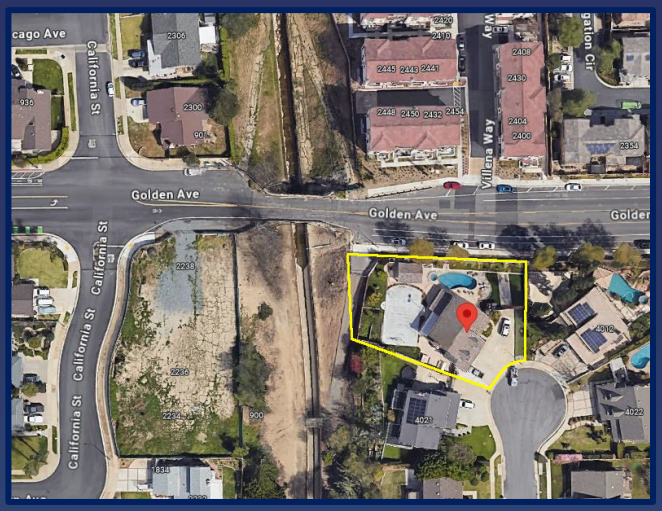
8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code sections 104.2 and 104.12.

Valbridge
PROPERTY ADVISORS

Narrative Appraisal Report

Proposed Easement Acquisitions Golden Avenue Bridge
Single Family Residence
4011 Winterhaven Street
Yorba Linda, Orange County, California 92886

Report Date: October 21, 2024



FOR:

Epic Land Solutions, Inc.
Ms. Kari Anvick
Senior Regional Manager
1971 W. 190th Street, Suite 200
Torrance California 90504

Valbridge Property Advisors | Orange County
17822 17th Street, Suite 211
Tustin, CA 92780
(714) 449-0852 phone
jpenner@valbridge.com

Valbridge File Number:
CA06-24-0048

17822 17th Street, Suite 211
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October 21, 2024

Ms. Kari Anvick
Senior Regional Manager
Epic Land Solutions, Inc.
1971 W. 190th Street, Suite 200
Torrance, California 90504

RE: Appraisal Report
Proposed Easement Acquisitions Golden Avenue Bridge
Single Family Residence
4011 Winterhaven Street
Yorba Linda, Orange County, California 92886

Dear Ms. Anvick:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report. The Golden Avenue Bridge Project requires the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The project will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic.

The subject property, as referenced above, is located at the end of a cul-de-sac on Winterhaven Street and is further identified as Assessor's Parcel Number (APN) 334-011-36. The subject is a 0.38-acre or 16,583-square-foot site. The subject is improved with a 2,703 square foot single family home constructed in 1976. The rear of the site borders the flood channel where the acquisition areas are located.

The purpose of this appraisal is to estimate Fair Market Value for a proposed permanent and temporary acquisition, considering the Market Value of the fee simple interest in the subject property. This appraisal is completed in conformance with Eminent Domain Laws, State and Local Laws, including the Caltrans Right of Way Manual dated July 2022, the Appraisal Institute, and regulations required by the State of California. The intended use of this appraisal is for negotiations with the subject property owner pursuant to the partial acquisition of some property interests. This report consists of a narrative appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

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The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, Caltrans and no others.

Memorandum on Date of Value and Report:

The date of value in this report is April 2, 2024 the date of report is October 21, 2024. The proposed acquisition is a small portion of land in a flood channel with almost no residual property rights attributable to the fee owner and is of nominal value. The nominal value is rounded per the Caltrans Right of Way Manual. Therefore, it is our professional opinion that the value conclusion in this report is unlikely to change materially between the date of value and the date of report.

The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	
Property Address	4011 Winterhaven Street
Assessor Parcel Number (APN)	334-011-36
Effective Date of Value	April 2, 2024
Property Rights Appraised	Fee Simple
Owner Name	Gabriel J Aburto
Zoning	R-S
Right of Way Areas	
Value of Part Taken - Land (498.95 SF)	$1,600 - Nominal
Temporary Construction Easement (1337.01 SF)	$500 - Nominal
Fair Market Value of Proposed Acquisition	**$2,100 - Nominal**

Respectfully submitted,

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John D. Penner Jr.
Staff Appraiser
California License #AG3009243



John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

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Qualifications

Summary of Salient Facts

Property Name:	Proposed Easement Acquisitions Golden Avenue Bridge
Address:	4011 Winterhaven Street Yorba Linda, Orange County, California 92886
Assessor's Parcel Number:	334-011-36
Property Rights Appraised:	Fee Simple Underlying Land
Property Owner:	Gabriel J Aburto
Site Size:	0.38 acres (16,583 square feet)
Zoning:	R-S - Residential Suburban Zone
Flood Zone:	X (Not a Flood Hazard Area)
Existing Improvements	
Property Type:	Residential
Property Use:	Single Family Residential
Highest and Best Use	
As Vacant:	Develop Single Family Residential Use
As Improved:	Current Use
Date of Report:	October 21, 2024
Effective Date of Value:	April 2, 2024

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$990,990	
Permanent Property Rights		
Value of Part Taken - Land (498.95 SF)	$1,622	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$1,622	$1,600 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$989,368	
Temporary Property Rights		
Temporary Construction Easement (1337.01 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$2,100 - Nominal**

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

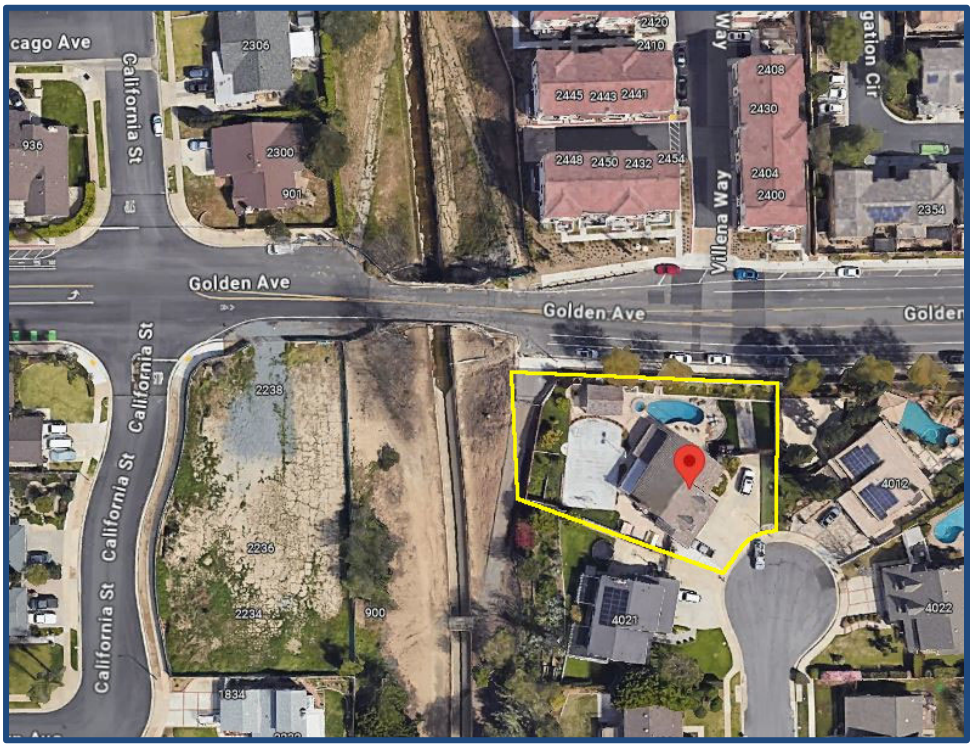
Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Aerial and Front Views

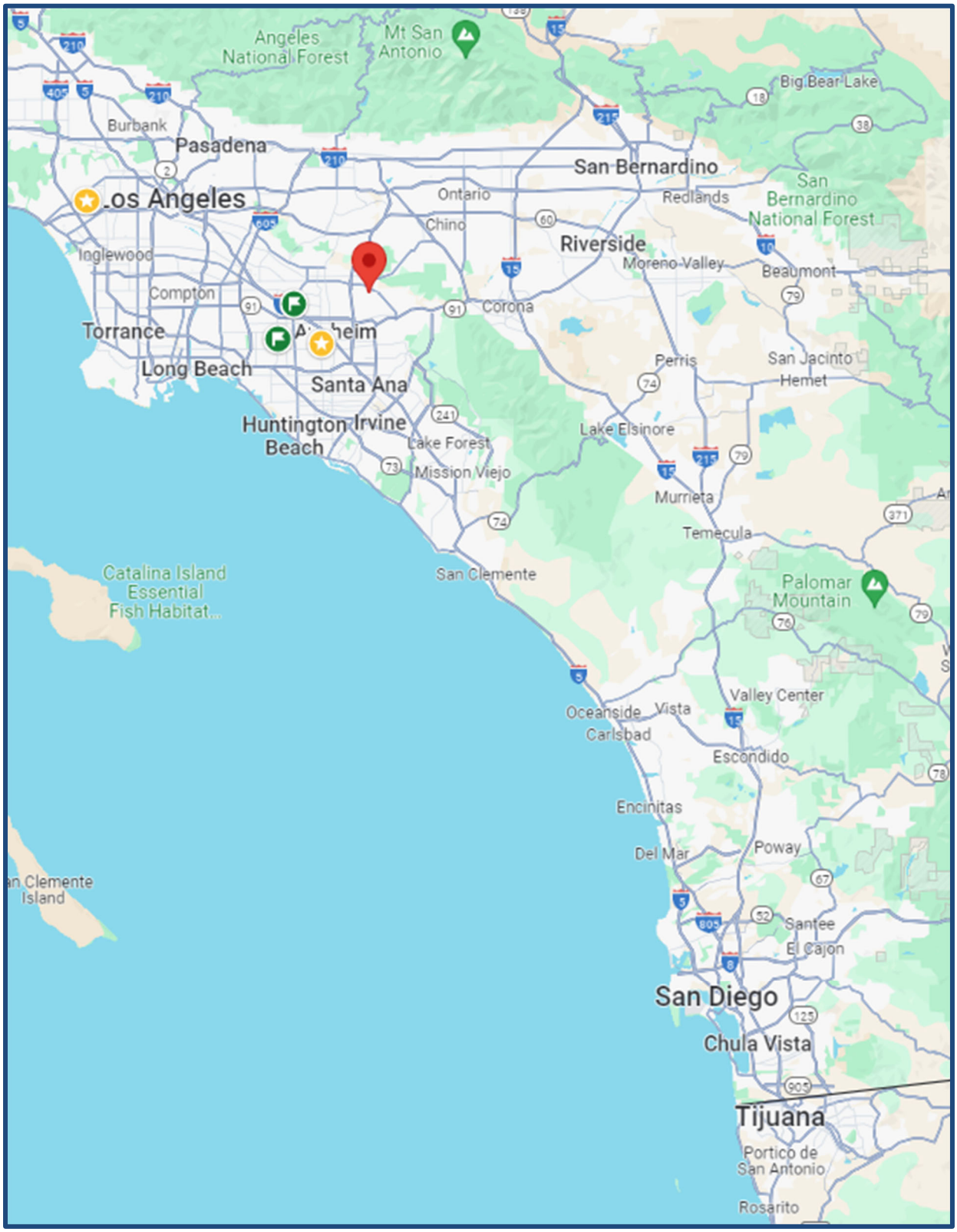


AERIAL VIEW



FRONT VIEW

Location Map



Introduction

Proposed Acquisition Description

The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control area for which the bridge passes over. The proposed easements are within existing flood control easement areas.

Client and Intended Users of the Appraisal

The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, Caltrans and no others.

Intended Use of the Appraisal

The intended use of this report is for determine fair market value of a proposed acquisition.

Real Estate Identification

The subject property is located at 4011 Winterhaven Street, Yorba Linda, Orange County, California 92886. The subject property is further identified by Assessor Parcel Number 334-011-36.

Legal Description

A copy of the legal description is included in the title guarantee in the addenda and legal descriptions of the acquisitions are located in the condemnation section.

Use of Real Estate as of the Effective Date of Value and the Date of this Report

As of the effective date of the appraisal, the subject was a single-family residential property.

Ownership of the Property

According to the Public Record and a Litigation Guarantee, title to the subject property is vested in Gabriel J Aburto.

History of the Property

Ownership of the subject property has not changed within the past five years. The current owner acquired the property 10 years ago.

Listings, Offers, and/or Contracts

The subject property is not presently listed for sale.

Notice to Appraise

A notice of intent to appraise the subject property was sent to the property owner by the City of Placentia. on March 11, 2024. An exterior inspection was performed by John Penner, Jr. and John D. Penner of Valbridge Property Advisors | Orange County on April 2, 2024 for the purpose of this appraisal.

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Type and Definition of Value

The measure of Fair Market Value for eminent domain purposes as defined in the Civil Code is:

(a) The fair-market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair-market value of property taken for which there is no relevant comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.[1]

Exclusions from Fair Market Value

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

(a) The project for which the property is taken.
(b) The eminent domain proceeding in which the property is taken.
(c) Any preliminary actions of the plaintiff relating to the taking of the property.[2]

Condemnation Blight and Project Enhancement: Condemnation blight is a diminution in the market value of a property due to pending condemnation action[3]; project *enhancement* is an increase in a property's market value in anticipation of a public project requiring condemnation action. As a general rule, the appraiser cannot properly consider either of these factors in the before situation when estimating highest and best use or value.

Eminent Domain Terminology

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

Leased Fee Estate

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).[5]

[1] California Code of Civil Procedure, Section 1263.320

[2] Ibid, § 1263.330

[3] Real Estate Valuation in Litigation, Appraisal Institute, Second Edition

[4] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[5] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Easement

The right to use another's land for a stated purpose.[6] Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space or preservation.

Temporary Easement

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.[7]

Larger Parcel Theory

In condemnation proceedings, the parcel(s) of land under the beneficial control of a single individual or entity has the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making this determination are contiguity or proximity (as it bears on the highest and best use of the property), unity of ownership, and unity of highest and best use. If applicable, analysis of the subject's larger parcel is contained in the highest and best use section.

The larger parcel may be a whole parcel, part of a parcel, or several parcels, depending upon the unity of legal ownership, unity of use, and contiguity. For unity of title, the parcel(s) must be owned or controlled by the same individual or group of individuals. Unity of use requires that the parcel(s) possesses the same use, or an integrated use, with the land. It is controlled by the highest and best use of the parcel(s). Although contiguity is not always required, parcels sharing this unity are usually physically contiguous. If two parcels are separate and devoted to different uses, the taking of one parcel will not damage the other.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios of value:

VALUATION SCENARIOS TABLE

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

We completed an appraisal inspection of the subject property on April 2, 2024.

Date of Report

The date of this report is October 21, 2024, which is the same as the date of the letter of transmittal.

List of Items Requested but Not Provided

- None

[6]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[7]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which may have impacted the assignment results:

Extraordinary Assumptions

- None

Hypothetical Conditions

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Scope of Work

The elements addressed in the Scope of Work are: (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

- Legal Characteristics - The subject was legally identified via public records, legal description, and plat map.
- Economic Characteristics - Economic characteristics of the subject property were identified via market participant surveys, our company database, and/or third party sources, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via an appraisal inspection of the exterior and proposed acquisition areas.

Extent to Which the Property Was Inspected

We inspected the subject on April 2, 2024.

Type and Extent of Data Researched

In valuing the concluded larger parcel, we researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of the improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on the highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

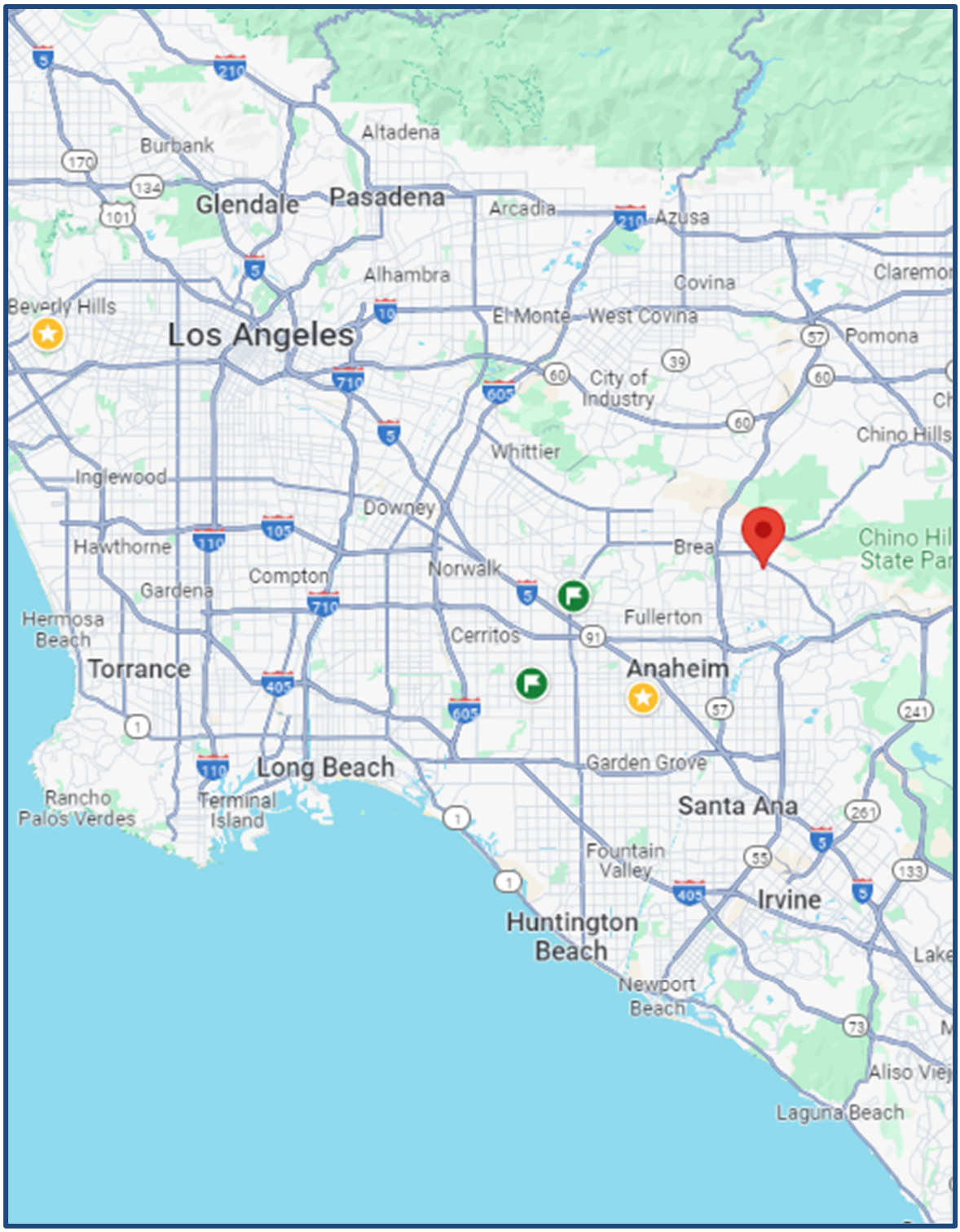
We developed our analyses, opinions, and conclusions and prepared this report in conformity with state regulations in the California Code of Civil Procedure and the Caltrans Right of Way Manual dated July 2021, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional Area Analysis

REGIONAL MAP



Regional Data

The subject property is located in the County of Orange. Orange County is one of six counties which comprise the Southern California Metropolitan Region. The other counties are Los Angeles, San Bernardino, Riverside, Ventura, and San Diego. This region represents one of the most diversified economic environments in the world. Strengths include aerospace, import/export trade, entertainment, defense, tourism, technology, apparel, and education. Located on the previous page is a map that shows the subject in relation to the surrounding region.

These counties have been, and continue to be, interdependent upon one another for a variety of goods and services. Los Angeles County led the region with an explosive population growth after World War II. This growth was attributed largely to in-migration from other states. New residents were attracted to the area for employment and climate-related reasons. Los Angeles became the industrial base for the region, while the adjacent counties remained agricultural, especially in citrus farming. As Los Angeles County built up, the adjoining counties began to experience a spillover effect; first in population, then in industry.

Location

Orange County is situated directly southeast of Los Angeles County and remained primarily rural until after World War II. The county occupies a total of 798 square miles, stretching along 42 miles of Pacific coastline and extending some 25 miles inland. The eastern mountain region, which includes the Cleveland National Forest, is largely uninhabited. The majority of the population is concentrated in the northwest and central portions of the county and stretches south along the coast. Other counties bordering the County of Orange are Riverside to the east, San Diego to the south, and San Bernardino to the northeast.

Early development in the county primarily consisted of agricultural activity related to wine, citrus, and ranching. Farmers and ranchers were drawn to the area by the ample water supply and fertile soil. With the advent of the railroads in the late 1800s, shipping to the east coast by rail became a reality, and the citrus industry began to blossom, hence the name “Orange” County. The county was split off from Los Angeles and incorporated in 1889. In the early 1900s, small towns began to form in the northwest and central portions of the county. Expansion generally followed the Red Car commuter rail line in the earlier portion of the decade and later the freeway system followed which led to a large influx of new residents from the neighboring County of Los Angeles. Heavy growth continued through the 1950s, 60s, 70s, and 80s, as Orange County began to emerge as a center for high-tech and aerospace-related industries along with strengths in tourism and service.

Demographics

Although geographically small, Orange County is a major market, both on a statewide and national basis. It ranks third in population among California's 58 counties and sixth nationally. Currently, it represents 8% of California's total population. The following table demonstrates the growth of Orange County over the last four decades and population projections to the year 2030.

SOUTHERN CALIFORNIA POPULATION TRENDS

County	1980 Census	1990 Census	2000 Census	2010 Census	2020 Population	2022 Population	2023 Population	Annual % Change 22/23	2030 Projection
Los Angeles	7,477,421	8,832,500	8,497,192	9,818,605	10,135,614	9,840,925	9,825,708	-0.15%	9,566,663
Orange	**1,932,708**	**2,398,400**	**2,662,686**	**3,010,232**	**3,180,491**	**3,154,042**	**3,142,277**	**-0.37%**	**3,201,361**
Riverside	663,199	1,144,400	1,117,163	2,189,641	2,440,719	2,432,203	2,431,254	-0.04%	2,540,559
San Bernardino	895,016	1,396,600	1,410,332	2,035,210	2,175,424	2,179,263	2,170,593	-0.40%	2,257,518
San Diego	1,861,846	2,480,100	2,355,638	3,095,313	3,331,279	3,293,911	3,297,860	0.12%	3,373,792
Ventura	529,174	666,800	657,474	823,318	841,219	830,434	825,937	-0.54%	805,456
Totals:	13,359,364	16,918,800	16,700,485	20,972,319	22,104,746	21,730,778	21,693,629	-0.17%	21,745,349

Source: State Department of Finance - 2023

The communities of Riverside and San Bernardino have been the biggest beneficiaries of this trend, becoming two of the fastest-growing areas in the country over the last ten years. Strong growth into outlying areas is made possible by the extensive freeway system that exists throughout the Southern California basin. This freeway system allows the region's labor force to commute from surrounding counties and form economic bases in the surrounding counties themselves. During the last few decades, the County of Orange has maintained a strong growth rate despite dwindling land area available for development due to a surging economy. In just the past few years, Southern California population has begun to decline slightly in all counties except for San Diego. However, the Department of Finance's projection to the year 2030 indicates Orange County is expected to experience minor growth, along with most of the state, with most of this growth occurring in the eastern and southern portions of the county.

Employment

The Southern California region constitutes one of the most diversified economic environments in the world. This region is the largest center for business services and international trade in the United States, which produced $1.57 trillion worth of goods in services in 2022. Numerous business firms listed in the Fortune 500 have headquarters here. Per World Bank international business statistics, Orange County had a 2022 gross domestic product of $314 billion, making it the 44th largest economy in the world, just above the country of Romania. The county enjoys strengths in services, high-tech manufacturing, and tourism. Income levels are among the highest in the nation.

Unemployment Rates

Area	YE 2018	YE 2019	YE 2020	YE 2021	YE 2022	YE 2023
United States	4.5%	4.4%	4.0%	6.8%	4.4%	3.7%
California	4.8%	4.3%	4.0%	9.2%	5.5%	4.9%
Los Angeles-Long Beach-Anaheim	4.5%	4.2%	4.0%	11.5%	5.7%	4.7%
Los Angeles County, CA	3.1%	3.0%	2.8%	6.4%	4.2%	5.0%
Source www.bls.gov						

The following table shows a breakdown of some of the important employment sectors within the county:

ORANGE COUNTY EMPLOYMENT SECTORS

Employment by Industry - Orange County

Industry	Total Jobs	Percentage
Farm	1,400	0.08%
Mining & Logging	300	0.02%
Construction	112,000	6.42%
Manufacturing	155,300	8.90%
Transportation, Utilities	272,600	15.62%
Information	24,600	1.41%
Financial Activities	111,600	6.40%
Professional & Business Services	343,300	19.67%
Educational & Health Services	268,300	15.38%
Leisure & Hospitality	234,600	13.44%
Other Services	55,200	3.16%
Government	165,700	9.50%
Total	1,744,900	100.00%

The table above indicates concentrations in some of the county's top employment sectors. Major employers in the county include The Walt Disney Company, University of California – Irvine, County of Orange, St. Joseph Health, Kaiser Permanente, Albertsons, Target Corp., Walmart Inc., Hoag Memorial Hospital Presbyterian, The Boeing Company, Memorial Care Health System, California State University – Fullerton, Bank of America Corp., Edwards Life Sciences, Parker Aerospace, Allied Universal, Home Depot Inc., The Irvine Company, Cedar Fair LP, and United Health Group Inc.

The wholesale/retail trade sector is bolstered by a large population, whose residents have among the highest disposable incomes in the country. The driving force behind the service sector is the presence of various tourist attractions including Disneyland, Knott's Berry Farm, and an extensive coastline that features many high-end hotels/resorts. According to The Economic Impact of Travel in California report, prepared by Dean Runyan Associates in April 2023, "Travel spending in 2022 increased to $134.4 billion across California, a 31.7% increase over 2021 that brought spending 93% of the way to pre-pandemic levels." In Orange County, tourist spending hit $13.2 billion in 2022, an almost 4% increase from the prior pre-pandemic high of $12.7 billion reached in 2019.

The following table indicates tourist spending trends in Orange County area from 2013 to 2022:

Year	Tourist Spending
2013	$9.7 billion
2014	$10.4 billion
2015	$11.2 billion
2016	$11.9 billion
2017	$12.3 billion
2018	$12.2 billion
2019	$12.7 billion
2020	$5.9 billion
2021	$9.8 billion
2022	$13.2 billion

Source: Orange County Visitors Association

Historically, Orange County has experienced a steady increase in retail, hospitality and tourism, but that trajectory changed when the pandemic shocked the economy. The county's tourism industry took a major hit because of the coronavirus outbreak, losing large amounts of employment across the job market from 2019 to 2020. By 2021, California launched its "Calling all Californians" campaign, which encouraged interstate travel to help jump start the economy again after the fall off in tourism during the pandemic. The reopening of hospitality and tourist attractions sparked a trend of regrowth for Orange County's tourist based economical sector, which has rebounded beyond pre-pandemic levels.

Transportation

The Orange County transportation system includes an extensive freeway network. The backbone of this freeway system is the Santa Ana (5) Freeway, which extends the entire length of the state. An estimated 56% of the county population resides within three miles of the freeway (along with two-thirds of the county's jobs). Major north-south freeway routes include the Santa Ana (5) and the San Diego (405) Freeways. The major east-west freeway route is the Riverside (91), which connects parts of Los Angeles County with the inland communities of Riverside and San Bernardino. Other freeways include the Orange (57), Garden Grove (22), Newport (55), and the Corona Del Mar (73) Freeways. These freeways, along with connecting freeways throughout the region, constitute the most expansive network in the world. However, in recent years, the freeways have become increasingly congested, due to a growing number of motorists and inadequate maintenance/improvements. Much of this congestion has been caused by continued population growth and commuter traffic from the inland communities of Riverside and San Bernardino, as well as South Orange County.

A major public works project is underway to provide alternative transportation routes for commuting residents. In 1990, Orange County residents voted in favor of Measure M, which instituted a 1/2 cent sales tax for transportation improvements. Major projects consist of a widening of the Santa Ana (5) Freeway, new diamond lanes on the Riverside (91), Orange (57), and Costa Mesa (55) Freeways, and the "Smart Street" improvements of Katella Avenue and Imperial Highway. Other projects include the privately funded toll roads completed in the eastern portion of the county and the San Joaquin corridor in the southern portion. The regional rail system has also been expanded to Orange County, with numerous Metro-link stops during peak commuting times between Los Angeles and Irvine. This system provides alternative transportation for commuters and residents to numerous destinations throughout the metropolitan area, including Los Angeles International Airport (LAX).

Other transportation features of the county include John Wayne International Airport (SNA), public bus service, Amtrak passenger rail service, and several freight rail lines. Access to shipping is provided by the deep-water ports of Long Beach and Los Angeles, which are located to the north of the county. These mega-ports handle one-third of the total U.S. Pacific Coast cargo, with an estimated worth of $124 billion, and are among the four busiest trade areas in the world. Additional airport facilities include the relatively nearby LAX, Ontario, and Long Beach Airports.

Quality of Life

Orange County enjoys a mild Mediterranean climate. Temperatures generally range from 60 to 75 degrees in the winter and 75 to 85 degrees in the summer. Coastal and desert influences keep rain and moisture to a minimum, providing a year-round outdoor atmosphere. The area's predominately warm, sunny climate helps draw more than 47 million tourists a year to Orange County. Orange County enjoys immediate proximity to numerous beaches and is within an hour's distance of the mountain

and desert areas of Southern California. However, smog presents a constant problem to the Southern California environment. Coastal communities, like Orange County, benefit from ocean breezes that blow the smog further inland; however, smog has also grown as a problem in Orange County due to the continued growth in population, hence automobiles. The region has implemented measures, such as cleaner gas, carpooling, and the metro-link rail system.

Education

Adding to the strong infrastructure in the region is a complete and diversified educational system. There are more than 150 public and private universities and colleges throughout Southern California. These institutions provide a highly trained and skilled workforce for high-tech firms and businesses located in the area. Some of the larger institutions located in Orange County are listed below. There are also several two-year colleges and extension courses offered at various universities within the region.

University of California at Irvine	Chapman University
California State University at Fullerton	Western State Law University
Hope University	Concordia University
Vanguard University	Soka University

Housing Trends

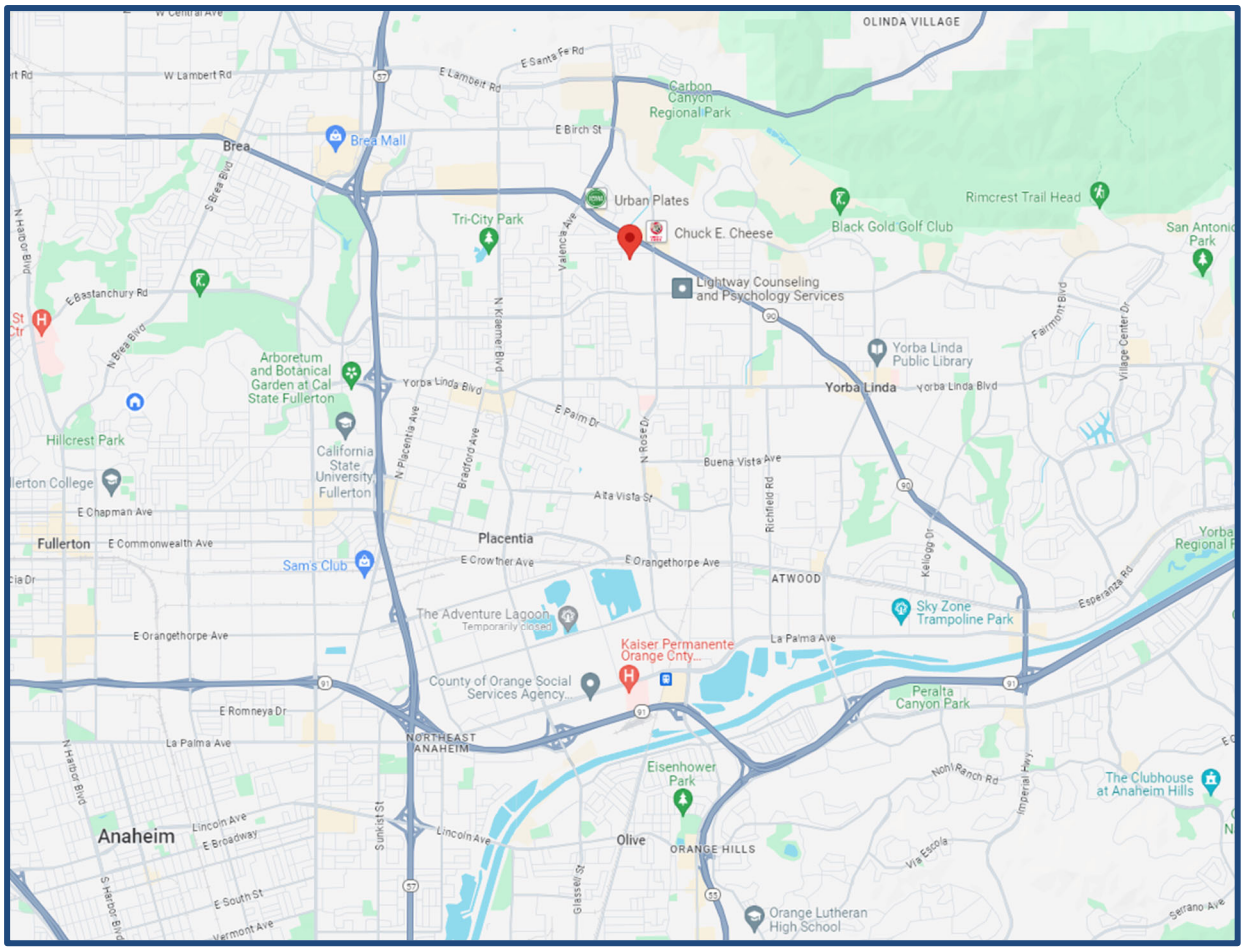
Residential housing in Orange County, like most of the nation, experienced the largest drop in prices (30% to 40%) since the Great Depression of the 1930s during the "Great Recession" of 2007 thru 2011. Since then, housing prices have continued to reach all-time highs despite interest rate hikes from the Federal Reserve. The current median home price for Orange County is an unprecedented $1.2 million, spurred by a lack of inventory and a surprisingly resilient economy. Apartment rental rates are also exceptionally high, and there is a large number of new apartment projects under construction or planned in the county.

Summary

The availability of a strong transportation system provides for quick access to the many business and industrial centers throughout Southern California. As a result, a diversified economic base provides stability for the region. The lack of available housing inventory has fueled rising home prices in recent years. The effects of the pandemic have begun to dissipate as unemployment has improved to current rates from nearly 20% during the pandemic. Despite the improvement, there is still some uncertainty as it relates to the high levels of government debt, higher interest rates, the ups and downs of the stock market, and global instability. Overall, Orange County appears to be faring better than most areas in California and is expected to continue to do so.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



City Data

The subject property is located at the northeastern extreme of the county, in the City of Yorba Linda. The city is situated approximately 35 miles southeast of the Los Angeles CBD and 11 miles north of the County Seat of Santa Ana. Yorba Linda is predominately a residential community and is known for a good quality of life. Bordering the city limits is Riverside County to the east, unincorporated county land to the north, and the local cities of Anaheim, Placentia, and Brea. Located on the previous page is a map showing the subject neighborhood.

The name "Yorba Linda" is derived from the original land grant from the King of Spain to Jose Antonio Yorba in 1809. The name "Linda" meaning pretty in Spanish was later added. Area within the city was purchased in 1908 and a new town was established. A water company was formed, and orange and lemon groves were planted. Rail access to Los Angeles was provided in 1912 with the opening of the Pacific Electric Railroad line. The community remained predominately rural in nature until the 1960's when the Yorba Linda Country Club was developed along with some housing tracts in the western portion of the city. The city was incorporated in 1967 and had a population of 11,856 residents by 1970. Strong growth commenced through the 1970's and 80's as adjacent land areas were annexed to the east and numerous housing tracts developed. Population growth has continued in the new millennium with the large-scale development of Black Gold, which includes an 18-hole golf course.

Today, the city is spread over an area of 18.6 square miles and has a present population of over 68,034 residents. Noteworthy is the fact that Yorba Linda is the birthplace of Richard Nixon, the 37th president of the United States. The Nixon Library has been erected on this site adjacent to the original farmhouse and burial grounds for the President and First Lady. Yorba Linda is located 18 miles inland from the Pacific Ocean and functions primarily as a suburban community of Orange and Los Angeles Counties. The current average household income of over $137,011 is among the highest in the county. The current average home sales price is $1,175,686 and typically range from $500,000 to $1,500,000 with some as high as $2,000,000 to $3,000,000.

The city is characterized by a variety of topography ranging from almost level flood plains along the Santa Ana River to steep, rugged hill country in the north and eastern portions of the city. The original downtown area is located north of the junction of Imperial Highway and Yorba Linda Boulevard. The area surrounding this area forms the commercial core of the city. Housing ranges from middle income tracts in the western portion to larger 1/2- and 1-acre sites bordering the country club and hillside communities to the newer master planned communities in the eastern portion. Located within the city is 14 parks, 100 miles of equestrian trails, a private Country Club, and the Forum Theater for performing arts. The area is also known for its strong public school system. Recent activity includes the opening of the new Black Gold Golf Course along with development of 2000 to new 3000 homes with prices starting at $800,000. A new public high school has also just opened near Black Gold.

Transportation is provided by State Highway 91 (the Riverside Freeway) situated along the southern border of the city and State Highway 57 (the Orange Freeway) located a few miles west of the city limits. The recently completed State Highway 241 (the Eastern Transportation Corridor Toll Road) connects the Riverside Freeway near Gypsum Canyon Road (five miles east of subject) to the foothill portions of South Orange County. Primary thoroughfares include Imperial Highway (which runs diagonally from the northwest corner through the southern portion), and Yorba Linda Boulevard (which runs east-west through the center) providing access throughout the interior of the city. It is noted that ingress and egress to Yorba Linda is somewhat inhibited by commuter traffic along the

Riverside Freeway and the fact that the city is spread over a wide area with hilly terrain. The City's outlying location also results in a slightly higher temperature during summer months.

Immediate Surroundings

The subject property is located at the western boundary of Yorba Linda. The areas to the west, including the flood control are within the boundary of the City of Placentia. The surrounding area is primarily residential in nature with some retail development along Imperial Highway to the north. The predominate use in the area is single family homes on tracts constructed primarily in the 1960s and 1970s. Income levels range from middle to upper income. The area is primarily built-up and in a mature stage of development. The land to the north was until recently a large lot with a single home but has since been developed into townhomes.

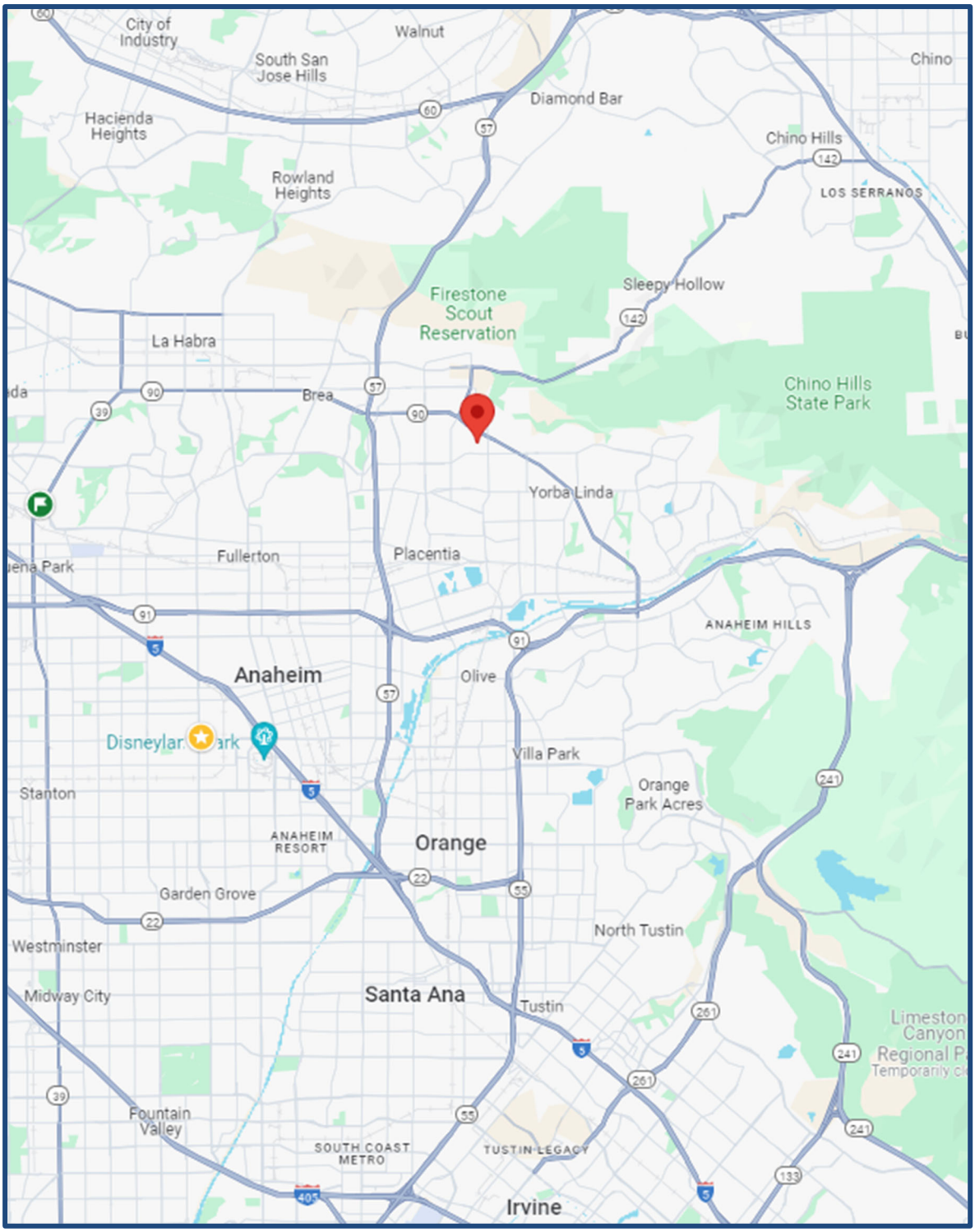
Summary

In summary, the City of Yorba Linda consists of a relatively affluent suburban population located in a picturesque rolling hillside setting. The subject property is located in an area of single-family residences constructed in the 1960's. Many of the residential communities in the area are characterized by upper income housing that benefit from the good quality of life afforded in the area. The long-term outlook for this community would be above the average for the county as a whole.

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Market Analysis

MARKET AREA MAP



Regional Single-Family Market

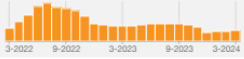
According to the National Association of REALTORS®(NAR), existing-home sales improved for the second month in a row, jumping 9.5% to a seasonally adjusted annual rate of 4.38 million units. This improvement exceeded economists' expectations and marked the largest monthly gain in a year. The rebound in home sales comes amid fluctuating mortgage rates and elevated sales prices, indicating there is plenty of buyer demand heading into the spring selling season.

New listings decreased 15.6% for detached homes and 8.0% for attached homes. Pending sales decreased 31.0% for detached homes and 36.9% for attached homes. Inventory decreased 15.3% for detached homes and 9.2% for attached homes.

Median sales price increased 13.5% to $1,430,000 for detached homes and 9.2% to $765,000 for attached homes. Days on market decreased 41.0% for detached homes and 30.6% for attached homes. Months' supply of inventory decreased 5.3% for detached homes but remained flat for attached homes.

The recent surge in home sales was likely due to a dip in mortgage rates in December and an increase in housing supply nationwide. According to NAR, total inventory grew 5.9% month-over-month and 10.3% year-over year to 1.07 million units, for a 2.9 months' supply at the current sales pace. Buyer demand remains robust, and the limited supply of inventory helped push the median existing-home sales price up 5.7% year-over-year to $384,500, the eighth consecutive month of annual price increases. The following illustration presents the March 2024 monthly snapshot for the Orange County single-family residential area.

FEBRUARY 2024 AND YEAR-TO-DATE DATA

Key Metrics	Historical Sparkbars	3-2023	3-2024	% Change	YTD 2023	YTD 2024	% Change
New Listings		1,289	**1,088**	- 15.6%	16,837	**13,984**	- 16.9%
Pending Sales		1,057	**729**	- 31.0%	12,873	**11,452**	- 11.0%
Closed Sales		1,067	**1,020**	- 4.4%	13,383	**11,803**	- 11.8%
Days on Market Until Sale		39	**23**	- 41.0%	27	**26**	- 3.7%
Median Sales Price		$1,260,000	**$1,430,000**	+ 13.5%	$1,229,300	**$1,308,000**	+ 6.4%
Average Sales Price		$1,617,083	**$1,882,262**	+ 16.4%	$1,620,344	**$1,756,153**	+ 8.4%
Pct. of Orig. Price Received		98.1%	**101.6%**	+ 3.6%	99.1%	**100.0%**	+ 0.9%
Percent of List Price Received		99.4%	**101.8%**	+ 2.4%	100.6%	**100.8%**	+ 0.2%
Housing Affordability Index		38	**32**	- 15.8%	39	**35**	- 10.3%
Inventory of Homes for Sale		2,017	**1,708**	- 15.3%	—	—	—
Months Supply of Inventory		1.9	**1.8**	- 5.3%	—	—	—

Source: Orange County Realtors®

Local Single-Family Market

The subject property is located in the city of Yorba Linda, which is in the inland northeastern portion of Orange County. The current estimated population of Yorba Linda is 67,089 residents with 22,938 households. The population density for the city is 3,300 people per square mile and the median age is 44.3 years. The median household income is $148,325 and the average per capita income for Yorba Linda is $64,265.

The Yorba Linda single-family residential market had 548 new listings and 463 pending sales with 483 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the Yorba Linda single-family market was 25 days during this 12-month period. The median sales price was $1,350,000 and was a 1.9% increase during this period. While the average sales price was $1,549,042 or an increase of 3.5%. Single-family homes were selling at 100.6% of the original list price received. The following chart displays the data for the Yorba Linda single-family residential home market.

Yorba Linda
Orange County

Single Family	March			Last 12 Months		
Key Metrics	**2023**	**2024**	**% Change**	**Thru 3-2023**	**Thru 3-2024**	**% Change**
New Listings	56	**51**	- 8.9%	661	**548**	- 17.1%
Pending Sales	44	**26**	- 40.9%	526	**463**	- 12.0%
Closed Sales	39	**44**	+ 12.8%	543	**483**	- 11.0%
Days on Market Until Sale	45	**16**	- 64.4%	29	**25**	- 13.8%
Median Sales Price*	$1,325,000	**$1,545,000**	+ 16.6%	$1,324,375	**$1,350,000**	+ 1.9%
Average Sales Price*	$1,481,847	**$1,797,048**	+ 21.3%	$1,496,427	**$1,549,042**	+ 3.5%
Percent of Original List Price Received*	98.0%	**102.2%**	+ 4.3%	99.2%	**100.6%**	+ 1.4%
Inventory of Homes for Sale	69	**63**	- 8.7%	—	—	—
Months Supply of Inventory	1.6	**1.6**	0.0%	—	—	—

Source: Pacific West Association of Realtors

The Pacific West Association of Realtors (PWR) further segments market areas by zip code. The subject property is located in the 92886-zip code within Yorba Linda. This market segment includes some slightly less affluent neighborhoods in Yorba Linda. The median household income for the 92886-zip code is $1,429,000 while it is $148,325 for the entire city. The following chart displays the single-family residential home market data for the 92886-zip code within the City of Yorba Linda to further illustrate market conditions in the subject's immediate area.

92886 – Yorba Linda

Orange County

Single Family	March			Last 12 Months		
Key Metrics	**2023**	**2024**	**% Change**	**Thru 3-2023**	**Thru 3-2024**	**% Change**
New Listings	43	**38**	- 11.6%	479	**372**	- 22.3%
Pending Sales	34	**18**	- 47.1%	370	**309**	- 16.5%
Closed Sales	24	**28**	+ 16.7%	380	**322**	- 15.3%
Days on Market Until Sale	33	**16**	- 51.5%	28	**26**	- 7.1%
Median Sales Price*	$1,362,500	**$1,572,500**	+ 15.4%	$1,260,000	**$1,300,000**	+ 3.2%
Average Sales Price*	$1,493,335	**$1,927,397**	+ 29.1%	$1,448,015	**$1,556,886**	+ 7.5%
Percent of Original List Price Received*	98.4%	**101.6%**	+ 3.3%	99.0%	**100.6%**	+ 1.6%
Inventory of Homes for Sale	54	**49**	- 9.3%	—	—	—
Months Supply of Inventory	1.8	**1.9**	+ 5.6%	—	—	—

As the above chart points out, there were 372 new listings and 309 pending sales with 322 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the 92886-zip code within the Yorba Linda single-family market was 26 days during this 12-month period. The median sales price was $1,300,000 and was a 3.2% increase during this period. While the average sales price was $1,556,886 or an increase of 1.6%. Single-family homes were selling at 9100.6% of the original list price received.

There are many factors influencing these market conditions, which are suppressing inventory. Additionally, there is little land available in the immediate area, new home construction is mostly limited to existing homes being demolished to build newly constructed homes. However, new home construction in Orange County to the south and southeast in nearby cities such as Irvine, in the Great Park area specifically, are attractive alternatives for purchasers rather than the limited supply of older existing homes going to market. Further, the market is getting downward pressure on sales prices from continued inflation, the uncertainty of the economy, gas prices reaching all-time highs, and the upcoming election year. As of late interest rates have begun to rise again and sales volume is in decline. The subject's position in the single-family residential market should remain viable in the future, due to its location in the affluent city of Yorba Linda and easy access to beach cities, John Wayne Airport, Los Angeles, and the Inland Empire because of the network of major freeways, and the large employment and population base in the surrounding areas.

Residential Land Market

The Yorba Linda Market and surrounding markets in Orange County are nearly fully built-up and with strong demand for all types of residential land. Across all residential land types there are many observable circumstances where single family zoned land was rezoned, granted variances, used available density bonuses, or used state legislation to effectively make the single-family land equitable to a low density multi-family zoning. In the city of Yorba Linda, existing regulations in compliance with state law allow the construction of a residential home, a detached ADU, and an additional attached "Junior ADU" to be built on a single residential lot. This change in permitting has encouraged local investors to increasingly turn to single family lot development. Additionally, with new development of vacant residential land primarily being multi-family and townhome developments; the demand for single-family homes has greatly increased their residual (i.e. underlying) land values. In terms of highest and best use, the maximally productive use between single family homes, townhouses, and low-density

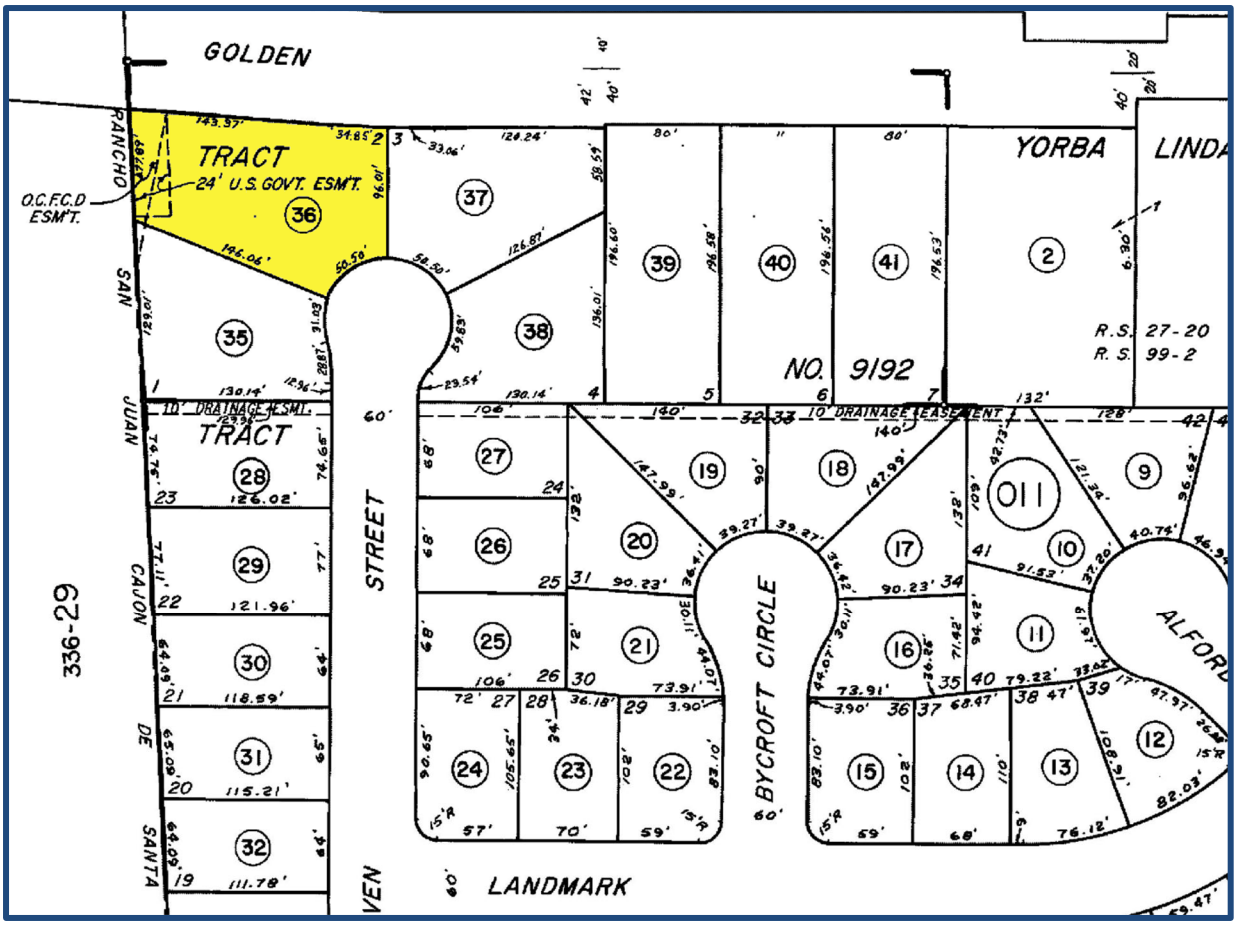
multi-family is narrow enough that the price per square foot value of current land sales for such zonings are directly comparable.

The general trend in home prices has decreased slightly and then recovered to new highs from mid 2022 to present. Residential land sales in the area occur too infrequently and have too many individual characteristics to infer trends from the median sale price and median price per square foot. Total sales volume has been lower in 2023 and YTD 2024 compared to prior years and highs seen in 2021. While the demand for housing remains strong, increases in interest rates have made financing for new development less lucrative.

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Site Description

PLAT MAP



The subject site is located on Winterhaven Street at the end of a cul-de-sac. The characteristics of the site are summarized as follows:

Site Characteristics

Location:	4011 Winterhaven Street, Yorba Linda, CA
Gross Land Area:	0.38 Acres or 16,583 SF (Based on Assessor's Plat Map)
Usable Land Area:	0.35 Acres or 15,246 SF
Usable Land %:	91.9%
Shape:	Irregular
Average Depth:	130.00 feet
Topography:	Level
Drainage:	Adequate for the current use
Grade:	Above street grade
Utilities:	All to site

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Off-Site Improvements:	Typical, including sidewalks, street lights, and curb cuts. A storm drain is located to the rear of the property.
Interior or Corner:	Interior
Signalized Intersection:	No: No traffic signal at, or near, the site
Excess Land:	None
Surplus Land:	None

Street Frontage / Access

Frontage Road	Primary
Street Name:	Winterhaven Street
Street Type:	Residential Cul-de-sac
Frontage (Linear Ft.):	73.00
Number of Curb Cuts:	1

Additional Access

Alley Access:	No

Flood Zone Data

Flood Map Panel/Number:	060238-06059C0063J
Flood Map Date:	12-03-2009
Flood Zone:	X
	Zone X- An area that is determined to be outside the 100- and 500 year floodplains.

Other Site Conditions

Soil Type:	A soil report was not provided for my review. No visual evidence of soil or geological problems in the form of uneven settlement or excessive cracking was observed at the time of inspection.
Environmental Issues:	An environmental site assessment report was not furnished for our review. An inspection of the property did not reveal any visible or factual evidence of apparent environmental impairment to the site. The appraisers are not considered experts in hazardous materials. The client is advised to obtain an environmental report if further investigation is desired. In addition, a drive-by inspection of the immediate vicinity surrounding the subject did not reveal any uses or hazards that would be expected to pose an apparent risk to the site or would restrict its use.
Easements/Encroachments:	A litigation guarantee dated November 21, 2023 from First American Title was provided. The title provides various easements for public utilities, storm drains, and access. These easements are considered typical for the area and would not be expected to have a negative impact on the development or marketability of

	the property. Easements of interest to the project are discussed in the Condemnation Analysis section.
Earthquake Zone:	According to the State of California Department of Conservation, the subject is not located within an Alquist-Priolo Special Studies Zone.
Special Hazards	The subject is not located in a Wetlands, California State Coastal Zone or Agricultural Preserve.

Adjacent Land Uses

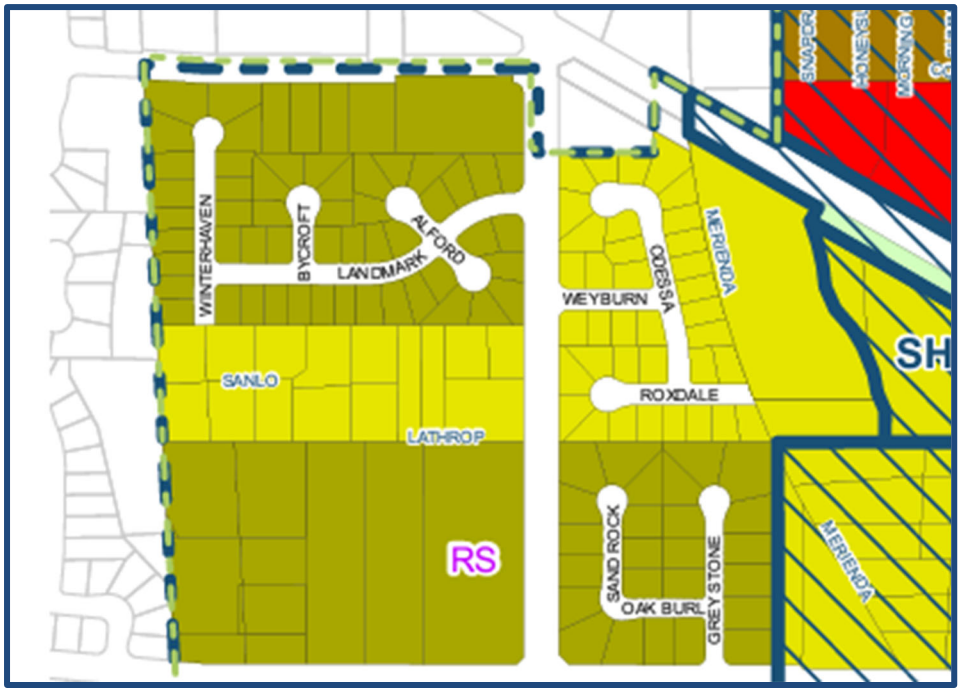
North:	Residential Town homes
South:	Single Family Residential
East:	Single Family Residential
West:	Flood Control Channel and Single Family Residential beyond

Site Ratings

Access:	Average
Visibility:	Average

Zoning Designation

ZONING MAP



Zoning Classification:	R-S, Residential Suburban Zone
General Plan Designation:	Residential
Permitted Uses:	Single Family Residential; Detached and Attached ADU
Development Standards:	Height Restriction 35 Ft or 2 Stories

	Minimum Lot Area 10,000 SF
Zoning Comments:	This zone is intended as an area for suburban residential development on minimum lot sizes of 10,000 square feet.

Legal, Conforming Status

Legally Permitted Use:	Yes
Conforms to Parking:	Yes
Conformity Conclusion:	The existing improvements appear to meet the zoning requirements.

Analysis/Comments on Site

We were provided with plat maps of the acquisition areas performed by Vincent Kleppe of The Prizm Group, a professional surveyor. According to public records, the usable area of the site measures 0.35-acres or 15,246 square feet. The rear storm drain easement area which fully overlaps the proposed TCE area is 381 square feet for a gross area of 16,583. The site has all necessary physical utilities. Currently it is improved with a single-family residence.

The property is suitable for various single-family home configurations. In this zoning the city currently permits the construction of a detached ADU of up to 1,000 square feet. The subjects lot size of greater than 15,000 square feet allows a detached ADU of 1,200 square feet. Additionally, a home can be built or improved with an attached “Jr. ADU”. The main restriction on ADU and home size is a maximum site coverage of 35%.

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FLOOD MAP

Flood Map Report
For Property Located At

CoreLogic RealQuest Professional

4011 WINTERHAVEN ST, YORBA LINDA, CA 92886-1646

Report Date: 04/03/2024 **County:** ORANGE, CA

Flood Zone Code	Flood Zone Panel	Panel Date
X	060238 - 06059C0063J	12/03/2009
Special Flood Hazard Area (SFHA)	Within 250 ft. of multiple flood zones?	Community Name
Out	Yes (X,A)	YORBA LINDA

Flood Zone Description:
Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



Improvements Description

Improvement Characteristics

Property Type:	Residential
Property Subtype:	Single Family Residential
Number of Buildings:	1
Construction Class:	D - Wood Frame per Marshall Valuation Service
Construction Quality:	Average

Age / Life

Year Built:	1976
Actual Age:	48 Years

Site Improvements

Site Improvements:	Typical, including rear fencing, landscaping, and concrete driveways. The property is improved with a 2,743 square foot home constructed in 1976.
Landscaping:	Average

Analysis/Comments on Improvements

The improvements are included for informational purposes and not effected by the taking. The take area is along the rear and is part of a flood control area not used by the current owner.

Assessment and Tax Data

Assessment Methodology

Under provisions of Proposition 13, properties are assessed based on their value as of March 1, 1975. This value may increase no more than 2% per year until such time as the property is sold, substantial new construction takes place, or the use of the property is substantially altered. The above property taxes include the general 1% tax, voted indebtedness, and direct assessments. If the property were sold, creating a new assessed value, the direct assessments would not be expected to change. The general tax and the voted indebtedness, however, would be expected to reflect the new basis. Thus, the tax rate specified above relates to the general tax rate and voted indebtedness, and the direct assessments of $613 are in addition to this rate.

Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates, and total taxes, including direct assessments, are shown in the following table:

SUMMARY OF ASSESSED VALUES AND PROPERTY TAXES

Assessor Parcel No.	334-011-36
Land	$681,278
Improvements	$276,330
Total Assessment	$957,608
General Tax	$9,576
Voted Tax	$603
Tax Rate	1.06301%
Direct Assessments	$613
Total Property Taxes	$10,792

Conclusions

According to the Orange County Tax Assessors Office, the subject's property taxes are current as of the date of value.

Highest and Best Use

The Highest and Best Use of a property is the physically possible, legally permissible, and financially feasible use that results in the highest value. An opinion of the highest and best use results from consideration of the criteria, noted above under market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

While improved properties may have a highest and best use different than the existing use, the existing use will generally continue until the land value exceeds the property value at its existing use plus demolition costs. It is not always necessary to determine the highest and best use of an improved property both "As If Vacant" and "As Improved." In many cases, the determination of whether the value as improved exceeds the site value is straightforward, not requiring an opinion of market value for the site. In such cases, a determination of highest and best use of the site (aside from excess land, if present) is neither germane nor required. However, if there is a reasonable question as to whether the site value rises to such a level, then a determination of highest and best use as if vacant is mandated.

In the case of the subject, the underlying land is being appraised as if vacant. The proposed easements will have no effect on the improvements or continued use of the property. Therefore, the highest and best use as improved was not considered.

Analysis of Highest and Best Use As If Vacant

In determining the highest and best use of the property site, we examine the potential for: 1) near-term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Physically Possible

Multiple factors affect the uses with which land may be developed. These factors discussed earlier in the Site Description are summarized in the following table, followed by a conclusion as to potential limitations imposed by the physical characteristics.

PHYSICAL CHARACTERISTICS

Characteristic	Conclusion
Land Area	16,583 square feet / 0.38 acres
Shape	Slightly Irregular
Utilities	All to site
Visibility	Average
Flood Plain	0.00% No risk of flood.
Soil Conditions	No report provided, assumed adequate.
Environmental	Unknown, No apparent conditions
Other	None

Conclusion: There are no items of a physical nature that would materially limit any reasonable development plan.

Legally Permissible

Another threshold of highest and best use is what is legally permissible. This analysis considers applicable private restrictions and zoning constraints; and the potential for change of same, historic district controls, urban renewal ordinances, and other possible legal factors that may result in limitations on development. The primary limiting factors are typically associated with the zoning of the site and easements, which reduce development potential. The elements associated with these potential influences are summarized below.

LEGAL ISSUES

Characteristic	Conclusion
General Plan	Residential
Zoning	R-S, Residential Suburban Zone
Permitted Uses	Single Family Residential
Probability of Change	Unlikely
Easements/Regulations	Discussed below

Conclusion: The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject is appropriate for the uses allowed and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development of a probable nature. The rear of the site contains a small easement area for flood control and access. The area is unusable to the owner and typical marketing of the property and adjacent homes do not report this area. The impact to the highest and best use is minimal as the tract was developed after the easements for storm drain were made.

The current zoning allows for single family residential developments w/ a detached ADU and an additional attached Jr. ADU.

Financially Feasible

After determining uses that are physically possible and legally permissible, an appraiser considers uses that are likely to produce an adequate return on investment. All uses yielding a positive return are financially feasible. Feasibility is initially tested through market observation of supply/demand trends and market values. If necessary, a more exacting analysis involves a cost/benefit analysis. Shown below is a summary of the analyses associated with the primary and probable uses determined to be both physically possible and legally permissible.

ISSUES OF FINANCIAL FEASIBILITY

Use:	Single Family	Single Family w/ ADUs
Demand	Strong	Strong
Supply	Undersupply	Undersupply
Value Trend	Increasing	Increasing
Feasibility	Long Term Positive	Long Term Positive

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. In the current market, both of the financially feasible uses yield similar residual land value. How single family lots like the subject develop is largely a result of buyer

preference. Considering these factors, the maximally productive use as if vacant is to develop single family residential with or without ADUs.

Conclusion of Highest and Best Use As If Vacant

Based upon the preceding analysis, the conclusion of highest and best use of the subject site as if vacant is as follows:

CONCLUSION AS IF VACANT

Characteristic	Conclusion
Use:	Develop single family residential with or without ADUs.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is an owner user or local investor.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 334-011-36 located in the City of Yorba Linda, County of Orange with an address of 4011 Winterhaven Street, Yorba Linda, Orange County, California 92886. The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The proposed easements are within existing flood control easement areas. According to the acquisition agent, no site improvements of the fee ownership will be affected. The appraiser reserves the right to amend the report if construction plans change or if any improvements i.e. fencing and foliage, are affected.

Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches. A description of each is included below followed by a discussion of their applicability to the subject property.

Cost Approach

The cost approach is based upon the principle that a prudent purchaser would pay no more for a property than the cost to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there are too few comparable sales to develop a credible Sales Comparison Approach analysis.

Sales Comparison Approach

In the sales comparison approach, the appraiser analyzes sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Income Capitalization Approach

The income capitalization approach is based on the principle that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Applicability of Approaches to Subject Property

As stated within the Scope of Work, we have relied upon the Sales Comparison Approach for valuing the underlying land. The Sales Comparison Approach is the most applicable approach for valuing land and thus is the only approach utilized in this appraisal. The Income Approach is not typically used for valuing fee simple land. Specific take areas pertaining to the subject property will be discussed in the following valuation section. Since the acquisition (take) areas involve only land and site improvements, we have valued the land only for the purpose of this appraisal. Methods of the Cost Approach are used to calculate site improvements, if present in the take areas. The highest and best use section concluded a residential use for the subject property. Thus, in the forthcoming land analysis, we have selected land sales with a residential zoning or tendency in use. Furthermore, the acquisitions are not expected to have a significant impact on the continuing use of the subject property as it is currently improved.

Subject Larger Parcel

The appraisal analysis is performed utilizing the theory of the "Larger Parcel". The Larger Parcel is determined by applying a three-part test to evaluate whether a property has unity of ownership, unity of use (or highest and best use) and contiguity. In the case of the subject, the larger parcel consists of a single parcel with a single owner and use as a single-family home. The underlying land consists of a single-family lot. For the purposes of this appraisal, the "Larger Parcel" will refer to the subject site(s) "as vacant" and unimproved, but in a finished condition and with a residential zoning. The rear portion of the property is subject to multiple flood control easements. The take areas are entirely within the

existing flood control easements where the underlying fee owner has only nominal property rights remaining. The easements are discussed in detail in the following valuation section.

Land Valuation by Sales Comparison

Methodology

Land is most often valued using the Sales Comparison Approach. This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same utility. In the sales comparison approach, the opinion of market value is based on closed sales, listings, and pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

A systematic procedure for applying the sales comparison approach includes the following steps: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject site.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price per square foot.

Elements of Comparison

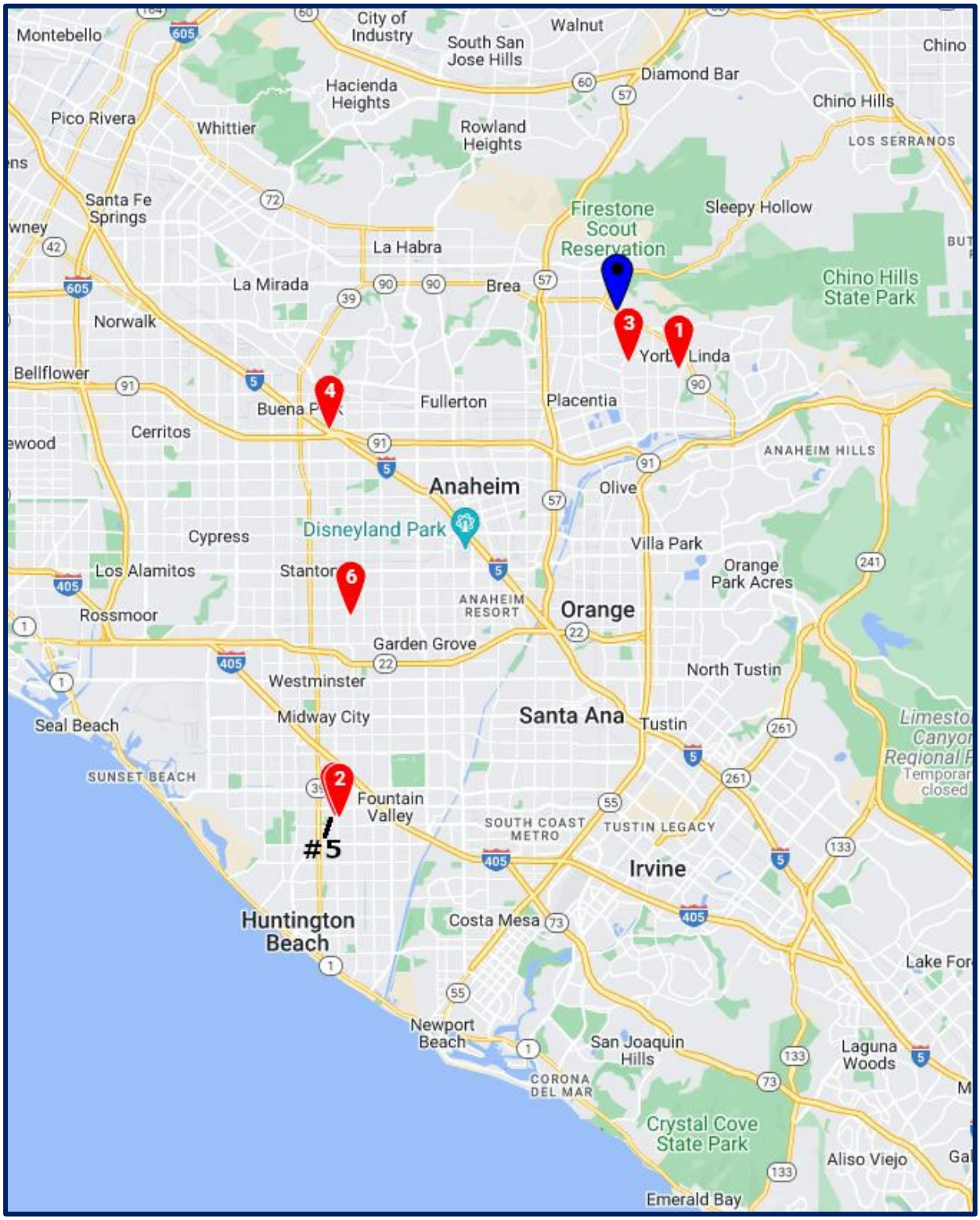
Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that are considered in sales comparison analysis are as follows: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, (4) market conditions, (5) location, and (6) physical characteristics.

Comparable Sales Data

A search of data sources and public records, a field survey, interviews with knowledgeable real estate professionals in the area, and a review of our internal database were conducted to obtain and verify comparable sales and listings of vacant land properties. We used six sales in our analysis, which were judged to be the most comparable in developing an indication of the market value of the subject property.

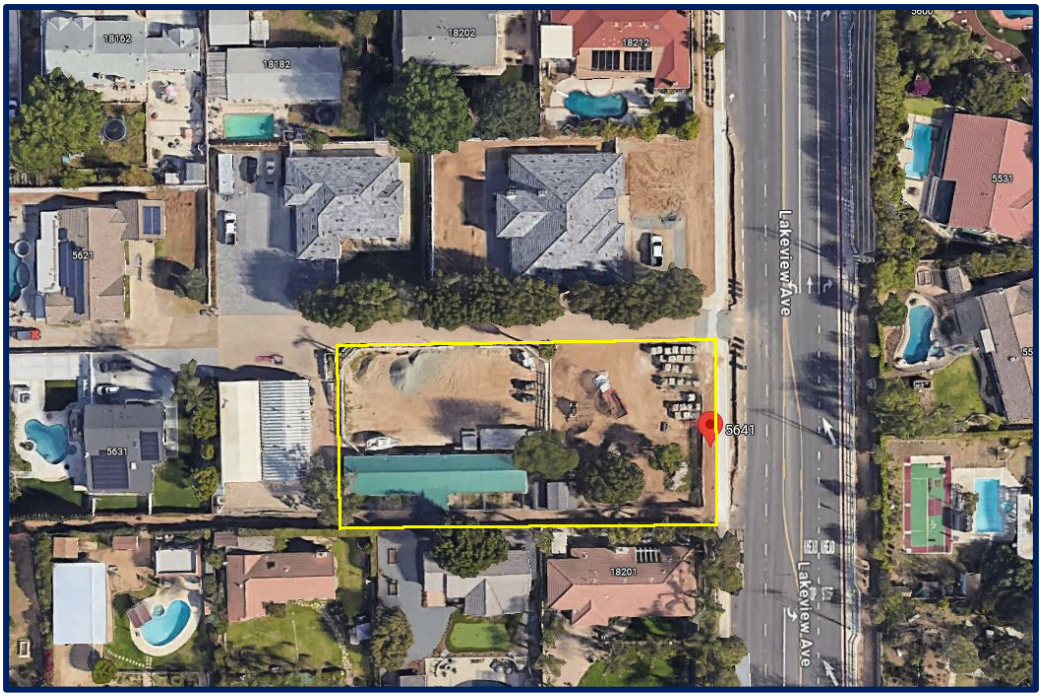
The following map displays the location of each comparable in relation to the subject. Following those, are plat maps of the comparable sales and a discussion of relevant adjustments.

COMPARABLE LAND SALES MAP



Comparable Land Sales

COMPARABLE LAND SALE #1



LOCATION

Address: 5641 Lakeview Avenue, Yorba Linda, CA
APN: 343-29-112 (Prior)

DESCRIPTION

Area (SF):	22,590 SF	**Area (AC):**	0.52	**Shape:** Rectangular
Typography:	Level	**Location:**	Interior	**Condition:** Vacant Land
Utilities:	All to Site	**Zoning:**	R-E	

SALE DATA

Sales Price:	$925,000	**Price/SF:**	$40.95
Date of Sale:	11/17/2023	**Document No.:**	0282321

Terms: All Cash

Buyer: Xiaolin Zeng and Hairong Ni.

Seller: Robert Kerry and Debra Lynn Peterson Trust, 50% Interest and Thoms Hartman and Kimberly Hartman, 50% Interest.

Verification: RealQuest, MLS, Grant Deed

Comments: The property is a subdivision of a former larger lot that contains vacant land and aged equestrian stables/ gating. The northern portions of the larger prior parcel have already been developed into large tract home. The southern portion outlined above containing the primary horse stable and gated exercise area are part of this sale. The zoning allows a minimum lot size of 15,000 square feet. The buyer demolished the improvements and no value for the improvements was allotted.

COMPARABLE LAND SALE #2



Address: 8572 Talbert Avenue, Fountain Valley, CA
APN: 122-781-73

DESCRIPTION

Area (SF):	50,938 SF	**Area (AC):**	1.17	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	CP-HO1 (Residential Overlay)		

SALE DATA

Sales Price:	$3,000,000	**Price/SF:**	$58.90
Date of Sale:	07/28/2023	**Document No.:**	0183128

Terms: All Cash

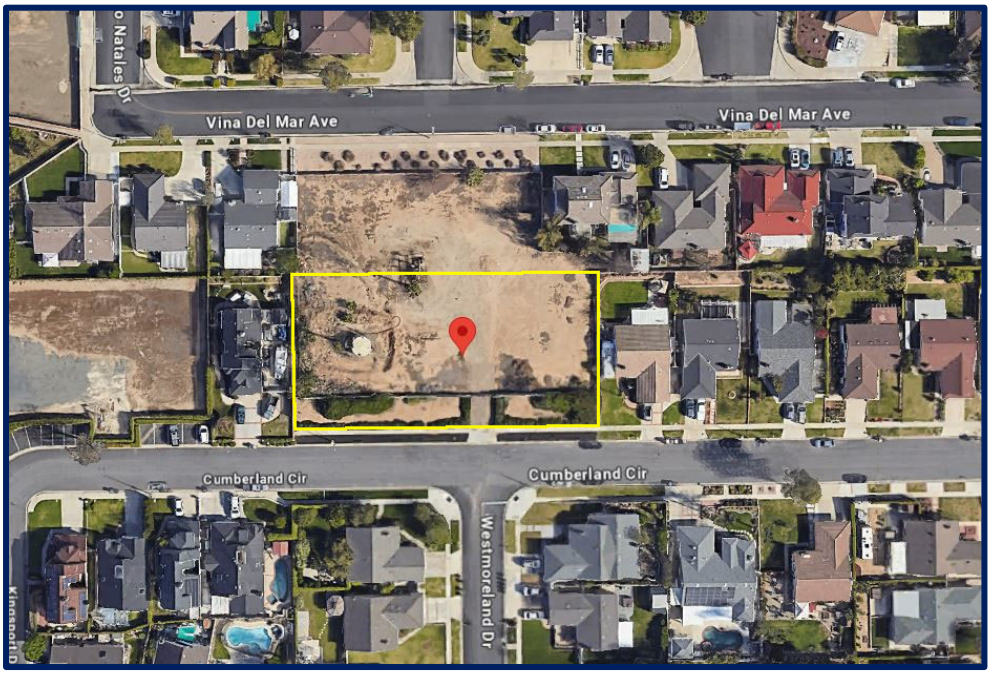
Buyer: Bonanni Development Company VI, LLC

Seller: Ronald Lawrence Courreges, Jancie Marie White, Linda Ellen Callens, Irene H. Lindsay as tenants in common.

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists an older large SFR lot located near the southeast corner of Talbert Avenue and Newland Street. The property is zoned for commercial professional meaning a small office development, but the surrounding area is residential and a residential overlay allows garden style residential homes.

COMPARABLE LAND SALE #3



Address: 16801 Cumberland Cir., Yorba Linda, CA
APN: 341-221-11 to 14

DESCRIPTION

Area (SF):	29,620 SF	**Area (AC):**	0.68	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-U		

SALE DATA

Sales Price:	$2,258,000	**Price/SF:**	$76.23
Date of Sale:	07/20/2023	**Document No.:**	0194071

Terms: All Cash

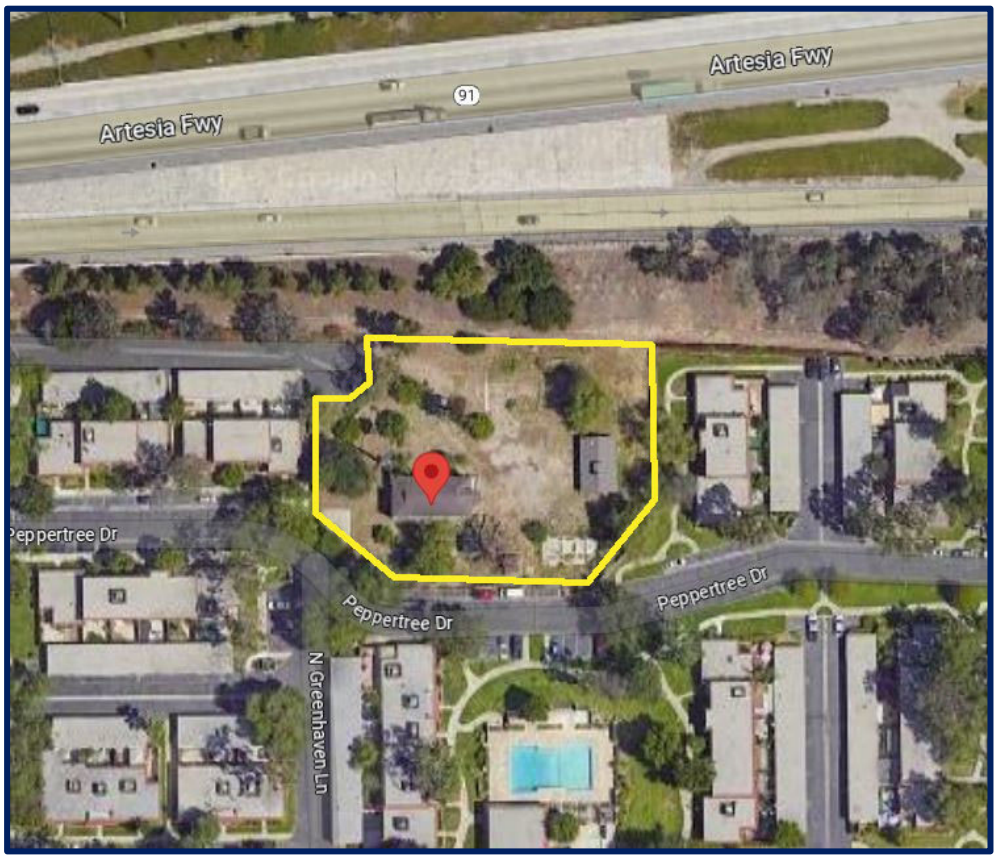
Buyer: Monbri, LLC

Seller: Eric T Lamhofer 50% interest, and Linda L. Davis 50% Interest

Verification: RealQuest, MLS, Grant Deed

Comments: The property was a larger lot which formerly had an oil well. The property boundary of Yorba Linda and Placentia ran through the property. After the oil lease expired the improvements have been removed and the present southern portion in the City of Yorba Linda was split into four individual lots and marketed for sale. The buyer purchased all four lots as a single transaction. There are no reported environmental issues. The zoning allows a minimum lot size of 7,500 square feet.

COMPARABLE LAND SALE #4



Address: 1442 N Dale Avenue, Anaheim, CA
APN: 070-741-01

DESCRIPTION

Area (SF):	40,511 SF	**Area (AC):**	0.93	**Shape:**	Irregular
Typography:	Level	**Location:**	Interior	**Condition:**	Two Old Structures
Utilities:	All to Site	**Zoning:**	RM2 (Residential)		

SALE DATA

Sales Price:	$2,500,000	**Price/SF:**	$61.71
Date of Sale:	08/12/2022	**Document No.:**	0276917

Terms: All Cash

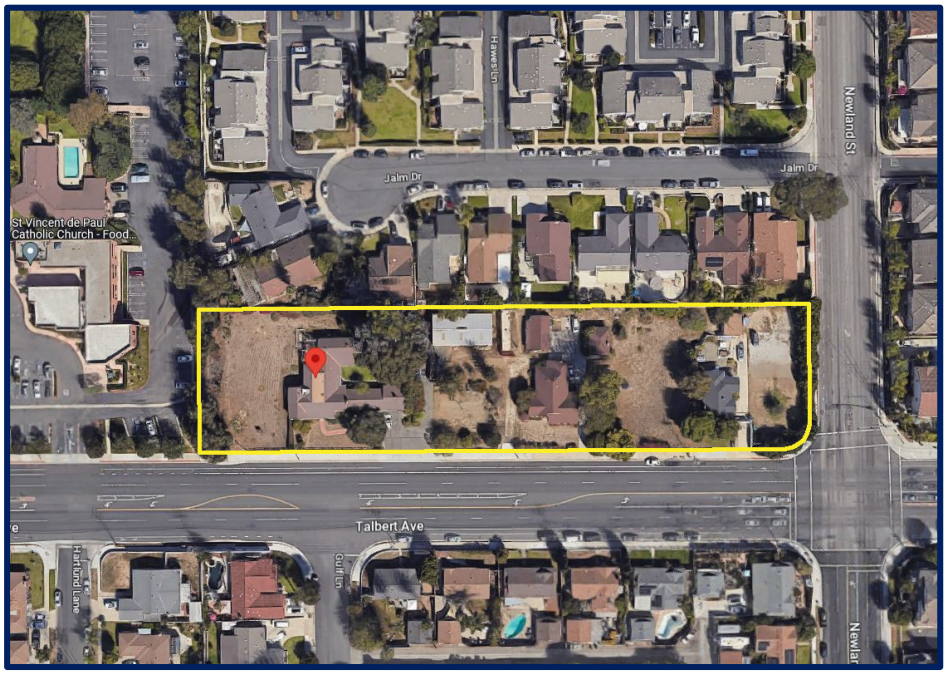
Buyer: Bonanni Development Company V, LLC

Seller: Judy Maria Boisseranc Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The property is surrounded by an apartment community but was never developed. There are two older structures on site which will be demolished. To the northern border is a major freeway. The zoning allows a minimum lot size of 3,000 square feet.

COMPARABLE LAND COMP #5



Address: 8371-8461 Talbert Avenue, Huntington Beach, CA
APN: 167-531-23 & 167-531-24

DESCRIPTION

Area (SF):	92,434 SF	**Area (AC):**	2.12	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	RL (Residential)		

SALE DATA

List Price:	$6,150,000	**Price/SF:**	$66.53
Date of Sale:	08/2/2022	**Document No.:**	0267190

Terms: All Cash

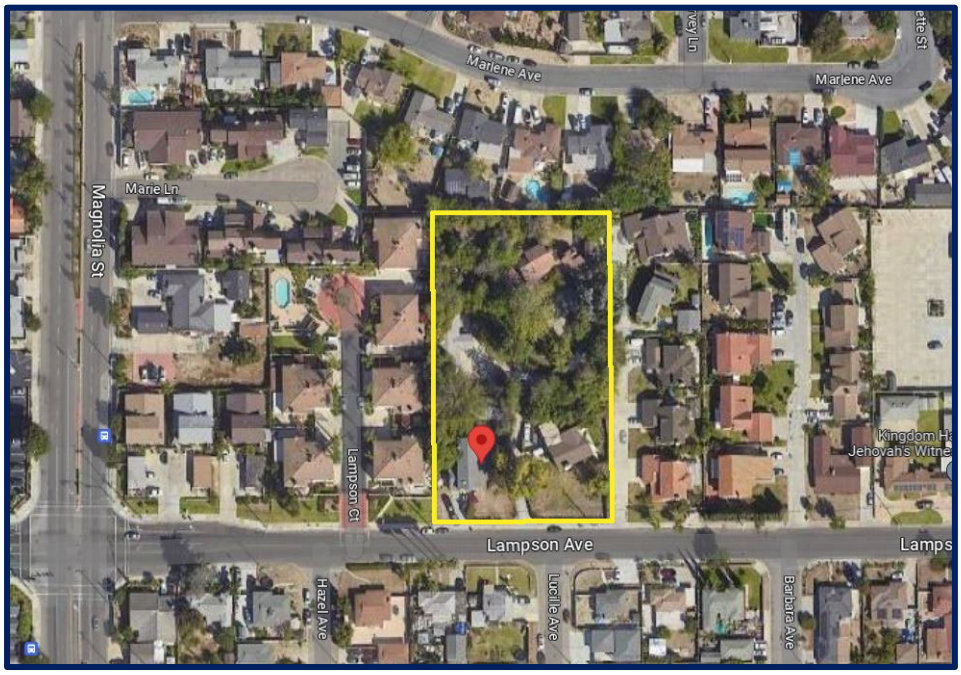
Buyer: Olson Urban V- Huntington Beach 4, LLC, a Delaware limited liability company

Seller: Gordon A Langston and Mary M. Langston, as Trustees of the Langston Family Trust

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists of two older SFR lots located on the corner of Talbert Avenue and Newland Street. The prior owner had owned the property for over 100 years, and it was sold for redevelopment. The area differs from some records and is based on the assessor plat map. The site is currently under development of residential townhome units. The zoning allows a minimum lot size of 6,000 square feet.

COMPARABLE LAND COMP #6



Address: 9071-9091 Lampson Ave, Garden Grove, CA
APN: 133-183-55, 133-183-56, 133-183-57, 133-183-58

DESCRIPTION

Area (SF):	69,696 SF	**Area (AC):**	1.60	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-1-7		

SALE DATA

List Price:	$4,750,000	**Price/SF:**	$68.30
Date of Sale:	07/22/2022	**Document No.:**	0255549

Terms: All Cash

Buyer: PLC Garden Grove LLC

Seller: Bicknell Family Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The land sale consists of four interior parcels located among single family developments. The property contains four old single-family homes of older age, some reportedly in poor condition. The exterior of one at the front appears to be in average condition. The buyer plans to demolish and redevelop a higher density residential project. The zoning allows a minimum lot size of 7,000 square feet.

Land Sales Comparison Analysis

All of the sales were analyzed, and adjustments were made for differences in the various elements of comparison, including: real property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, size, and other relevant factors. If the comparable sale was considered superior to the subject for any element of comparison, we applied a negative adjustment to the comparable. Conversely, a positive adjustment to the comparable was applied if it was considered inferior to the subject for any element. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include 1) real property rights conveyed, 2) financing terms, 3) conditions of sale and 4) expenditures made immediately after purchase. These items are applied prior to the market conditions and property adjustments, and are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed in land sales, such as easements, right of way, private or public restrictions, the right to develop, and any other land use right the property may transfer upon sale (e.g. the right to farm, mine, or subdivide) influence sale prices and may differ among land sale comparables.

Financing Terms

The transaction price for one property may differ from that of an identical property due to different financial arrangements. Sales with financing terms not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts atypical mortgage terms to provide an indication of value at cash equivalent terms.

Conditions of Sale

When the conditions of a sale are atypical, the resulting price may be higher or lower than a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale scenario involves a downward adjustment applied to a comparable property's for-sale listing price, which usually reflects the upper limit of value.

A knowledgeable buyer considers expenditures that must be made upon purchase of a property, decreasing the amount he will agree to pay. Such expenditures may include: (1) costs to demolish and remove any portion of the improvements, (2) costs to petition for a zoning change, and/or (3) costs to remediate environmental contamination. The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sale involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison.

Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuation in supply and demand, and other factors. Changing market conditions creates the need for adjustments to sale comparables that represent transactions during periods of dissimilar market conditions.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages that reflect the increase or decrease in value attributable to various characteristics of the property. In some instances, qualitative

adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Location

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors.

Size

The size adjustment identifies variances in the physical size of the comparables and the subject improvements. Typically, the larger a parcel, the lower the sale price per unit. This inverse relationship is due, in part, to the principle of "economies of scale."

Shape

Parcels of land with odd, non-rectangular, shapes sometimes limit the amount of land within the parcel available for development, resulting in less utility for some portions of the site. Consequently, these parcels are less desirable to buyers and require adjustment.

Topography and Soils

Sites may differ in value due to physical characteristics such as: grading, contour, drainage, potential for development, and soil content/condition. Adjustments are made to offset additional costs that will incur and any soil changes needed when improving the land. In other cases, topographical and soil conditions, such as steep cliffs, impede development on portions of a site.

Zoning

The highest and best use of sale comparables should be very similar to the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may have to be adjusted for differences in utility if the market supports such adjustment.

Other Property Adjustments

Other property adjustments are: any other adjustment category relevant to the report. Other adjustments often utilized are: Utilities to the site, Condition, Flood Zone, Building Improvements and an "Other" category, for site specific characteristics.

Summary of Adjustments

From our analysis, we have summarized adjustments to the sale comparables on the following adjustment grid. Following the grid is a discussion of our adjustments and the land value conclusion. These qualitative adjustments are based on our market research, best judgment, and experience in appraising similar properties.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	11/17/23	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Single Family Home	Horse Stable	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	4011 Winterhaven Street	5641 LakeView Avenue	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Yorba Linda	Yorba Linda	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	334-011-36	343-29-112	122-781-73	4 Parcels	070-741-01	167-351-23 & 24	133-183-55 to 58
Gross Acres	0.38 ac	0.52 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	15,246 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$925,000	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$40.95	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Expenditures after Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.38 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*4011 Winterhaven Street Yorba Linda*	*5641 LakeView Avenue Yorba Linda*	*8572 Talbert Avenue Fountain*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		-	Sl. Superior	-	Inferior	Sl. Superior	Sl. Inferior
Size	15,246 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		Sl. Inferior	Inferior	Sl. Inferior	Inferior	Inferior	Inferior
Shape/Depth	*Slightly Irregular*	*Rectangular*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Sl. Superior	Sl. Superior	Sl. Superior	-	Sl. Superior	Sl. Superior
Topography	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		-	-	-	-	-	-
Zoning	*R-S*	*R-E*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	*10,000*	*15000*	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*3*	*1.8*	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Far Inferior	-	Superior	Superior	Superior	Superior
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*Stable*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		Sl. Inferior	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Net Physical Adjustment		Inferior	Similar	Superior	Sl. Inferior	Sl. Superior	Sl. Superior
Adjusted Sale Price per Gross Square Foot		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore no sales conditions adjustments were needed.

An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as a recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property. Over the past 18 months single family home prices have declined slightly and then recovered to new highs. Prices for low density mult-family have remained mostly flat in the same period. Residential land sales occur to infrequently to infer a specific trend that is appropriate and applicable for each sale comparable. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California.

As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for single family and low-density residential uses. There is a paucity of recent transactions in comparable locations for a market that is near fully built up. Therefore, we selected from sales of any type of land with a low-density residential zoning to bracket a value for the subject's underlying land. Each of the sale transactions with the exception of Sale 1 come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No.1

Land sale no. 1 is located southeast of the subject, at 5641 LakeView Avenue, in the City of Yorba Linda. The sale price for this property was $925,000 which equates to $40.95 per square foot. The property is larger in size and located on a rectangular lot, the zoning only allows a density of 1.8 units per acre with a minimum lot of 15,000 square feet and as a result is unlikely to allow furth subdivision without special permission. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$40.95** per square foot.

Land Sale No.2

Land sale no. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is inferior in larger size. Although the property allows greater density, the property is zoned commercial professional with a residential overlay which may complicate the development process. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No.3

Land sale no. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property is slightly larger in size but is a superior shape and allows slightly greater subdivision. The property consisted of four individual uniform lots within an existing housing tract. Overall, this comparable was

considered superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No.4

Land sale no. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. It is also larger in size. It is similar in irregular shape to the subject and allows for greater density. This comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No.5

Land sale no. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It is inferior in size and sold with aged single family residential properties. The zoning allows greater density and potential density bonuses for townhome style or minimal setback individual lots. The property has sense been developed into 3 story townhomes. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No.6

Land sale no. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is larger in size and contains existing single family developments. The property is rectangular in shape and allows greater density. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale #	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Superior
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Slightly Superior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Slightly Superior
S	4011 Winterhaven Street	Yorba Linda	R-S	-	-	15,246	**$65.00**	-
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Similar
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Slightly Inferior
1	5641 LakeView Avenue	Yorba Linda	R-E	11/17/23	$925,000	22,590	$40.95	Inferior

Sales 1 and 3 were both recent transactions and located within the same city as the subject. Sale 3 represents the upper end with smaller lot sizes allowed and uniform lots, while Sale 1 would not allow any further subdivision of the lot. These local sales bracket the limits of the range of value. The remaining sales are from the Orange County area and provide a good indication of value for the

subject. Therefore, we have concluded a value near the middle of the market range at **$65.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	15,246
Indicated Value PSF	$65.00
Indicated Value	$990,990
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$990,000**

Condemnation Analysis

Acquisition Summary

The subject property larger parcel is a single family home on a suburban residential tract. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 0.38 acres or 16,583 square feet with a usable area of 15,246 square feet. The subject project will use a 498.95 square foot permanent bridge construction easement and a 1,337.01 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $990,000 or **$65.00** per square foot.

Description of the Part Taken: Permanent Bridge Easements

This project proposes to take a permanent bridge easement of 498.95 square feet located at the northwestern part of the site in two portions. Parcel A is a 118.34 square foot rectangular shaped taking at the northwestern corner of the site. Parcel B is a 380.61 square foot taking that runs along the flood channel access road near the eastern border of the flood channel easement (i.e. the subject's rear yard fending). Both items will be part of a single conveyance. Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area of the part taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Rear Flood Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions. Historically, the rear of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (2) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – Orange County Flood Control Easement Per 7738-900

This easement dated 9/24/1965 grants an "easement for right of ingress and egress, together with the right to grade, construct, and maintain, a roadway ramp in, over, upon, and across that certain real property". The permanent bridge easement is located withing this easement and the overlap of this easement on the subject is more or less equal to the TCE area.

1 - Additional OC Flood Control Easement TI38/900

Absent from the labeling in the plat map and the provided title litigation guarantee is the main flood control easement which has the same boundaries as easement 1. This easement is listed on the tract map with a book reference of TI83/900, though no digital copies were available to us. It is assumed that the language defining the rights of this easement is consistent with related easements along this flood control channel which detail "A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, inspect, maintain and repair a

channel or channels ….. in, on, over, under and across that certain parcel." This easement was acquired by the US Government and later assigned to OC Flood Control District.

2 – Orange County Flood Control Easement Per 958-427

An easement to "ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes" in the document recorded 9/15/1938. This easement is much wider and encroaches into the backyard areas of the subject and adjacent single-family homes. The purpose of this easement is no longer needed with the construction of the Carbon Canyon Dam. It is unknown if the easement has been vacated, but public activity using it appears to have ceased and it is most likely vacated. Additionally, a similar easement on properties to the north was found to have been vacated. It is discussed here for informational purposes as it appears on the plat of the taking but does not affect the value conclusions.

3 – USA Flood Control Easement Per 5451-322

The proposed acquisitions fully are contained within this easement, which is rectangular and further extends east into the backyard of the home. This easement was recorded on September 22, 1960. It was obtained as part of the Carbon Canyon Dam project and does not currently appear to be in use. It is unknown whether this easement was vacated.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the assigned US government easement. The fee residential owner retains ownership of the gross lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a portion in the northwestern corner and a strip just west of the boundary of the flood control easement (i.e. the subject's rear yard fencing). It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. Marketing of the improved property does not include this area as usable land. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a 100% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $65.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 498.95 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% remaining property rights results in a value conclusion for the portion

of the subject acquired for permanent bridge easement of **$1,622**. This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-011-36	498.95 SF	$65.00	5%	$1,622

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: Temporary Construction Easement

This project proposes to take a temporary construction easement (TCE) of 1,337.01 square feet that is located at the western boundary of the subject. The triangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 10.11 FEET;

THENCE SOUTH 6°07'51" WEST, A DISTANCE OF 10.23 FEET;

THENCE SOUTH 10°13'03" WEST, A DISTANCE OF 1.91 FEET;

THENCE SOUTH 78°22'47" WEST, A DISTANCE OF 7.98 FEET TO SAID EASTERLY LINE OF SAID RANCHO AND THE WESTERLY LINE OF SAID LOT 2;

THENCE ALONG SAID EASTERLY AND WESTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 14.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 118.34 SF MORE OR LESS.

PARCEL "B"
A STRIP OF LAND 5.00 FEET IN WIDTH, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 19.33 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 3°27'35" WEST, A DISTANCE OF 3.07 FEET;

THENCE SOUTH 8°27'35" WEST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 11°13'15" WEST, A DISTANCE OF 68.95 FEET TO THE SOUTHERLY LINE OF SAID LOT 2.

Cont. Legal Description – Permanent Construction Easement

THE SIDELINES OF SAID STRIP OF LANS SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF SAID LOT 2 AND END AT THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2.

CONTAINS 380.61 SF MORE OR LESS.

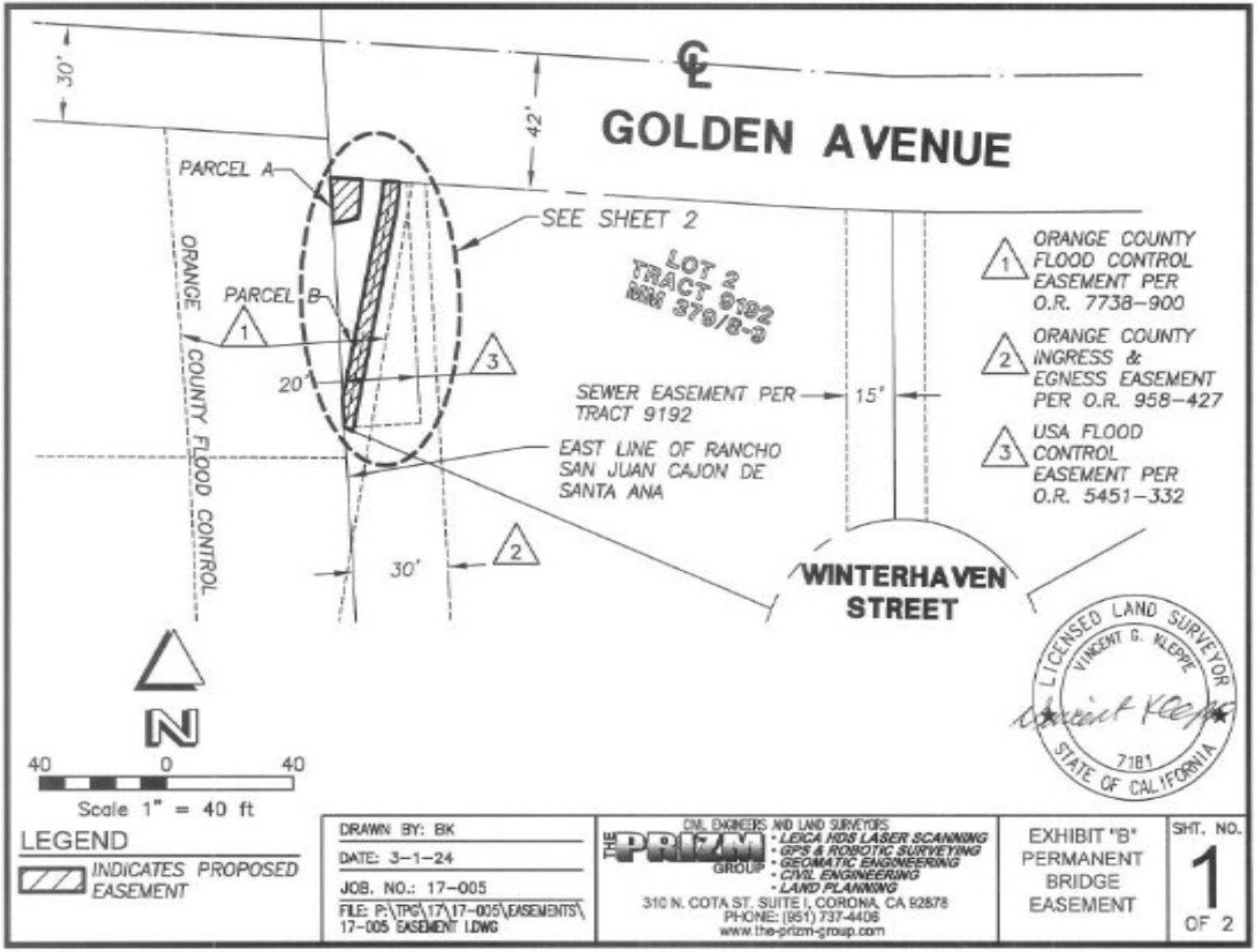
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

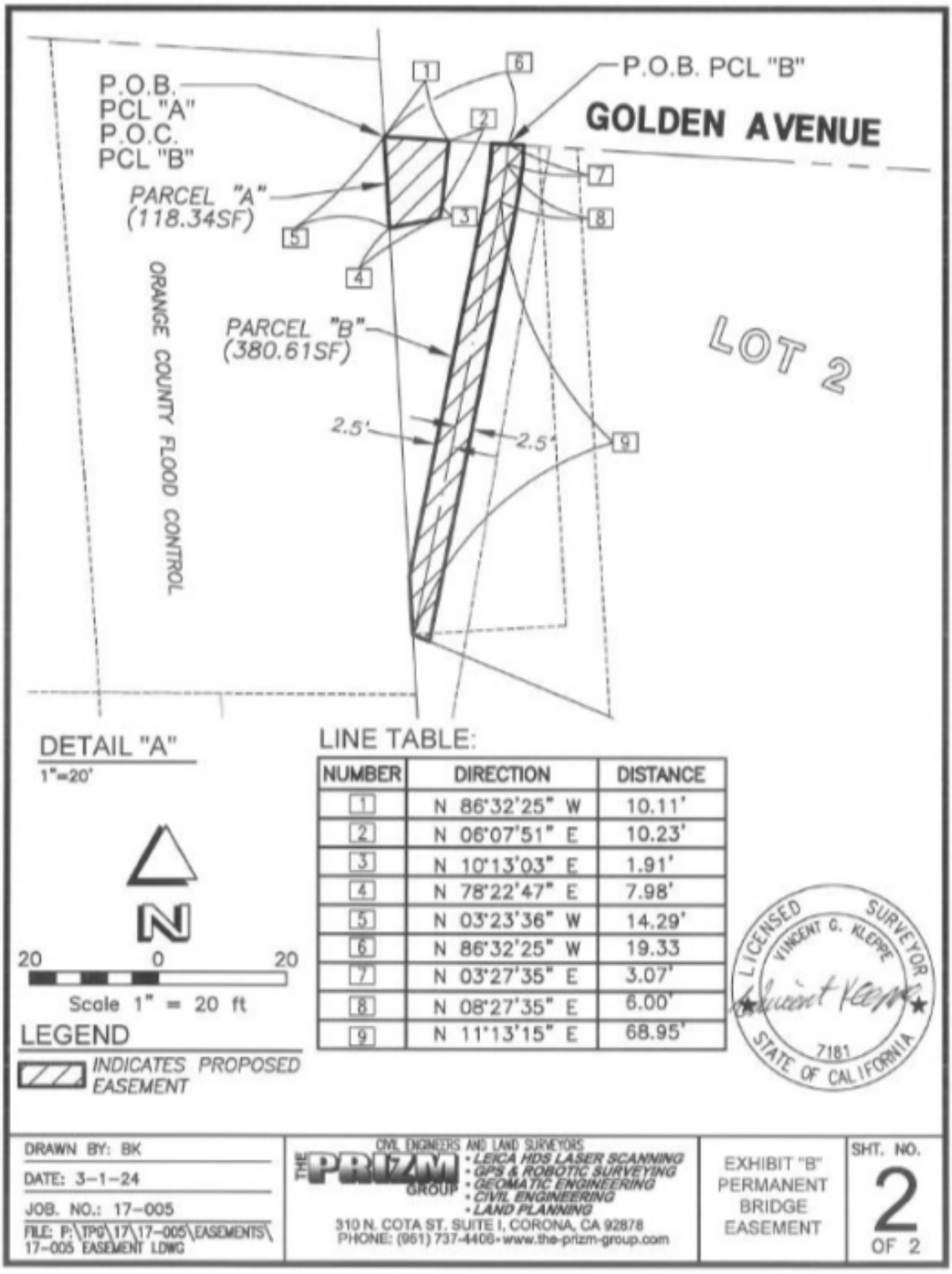
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: PERMANENT BRIDGE EASEMENT



Cont. Plat Map – Permanent Construction Easement



Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 25.95 FEET TO THE EASTERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED IN BOOK 7738, PAGE 900, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 80.55 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING LOCATE SOUTH 67°24'57" EAST ALONG SAID LINE, A DISTANCE OF 8.52 FEET FROM THE SOUTHWESTERLY CORNER THEROF;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 67°24'57" WEST, A DISTANCE OF 8.52 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF SAID RANCHO;

THENCE ALONG SAID WESTERLY LINE AND SAID RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 77.86 FEET TO THE **POINT OF BEGINNING**.



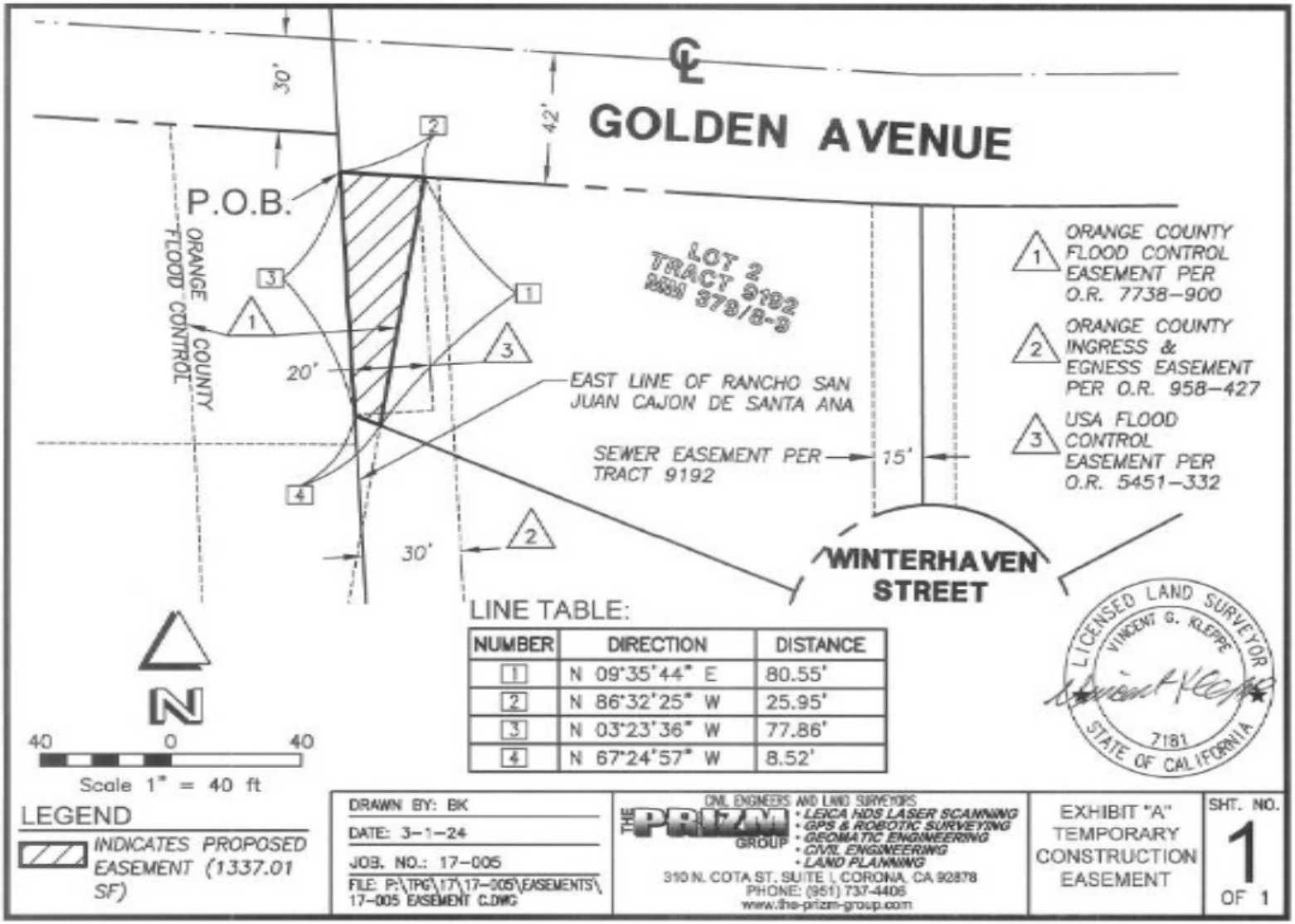
CONTAINS 1,337.01 SF (0.03 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: TEMPORARY CONSTRUCTION EASEMENT



Photographs of Proposed Acquisitions



VIEW OF EASEMENT AREAS ALONG ACCESS ROAD LOOKING SOUTH

The temporary construction easement is the full area up to the fencing on the left. The property line on the right is not fully delineated and occurs at the edge of the asphalt road / fencing and traverses to the middle of the access road as it heads southward. Parcel B of the permanent bridge easement is located in within the asphalt paved access road.



VIEW OF EASEMENT AREAS FROM ROAD (GOLDEN AVENUE)

Parcel A of the permanent Bridge Easement is located on the nearest right corner of this asphalt paved road.



VIEW OF EXISTING BRIDGE LOOKING WEST (SUBJECT LOCATED LEFT)

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion. Historical marketing of the subject property has given a site area of the usable area exclusive of the gross area that includes the flood control easement.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. All take areas are outside the physical improvement (fence/wall) of the property. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at $989,368. Our value conclusions are summarized in a table on the following page. It should be noted that the difference between the before and after condition is nominal and the calculation shown here is solely mathematical. Market value of the larger parcel and actions by buyers and sellers would reflect the net (usable) area of the site.

Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." [8] The nominal valuation as defined by Cal-Trans was rounded at **$1,600** for the proposed permanent bridge easement and **$500** for the temporary construction easement.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$990,990	
Permanent Property Rights		
Value of Part Taken - Land (498.95 SF)	$1,622	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$1,622	$1,600 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$989,368	
Temporary Property Rights		
Temporary Construction Easement (1337.01 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$2,100 - Nominal**

[8] *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition, 2002, Page 196

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.

2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management, unless otherwise noted.

3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Orange County will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.

4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.

5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations, or restrictions existing in the subject property.

6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.

7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Orange County is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

9. The dates of value for which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.

10. Maps, plats, and exhibits included in this report are for illustration only and are intended to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The square footage totals utilized in this report may be based upon the legal description of the property, assessors plat maps, building plans, previous estimates and/or a measurement of the premises by the appraiser(s). The measurements utilized in this report, should not be construed as an exact measurement of the site or improvements. If so desired, a professional survey should be conducted by a trained and qualified consultant.

11. The information, estimates, and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them is assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.

13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.

14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Orange County and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.

15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.

16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Orange County.

17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.

18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the

subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.

20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.

21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.

23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are

deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect, or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.

27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

31. No changes in any federal, state, or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

32. Projections of income and expenses made in this appraisal are not predictions of the future and are made as of the date of the appraisal. These estimates represent the appraiser's best

estimate of current market related thinking on future income and expenses. The appraiser makes no warranty that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of the appraiser(s) to predict or in any way warrant the conditions of a future real estate market, rather the appraiser(s) can only reflect what the investment community, as of a specific date, envisions for the future in terms of rental rates, expenses, supply and demand.

33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. Therefore, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Orange County both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Orange County and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Orange County or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Orange County for this assignment, and under no circumstances shall any claim for consequential damages be made.

36. Valbridge Property Advisors | Orange County shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Orange County. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Orange County and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Orange County harmless from and

against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Orange County in such action, regardless of its outcome.

37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Penner and Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.

38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.

40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

41. Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or to this Agreement shall be filed in court within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Certification – John Penner, Jr.

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.



John D. Penner Jr.
Staff Appraiser
California License #AG3009243

Certification – John D. Penner

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
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13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.



John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

Addenda

Exhibit A: Notice To Appraise
Exhibit B: Title Litigation Guarantee
Exhibit C: Easements
Exhibit D: Parcel Diary
Glossary
Qualifications

- John Penner, Jr., AG
- John D. Penner, MAI

Information on Valbridge Property Advisors
Office Locations

Exhibit A: Notice to Appraise

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

March 11, 2024

Gabriel John Aburto
4011 Winterhaven St.
Yorba Linda, CA 92886

Re: City of Placentia - Golden Avenue Bridge Replacement Project ("Project")
City Project No. 1801; Federal Project No. BRL-5269(025)
Property Address: 4011 Winterhaven St. Yorba Linda, CA 92886
Assessor Parcel No. (APN): 334-011-36

Dear Property Owner (s),

The City of Placentia (City) is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property, located at 4011 Winterhaven St. Yorba Linda CA 92886 , is within the project area and a portion may be required for the project. Before a decision can be made to acquire any interests in your property, the law provides that the interest first be appraised. As part of the appraisal process, it will be necessary to perform an inspection of your property to aid in the determination of Just Compensation. You or your representative may accompany the appraiser on this inspection if you wish to do so.

The City of Placentia has retained the services of Valbridge Property Advisors, an independent appraisal firm, to prepare an appraisal. John Penner, MAI. will be contacting you to schedule the appraisal. You may call him at (714)449-0304 to schedule an appointment for the inspection of your property if you choose to be present.

We have enclosed an Acquisition Handbook which will provide you with answers to questions owners frequently ask concerning land acquisition procedures. All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color,

national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000d, et seq.) and Section 162(a) of the Federal IIighway Act of 1973 (23 U.S.C. 324). Enclosed for your information is a brochure which discusses this requirement.

This notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments.

The City of Placentia has retained the services of Epic Land Solutions, Inc., a right of way acquisition firm, to discuss this project with you, explain the proposed transaction and coordinate the acquisition process. If you have any questions or concerns, please feel free to contact Christine Wasfi, Right of Way Agent at 951-405-4645 or cwasfi@epicland.com .

Sincerely,

Damien Arrula
City Administrator
City of Placentia
(714) 993-8171

Enclosures

- EXHIBIT A – TCE Legal Description/Plat Map
- EXHIBIT B – Permanent Easement Legal Description/Plat Map
- Acquisition Handbook
- Your Rights under Title VI Brochure

Exhibit B: Title Litigation Guarantee

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015733**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____ By: _____
Kenneth D. DeGiorgio, President Lisa W. Cornehl, Secretary

By:
Authorized Countersignature

This jacket was created electronically and constitutes an original document

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Form 5026900 (1-29-15)	Page 1 of 8	CLTA Guarantee Form No. 28 - Condition of Title (Rev. 6-5-14)

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule A	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015733**

File No.: 7015733

Guarantee No. 7015733 Amount of Liability: $2,500.00

Date of Guarantee:November 21, 2023 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   City of Placentia

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Yorba Linda, County of Orange, State of California, described as follows:

   LOT 2 OF TRACT 9192 IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK NO. 379, PAGES 8 AND 9, OF MISCELLANEOUS MAPS IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

   APN: 334-011-36

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      Gabriel John Aburto, A Married Man, as Sole and Separate Property, subject to exceptions no. 15

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015733**

File No.: 7015733

1. Intentionally Deleted

2. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$5,396.04, OPEN
Penalty:	$0.00
Second Installment:	$5,396.04, OPEN
Penalty:	$0.00
Tax Rate Area:	25-036
A. P. No.:	334-011-36

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Covenants, conditions and restrictions in the document recorded APRIL 25, 1914 in Book 251 of Deeds, Page 237, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document(s) declaring modifications thereof recorded JUNE 12, 1934 as BOOK 680, PAGE 263 of Official Records.

5. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: SANITARY SEWER, WATER UTILITY and incidental purposes affecting said land.

6. Abutter's rights of ingress and egress to or from GOLDEN AVENUE, have been dedicated or relinquished on the filed Map.

7. An easement for ERECT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes in the document recorded SEPTEMBER 15, 1938 as BOOK 958, PAGE 427 of Official Records.

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8. An easement for FLOOD CONTROL AND CHANNEL and incidental purposes in the document recorded as BOOK 5451, PAGE 332 of Official Records.

9. An easement for UNDERGROUND COMMUNICATION and incidental purposes in the document recorded as BOOK 11847, PAGE 566 of Official Records.

10. An easement for PIPELINES and incidental purposes in the document recorded as BOOK 11896, PAGE 1503 of Official Records.

11. An easement for public utilities and incidental purposes in the document recorded as BOOK 11902, PAGE 726 of Official Records.

12. An easement for TEMPORARY CONSTRUCTION AND ACCESS and incidental purposes in the document recorded JULY 07, 2020 as INSTRUMENT NO. 20-319632 of Official Records.

13. A deed of trust to secure an original indebtedness of $497,000.00 recorded APRIL 08, 2021 as INSTRUMENT NO. 21-239795 OF OFFICIAL RECORDS.

Dated:	JULY 09, 2020
Trustor:	GABRIEL JOHN ABURTO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY
Trustee:	HEATHER LOVIER
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER:	QUICKEN LOANS. LLC

14. A federal tax lien in favor of the United States of America, recorded OCTOBER 11, 2023 as INSTRUMENT NO. 23-248039 of Official Records.

Serial No.:	480065723
Debtor:	GABRIEL J & ANA L ABURTO
Amount:	$77844.65, and any other amounts due thereunder.

15. The effect of a document entitled "QUIT CLAIM DEED", recorded NOVEMBER 21, 2023 as INSTRUMENT NO. 23-291202 of Official Records.

    THIS DOCUMENT IS BEING RECORDED TO ADD NOTARY ACKNOWLEDGEMENT TO THE PREVIOUSLY RECORDED DEED

16. Water rights, claims or title to water, whether or not shown by the Public Records.

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Exhibit C: Easements

Orange County Flood Control Easement Per 7738-900

BOOK 7738 PAGE 900

10454

RECORDED AT REQUEST OF ORANGE CO. FLOOD CONTROL DIST.
IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF.
29
NOV 12 1965
J. WILLE CARLYLE, County Recorder

FREE

Recorded at request of, and return to:
Orange County Flood Control District

Project No. E03
Project: Carbon Canyon Channel
Parcel No. 813

EASEMENT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

NORMA BRIGHT VAN PATTEN,
a widow

does hereby GRANT to

THE ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

an Easement for the right of ingress and egress, together with the right to grade, construct and maintain a roadway ramp in, over, upon and across that certain real property situated in the County of Orange, State of California, and described as follows:

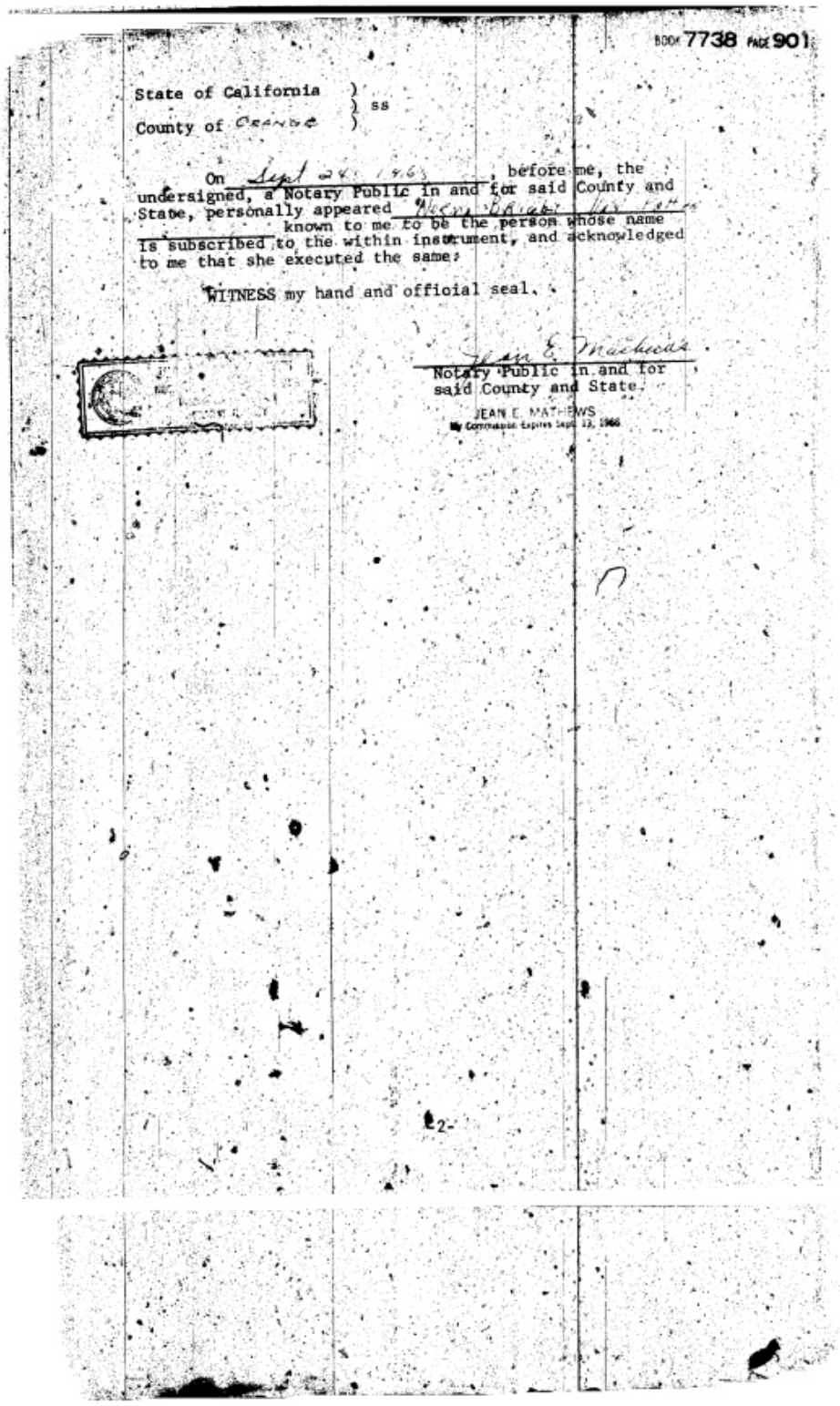
That portion of Lot 4 in Block 1 of the Yorba Linda Tract, in the county of Orange, state of California, per map recorded in book 5, pages 17 and 18 of Miscellaneous Maps in the office of the County Recorder of said county, described as follows:

Beginning at the intersection of the west line of said Lot 4 with the southerly line of the land described in deed to the County of Orange, recorded October 15, 1914 in book 259, page 350 of Deeds in the office of said County Recorder; thence S. 3° 38' 54" E., 125.06 feet along said west line; thence N. 9° 20' 25" E., 126.79 feet to a point on said southerly line, said point being distant N. 89° 23' 16" E., 28.54 feet along said southerly line from the point of beginning; thence S. 89° 23' 16" W., 28.54 feet along said southerly line to the point of beginning.

Date: 9/24/65

Norma Bright Van Patten
Norma Bright Van Patten

Description: Orange,CA Document - Book Page (1/1/50 - 12/31/60) 7738.900 Page: 1 of 3
Order: H Comment:



BOOK 7738 PAGE 901

State of California)
) ss
County of Orange)

On Sept 24, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared [illegible] known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

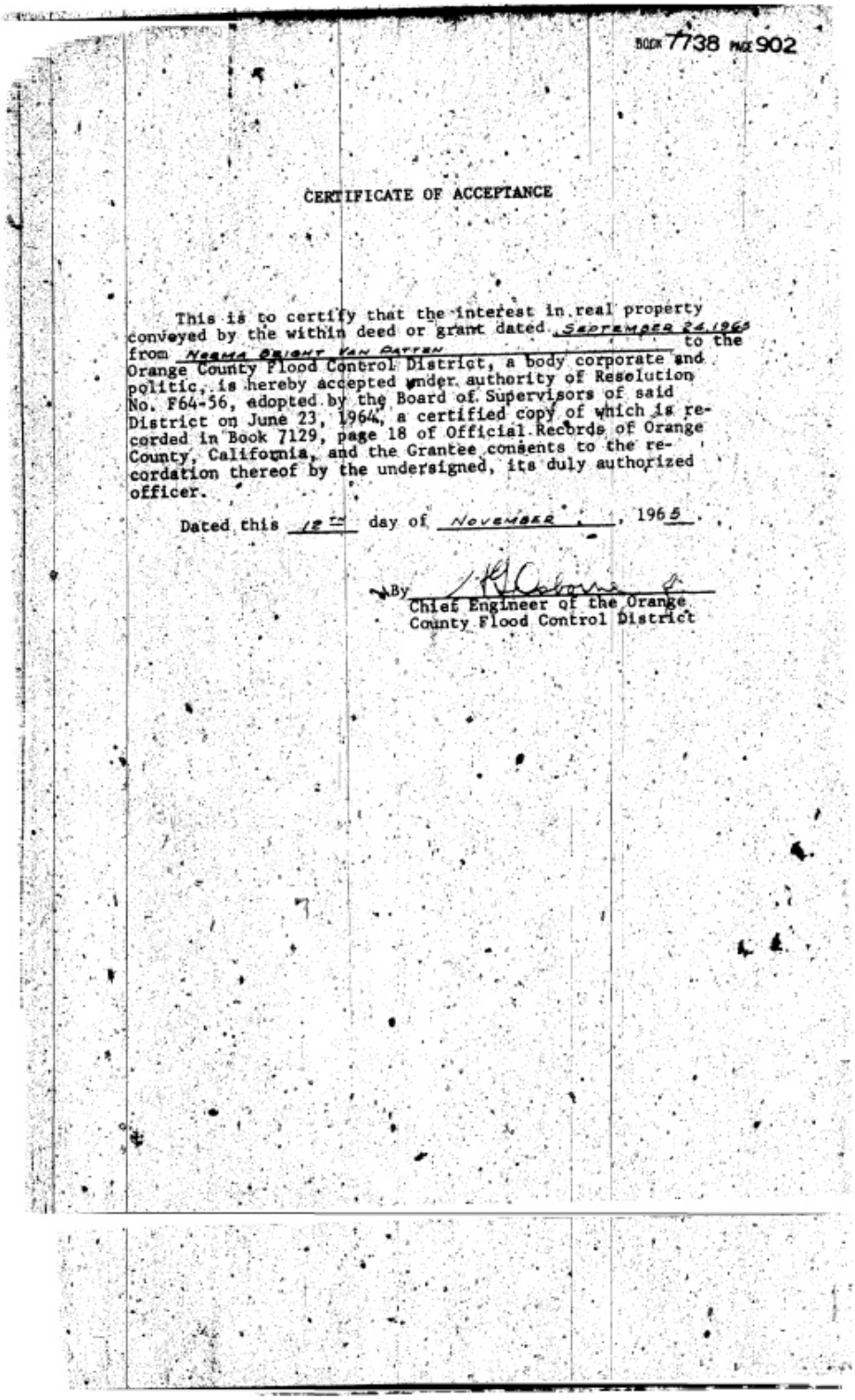
WITNESS my hand and official seal.

Jean E. Mathews
Notary Public in and for said County and State.

JEAN E. MATHEWS
My Commission Expires Sept. 13, 1966

-2-

Description: Orange,CA Document - Book Page (1/1/50 - 12/31/60) 7738.900 Page: 2 of 3
Order: H Comment:



BOOK 7738 PAGE 902

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant dated SEPTEMBER 24, 1965 to the from NORMA BRIGHT VAN CATTEN Orange County Flood Control District, a body corporate and politic, is hereby accepted under authority of Resolution No. F64-56, adopted by the Board of Supervisors of said District on June 23, 1964, a certified copy of which is recorded in Book 7129, page 18 of Official Records of Orange County, California, and the Grantee consents to the recordation thereof by the undersigned, its duly authorized officer.

Dated this 12TH day of NOVEMBER, 1965.

By _____
Chief Engineer of the Orange County Flood Control District

Description: Orange,CA Document - Book Page (1/1/50 - 12/31/60) 7738.900 Page: 3 of 3
Order: H Comment:

Orange County Flood Control Easement Per 958-427

427

25550

Santa Ana, California September 6th, 1938.

The Board met in regular session at 10:00 A.M. Present Supervisors Willard Smith, Chairman, Steele Finely, John C. Mitchell, and the Clerk.

Absent: Harry D. Riley and N. E. West

Supervisor West arrives and assumes his duties.

IN RE: EASEMENT FOR CHECK DAMS SOQUEL WASH VAN PATTEN, ET AL

On motion of Supervisor Mitchell, duly seconded and carried, the Chairman and Clerk were authorized to sign the acceptance of right of way from Odelia M. Van Patten, et al, same being a right of way and easement upon, over and through the following described property, to-wit:

The Westerly 30 feet of the Northerly 6 acres of the Southerly 9.69 acres of Lot 4 in Block 1 of The Yorba Linda Tract as shown on a map recorded in Book 5, pages 17 and 18 Miscellaneous Maps, Records of Orange County, California.

STATE OF CALIFORNIA)
County of Orange)ss. I, B. J. Smith, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California, hereby certify the foregoing to be a full, true and correct copy of the minute entry on record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of September, 1938.

((S E A L))

B. J. Smith Clerk
of the Board of Supervisors.

EASEMENT FOR CHECK DAMS

THIS INDENTURE, made this 24th day of August, 1938, by and between ODELIA M. VAN PATTEN, HAROLD J. VAN PATTEN, NORMA B. VAN PATTEN, FRANK E. VAN PATTEN & HELEN VAN PATTEN, of the County of Orange, State of California, Parties of the First Part, and the COUNTY OF ORANGE, a political subdivision and body politic of the State of California, Party of the Second Part,

WITNESSETH:

That WHEREAS, Parties of the First Part are the owners of that certain piece or parcel of land situatein the County of Orange, State of California, hereinafter more particularly described, through which flows a stream known as Soquel Wash, and

WHEREAS, Party of the Second part is desirous of erecting check dams upon and along said stream for the prevention of soil erosion and damages to County property and the protection of County highways,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable considerations in hand paid by the Parties of the First Part to the Party of the Second Part, the receipt of which is hereby acknowledged, said Parties of the First Part hereby grant, bargain, sell, and convey to the Party of the Second Part, a right of way and easement upon, over and through the following described property, to-wit:

The westerly 30 feet of the Northerly 6 acres of the Southerly 9.69 acres of Lot 4 in Block 1 of The Yorba Linda Tract as shown on a map recorded in Book 5, Pages 17 and 18 Miscellaneous Maps, Records of Orange County, California.

with privilege and authority to said Party of the Second Part to erect, construct, repair and maintain check dams upon and along said stream upon said property, for the prevention of soil erosion and damages to County Property and the protection of County highways. The Party of the Second Part shall be the sole judge ofthe necessity for, the type of construction, and the location of said dams.

Together with the right of ingress and egress to and over such above described premises adjacent to or coterminous with the stream or creek bed which it might be found necessary to enter in the fulfillment of the purposes of erecting, constructing,preparing and maintaining check dams, or renewing or adding to the number of check dams, or in doing anything necessary, useful and convenient in the erecting, constructing, preparing and maintaining such check dam and/or check dams; that such right of ingress and egress is hereby specifically restricted and limited to the accomplishment of the purposes herein specified;

The privilege and right is also given Party of the Second Part to remove at any time any or all of said improvements, check dam, or additions erected upon, over or on said described lands; and the right of egress and ingress is hereby granted to accomplish such acts of removal of the improvements made.

Together with the rights, easements, privileges and appurtenances in and to said lands, which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Harold J. Van Patten Sr.
Norma B. Van Patten
Frank E. Van Patten
Helen Van Patten
Odelia M. Van Patten
By H. J. Van Patten Her Atty. in Fact.

428

STATE OF CALIFORNIA,)
County of Orange,)ss. On this 24th day of August inthe year of our Lord one thousand nine hundred and thirty-eight, before me, B. J. Smith, County Clerk in and for said County of Orange, State of California, residing therein duly commissioned and sworn, personally appeared C. E. Downie personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That he resided in Orange County that he was present and saw Harold J. Van Patten_ and Norma B. Van Patten _ personally known to him to be the same persons described in and who executed the said within instrument, as parties thereto, sign, seal and deliver the same; and that the said Harold J. Van Patten _ and Norma B. Van Patten_duly acknowledged in the presence of said affiant, that they executed the same, and that he, the said affiant, thereupon at their request, subscribed his name as a witnessthereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((COURT SEAL)) B. J. SMITH County Clerk
in and for Orange County,
State of California.
L. B. Wallace, Deputy.

The Party of the Second Part hereby accepts the within and foregoing conveyance to it of the right of way and easement therein mentioned and described, for the purposes therein stated.

((S E A L)) COUNTY OF ORANGE
By Willard Smith Chairman of the Board
of Supervisors of Orange County, California.

Witness
C. E. Downie Attest: By B. J. Smith County Clerk and ex-officio
Clerk ofthe Board of Supervisors of
Orange County, California.

Filed Sept. 6, 1948. B. J. Smith County Clerk. By S. Deputy.

25550 Recorded at Request of Grantee at 30 Min. past 10 A.M., Sep. 15, 1938, in Book 958, Page 427, Official Records of Orange County, California. J. F. Sidebottom, County Recorder.

Marguerite McKemy COMPARED Elsie Auer

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25551

GRANT DEED

JOSEPHINE McKAUGHAN SMITH, formerly Josephine McKaughan, in consideration of One Dollars to her in hand paid, the receipt of which is hereby acknowledged, does hereby Grant to VIRGINIA M. ALLEN, a single woman, all that real property situated in the City of Brea, County of Orange, State of California, described as follows:

Lot 4 of Tract 418, as per map recorded in Book 16, page 18 of Miscellaneous Maps, Records of said Orange County, Calif.

Subject to reservations and restrictions of record.

TO HAVE AND TO HOLD to the said grantee her heirs or assigns.

WITNESS my hand this 17th day of August, 1938.

Josephine McKaughan Smith

STATE OF CALIFORNIA,)
County ofOrange)ss. On this 17th day of August, 1938, before me, C. R. Allen a Notary Public in and for said County and State, personally appeared Josephine McKaughan Smith known to me to be the person whose name is subscribed to the foregoinginstrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

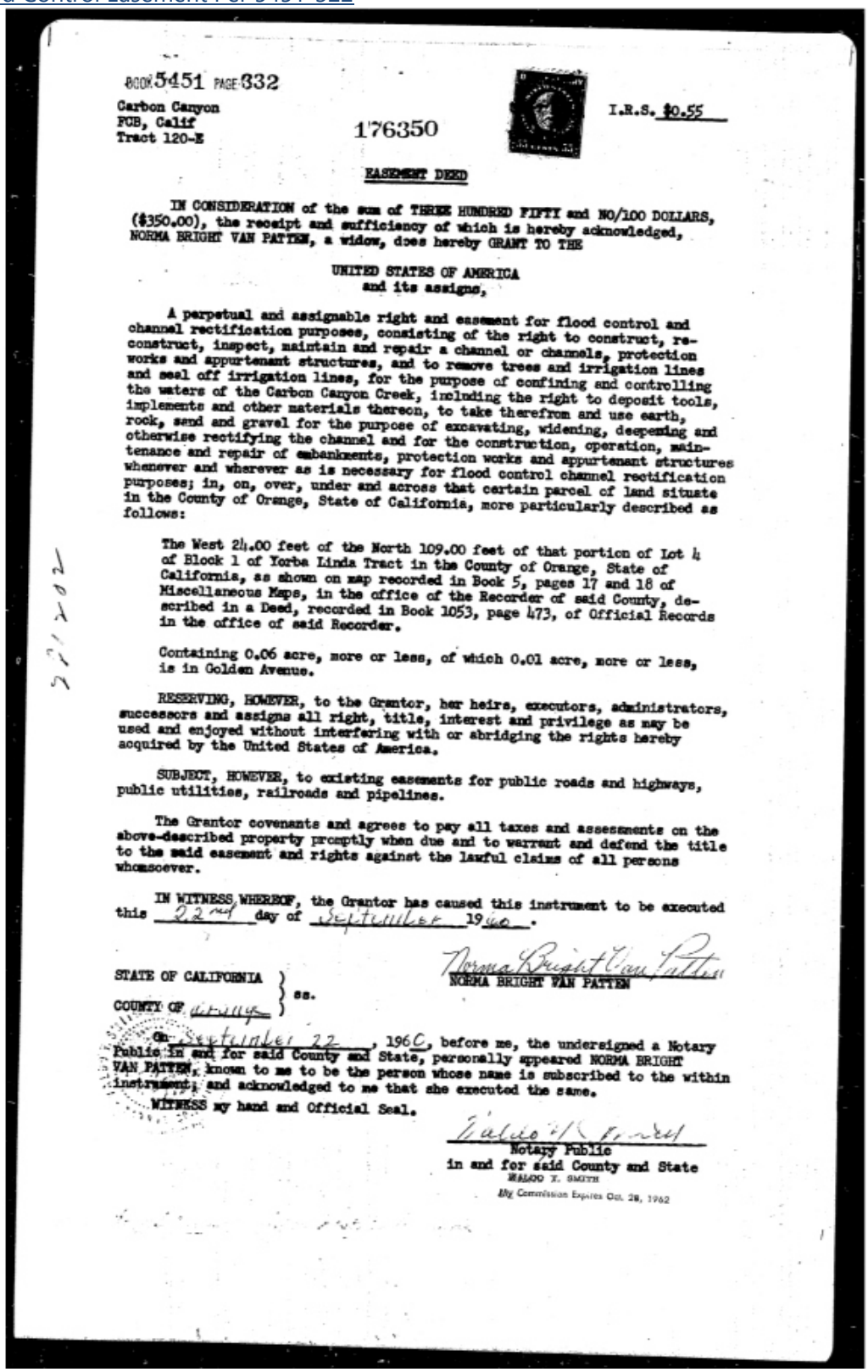
((SEAL)) C. R. Allen Notary Public
in and for the said County and State.

25551 Recorded at Request of C. R. Allen at 40 Min. past 10 A.M., Sep. 15, 1938, in Book 958, Page 428, Official Records of Orange County, California. J. F. Sidebottom, County Recorder.

Marguerite McKemy COMPARED Elsie Auer

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USA Flood Control Easement Per 5451-322



BOOK 5451 PAGE 332

Carbon Canyon
FCB, Calif
Tract 120-E

176350

I.R.S. $0.55

EASEMENT DEED

IN CONSIDERATION of the sum of THREE HUNDRED FIFTY and NO/100 DOLLARS, ($350.00), the receipt and sufficiency of which is hereby acknowledged, NORMA BRIGHT VAN PATTEN, a widow, does hereby GRANT TO THE

UNITED STATES OF AMERICA
and its assigns,

A perpetual and assignable right and easement for flood control and channel rectification purposes, consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures, and to remove trees and irrigation lines and seal off irrigation lines, for the purpose of confining and controlling the waters of the Carbon Canyon Creek, including the right to deposit tools, implements and other materials thereon, to take therefrom and use earth, rock, sand and gravel for the purpose of excavating, widening, deepening and otherwise rectifying the channel and for the construction, operation, maintenance and repair of embankments, protection works and appurtenant structures whenever and wherever as is necessary for flood control channel rectification purposes; in, on, over, under and across that certain parcel of land situate in the County of Orange, State of California, more particularly described as follows:

The West 24.00 feet of the North 109.00 feet of that portion of Lot 4 of Block 1 of Yorba Linda Tract in the County of Orange, State of California, as shown on map recorded in Book 5, pages 17 and 18 of Miscellaneous Maps, in the office of the Recorder of said County, described in a Deed, recorded in Book 1053, page 473, of Official Records in the office of said Recorder.

Containing 0.06 acre, more or less, of which 0.01 acre, more or less, is in Golden Avenue.

RESERVING, HOWEVER, to the Grantor, her heirs, executors, administrators, successors and assigns all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby acquired by the United States of America.

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The Grantor covenants and agrees to pay all taxes and assessments on the above-described property promptly when due and to warrant and defend the title to the said easement and rights against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 22nd day of September 1960.

Norma Bright Van Patten
NORMA BRIGHT VAN PATTEN

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On September 22, 1960, before me, the undersigned a Notary Public in and for said County and State, personally appeared NORMA BRIGHT VAN PATTEN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and Official Seal.

Notary Public
in and for said County and State
MARGO T. SMITH
My Commission Expires Oct. 28, 1962

Exhibit D: Parcel Diary

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP (P.M.)	PARCEL NO.
12	Orange	Golden Avene		334-011-36

OWNER	ADDRESS	PHONE
Gabriel John Abrurto	4011 Winterhaven Street	HM WK CELL

PROJECT	CERT DATE
Golden Avenue Bridge Replacement Project	

DATE OWNER INVITED TO ACCOMPANY APPRAISER		DATE PROPERTY INSPECTED
March 13, 2024	BY: LETTER ☒ PHONE ☐ PERSON ☐	April 02, 2024

APP. REPORT #/DATE	APPROVAL DATE	APPRAISED VALUE	EA
CA06-24-0048 / 4/19/2024		$2,100 - Nominal	BRL-5269(025)
REVISED DATE	APPROVAL DATE	APPRAISED VALUE	
7/23/2024		$2,100 - Nominal	

DATE OF FIRST WRITTEN OFFER	AMOUNT OF REPLACEMENT HOUSING SUPP. AT TIME OF FIRST WRITTEN OFFER	RAP PKG. DEL. DATE
DATE ASSIGNED TO ACQUISITION AGENT		

PEOPLE V._____	SCC #_____	FILED	EFF. DATE OP

OWNER'S ATTORNEY	ADDRESS	PHONE

ASSIGNED TO _____ (APPRAISER) _____ (DATE)

DATE/AGENT-SIGNATURE/INITIAL	DATA
3/13/2024 John Penner Jr.	Notice of decision to appraise was mailed to owner on March 13, 2024 – no response received from property owner.
4/2/2024 John Penner Jr.	Site inspection was performed on April 2, 2024

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

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DIST	CO	RTE	KP *(P.M.)*	PARCEL NO.

DATE/AGENT-SIGNATURE/INITIAL	DATA

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Glossary

Definitions are taken from the Dictionary of Real Estate Appraisal, 5th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural, maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Additional Rent

Any amounts due under a lease that is in addition to base rent. Most common form is operating expense increases. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically though scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base (Shell) Building

The existing shell condition of a building prior to the installation of tenant improvements. This condition varies from building to building, landlord to landlord, and generally involves the level of finish above the ceiling grid. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

The areas of the building that provide services to building tenants but which are not included in the rentable area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common areas are; floor common areas, parking spaces, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A statement issued by a local government verifying that a newly constructed building is in compliance with all codes and may be occupied.

Common Area (Public) Factor

In a lease, the common area (public) factor is the multiplier to a tenant's useable space that accounts for the tenant's proportionate share of the common area (restrooms, elevator lobby, mechanical rooms, etc.). The public factor is usually expressed as a percentage and ranges from a low of 5 percent for a full tenant to as high as 15 percent or more for a multi-tenant floor. Subtracting one (1) from the quotient of the rentable area divided by the useable area yields the load (public) factor. At times confused with the "loss factor" which is the total rentable area of the full floor less the useable area divided by the rentable area. (BOMA)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings. CAM can refer to all operating expenses.

CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15 percent addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee. (Dictionary)

Condominium

A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus an undivided interest in common areas.

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real property restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature to continue, subject to the easement. In some locations, a conservation easement may be referred to as a conservation restriction. (Dictionary)

Contributory Value

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability to a property to meet its debt service out of net operating income. Also called Debt Service Coverage Ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

1) In appraising, the loss in a property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2) In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method. (Dictionary)

Disposition Value

The most probable price that a specified interest in real property is likely to bring under the following conditions:

- Consummation of a sale within a exposure time specified by the client;
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time specified by the client;
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements (TIs). (Dictionary)

EPDM

Ethylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called an expense recovery clause or stop clause. (Dictionary)

Estoppel Certificate

A statement of material factors or conditions of which another person can rely because it cannot be denied at a later date. In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an estoppel letter. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use

of the improved parcel. Excess land may have the potential to be sold separately and is valued separately. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

Areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a full service lease. (Dictionary)

Going Concern Value

- The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern.
- The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable. (Dictionary)

Gross Building Area

The total constructed area of a building. It is generally not used for leasing purposes (BOMA)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of the same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expense in income-producing properties when less than 100 percent occupancy is assumed. The gross up method approximates the actual expense of providing services to the rentable area of a building given a specified rate of occupancy. (Dictionary)

Gross Retail Sellout

The sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning. A general term encompassing any system designed to heat and cool a building in its entirety.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximally profitability. Alternatively, the probable use of land or improved –specific with respect to the user and

timing of the use–that is adequately supported and results in the highest present value. (Dictionary)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Industrial Gross Lease

A lease of industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real estate taxes as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Dictionary)
(Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).

Investment Value

The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. (Dictionary)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary)

Leasehold Interest

The tenant's possessory interest created by a lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

- Consummation of a sale within a short period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The amount of money borrowed in relation to the total market value of a property. Expressed as a percentage of the loan amount divided by the property value. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and

the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;
b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
c. A reasonable time is allowed for exposure in the open market;
d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As If Complete

Market value as if complete means the market value of the property with all proposed construction, conversion or rehabilitation hypothetically completed or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value As If Stabilized

Market value as if stabilized means the market value of the property at a current point and time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the optionee) to buy, sell, or lease real property for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole (a fractional interest). (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real estate taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

Market value "upon completion" is a prospective future value estimate of a property at a point in time when all of its improvements are fully completed. It assumes all proposed construction, conversion, or rehabilitation is hypothetically complete as of a future date when such effort is projected to occur. The projected completion date and the value estimate must reflect the market value of the property in its projected condition, i.e., completely vacant or partially occupied. The cash flow must reflect lease-up costs, required tenant improvements and leasing commissions on all areas not leased and occupied.

Prospective Future Value Upon Stabilization

Market value "upon stabilization" is a prospective future value estimate of a property at a point in time when stabilized occupancy has been achieved. The projected stabilization date and the value estimate must reflect the absorption period required to achieve stabilization. In addition, the cash flows must reflect lease-up costs, required tenant improvements and leasing commissions on all unleased areas.

Replacement Cost
The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost
The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, super-adequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion
A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate
The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease
An agreement in which the lessee (i.e., the tenant) leases part or all of the property to another party and thereby becomes a lessor. (Dictionary)

Subordination
A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Substantial Completion
Generally used in reference to the construction of tenant improvements (TIs). The tenant's premises are typically deemed to be substantially completed when all of the TIs for the premises have been completed in accordance with the plans and specifications previously approved by the tenant. Sometimes used to define the commencement date of a lease.

Surplus Land
Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease
A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area
The measured area of an office area, store area or building common area on a floor. The total of all the usable areas or a floor shall equal floor usable area of that same floor. The amount of floor usable area can vary over the life of a building as corridors expand and contract and as floors are remodeled. (BOMA)

Value-in-Use
The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

Qualifications



Qualifications of John D. Penner, Jr.
Staff Appraiser

Independent Valuations for a Variable World

State Certifications
Certified General Appraiser
State of California
(AG3009243)

Education
B.A. - Music Composition and Psychology, with high honors
Point Loma Nazarene University

M.S. - Clinical Psychology, California State University Fullerton *(All coursework but thesis)*

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Valbridge Property Advisors is the largest Commercial Appraisal Company in the United States with over 80 offices nationwide.

Membership/Affiliations:
Appraisal Institute – Candidate for Designation
IRWA – International Right of Way Association

Appraisal Related Coursework:
Appraisal Principles, Appraisal Procedures, National Uniform Standards of Appraisal Practice (USPAP), Report Writing and Case Studies, Market Analysis and Highest and Best Use, Sales Comparison Approach, Income Approach, Site Valuation and Cost Approach Statistics, Modeling and Finance, Advanced Statistics, Research Design, Structural Equation Modeling

Experience:
APPRAISER: VALBRIDGE PROPERTY ADVISORS, 2015 - Present
Perform valuation and advising for commercial real estate with specialties in portfolio valuation, development, investment property, eminant domain, and specialty property uses.

INVESTOR: SELF-MANAGED PRIVATE WEALTH, 2013 - Present
Manage a portfolio focused on bitcoin, quantitative investing and trading, real assets, commodities, private lending, and equity long/short.

MENTAL HEALTH SERVICES PROVIDER: VARIOUS ORGANIZATIONS, 2011 - 2015
Provide therapy and mental health care services at South Coast Community Services, ACES, and The Gary Center.

Academic Research Publications:
A study of psychological pain in substance use disorder and its relationship to treatment outcome. PLoS ONE 14(11): e021626, November 7, 2019

Women's Representation in 60 Occupations from 1972 to 2010: More Women in High-Status Jobs, Few Women in Things-Oriented Jobs
PLoS ONE 9(5): e95960, May 2, 2014

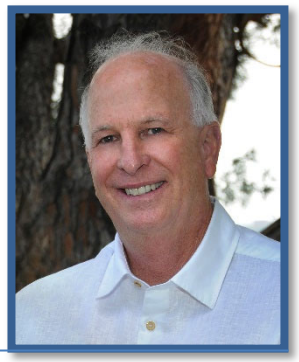
Scope of Work:
Types of properties appraised include:

High and Low Rise Office, Medical & Dental Offices, Neighborhood Centers, Strip Retail Centers, Restaurants, Mixed Use, Vacant Land, Market Studies, Manufacturing Facilities, Warehouses, R&D Buildings, Business Parks, Multi-Tenant Industrial, School Use, Apartment Projects, Single Family, Condemnation, Special Use Properties

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Qualifications of John D. Penner, MAI
Senior Managing Director – Orange County, CA
National Director – Fractional Interest Valuation

Independent Valuations for a Variable World



State Certifications
Certified General Appraiser
State of California (AG001720)

Education
B.S. - Business Administration
Finance & Investments
San Diego State University

Publications - Author
Penner Expense Guides:
1) Office/Medical
2) Retail
3) Industrial
4) Multi-family/Apartment

Qualified
Expert Witness:
Superior & Bankruptcy Court
for Orange, Los Angeles,
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Cash Flow Forecast: ARGUS

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Appraisal Institute – Volunteer of Distinction (2016)
Member: Lambda Alpha International (LAI) – Land Economics Society
Member: International Right of Way Association (IRWA)
Valuation Specialist – Orange County Estate Planning Council
Urban Land Institute – Certificate in Real Estate Development
Founding Board of Directors Member – Valbridge Property Advisors

Experience:
SENIOR MANAGING DIRECTOR/OWNER, 1991-Present
This firm performs valuation and advising for commercial real estate with a specialty in medical office, and industrial properties. Mr. Penner has over 40 years of experience in the Southern California region and has completed assignments in many areas of the United States.

SENIOR APPRAISER: T.L. YATES & ASSOCIATES, 1990–1991
Work included narrative appraisals of proposed, existing and problem properties located in the markets of Southern California and Arizona.

SENIOR APPRAISER/ANALYST: HOME SAVINGS OF AMERICA, 1983–1990
Work included valuation of residential and commercial properties located throughout Southern California, Northern California, Arizona, Texas, Florida and New York. Specific responsibilities included the appraisal of problem properties, market studies, feasibility, and portfolio analysis.

Scope of Work:
Work includes the appraisal and/or consultation of reports for acquisition, sale, refinance, estate, development, condemnation, fractional interest and court testimony purposes. Typical clients served are financial institutions, investors, developers, legal firms, and governmental. Types of properties appraised include:

High and Low Rise Office
Corporate Headquarters
Regional Shopping Malls
Strip Retail Centers
Mixed Use
Vacant Land
Manufacturing Facilities
R&D Buildings
Mini-Warehouse
Apartments
Medical & Dental Offices
Office Condominiums
Neighborhood Centers
Restaurants
Bank Branches
Market Studies
Warehouses
Business Parks
Multi-Tenant Industrial
Single Family Residences

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FAST FACTS

COMPANY INFORMATION

mmercial property valuation and advisory service firm in North America.

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- Total number of staff (675+ strong)
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a senior managing director who holds the MAI designation of the Appraisal Institute.
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Summary Statement

The following is a summary statement of an appraisal relating to the purchase of real property or an interest therein.

Basis of Fair Market Value

The fair market value for the property to be acquired is based upon an appraisal, prepared in accordance with accepted appraisal principles and methodologies (see attached Definitions) and by a certified general real estate appraisal. Per the definition of market value for eminent domain purposes in the CA code of civil procedure, any increase or decrease in the fair market value of the subject property as of the date of value caused by the public improvement for which such property is being acquired has been disregarded in determining Just Compensation.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 334-011-36 located in the City of Yorba Linda, County of Orange with an address of 4011 Winterhaven Street, Yorba Linda, Orange County, California 92886. The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The proposed easements are within existing flood control easement areas. Subject Larger Parcel

Condemnation Analysis

Acquisition Summary

The subject property larger parcel is a single family home on a suburban residential tract. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 0.38 acres or 16,583 square feet with a usable area of 15,246 square feet. The subject project will use a 498.95 square foot permanent bridge construction easement and a 1,337.01 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $990,000 or **$65.00** per square foot.

Appraisal Methodology

There are three recognized methods employed when valuing real property: (1) the Sales Comparison Approach, (2) the Income Approach, and (3) the Cost Approach. All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client.

When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Subject Larger Parcel

Sales Comparison Approach

The Sales Comparison Approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently or are available for purchase. One premise of the Sales Comparison Approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that causes real estate prices to vary.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	11/17/23	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Single Family Home	Horse Stable	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	4011 Winterhaven Street	5641 LakeView Avenue	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Yorba Linda	Yorba Linda	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	334-011-36	343-29-112	122-781-73	4 Parcels	070-741-01	167-551-23 & 24	133-183-55 to 58
Gross Acres	0.38 ac	0.52 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	15,246 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$925,000	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$40.95	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Expenditures after Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.38 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*4011 Winterhaven Street Yorba Linda*	*5641 LakeView Avenue Yorba Linda*	*8572 Talbert Avenue Fountain*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		-	Sl. Superior	-	Inferior	Sl. Superior	Sl. Inferior
Size	15,246 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		Sl. Inferior	Inferior	Sl. Inferior	Inferior	Inferior	Inferior
Shape/Depth	*Slightly Irregular*	*Rectangular*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Sl. Superior	Sl. Superior	Sl. Superior	-	Sl. Superior	Sl. Superior
Topography	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		-	-	-	-	-	-
Zoning	*R-S*	*R-E*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	*10,000*	*15000*	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*3*	*1.8*	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Far Inferior	-	Superior	Superior	Superior	Superior
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*Stable*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		Sl. Inferior	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Net Physical Adjustment		Inferior	Similar	Superior	Sl. Inferior	Sl. Superior	Sl. Superior
Adjusted Sale Price per Gross Square Foot		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore no sales conditions adjustments were needed.

An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as a recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property. Over the past 18 months single family home prices have declined slightly and then recovered to new highs. Prices for low density mult-family have remained mostly flat in the same period. Residential land sales occur to infrequently to infer a specific trend that is appropriate and applicable for each sale comparable. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California.

As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for single family and low-density residential uses. There is a paucity of recent transactions in comparable locations for a market that is near fully built up. Therefore, we selected from sales of any type of land with a low-density residential zoning to bracket a value for the subject's underlying land. Each of the sale transactions with the exception of Sale 1 come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No.1

Land sale no. 1 is located southeast of the subject, at 5641 LakeView Avenue, in the City of Yorba Linda. The sale price for this property was $925,000 which equates to $40.95 per square foot. The property is larger in size and located on a rectangular lot, the zoning only allows a density of 1.8 units per acre with a minimum lot of 15,000 square feet and as a result is unlikely to allow furth subdivision without special permission. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$40.95** per square foot.

Land Sale No.2

Land sale no. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is inferior in larger size. Although the property allows greater density, the property is zoned commercial professional with a residential overlay which may complicate the development process. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No.3

Land sale no. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property is slightly larger in size but is a superior shape and allows slightly greater subdivision. The property consisted of four individual uniform lots within an existing housing tract. Overall, this comparable was

considered superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No.4

Land sale no. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. It is also larger in size. It is similar in irregular shape to the subject and allows for greater density. This comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No.5

Land sale no. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It is inferior in size and sold with aged single family residential properties. The zoning allows greater density and potential density bonuses for townhome style or minimal setback individual lots. The property has sense been developed into 3 story townhomes. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No.6

Land sale no. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is larger in size and contains existing single family developments. The property is rectangular in shape and allows greater density. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale #	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Superior
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Slightly Superior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Slightly Superior
S	4011 Winterhaven Street	Yorba Linda	R-S	-	-	15,246	**$65.00**	-
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Similar
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Slightly Inferior
1	5641 LakeView Avenue	Yorba Linda	R-E	11/17/23	$925,000	22,590	$40.95	Inferior

Sales 1 and 3 were both recent transactions and located within the same city as the subject. Sale 3 represents the upper end with smaller lot sizes allowed and uniform lots, while Sale 1 would not allow any further subdivision of the lot. These local sales bracket the limits of the range of value. The remaining sales are from the Orange County area and provide a good indication of value for the

subject. Therefore, we have concluded a value near the middle of the market range at **$65.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	15,246
Indicated Value PSF	$65.00
Indicated Value	$990,990
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$990,000**

Condemnation Analysis

Description of the Part Taken: Permanent Bridge Easements

This project proposes to take a permanent bridge easement of 498.95 square feet located at the northwestern part of the site in two portions. Parcel A is a 118.34 square foot rectangular shaped taking at the northwestern corner of the site. Parcel B is a 380.61 square foot taking that runs along the flood channel access road near the eastern border of the flood channel easement (i.e. the subject's rear yard fending). Both items will be part of a single conveyance. Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area of the part taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Rear Flood Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions. Historically, the rear of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (2) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – Orange County Flood Control Easement Per 7738-900

This easement dated 9/24/1965 grants an "easement for right of ingress and egress, together with the right to grade, construct, and maintain, a roadway ramp in, over, upon, and across that certain real property". The permanent bridge easement is located withing this easement and the overlap of this easement on the subject is more or less equal to the TCE area.

1 - Additional OC Flood Control Easement TI38/900

Absent from the labeling in the plat map and the provided title litigation guarantee is the main flood control easement which has the same boundaries as easement 1. This easement is listed on the tract map with a book reference of TI83/900, though no digital copies were available to us. It is assumed that the language defining the rights of this easement is consistent with related easements along this flood control channel which detail "A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, inspect, maintain and repair a channel or channels ….. in, on, over, under and across that certain parcel." This easement was acquired by the US Government and later assigned to OC Flood Control District.

2 – Orange County Flood Control Easement Per 958-427

An easement to "ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM

KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER

THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental **purposes**" in the document recorded 9/15/1938. This easement is much wider and

encroaches into the backyard areas of the subject and adjacent single-family homes. The purpose of this easement is no longer needed with the construction of the Carbon Canyon Dam. It is unknown if the easement has been vacated, but public activity using it appears to have ceased and it is most likely vacated. Additionally, a similar easement on properties to the north was found to have been vacated. It is discussed here for informational purposes as it appears on the plat of the taking but does not affect the value conclusions.

3 – USA Flood Control Easement Per 5451-322

The proposed acquisitions fully are contained within this easement, which is rectangular and further extends east into the backyard of the home. This easement was recorded on September 22, 1960. It was obtained as part of the Carbon Canyon Dam project and does not currently appear to be in use. It is unknown whether this easement was vacated.

ANALYSIS OF THE PART TAKEN

THE PERMANENT BRIDGE EASEMENT IS WHOLLY WITHIN THE ORANGE COUNTY FLOOD CONTROL EASEMENT (1) AND THE ASSIGNED US GOVERNMENT EASEMENT. THE FEE RESIDENTIAL OWNER RETAINS OWNERSHIP OF THE GROSS LOT AND WOULD REVERT TO FEE OWNER WERE THIS EASEMENT TO EVER BE VACATED. THE FLOOD CHANNEL IS PART OF A NATURAL FORMER RIVER WASH AND CONNECTED TO A DAM AND IS UNLIKELY TO EVER BE VACATED. ADDITIONALLY, THE ACCESS AREA AT GOLDEN AVENUE WILL ALMOST CERTAINLY ALWAYS BE MAINTAINED. ANY SITE FENCING IMPROVEMENTS IMPACTED BY THIS TAKE WILL BE REPLACED OR PUT BACK IN A MANNER SIMILAR TO THEIR CURRENT STATE. THE TAKE AREAS CONSIST OF A PORTION IN THE NORTHWESTERN CORNER AND A STRIP JUST WEST OF THE BOUNDARY OF THE FLOOD CONTROL EASEMENT (I.E. THE SUBJECT'S REAR YARD FENCING). IT IS OUR UNDERSTANDING THAT THE PURPOSE OF THIS STRIP ALONG THE EASEMENT BOUNDARY WILL BE TO CONSTRUCT A DRAINAGE CHANNEL ALONG THE ROAD ACCESS AS PART OF THE BRIDGE PROJECT.

THE TERMS OF THE EASEMENT ARE "FOR PUBLIC STREET, PUBLIC UTILITIES PURPOSES, AND CONSTRUCTION, A RIGHT-OF-WAY EASEMENT IN, OVER, UNDER, UPON, AND ACROSS." THIS WOULD CONSTITUTE A FULL 100% TAKING OF PROPERTY RIGHTS. CONSIDERING THE FLOOD CONTROL EASEMENTS DESCRIBED ABOVE, THE ENTIRE BUNDLE OF RIGHTS ASSOCIATED WITH UNDERLYING FEE OWNERSHIP OF THE REAR PORTION OF THE SUBJECT PARCEL HAS ALREADY BEEN ACQUIRED AND COMPENSATED FOR BY THE PRIOR FLOOD CONTROL EASEMENTS. MARKETING OF THE IMPROVED PROPERTY DOES NOT INCLUDE THIS AREA AS USABLE LAND. HOWEVER, THE EXISTING EASEMENTS ARE FOR FLOOD CHANNEL PURPOSES, WHILE THE PROPOSED ACQUISITION IS FOR A BRIDGE EASEMENT AND ASSOCIATED DRAINAGE TO THE CHANNEL. AS A PARTIAL TAKE OF A PORTION OF THE SUBJECT PROPERTY WITH MINIMAL REMAINING BUNDLE OF RIGHTS AND USEABILITY BY THE FEE OWNER, WE HAVE USED A RATE OF 5% OF THE FULL FEE VALUE. IN OTHER WORDS, THE PROPOSED PERMANENT BRIDGE EASEMENT ACQUISITION REPRESENTS A 100% TAKING OF THE REMAINING 5% PROPERTY. IN THE LAND SALES ANALYSIS, A VALUE INDICATOR OF $65.00 PER SQUARE FOOT IS ATTRIBUTED TO THE LAND AREA FOR THE LARGER PARCEL. THE PART TO BE TAKEN IS 498.95 SQUARE FEET FOR THE DEVELOPMENT OF A BRIDGE CONSTRUCTION EASEMENT. THEREFORE, UTILIZING A RATE OF 5% REMAINING PROPERTY RIGHTS RESULTS IN A VALUE CONCLUSION FOR THE PORTION OF THE SUBJECT ACQUIRED FOR PERMANENT BRIDGE EASEMENT OF $1,622. THIS CALCULATION IS SHOWN IN THE TABLE BELOW.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-011-36	498.95 SF	$65.00	5%	$1,622

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: Temporary Construction Easement

This project proposes to take a temporary construction easement (TCE) of 1,337.01 square feet that is located at the western boundary of the subject. The triangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 10.11 FEET;

THENCE SOUTH 6°07'51" WEST, A DISTANCE OF 10.23 FEET;

THENCE SOUTH 10°13'03" WEST, A DISTANCE OF 1.91 FEET;

THENCE SOUTH 78°22'47" WEST, A DISTANCE OF 7.98 FEET TO SAID EASTERLY LINE OF SAID RANCHO AND THE WESTERLY LINE OF SAID LOT 2;

THENCE ALONG SAID EASTERLY AND WESTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 14.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 118.34 SF MORE OR LESS.

PARCEL "B"
A STRIP OF LAND 5.00 FEET IN WIDTH, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 19.33 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 3°27'35" WEST, A DISTANCE OF 3.07 FEET;

THENCE SOUTH 8°27'35" WEST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 11°13'15" WEST, A DISTANCE OF 68.95 FEET TO THE SOUTHERLY LINE OF SAID LOT 2.

Cont. Legal Description – Permanent Construction Easement

THE SIDELINES OF SAID STRIP OF LANS SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF SAID LOT 2 AND END AT THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2.

CONTAINS 380.61 SF MORE OR LESS.

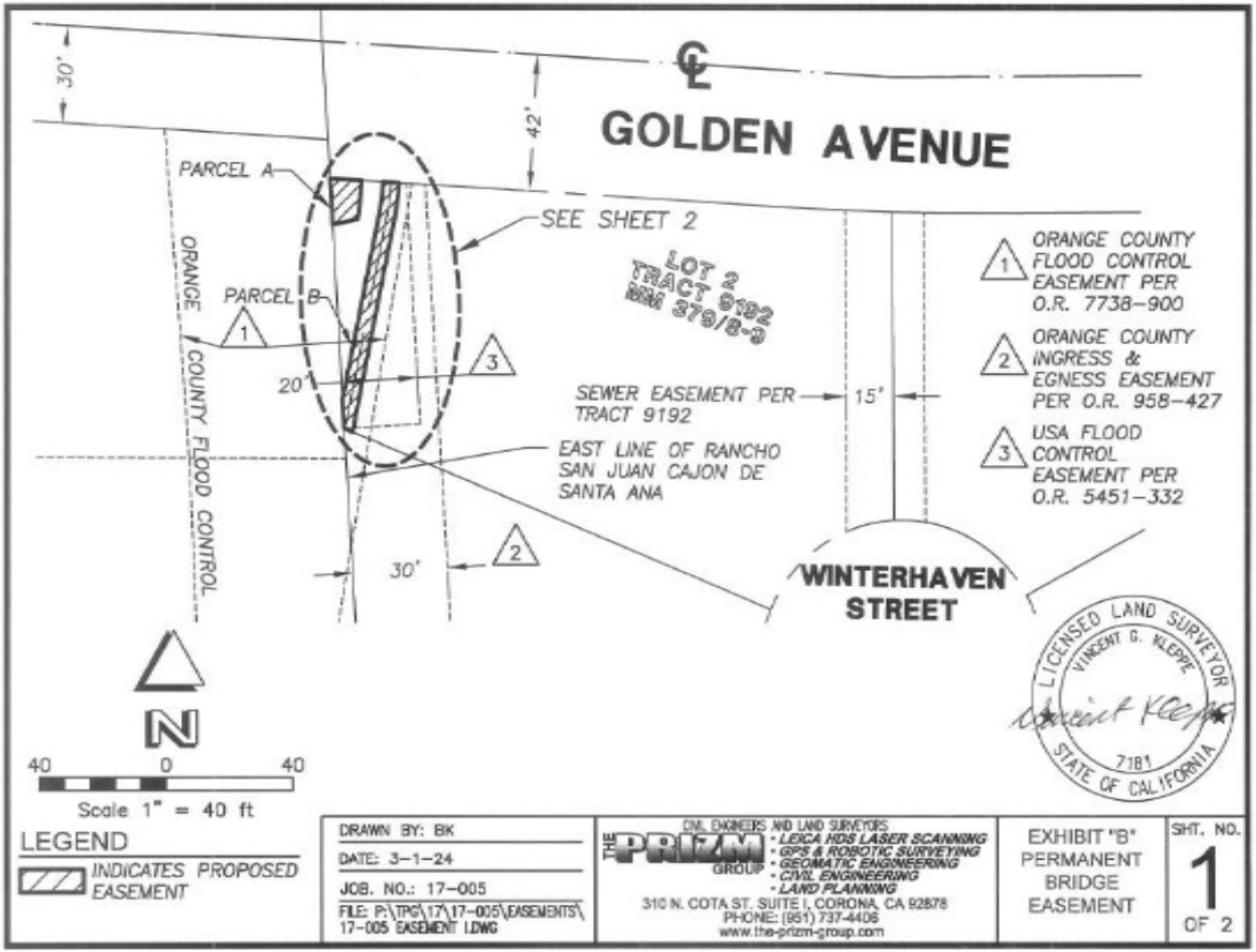
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

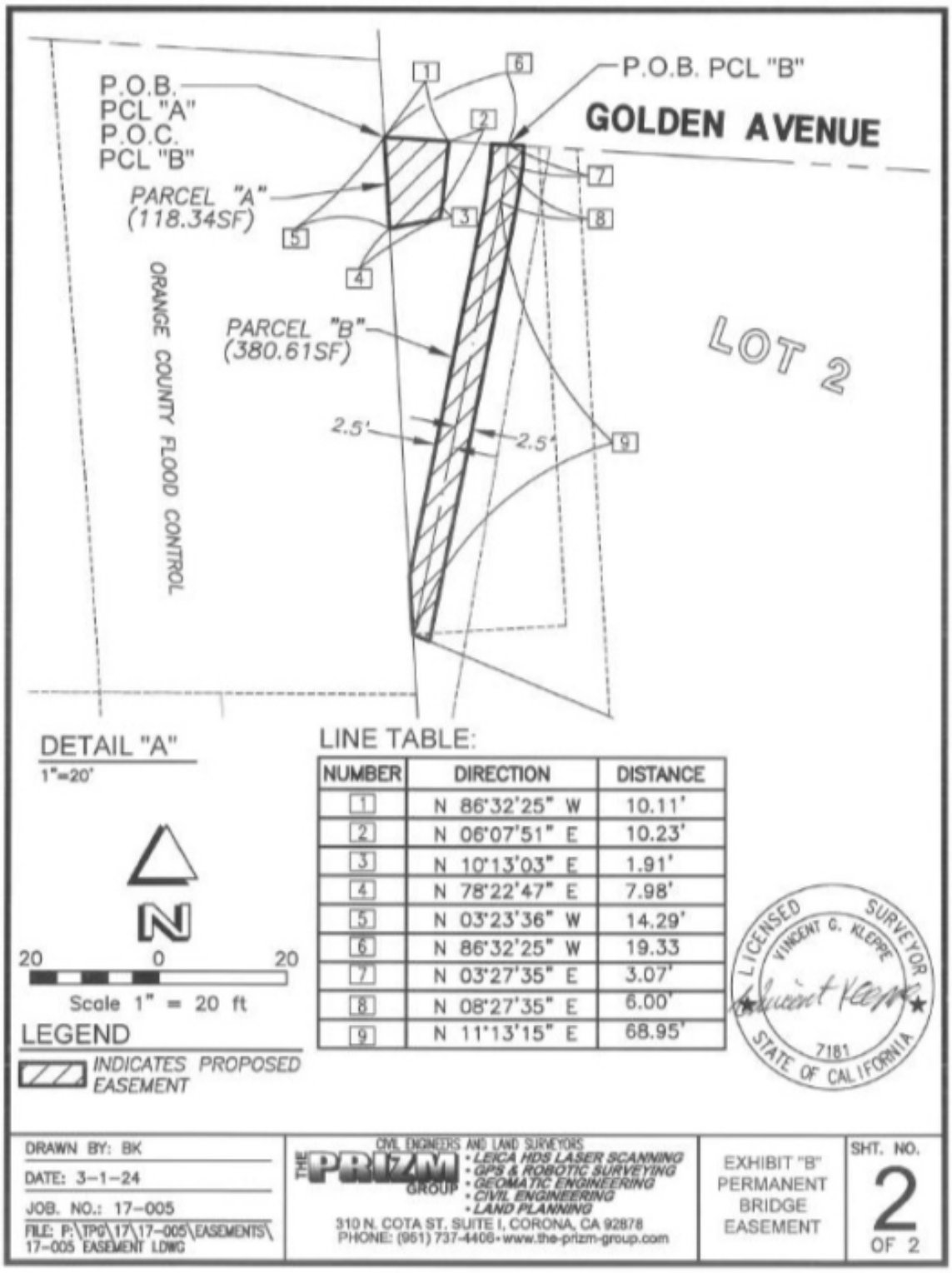
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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Plat Map: Permanent Bridge Easement


GOLDEN AVENUE
30'
42'
PARCEL A
PARCEL B
SEE SHEET 2
LOT 2
TRACT 9192
MM 378/8-9
ORANGE COUNTY FLOOD CONTROL
20'
SEWER EASEMENT PER TRACT 9192
15'
EAST LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA
30'
WINTERHAVEN STREET
1 ORANGE COUNTY FLOOD CONTROL EASEMENT PER O.R. 7738-900
2 ORANGE COUNTY INGRESS & EGNESS EASEMENT PER O.R. 958-427
3 USA FLOOD CONTROL EASEMENT PER O.R. 5451-332
N
40 0 40
Scale 1" = 40 ft
LEGEND
INDICATES PROPOSED EASEMENT
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA
DRAWN BY: BK
DATE: 3-1-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT 1.DWG
CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406
www.the-prizm-group.com
EXHIBIT "B"
PERMANENT BRIDGE EASEMENT
SHT. NO. 1 OF 2

Cont. Plat Map – Permanent Construction Easement



Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 25.95 FEET TO THE EASTERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED IN BOOK 7738, PAGE 900, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 80.55 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING LOCATE SOUTH 67°24'57" EAST ALONG SAID LINE, A DISTANCE OF 8.52 FEET FROM THE SOUTHWESTERLY CORNER THEROF;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 67°24'57" WEST, A DISTANCE OF 8.52 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF SAID RANCHO;

THENCE ALONG SAID WESTERLY LINE AND SAID RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 77.86 FEET TO THE **POINT OF BEGINNING**.

LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

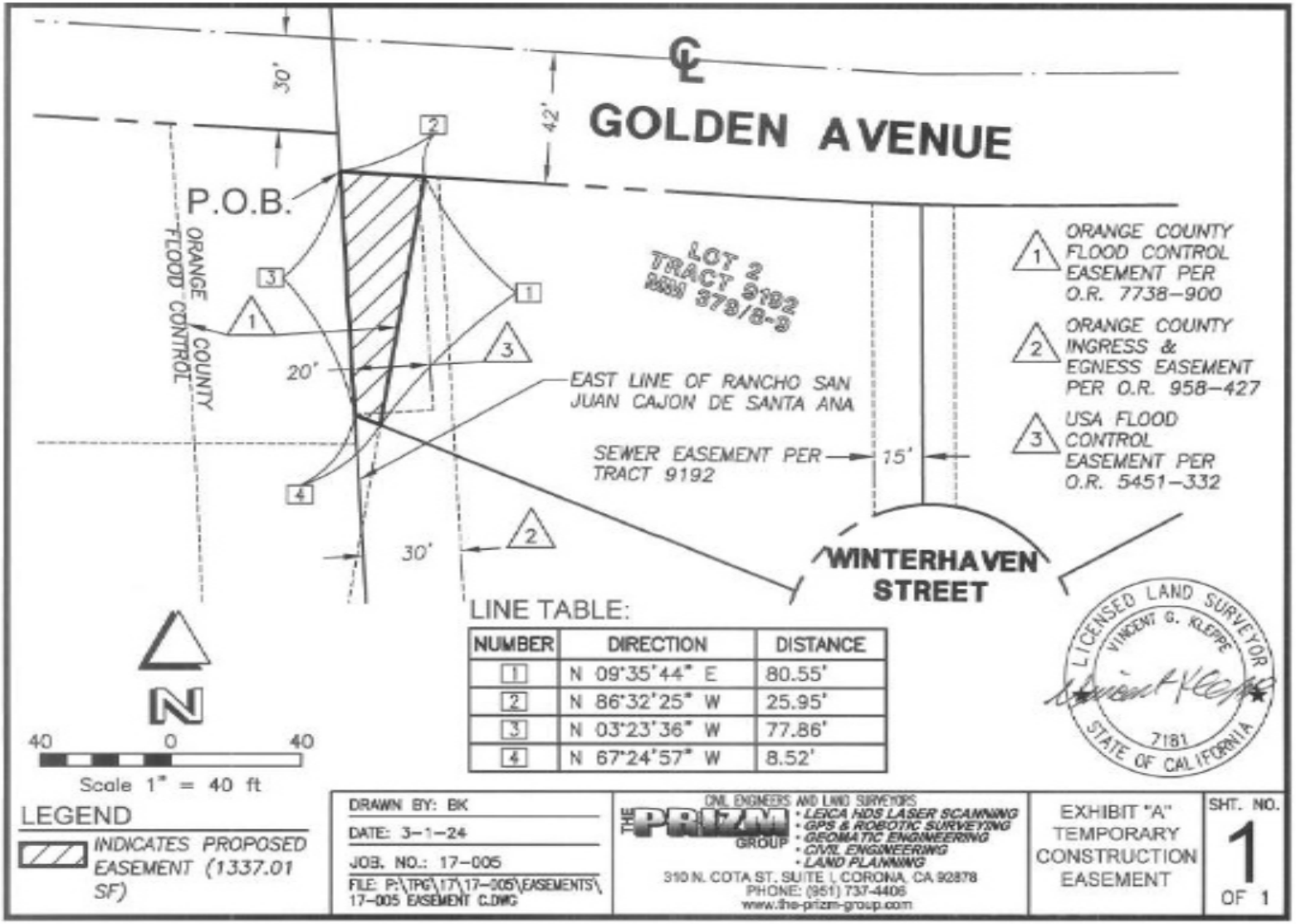
CONTAINS 1,337.01 SF (0.03 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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Plat Map: Temporary Construction Easement


GOLDEN AVENUE
P.O.B.
30'
42'
20'
30'
15'
ORANGE COUNTY FLOOD CONTROL
LOT 2 TRACT 9192 M.M. 378/8-9
EAST LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA
SEWER EASEMENT PER TRACT 9192
WINTERHAVEN STREET
1 ORANGE COUNTY FLOOD CONTROL EASEMENT PER O.R. 7738-900
2 ORANGE COUNTY INGRESS & EGNESS EASEMENT PER O.R. 958-427
3 USA FLOOD CONTROL EASEMENT PER O.R. 5451-332
LINE TABLE:
NUMBER | DIRECTION | DISTANCE
1 | N 09°35'44" E | 80.55'
2 | N 86°32'25" W | 25.95'
3 | N 03°23'36" W | 77.86'
4 | N 67°24'57" W | 8.52'
N
40 0 40
Scale 1" = 40 ft
LEGEND
INDICATES PROPOSED EASEMENT (1337.01 SF)
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA
DRAWN BY: BK
DATE: 3-1-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT C.DWG
THE PRIZM GROUP
CIVIL ENGINEERS AND LAND SURVEYORS
• LEICA HDS LASER SCANNING
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EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
SHT. NO. 1 OF 1

Photographs of Proposed Acquisitions



VIEW OF EASEMENT Areas along access road looking south

The temporary construction easement is the full area up to the fencing on the left. The property line on the right is not fully delineated and occurs at the edge of the asphalt road / fencing and traverses to the middle of the access road as it heads southward. Parcel B of the permanent bridge easement is located in within the asphalt paved access road.



VIEW OF easement Areas from road (Golden Avenue)

Parcel A of the permanent Bridge Easement is located on the nearest right corner of this asphalt paved road.



VIEW OF existing Bridge looking West (subject located left)

Condemnation Analysis

Acquisition Summary

The subject property larger parcel is a single family home on a suburban residential tract. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 0.38 acres or 16,583 square feet with a usable area of 15,246 square feet. The subject project will use a 498.95 square foot permanent bridge construction easement and a 1,337.01 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $990,000 or **$65.00** per square foot.

Description of the Part Taken: Permanent Bridge Easements

This project proposes to take a permanent bridge easement of 498.95 square feet located at the northwestern part of the site in two portions. Parcel A is a 118.34 square foot rectangular shaped taking at the northwestern corner of the site. Parcel B is a 380.61 square foot taking that runs along the flood channel access road near the eastern border of the flood channel easement (i.e. the subject's rear yard fending). Both items will be part of a single conveyance. Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area of the part taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Rear Flood Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions. Historically, the rear of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (2) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – Orange County Flood Control Easement Per 7738-900

This easement dated 9/24/1965 grants an "easement for right of ingress and egress, together with the right to grade, construct, and maintain, a roadway ramp in, over, upon, and across that certain real property". The permanent bridge easement is located withing this easement and the overlap of this easement on the subject is more or less equal to the TCE area.

1 - Additional OC Flood Control Easement TI38/900

Absent from the labeling in the plat map and the provided title litigation guarantee is the main flood control easement which has the same boundaries as easement 1. This easement is listed on the tract map with a book reference of TI83/900, though no digital copies were available to us. It is assumed that the language defining the rights of this easement is consistent with related easements along this flood control channel which detail "A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, inspect, maintain and repair a

channel or channels ….. in, on, over, under and across that certain parcel." This easement was acquired by the US Government and later assigned to OC Flood Control District.

2 – Orange County Flood Control Easement Per 958-427

An easement to "ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes" in the document recorded 9/15/1938. This easement is much wider and encroaches into the backyard areas of the subject and adjacent single-family homes. The purpose of this easement is no longer needed with the construction of the Carbon Canyon Dam. It is unknown if the easement has been vacated, but public activity using it appears to have ceased and it is most likely vacated. Additionally, a similar easement on properties to the north was found to have been vacated. It is discussed here for informational purposes as it appears on the plat of the taking but does not affect the value conclusions.

3 – USA Flood Control Easement Per 5451-322

The proposed acquisitions fully are contained within this easement, which is rectangular and further extends east into the backyard of the home. This easement was recorded on September 22, 1960. It was obtained as part of the Carbon Canyon Dam project and does not currently appear to be in use. It is unknown whether this easement was vacated.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the assigned US government easement. The fee residential owner retains ownership of the gross lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a portion in the northwestern corner and a strip just west of the boundary of the flood control easement (i.e. the subject's rear yard fencing). It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. Marketing of the improved property does not include this area as usable land. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a 100% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $65.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 498.95 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% remaining property rights results in a value conclusion for the portion

of the subject acquired for permanent bridge easement of **$1,622**. This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-011-36	498.95 SF	$65.00	5%	$1,622

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: Temporary Construction Easement

This project proposes to take a temporary construction easement (TCE) of 1,337.01 square feet that is located at the western boundary of the subject. The triangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A"
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 10.11 FEET;

THENCE SOUTH 6°07'51" WEST, A DISTANCE OF 10.23 FEET;

THENCE SOUTH 10°13'03" WEST, A DISTANCE OF 1.91 FEET;

THENCE SOUTH 78°22'47" WEST, A DISTANCE OF 7.98 FEET TO SAID EASTERLY LINE OF SAID RANCHO AND THE WESTERLY LINE OF SAID LOT 2;

THENCE ALONG SAID EASTERLY AND WESTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 14.29 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 118.34 SF MORE OR LESS.

PARCEL "B"
A STRIP OF LAND 5.00 FEET IN WIDTH, THE CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 19.33 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 3°27'35" WEST, A DISTANCE OF 3.07 FEET;

THENCE SOUTH 8°27'35" WEST, A DISTANCE OF 6.00 FEET;

THENCE SOUTH 11°13'15" WEST, A DISTANCE OF 68.95 FEET TO THE SOUTHERLY LINE OF SAID LOT 2.

Cont. Legal Description – Permanent Construction Easement

THE SIDELINES OF SAID STRIP OF LANS SHALL BE LENGTHENED OR SHORTENED TO BEGIN AT THE NORTHERLY LINE OF SAID LOT 2 AND END AT THE WESTERLY AND SOUTHERLY LINES OF SAID LOT 2.

CONTAINS 380.61 SF MORE OR LESS.

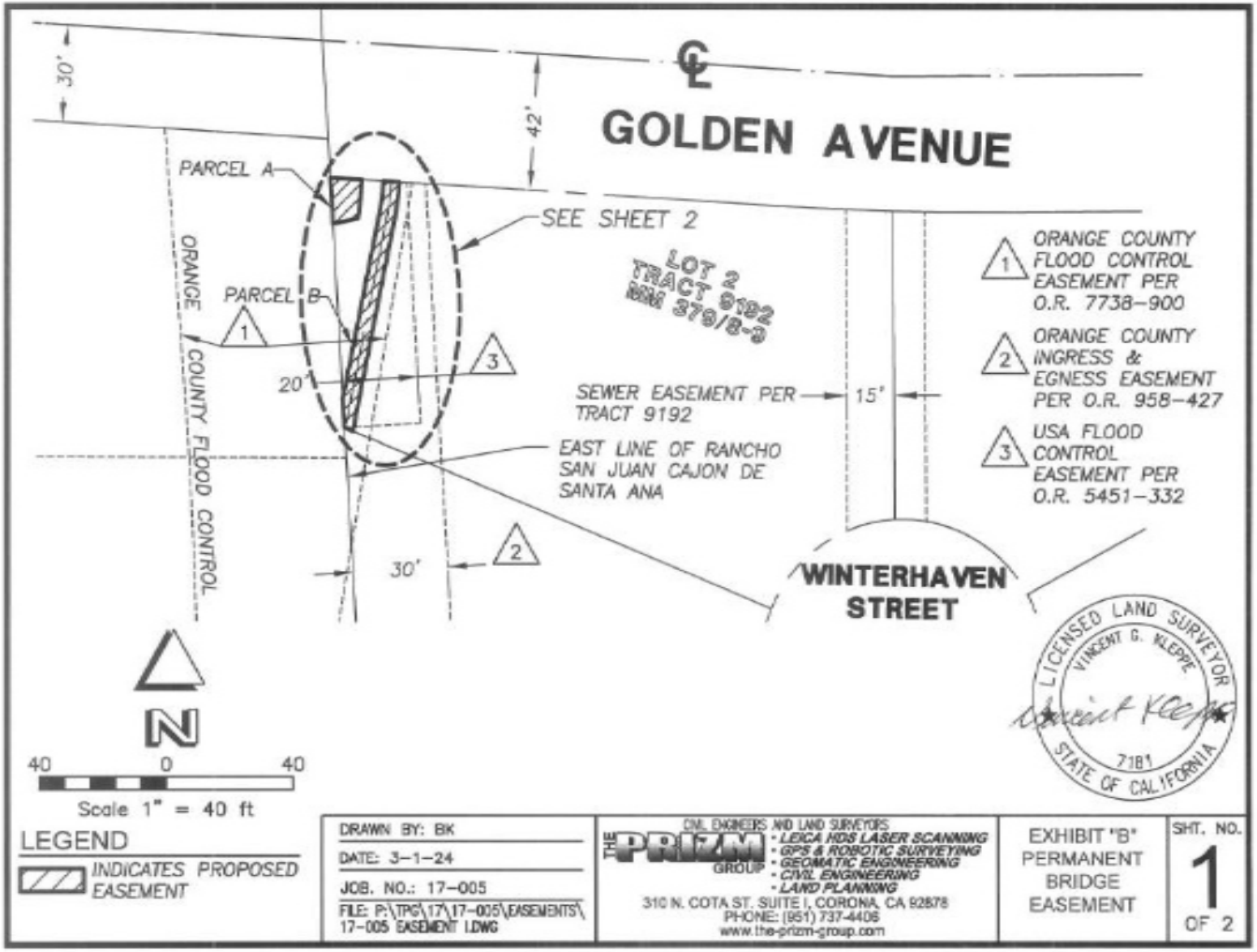
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

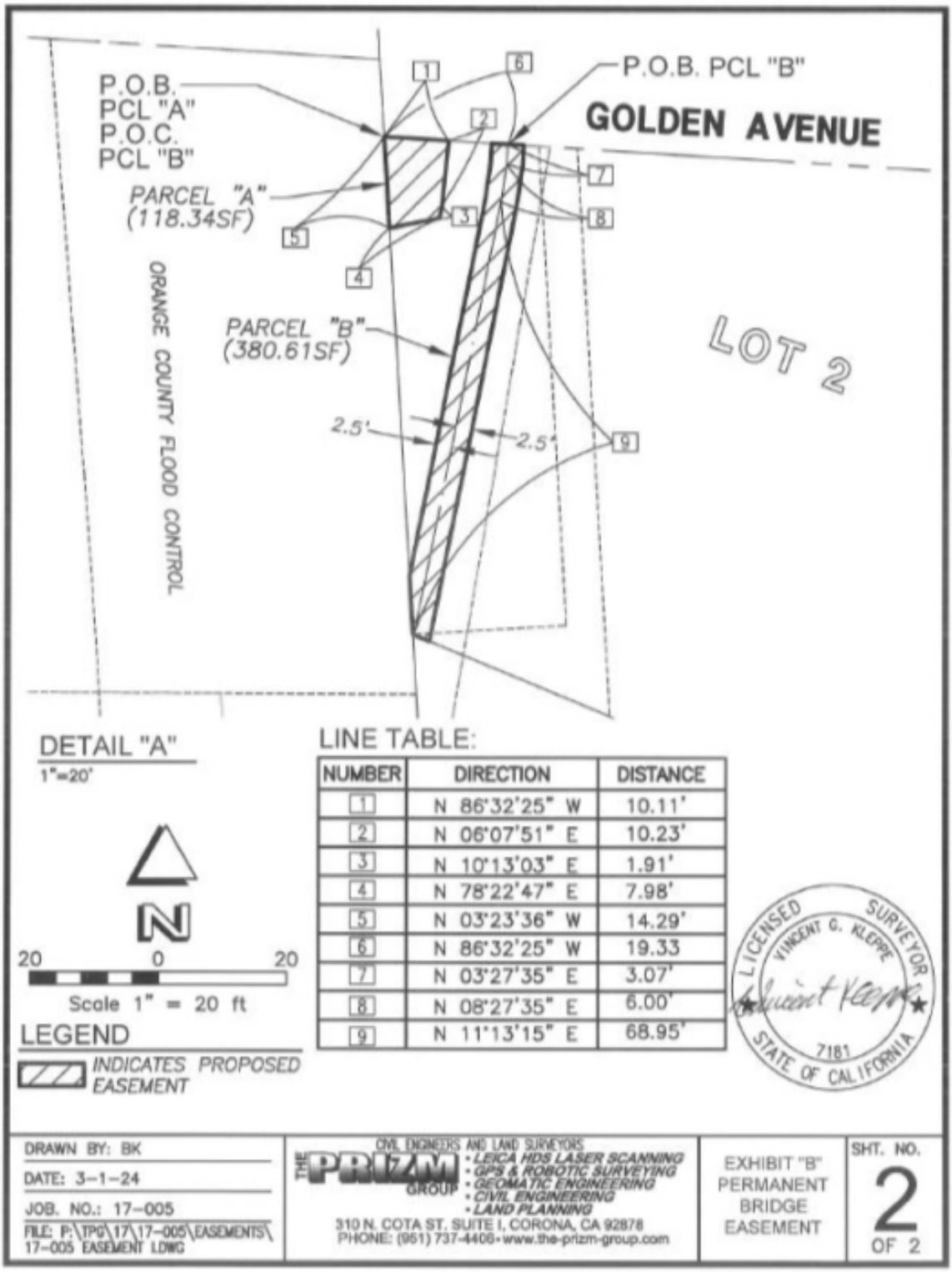
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: PERMANENT BRIDGE EASEMENT



Cont. Plat Map – Permanent Construction Easement



Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 2 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 42.00 FOOT HALF WIDTH STREET AND THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 2 AND SAID RIGHT OF WAY, SOUTH 86°32'25" EAST, A DISTANCE OF 25.95 FEET TO THE EASTERLY LINE OF THAT CERTAIN EASEMENT GRANTED TO ORANGE COUNTY FLOOD CONTROL DISTRICT PER DOCUMENT RECORDED IN BOOK 7738, PAGE 900, OFFICIAL RECORDS;

THENCE ALONG SAID EASTERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 80.55 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 2, SAID POINT ALSO BEING LOCATE SOUTH 67°24'57" EAST ALONG SAID LINE, A DISTANCE OF 8.52 FEET FROM THE SOUTHWESTERLY CORNER THEROF;

THENCE ALONG SAID SOUTHERLY LINE, NORTH 67°24'57" WEST, A DISTANCE OF 8.52 FEET TO THE SOUTHWESTERLY CORNER THEREOF, SAID CORNER ALSO BEING ON THE EASTERLY LINE OF SAID RANCHO;

THENCE ALONG SAID WESTERLY LINE AND SAID RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 77.86 FEET TO THE **POINT OF BEGINNING**.



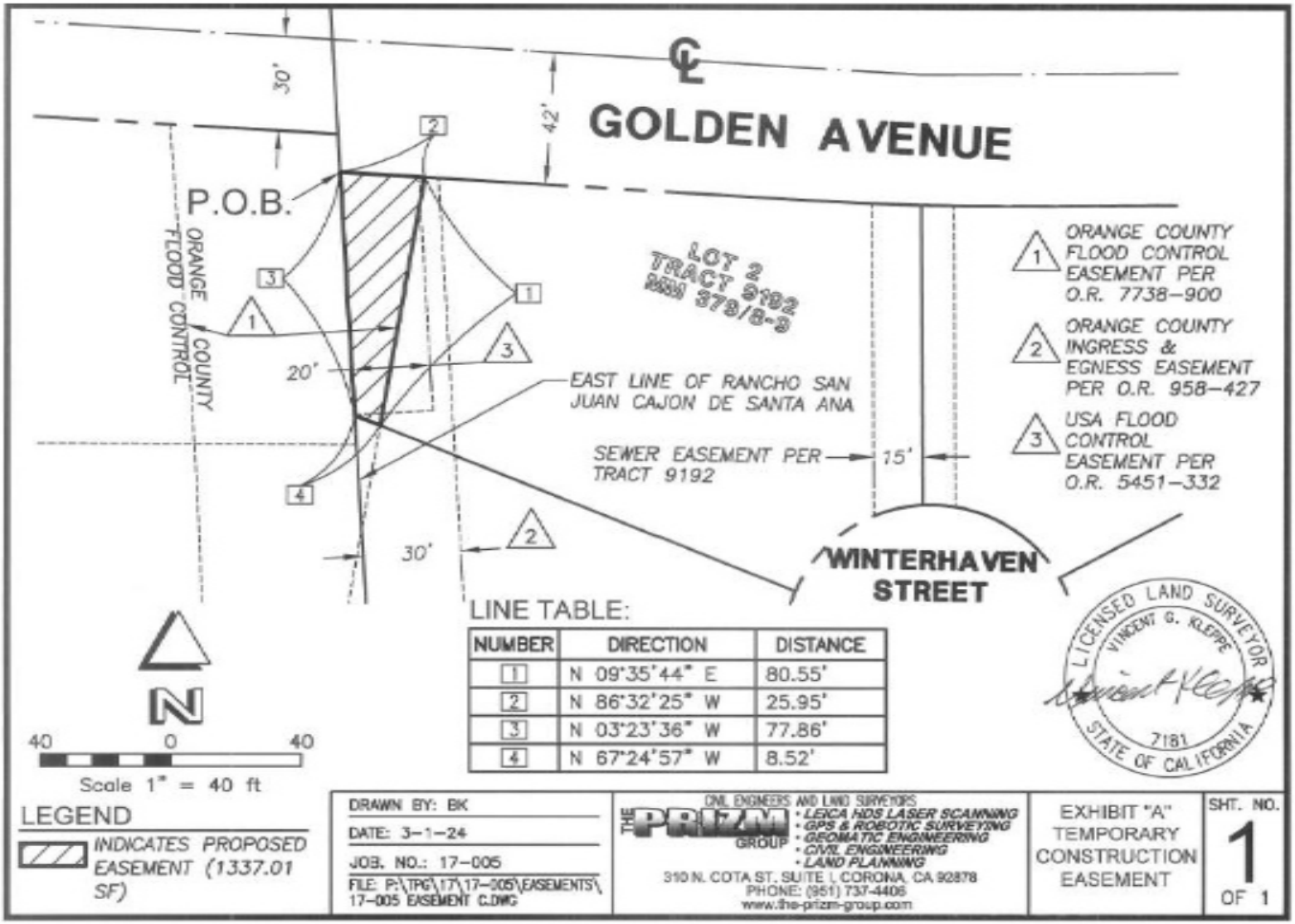
CONTAINS 1,337.01 SF (0.03 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: TEMPORARY CONSTRUCTION EASEMENT



Photographs of Proposed Acquisitions



VIEW OF EASEMENT AREAS ALONG ACCESS ROAD LOOKING SOUTH

The temporary construction easement is the full area up to the fencing on the left. The property line on the right is not fully delineated and occurs at the edge of the asphalt road / fencing and traverses to the middle of the access road as it heads southward. Parcel B of the permanent bridge easement is located in within the asphalt paved access road.



VIEW OF EASEMENT AREAS FROM ROAD (GOLDEN AVENUE)

Parcel A of the permanent Bridge Easement is located on the nearest right corner of this asphalt paved road.



VIEW OF EXISTING BRIDGE LOOKING WEST (SUBJECT LOCATED LEFT)

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion. Historical marketing of the subject property has given a site area of the usable area exclusive of the gross area that includes the flood control easement.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. All take areas are outside the physical improvement (fence/wall) of the property. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at $989,368. Our value conclusions are summarized in a table on the following page. It should be noted that the difference between the before and after condition is nominal and the calculation shown here is solely mathematical. Market value of the larger parcel and actions by buyers and sellers would reflect the net (usable) area of the site.

Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." The nominal valuation as defined by Cal-Trans was rounded at **$1,600** for the proposed permanent bridge easement and **$500** for the temporary construction easement.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$990,990	
Permanent Property Rights		
Value of Part Taken - Land (498.95 SF)	$1,622	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$1,622	$1,600 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$989,368	
Temporary Property Rights		
Temporary Construction Easement (1337.01 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$2,100 - Nominal**

Definitions

Market Value

"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable." [9]

Just Compensation

"In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniary as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value." [10]

Larger Parcel

"In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some states cases, however, contiguity is sometimes subordinated to unitary use." [11]

Partial Taking

"The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation." [12]

Remainder

"In eminent domain condemnation, that portion of the larger parcel the property remaining in the ownership of the property owner after a partial taking." [13]

[9] California Code of Civil Procedure, Section 1263.320
[10] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition
[11] Ibid
[12] Ibid
[13] Ibid

Damages

"In condemnation, the loss in value to the remainder in a partial taking of property. Generally the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently." [14]

Property Rights Appraised

A "fee simple estate" is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Tenants in Common

Title to property held by two or more persons, in which, each has an "undivided interest" in the property and have an equal right to use the property, even if the percentage interests are not equal or the living spaces are different sizes. There is no "right of survivorship" if one of the tenants dies, and each interest may be separately sold, mortgaged or willed to another.

[14] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015733**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015733**

Schedule A

File No.: 7015733

Guarantee No. 7015733 Amount of Liability: $2,500.00

Date of Guarantee:November 21, 2023 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   City of Placentia

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Yorba Linda, County of Orange, State of California, described as follows:

   LOT 2 OF TRACT 9192 IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK NO. 379, PAGES 8 AND 9, OF MISCELLANEOUS MAPS IN THE OFFICE OF COUNTY RECORDER OF SAID COUNTY.

   APN: 334-011-36

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      Gabriel John Aburto, A Married Man, as Sole and Separate Property, subject to exceptions no. 15

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015733**

File No.: 7015733

1. Intentionally Deleted

2. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$5,396.04, OPEN
Penalty:	$0.00
Second Installment:	$5,396.04, OPEN
Penalty:	$0.00
Tax Rate Area:	25-036
A. P. No.:	334-011-36

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Covenants, conditions and restrictions in the document recorded APRIL 25, 1914 in Book 251 of Deeds, Page 237, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document(s) declaring modifications thereof recorded JUNE 12, 1934 as BOOK 680, PAGE 263 of Official Records.

5. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description including but not limited to: SANITARY SEWER, WATER UTILITY and incidental purposes affecting said land.

6. Abutter's rights of ingress and egress to or from GOLDEN AVENUE, have been dedicated or relinquished on the filed Map.

7. An easement for ERECT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes in the document recorded SEPTEMBER 15, 1938 as BOOK 958, PAGE 427 of Official Records.

8. An easement for FLOOD CONTROL AND CHANNEL and incidental purposes in the document recorded as BOOK 5451, PAGE 332 of Official Records.

9. An easement for UNDERGROUND COMMUNICATION and incidental purposes in the document recorded as BOOK 11847, PAGE 566 of Official Records.

10. An easement for PIPELINES and incidental purposes in the document recorded as BOOK 11896, PAGE 1503 of Official Records.

11. An easement for public utilities and incidental purposes in the document recorded as BOOK 11902, PAGE 726 of Official Records.

12. An easement for TEMPORARY CONSTRUCTION AND ACCESS and incidental purposes in the document recorded JULY 07, 2020 as INSTRUMENT NO. 20-319632 of Official Records.

13. A deed of trust to secure an original indebtedness of $497,000.00 recorded APRIL 08, 2021 as INSTRUMENT NO. 21-239795 OF OFFICIAL RECORDS.

Dated:	JULY 09, 2020
Trustor:	GABRIEL JOHN ABURTO, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY
Trustee:	HEATHER LOVIER
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER:	QUICKEN LOANS. LLC

14. A federal tax lien in favor of the United States of America, recorded OCTOBER 11, 2023 as INSTRUMENT NO. 23-248039 of Official Records.

Serial No.:	480065723
Debtor:	GABRIEL J & ANA L ABURTO
Amount:	$77844.65, and any other amounts due thereunder.

15. The effect of a document entitled "QUIT CLAIM DEED", recorded NOVEMBER 21, 2023 as INSTRUMENT NO. 23-291202 of Official Records.

    THIS DOCUMENT IS BEING RECORDED TO ADD NOTARY ACKNOWLEDGEMENT TO THE PREVIOUSLY RECORDED DEED

16. Water rights, claims or title to water, whether or not shown by the Public Records.

First American Title™

First American Title Company
4 First American Way
Santa Ana, CA 92707

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 USC Sec. 2000d)*

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

> *"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any City of Placentia activity will be administered without regard to race, color, or national origin.

The City of Placentia will not tolerate discrimination by its employees or sub-recipients of Federal funds. The City of Placentia prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided

- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the City of Placentia will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations

- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the City of Placentia performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All City of Placentia employees, and its functional programs

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of the City of Placentia services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the City of Placentia. The address and telephone number of the office is:

City Hall
401 E. Chapman Avenue
Placentia, CA 92870

Phone: 714-993-8117

ACQUISITION HANDBOOK

City of Placentia

PLACENTIA
Rich Heritage, Bright Future

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WHY IS MY PROPERTY REQUIRED?

The City of Placentia , as the Lead Agency, has determined that an interest in your property may be required for construction and operation of the ATP Maricopa Highway Improvement Project ("Project").

WHAT RIGHT DOES THE CITY OF PLACENTIA HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another 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 by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by The City of Placentia City Council after a thorough review that includes public hearings to obtain the views of interested citizens.

If you have any questions about the Project or the possible selection of your property for acquisition, you should contact a representative of the City of Placentia .

HOW WILL THE CITY OF PLACENTIA DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the City of Placentia will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will prepare the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The City of Placentia is required to offer you "just compensation" for any rights needed on your property. This amount cannot be less than the fair market value of

your property, as determined by the City of Placentia on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

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 it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You should have been -- or will be -- contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that 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 prefer, you may designate a representative for this purpose.

ONCE THE CITY OF PLACENTIA DETERMINES THAT CERTAIN RIGHTS ON MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE CITY OF PLACENTIA GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and

- Possible project delays caused by factors outside the control of the City of Placentia .

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The City of Placentia will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. Whenever possible, the purchase offer will be personally delivered.

WHAT IS IN THE CITY OF PLACENTIA STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The City of Placentia statement of the basis for its determination of just compensation will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.
- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Placentia will pay for the actual reasonable costs up to $5,000 subject to the following conditions:

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the City of Placentia will not be a party to the contract.
- The appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the City of Placentia makes its offer to you, it will offer to pay you the reasonable cost, not to exceed $5,000, of the cost of your independent appraisal.
- Appraisal cost reimbursement requests should be made in writing and submitted to the City of Placentia . In order to verify the cost and reasonableness, copies of the appraisal contract (if a contract was made), and an invoice for the completed work by the appraiser should be provided to the City of Placentia concurrent with submission of the appraisal cost reimbursement request.

MUST I ACCEPT THE CITY OF PLACENTIA INITIAL OFFER?

NO. You are entitled to present 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 City of Placentia will make reasonable efforts to consider and respond to your evidence and suggestions. If justified by the available evidence, the City of Placentia may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with the City of Placentia . The City of Placentia is not responsible for paying the costs of any such representation.

IF I AGREE TO ACCEPT THE CITY OF PLACENTIA 'S OFFER, HOW SOON WILL I BE PAID?

If the parties reach an agreement for the purchase of your property and title to the property is free and clear, payment will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the City of Placentia signs the Purchase Agreement. If the title evidence indicates that further action is necessary to clear any liens or encumbrances or to demonstrate ownership, payment may be delayed until such issues are addressed.

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE CITY OF PLACENTIA ?

If you and the City of Placentia are unable to reach an agreement through negotiations, formal eminent domain (condemnation) proceedings to acquire the property may be instituted, or the City of Placentia may choose not to acquire the property. In the latter case, the City of Placentia will give you notice of its decision as provided by law.

WHAT HAPPENS IF MY PROPERTY IS CONDEMNED?

The power of eminent domain may only be exercised if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) an offer required by California Government Code section 7267.2 has been made to the owner of record or the offer has not been made because the owner cannot be located with reasonable diligence. Eminent domain proceedings are often referred to as condemnation actions. A condemnation action may only be filed after the adoption of a Resolution of Necessity by the condemning party's City of Placentia City Council. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming the above factors have been substantiated and determined, a condemnation suit can be filed.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The condemning party will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and condemning party have a constitutional right to have a jury determine the value of the property in question. If the owner and the condemning party decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows the City of Placentia to have the possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is

used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the City of Placentia must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the ability to challenge the authority's right to take the property, but does not waive the owner's right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the City of Placentia , you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and the City of Placentia enter into an agreement for sale of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the City of Placentia .
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the City of Placentia acquires your property.

Escrow or the City of Placentia will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the City of Placentia after the acquisition.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the City of Placentia .

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by the City of Placentia . If you wish to keep any of the improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), the City of Placentia will deduct 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.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE CITY OF PLACENTIA ACQUIRE 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 must be paid for the loss in value (offset by any benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the City of Placentia will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO THE CITY OF PLACENTIA AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the City of Placentia on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

Many of the property acquisitions required for this project will not require relocation of businesses or residences. Any requirement for relocation will be expressly written in the offer to purchase.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the court issues an order of possession. Before such an order can be issued, the estimated fair market value of the property must be deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by the City of Placentia does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel. A copy of sections of the California Code of Civil Procedure relating to such claim for loss of goodwill is also enclosed for your information on page 8 of this brochure.

I AM A VETERAN, HOW ABOUT MY GI LOAN?

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

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when the City of Placentia acquires real property by condemnation or under the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

WHAT IF I HAVE OTHER QUESTIONS ABOUT THE PROCESS?

Contact the right of way acquisition firm listed on your Notice of Decision to Appraise letter. They will answer your questions and provide any needed additional information.

LOSS OF BUSINESS GOODWILL
CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510 - 1263.530

1263.510. (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.
(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.
(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

1263.520. The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents, papers, books, and accounts.

1263.530. Nothing in this article is intended to deal with compensation for inverse condemnation claims for temporary interference with or interruption of business.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF PLACENTIA
GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
APN: 334-011-35

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN(s): 334-011-35. Upon receipt, please sign below and return to Christine Wasfi at cwasfi@epicland.com.

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

The offer package received contained the following items:

1. Offer Letter
2. Agreement of Purchase and Sale and Joint Escrow Instructions
3. Easement Deed and Legal Description and Plat
4. Temporary Construction Easement Deed and Legal Description and Plat
5. Summary Statement Relating to the Purchase of Real Property or an Interest Therein
6. Appraisal Report
7. Litigation Guarantee
8. Your Rights Under Title VI Brochure
9. Acquisition Handbook
10. W-9 Request for Taxpayer ID

Recipient Name (please print)	Recipient Signature	Date
( )	( )	
Phone	Cell	E-Mail (optional)

Best time to call: _____

☐ The mailing address is correct as sent/ received

☐ Please update the mailing address as follows:

_____

_____

Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(310) 626-4848
epicland.com

Just Compensation Recommendation

Project	Golden Avenue Bridge Replacement Project
APNs	334-011-35
Interest Appraised	13.36 SF, Permanent Easement Interest
	141.3 SF, Temporary Construction Easement Interest
Date of Value	April 2, 2024
Appraised Value	$1,000.00

In accordance with the acquisition of the subject property, the following actions have been undertaken in conformity with *49 CFR Part 24* "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs" and Caltrans Right of Way Procedures Manual:

1. Performed a fee appraisal to ascertain Fair Market Value prepared by Valbridge Property Advisors.
2. A formal review of the appraisal was prepared by CBRE, Valuation & Advisory Services to certify the appraisal of Fair Market Value.

49 CFR Part 24, Subpart B Section 24.102(d) states that before the initiation of negotiations, the Agency shall establish an amount which it believes is Just Compensation for the real property. The amount shall not be less than the approved appraisal of the Fair Market Value of the property, taking into account the value of allowable damages or benefits to any remaining property.

An Agency official must establish the amount believed to be just compensation. Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be Just Compensation. Fair Market Value as per California Code of Civil Procedure section 1263.320 is defined as the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

We hereby recommend that the value of $1,000.00 (One Thousand Dollars and No Cents), based upon the fee appraisal prepared by Valbridge Property Advisors to be determined to be the probable amount of Just Compensation by the City of Placentia.

Recommended for Approval:

Date: *November 4, 2024*

Tyler Kelleher

By: ***Tyler Kelleher***
Project Manager
Epic Land Solutions, Inc.

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

CITY OF PLACENTIA

Just Compensation Approval

Based upon (1) the Fee Appraisal dated October 21, 2024, prepared by Valbridge Property Advisors (2) Appraisal Review dated October 31, 2024, prepared by CBRE, Valuation & Advisory Services; and (3) Authority staff recommendation, the amount of just compensation for the purchase of Assessor Parcel No. 334-011-35 is set at $1,000.00 (Dollars and No Cents).

City of Placentia

Date: _____

By: _____

Name:

Title:

The People are the City

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

November 21, 2024

Hand Delivered or Sent Via Certified USPS Mail

John and Allison Gaddis
4021 Winterhaven St
Yorba Linda, CA 92886

RE: Offer to Purchase Real Property Pursuant to Government Code §§ 7267.1 and 7267.2(a)
City of Placentia – Golden Avenue Bridge Replacement Project
Site Address: 4021 Winterhaven Street Yorba Linda, CA 92886
Assessor's Parcel Number: 334-011-35
Federal Aid Project #BRL-5269(025)

Dear Property Owner:

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project ("Project") which is a federally funded project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

The Proposed Project will require the acquisition of (1) an approximate 13.36 square foot permanent easement ("Subject Easement") and (2) an approximate 141.3 square foot temporary construction easement with a term of 24 months ("TCE") over portions of the above-referenced parcel located at 4021 Winterhaven Street and identified as Orange County Tax Assessor's Parcel Number 334-011-35 ("Larger Parcel"). The Subject Easement is described more particularly in the Exhibits to the Easement Deed enclosed with this offer letter. The TCE is described more particularly in the Exhibits to the Grant of Temporary Construction Easement enclosed with this offer letter. The Subject Easement and the TCE required for the Proposed Project are referred to below collectively as the "Subject Property Interests".

1. **Offer**. Subject to, and upon the terms and conditions set forth below, the City offers to purchase the Subject Property Interests in connection with the Project. California law requires that, before making an offer to purchase the Subject Property Interests for the Proposed Project, the City must (1) obtain an independent appraisal to determine the fair market value of the Subject Property Interests, (2) establish an amount which it believes to be just compensation for the Subject Property Interests, and (3) make an offer to the owner(s) for an amount not less than the just compensation so determined. Accordingly, the City recently had the Larger Parcel and the Subject Property Interests appraised to determine the fair market value of the Subject Property Interests,

as defined in California Code of Civil Procedure section 1263.320. Pursuant to Government Code Section 7267.1, the owner had the opportunity to accompany the appraiser during their inspection. The City obtained an appraisal for the fair market value of the Subject Property Interests prepared by John Penner, a California Certified Real Estate Appraiser of Valbridge Property Advisors ("Appraisal Report") that used a date of value of April 2, 2024 ("Date of Value"). Rick Donahue, MAI, a Certified California General Appraiser of CBRE – Valuation & Advisory Services prepared an appraisal review dated October 31, 2024 ("Review Appraisal"). Rick Donahue found that the Appraisal Report complies with USPAP requirements and applicable State of California and Federal regulations.

It is the policy of the City to acquire property that is in private ownership **only when it is necessary to do so, and through voluntary purchase if possible**. In accordance with applicable law, the City has reviewed and approved the appraisal of the fair market cash value of the Subject Property Interests. Pursuant to Government Code Section 7267.2, the City has enclosed for your reference an informational City of Placentia Acquisition Handbook providing an overview of the eminent domain process and of your rights. We hope this is helpful for understanding your rights. **While the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interests in your property.** Further, because the City plans to use the Subject Property Interests for the Proposed Project as soon as the City acquires the necessary property interests needed for the Proposed Project, the City does not intend to offer a leaseback agreement for the Subject Property Interests pursuant to Code of Civil Procedure section 1263.615.

2. Purchase Price. The City hereby offers to purchase the Subject Property Interests for **One Thousand Dollars and No Cents ($1,000.00)** ("Purchase Price"). The Purchase Price represents at least the full amount the City believes to be just compensation for the acquisition of the Subject Property Interests as of the Date of Value. It is not less than the approved appraisal of the Subject Property Interests on the Date of Value and does not include any increase or decrease in value of the Subject Property Interests caused by the Proposed Project for which the City seeks to acquire the Subject Property Interests. The Purchase Price also does not reflect any relocation assistance, benefits, or payments, if any, that you may be entitled to receive. This amount also does not include any compensation for loss of goodwill. The requirements for establishing goodwill loss are set forth in California Code of Civil Procedure section 1263.510, a copy of which is attached to this letter.

3. Basis for Offer. The enclosed Appraisal Report, which is incorporated herein by this reference, provides the basis for the amount established by the City as just compensation. The Appraisal Report takes into consideration the highest and best use of the Larger Parcel, the location, zoning, the condition and size of any improvements on the Larger Parcel and the Subject Property Interests, the Date of Value, severance damages, and other factors that affect fair market value as required by the Government Code.

The appraiser determined that the total fair market value of the Subject Property Interests is $1,000.00, consisting of $500.00 for the Subject Easement and $500.00 for the use of the TCE.

4. Conditions of Offer. The offer is subject to, and conditioned upon the acceptance of the terms of the Agreement for Purchase and Sale enclosed with this offer letter.

5. Offer to Pay Reasonable Costs of an Independent Appraisal Pursuant to Code of Civil Procedure Section 1263.025. If you wish to obtain an independent appraisal of the Subject Property Interests, in accordance with California Code of Civil Procedure section 1263.025(a), the City hereby offers to reimburse you for the reasonable costs, not to exceed $5,000.00 (Five Thousand Dollars), of such an

independent appraisal. Any independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please notify your assigned Epic Land Solution, Inc. Acquisition Agent ("Epic Acquisition Agent"), Christine Wasfi within 30 days of the date of this offer letter if you wish to obtain an independent appraisal of the Subject Property Interests. The City is not obligated to accept your appraiser's value of the Property Interests. The City, however, will review your appraisal and if appropriate, confer with the City's independent appraiser regarding the merits of your appraisal.

6. Acceptance of Offer and Execution of Purchase and Sale Agreement. If the above offer is acceptable, please sign and return the following documents to Christine Wasfi, Epic Acquisition Agent in the enclosed envelope:

(a) The Agreement for Purchase and Sale and Joint Escrow Instructions.

The other materials (Appraisal Report, Title Report, Brochures etc.) are included for your information and files and do not need to be returned.

7. Admissibility of Offer. If for any reason you reject the City's offer, please be advised that this offer letter and enclosures are made under the provisions of California Evidence Code sections 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action for any purpose prohibited under these sections. However, while the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interests in your property.

If you have any questions regarding the Proposed Project, this offer, the Agreement for Purchase and Sale, or the acquisition process, please feel free to contact Christine Wasfi, Epic Acquisition Agent at (951) 405-4645 or email cwasfi@epicland.com.

Sincerely,

Damien Arrula
City of Placentia, City Administrator

Enclosures:
Acknowledgment of Receipt of Offer Package
Copy of California Code of Civil Procedure section 1263.510
Agreement for Purchase and Sale and Joint Escrow Instructions
Easement Deed, Legal Description and Plat Map
Grant of Temporary Construction Easement, Legal Description and Plat Map
Appraisal Report
Litigation Guarantee
Your Rights under Title VI Brochure
City of Placentia Acquisition Handbook
W-9 Request For Taxpayer ID

CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510

(a) The owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.

(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.

(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

(Amended by Stats. 2006, Ch. 602, Sec. 2. Effective January 1, 2007.)

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

Federal Aid Project # BRL-5269(025)
Gaddis
APN 334-011-35

John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants (hereinafter, "Grantor"), owns the real property located at 4021 Winterhaven St, Yorba Linda, CA in the County of Orange, Assessor Parcel Number 334-011-35 (the "Property"). City of Placentia (the "City") requires a temporary construction easement in a portion of the Property for the Golden Avenue Bridge Replacement Project (the "Project"). A Permanent Easement Deed in a form substantially similar to Exhibit "1", and a Temporary Construction Easement Deed to the City in a form substantially similar to Exhibit "2" hereto, covering the property interests as described and depicted in the exhibits attached thereto (collectively the "Property Interests"), will be executed during the escrow to be opened for this transaction.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve the City of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) The City requires said Property Interests described in Exhibit "1" and Exhibit "2" for the Project, a public use for which the City has the authority to exercise the power of eminent domain.

(C) Both Grantor and the City recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interests by eminent domain litigation. The compensation set forth herein for the Property Interests is in compromise and settlement, in lieu of such litigation.

(D) It is agreed that the City may open an escrow in accordance with this Agreement at Commonwealth Land Title Company or another selected escrow company ("Escrow Agent"), Escrow No. to be determined. This Agreement constitutes the joint escrow instructions of CITY and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within thirty (30) days following the opening of escrow. The Parties hereto agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

(E) Grantor agrees to deposit with Escrow Agent prior to the Close of Escrow (defined below) the original, fully executed and acknowledged Easement Grant Deed and Temporary Construction Easement Deed and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the Subject Property, including Lender's written approval of Grantor's entering this Agreement if necessary. City agrees to deposit the

following with Escrow Agent prior to the Close of Escrow: (1) the full amount of compensation, and (2) a certificate of acceptance.

(F) All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

(G) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3

(H) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

(I) Pay and charge Grantor, upon Grantor's written approval, for any amount necessary to place title in the condition necessary to satisfy the express terms of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;

(J) Pay and charge City for any escrow fees, charges, and costs payable required for the Close of Escrow;

(K) Disburse funds and deliver the Easement Deeds when conditions of this escrow have been fulfilled by City and Grantor.

The term "**Close of Escrow**", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS, AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If this escrow is not in condition to close within 210 days from opening of escrow, either Party who then shall have fully complied with its obligations may, in writing, demand the return of its money or property; but if neither Party has complied, no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

2. (A) The City shall pay the undersigned Grantor the sum of ONE THOUSAND DOLLARS and NO CENTS ($1,000.00) for the Property Interests conveyed by Exhibit "1" and Exhibit “2” when title to said Property Interests vests in the City free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

   i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

   ii. Covenants, conditions, restrictions and reservations of record as contained in the title report (Commonwealth Land Title Company order number 92020645).

   iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.

   (B) The City shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City, the premium charged therefore. Due to the City's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922).

   (C) The City shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against the City, the County of Orange and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interest, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interest, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant

to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:

   (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California, which provides:

   "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

   (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interests. Grantor will defend and indemnify the City, its successors and/or assigns if it turns out that a claim is made or legal action is filed against the City, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants it will defend and indemnify the City, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.

7. Grantor acknowledges that there are no tenants on the Property. Grantor agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of improvements, including but not limited to: None.

9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interests will be protected in place: None.

10. The City may provide Grantor with thirty (30) day advance notice by the City or the City's contractor prior to the commencement of construction activities on the Property Interests. Prior to the commencement of the City's construction activities on the Property Interests, Grantor agrees to hold harmless, defend and indemnify the City, its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. The City shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time the City or the City's contractor commences construction activities on the Property Interest.

    Grantor agrees to name the City as an additional insured under its current insurance policy. Grantor further agrees to notify the City in writing within thirty (30) days of any potential claim relating to the area within the Property Interests prior to commencement of construction activities on the Property Interest.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction and terminating twenty-four (24) months thereafter ("TCE Term"). Upon the deposit and determination of commencement date, Exhibit "2", shall be updated to reflect the commencement and termination date of the TCE. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, for the TCE Term. The TCE may also be terminated prior to the expiration of the TCE Term by the City upon written notice to the Grantor.

12. PERMISSION TO ENTER ON PREMISES. Grantor hereby grants to City, or its authorized agents, permission to enter upon the subject Property Interests at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. City agrees that City and its contractors will indemnify Grantor and its related individuals and entities and hold them harmless from any and all liability for bodily injury, death, and property damage arising out of or in any way connected with City's negligent acts or omissions while on the Property Interests and reimburse the Grantor and related parties for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands, and causes of action that may be made or brought against them arising out of such use. Any such inspections shall be conducted at a time and in such a manner reasonably approved by Grantor and to minimize disruption or interference Grantor or Grantor's tenants. Grantor shall have the right to be present at any such inspections.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from

the Property Interests conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.

14. It is agreed between the parties hereto that the City is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on the Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the litigation guarantee (First American Title order number 7015734). The grantor acknowledges that it has received and reviewed the Litigation Guarantee. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction is to be free and clear of any liens, bonds and/or assessments at the close of escrow.

15. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris after the opening of escrow. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the temporary construction easement area that remains after the City takes actual/physical possession of the TCE area may be removed by the City and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed after the City takes actual/physical possession shall be the sole responsibility of Grantor.

16. Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantors:
John and Allison Gaddis
4021 Winterhaven St
Yorba Linda, CA 92886

To City of Placentia:
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Public Works

17. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. The City may freely assign any or all of its interests or rights under this Agreement.

18. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that

Grantor has/have no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

19. It is understood and agreed that the fully executed Permanent Easement Deed and Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Orange.

20. The City reserves the right to cancel escrow and terminate this Agreement if at any time the City determines that the Property Interests is no longer needed for the Project.

21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

22. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

23. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

24. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

25. The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.

26. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants

By: _____

Name: _____

Date: _____

By: _____

Name: _____

Date: _____

APPROVED AS TO FORM:

CITY OF PLACENTIA

By:_____
Attorney for City of Placentia

By:_____
Name:
Title:

Date:_____

Exhibit “1”

Permanent Easement Deed
[APN: 334-011-35]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On Portion of APN: 334-011-35

Space above this line for Recorder's use

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants** (**"Grantor"**) hereby grants to the **CITY OF PLACENTIA** ("**Grantee**"), and its successors and assigns, for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across all that real property situated in the City of Placentia, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B". Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference.

Grantor expressly grants the City of Placentia the right to assign this easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (SEAL)

EXHIBIT "A"
Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 1 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 67°24'57" EAST, A DISTANCE OF 2.77 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 11°13'15" WEST, A DISTANCE OF 9.85 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID RANCHO, SAID POINT ALSO BEING LOCATED SOUTH 3°23'36" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 10.75 FEET FROM THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND SAID EASTERLY RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 10.75 TO THE **POINT OF BEGINNING**.

CONTAINS 13.36 SF MORE OR LESS.

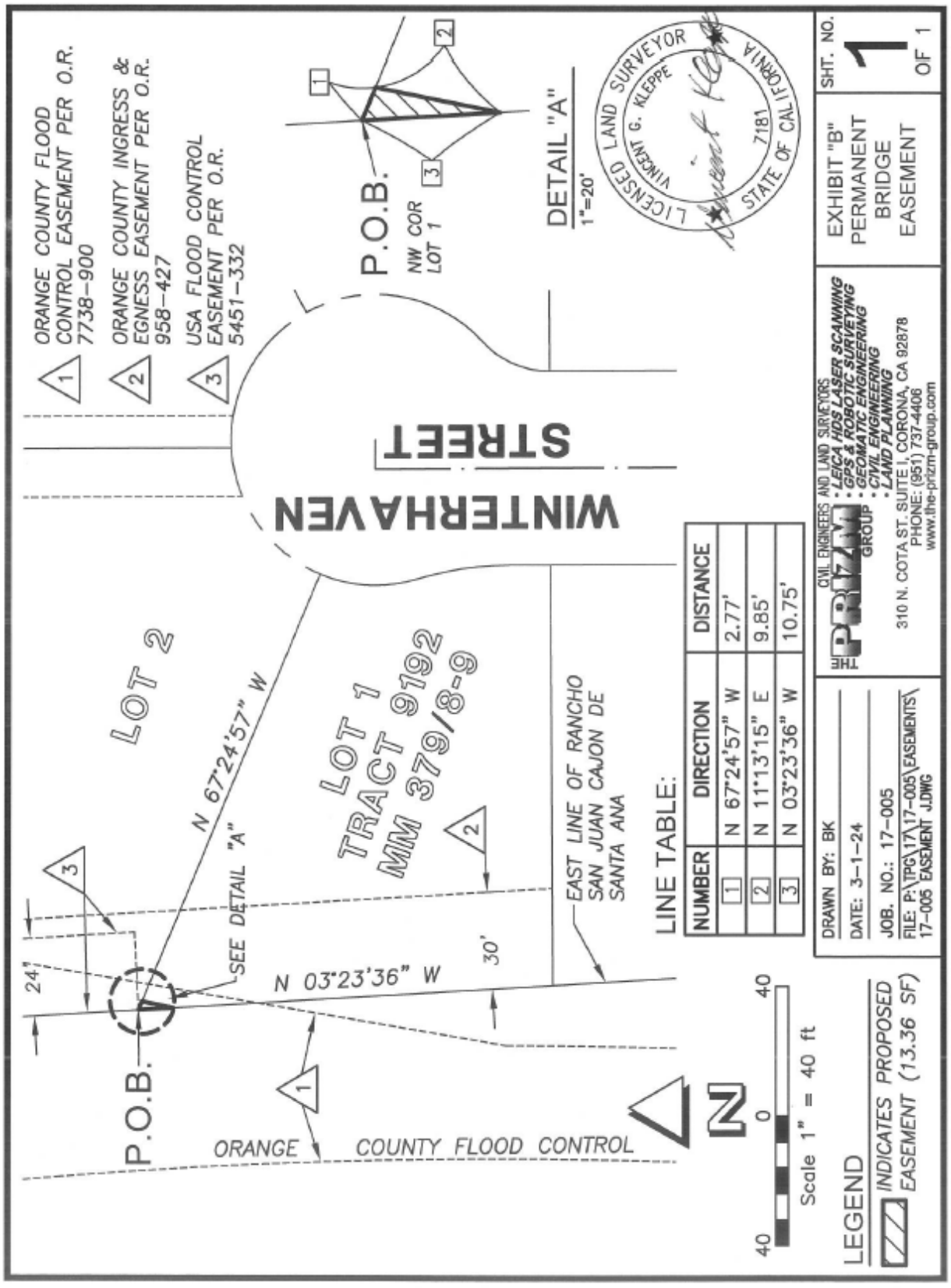
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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EXHIBIT "B"
Plat Map – Permanent Construction Easement
Page 2 of 2



CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the permanent easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 334-011-35

By: _____

Name:

City of Placentia

Dated: _____

Exhibit “2”

Temporary Construction Easement Deed
[APN: 334-011-35]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On portion of APN: 334-011-35

Above Space for Recorder's Use

GRANT OF EASEMENT
TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants "**Grantor**"), hereby grants to **CITY OF PLACENITA ("Grantee")**, its employees, agents, representatives, contractors, successors and assigns, an exclusive temporary construction easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, and construction of roadway improvements or other necessary uses, for construction of the Golden Avenue Bridge Replacement Project, purposes in, on, upon, over, under, and across that certain real property located in the City of Placentia, County of Orange, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B" . Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference. The Temporary Construction Easement is located within a portion of Assessor Parcel Number 334-011-35 (**"Grantor's Property"**),

The term of the Temporary Construction Easement described herein will commence on the date of the deposit of funds into escrow, _____ and expire twenty-four (24) months thereafter on _____.

It is understood that in the event the Grantor plans to sell, lease or rent the Property prior to the final expiration date of this Temporary Construction Easement, the Grantor shall inform, in writing, any and all parties involved in the sale, lease, or rental of the Property about this Temporary Construction Easement and associated construction project.

GRANTOR: **John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants**

DATED: _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 1 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 67°24'57" EAST, A DISTANCE OF 8.52 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 34.06 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID RANCHO, SAID POINT ALSO BEING LOCATED SOUTH 3°23'36" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 36.92 FEET FROM THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND SAID EASTERLY RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 36.92 TO THE **POINT OF BEGINNING.**

CONTAINS 141.31 SF MORE OR LESS.

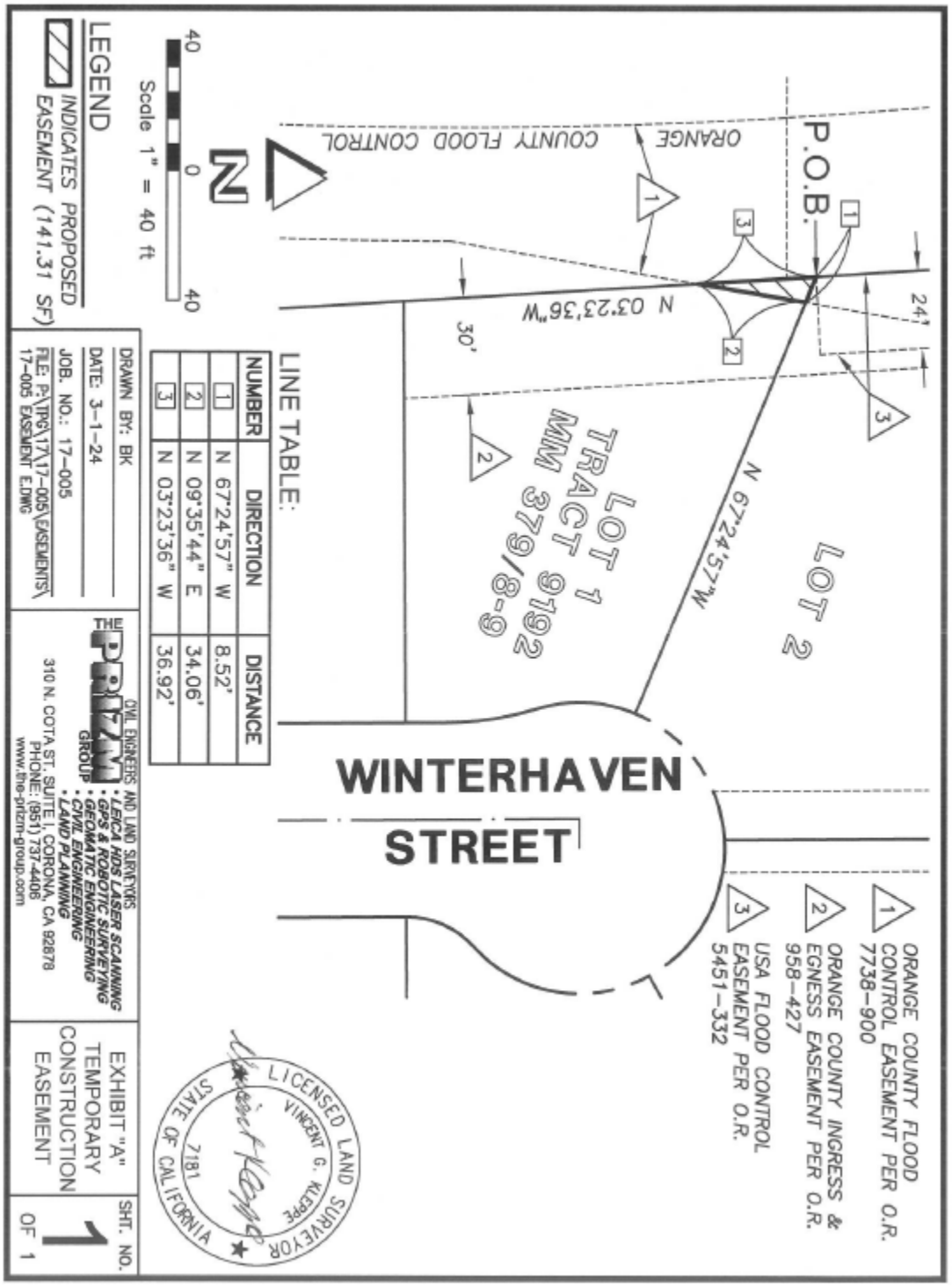
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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EXHIBIT "B"
Plat Map – Temporary Construction Easement
Page 2 of 2



CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the temporary construction easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Temporary Construction Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 334-011-35

By: _____

Name:

City of Placentia

Dated: _____

CITY OF PLACENTIA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property located at 4021 Winterhaven Street, City of Yorba Linda, California, is within the Project area and is also identified by your County Assessor as Parcel No. 334-011-35.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom a public agency purchases real property or an interest therein or each tenant owning improvements on the property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and is/are contiguous to the land being conveyed.

3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired are a 13.36 square foot permanent easement and a 141.3 square foot temporary construction easement, and said property is described and depicted in the attached legal descriptions and plat maps.

4. The market value of the property proposed to be acquired is based upon a market value appraisal that is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

    A. Represents the full amount of the appraisal of just compensation for the property to be purchased;

    B. Is not less than the approved appraisal of the fair-market value of the property;

    C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits that the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand Dollars ($5,000), subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREA), formerly known as the Office of Real Estate Appraisers;

   C. The appraisal cost reimbursement request must be made in writing and submitted to the City of Placentia c/o Epic Land Solutions, Inc. at 3850 Vine Street, Suite 200, Riverside CA 92507, Attn: Tyler Kelleher, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

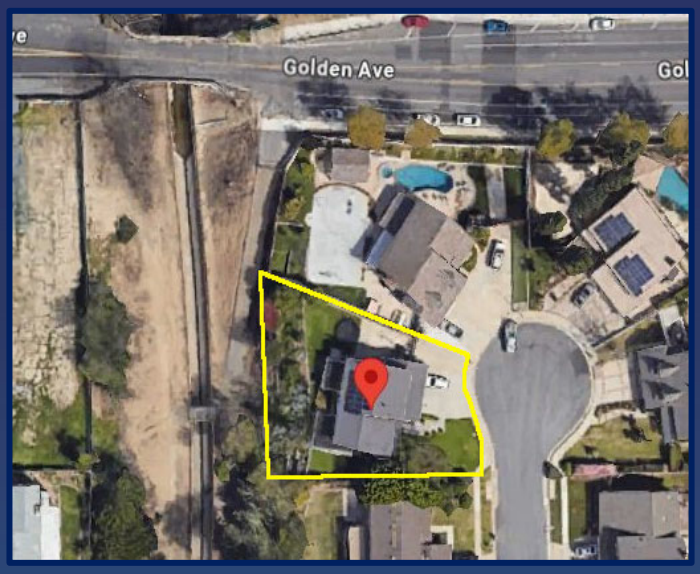
8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code sections 104.2 and 104.12.

Valbridge
PROPERTY ADVISORS

Narrative Appraisal Report

Proposed Easement Acquisitions Golden Avenue Bridge
Single Family Residence
4021 Winterhaven Street
Yorba Linda, Orange County, California 92886

Report Date: October 21, 2024



FOR:

Epic Land Solutions, Inc.
Ms. Kari Anvick
Senior Regional Manager
1971 W. 190th Street, Suite 200
Torrance California 90504

Valbridge Property Advisors | Orange County
17822 17th Street, Suite 211
Tustin, CA 92780
(714) 449-0852 phone
jpenner@valbridge.com

Valbridge File Number:
CA06-24-0047

17822 17th Street, Suite 211
Tustin, CA 92780
(714) 449-0852 phone
jpenner@valbridge.com

October 21, 2024

Ms. Kari Anvick
Senior Regional Manager
Epic Land Solutions, Inc.
1971 W. 190th Street, Suite 200
Torrance, California 90504

RE: Appraisal Report
Proposed Easement Acquisitions Golden Avenue Bridge
Single Family Residence
4021 Winterhaven Street
Yorba Linda, Orange County, California 92886

Dear Ms. Anvick:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report. The Golden Avenue Bridge Project requires the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control area for which the bridge passes over. The project will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic.

The subject property, as referenced above, is located at the end of a cul-de-sac on Winterhaven Street and is further identified as Assessor's Parcel Number (APN) 334-011-35. The subject is a 0.30-acre or 13,209-square-foot site. The subject is improved with a 2,703 square foot single family home constructed in 1976. The rear of the site borders the flood channel where the acquisition areas are located.

The purpose of this appraisal is to estimate Fair Market Value for a proposed permanent and temporary acquisition, considering the Market Value of the fee simple interest in the subject property. This appraisal is completed in conformance with Eminent Domain Laws, State and Local Laws, including the Caltrans Right of Way Manual dated July 2022, the Appraisal Institute, and regulations required by the State of California. The intended use of this appraisal is for negotiations with the subject property owner pursuant to the partial acquisition of some property interests. This report consists of a narrative appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

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The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, and Caltrans and no others.

Memorandum on Date of Value and Report:

The date of value in this report is April 2, 2024 the date of report is October 21, 2024. The proposed acquisition is a small portion of land in a flood channel with almost no residual property rights attributable to the fee owner and is of nominal value. The nominal value is rounded per the Caltrans Right of Way Manual. Therefore, it is our professional opinion that the value conclusion in this report is unlikely to change materially between the date of value and the date of report.

The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	
Property Address	4021 Winterhaven Street
Assessor Parcel Number (APN)	334-011-35
Effective Date of Value	April 2, 2024
Property Rights Appraised	Fee Simple
Owner Name	John and Allison Gaddis
Zoning	R-S
Right of Way Areas	
Value of Part Taken - Land (13.36 SF)	$500 - Nominal
Temporary Construction Easement (141.3 SF)	$500 - Nominal
Fair Market Value of Proposed Acquisition	**$1,000 - Nominal**

Respectfully submitted,

© 2024 VALBRIDGE PROPERTY ADVISORS | ORANGE COUNTY



John D. Penner Jr.
Staff Appraiser
California License #AG3009243



John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

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Summary of Salient Facts

Property Name:	Proposed Easement Acquisitions Golden Avenue Bridge
Address:	4021 Winterhaven Street Yorba Linda, Orange County, California 92886
Assessor's Parcel Number:	334-011-35
Property Rights Appraised:	Fee Simple Underlying Land
Property Owner:	John and Allison Gaddis
Site Size:	0.30 acres (13,209 square feet)
Zoning:	R-S - Residential Suburban Zone
Flood Zone:	X (Not a Flood Hazard Area)
Existing Improvements	
Property Type:	Residential
Property Use:	Single Family Residential
Highest and Best Use	
As Vacant:	Develop Single Family Residential
As Improved:	Current Use
Date of Report:	October 21, 2024
Effective Date of Value:	April 2, 2024

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition - Land Only	$849,420	
Permanent Property Rights		
Value of Part Taken - Land (13.36 SF)	$43	
Site Improvements	$0	
Value of Part Taken - Building Improvements	$0	
Total Value of Permanent Property Taken	$43	$500 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition - Land Only	$849,377	
Temporary Property Rights		
Temporary Construction Easement (141.3 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$1,000 - Nominal**

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Aerial and Front Views

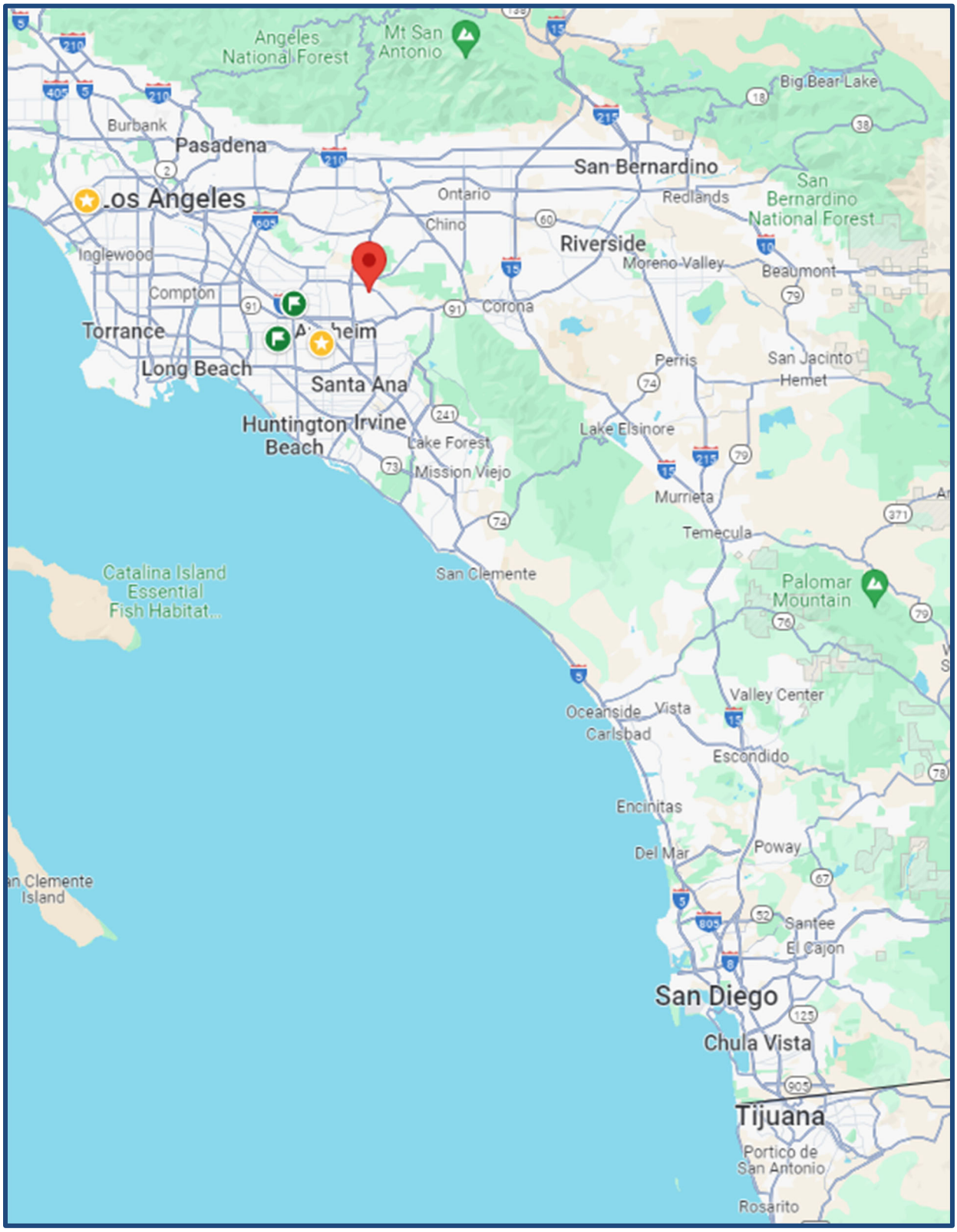


AERIAL VIEW



FRONT VIEW

Location Map



Introduction

Proposed Acquisition Description

The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The proposed easements are within existing flood control easement areas.

Client and Intended Users of the Appraisal

The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, and Caltrans and no others.

Intended Use of the Appraisal

The intended use of this report is for determine fair market value of a proposed acquisition.

Real Estate Identification

The subject property is located at 4021 Winterhaven Street, Yorba Linda, Orange County, California 92886. The subject property is further identified by Assessor Parcel Number 334-011-35.

Legal Description

A copy of the legal description is included in the title guarantee in the addenda and legal descriptions of the acquisitions are located in the condemnation section.

Use of Real Estate as of the Effective Date of Value and the Date of this Report

As of the effective date of the appraisal, the subject was a single-family residential property.

Ownership of the Property

According to the Public Record and a Litigation Guarantee, title to the subject property is vested in John and Allison Gaddis.

History of the Property

Ownership of the subject property has changed within the past five years. The current owners acquired the property on May 06, 2021 for a recorded price of $935,000. The property is part of a tract subdivision developed in the early 1970s.

Listings, Offers, and/or Contracts

The subject property is not presently listed for sale.

Notice to Appraise

A notice of intent to appraise the subject property was sent to the property owner by the City of Placentia. on March 11, 2024. An exterior inspection was performed by John Penner, Jr. and John D. Penner of Valbridge Property Advisors | Orange County on April 2, 2024 for the purpose of this appraisal.

Type and Definition of Value

The measure of Fair Market Value for eminent domain purposes as defined in the Civil Code is:

(a) The fair-market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair-market value of property taken for which there is no relevant comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.[1]

Exclusions from Fair Market Value

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

(a) The project for which the property is taken.
(b) The eminent domain proceeding in which the property is taken.
(c) Any preliminary actions of the plaintiff relating to the taking of the property.[2]

Condemnation Blight and Project Enhancement: Condemnation blight is a diminution in the market value of a property due to pending condemnation action[3]; project *enhancement* is an increase in a property's market value in anticipation of a public project requiring condemnation action. As a general rule, the appraiser cannot properly consider either of these factors in the before situation when estimating highest and best use or value.

Eminent Domain Terminology

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

Leased Fee Estate

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).[5]

Easement

The right to use another's land for a stated purpose.[6] Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space or preservation.

---

[1] California Code of Civil Procedure, Section 1263.320

[2] Ibid, § 1263.330

[3] Real Estate Valuation in Litigation, Appraisal Institute, Second Edition

[4] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[5] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Temporary Easement

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.[7]

Larger Parcel Theory

In condemnation proceedings, the parcel(s) of land under the beneficial control of a single individual or entity has the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making this determination are contiguity or proximity (as it bears on the highest and best use of the property), unity of ownership, and unity of highest and best use. If applicable, analysis of the subject's larger parcel is contained in the highest and best use section.

The larger parcel may be a whole parcel, part of a parcel, or several parcels, depending upon the unity of legal ownership, unity of use, and contiguity. For unity of title, the parcel(s) must be owned or controlled by the same individual or group of individuals. Unity of use requires that the parcel(s) possesses the same use, or an integrated use, with the land. It is controlled by the highest and best use of the parcel(s). Although contiguity is not always required, parcels sharing this unity are usually physically contiguous. If two parcels are separate and devoted to different uses, the taking of one parcel will not damage the other.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios of value:

VALUATION SCENARIOS TABLE

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

We completed an appraisal inspection of the subject property on April 2, 2024.

Date of Report

The date of this report is October 21, 2024, which is the same as the date of the letter of transmittal.

List of Items Requested but Not Provided

- None

Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report.

[6]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[7]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which may have impacted the assignment results:

Extraordinary Assumptions

- None

Hypothetical Conditions

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Scope of Work

The elements addressed in the Scope of Work are: (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

- Legal Characteristics - The subject was legally identified via public records, legal description, and plat map.
- Economic Characteristics - Economic characteristics of the subject property were identified via market participant surveys, our company database, and/or third party sources, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via an appraisal inspection of the exterior and proposed acquisition areas.

Extent to Which the Property Was Inspected

We inspected the subject on April 2, 2024.

Type and Extent of Data Researched

In valuing the concluded larger parcel, we researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of the improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on the highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

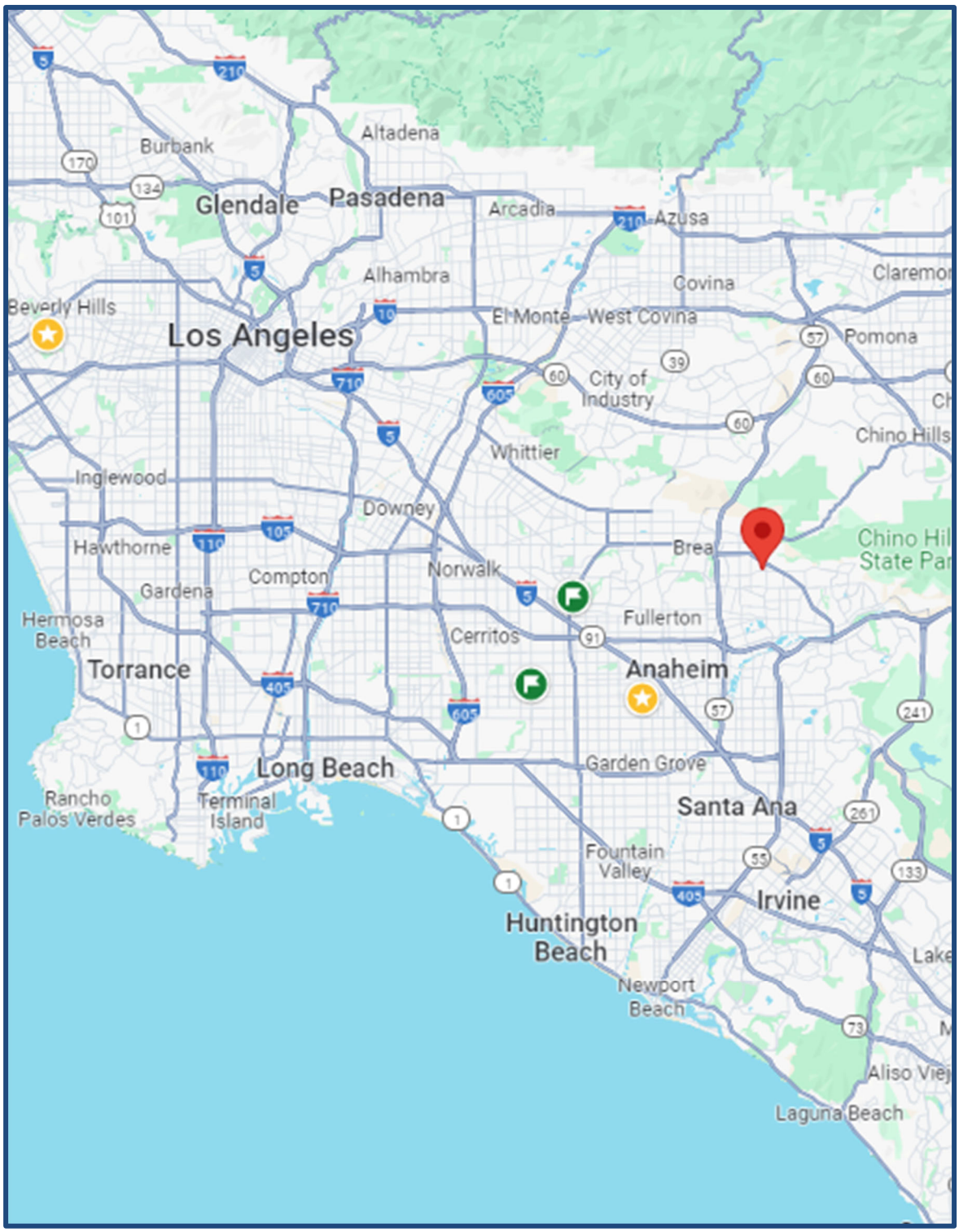
We developed our analyses, opinions, and conclusions and prepared this report in conformity with state regulations in the California Code of Civil Procedure and the Caltrans Right of Way Manual dated July 2021, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional Area Analysis

REGIONAL MAP



Regional Data

The subject property is located in the County of Orange. Orange County is one of six counties which comprise the Southern California Metropolitan Region. The other counties are Los Angeles, San Bernardino, Riverside, Ventura, and San Diego. This region represents one of the most diversified economic environments in the world. Strengths include aerospace, import/export trade, entertainment, defense, tourism, technology, apparel, and education. Located on the previous page is a map that shows the subject in relation to the surrounding region.

These counties have been, and continue to be, interdependent upon one another for a variety of goods and services. Los Angeles County led the region with an explosive population growth after World War II. This growth was attributed largely to in-migration from other states. New residents were attracted to the area for employment and climate-related reasons. Los Angeles became the industrial base for the region, while the adjacent counties remained agricultural, especially in citrus farming. As Los Angeles County built up, the adjoining counties began to experience a spillover effect; first in population, then in industry.

Location

Orange County is situated directly southeast of Los Angeles County and remained primarily rural until after World War II. The county occupies a total of 798 square miles, stretching along 42 miles of Pacific coastline and extending some 25 miles inland. The eastern mountain region, which includes the Cleveland National Forest, is largely uninhabited. The majority of the population is concentrated in the northwest and central portions of the county and stretches south along the coast. Other counties bordering the County of Orange are Riverside to the east, San Diego to the south, and San Bernardino to the northeast.

Early development in the county primarily consisted of agricultural activity related to wine, citrus, and ranching. Farmers and ranchers were drawn to the area by the ample water supply and fertile soil. With the advent of the railroads in the late 1800s, shipping to the east coast by rail became a reality, and the citrus industry began to blossom, hence the name “Orange” County. The county was split off from Los Angeles and incorporated in 1889. In the early 1900s, small towns began to form in the northwest and central portions of the county. Expansion generally followed the Red Car commuter rail line in the earlier portion of the decade and later the freeway system followed which led to a large influx of new residents from the neighboring County of Los Angeles. Heavy growth continued through the 1950s, 60s, 70s, and 80s, as Orange County began to emerge as a center for high-tech and aerospace-related industries along with strengths in tourism and service.

Demographics

Although geographically small, Orange County is a major market, both on a statewide and national basis. It ranks third in population among California's 58 counties and sixth nationally. Currently, it represents 8% of California's total population. The following table demonstrates the growth of Orange County over the last four decades and population projections to the year 2030.

SOUTHERN CALIFORNIA POPULATION TRENDS

County	1980 Census	1990 Census	2000 Census	2010 Census	2020 Population	2022 Population	2023 Population	Annual % Change 22/23	2030 Projection
Los Angeles	7,477,421	8,832,500	8,497,192	9,818,605	10,135,614	9,840,925	9,825,708	-0.15%	9,566,663
Orange	**1,932,708**	**2,398,400**	**2,662,686**	**3,010,232**	**3,180,491**	**3,154,042**	**3,142,277**	**-0.37%**	**3,201,361**
Riverside	663,199	1,144,400	1,117,163	2,189,641	2,440,719	2,432,203	2,431,254	-0.04%	2,540,559
San Bernardino	895,016	1,396,600	1,410,332	2,035,210	2,175,424	2,179,263	2,170,593	-0.40%	2,257,518
San Diego	1,861,846	2,480,100	2,355,638	3,095,313	3,331,279	3,293,911	3,297,860	0.12%	3,373,792
Ventura	529,174	666,800	657,474	823,318	841,219	830,434	825,937	-0.54%	805,456
Totals:	13,359,364	16,918,800	16,700,485	20,972,319	22,104,746	21,730,778	21,693,629	-0.17%	21,745,349

Source: State Department of Finance - 2023

The communities of Riverside and San Bernardino have been the biggest beneficiaries of this trend, becoming two of the fastest-growing areas in the country over the last ten years. Strong growth into outlying areas is made possible by the extensive freeway system that exists throughout the Southern California basin. This freeway system allows the region's labor force to commute from surrounding counties and form economic bases in the surrounding counties themselves. During the last few decades, the County of Orange has maintained a strong growth rate despite dwindling land area available for development due to a surging economy. In just the past few years, Southern California population has begun to decline slightly in all counties except for San Diego. However, the Department of Finance's projection to the year 2030 indicates Orange County is expected to experience minor growth, along with most of the state, with most of this growth occurring in the eastern and southern portions of the county.

Employment

The Southern California region constitutes one of the most diversified economic environments in the world. This region is the largest center for business services and international trade in the United States, which produced $1.57 trillion worth of goods in services in 2022. Numerous business firms listed in the Fortune 500 have headquarters here. Per World Bank international business statistics, Orange County had a 2022 gross domestic product of $314 billion, making it the 44th largest economy in the world, just above the country of Romania. The county enjoys strengths in services, high-tech manufacturing, and tourism. Income levels are among the highest in the nation.

Unemployment Rates

Area	YE 2018	YE 2019	YE 2020	YE 2021	YE 2022	YE 2023
United States	4.5%	4.4%	4.0%	6.8%	4.4%	3.7%
California	4.8%	4.3%	4.0%	9.2%	5.5%	4.9%
Los Angeles-Long Beach-Anaheim	4.5%	4.2%	4.0%	11.5%	5.7%	4.7%
Los Angeles County, CA	3.1%	3.0%	2.8%	6.4%	4.2%	5.0%
Source www.bls.gov						

The following table shows a breakdown of some of the important employment sectors within the county:

ORANGE COUNTY EMPLOYMENT SECTORS

Employment by Industry - Orange County

Industry	Total Jobs	Percentage
Farm	1,400	0.08%
Mining & Logging	300	0.02%
Construction	112,000	6.42%
Manufacturing	155,300	8.90%
Transportation, Utilities	272,600	15.62%
Information	24,600	1.41%
Financial Activities	111,600	6.40%
Professional & Business Services	343,300	19.67%
Educational & Health Services	268,300	15.38%
Leisure & Hospitality	234,600	13.44%
Other Services	55,200	3.16%
Government	165,700	9.50%
Total	1,744,900	100.00%

The table above indicates concentrations in some of the county's top employment sectors. Major employers in the county include The Walt Disney Company, University of California – Irvine, County of Orange, St. Joseph Health, Kaiser Permanente, Albertsons, Target Corp., Walmart Inc., Hoag Memorial Hospital Presbyterian, The Boeing Company, Memorial Care Health System, California State University – Fullerton, Bank of America Corp., Edwards Life Sciences, Parker Aerospace, Allied Universal, Home Depot Inc., The Irvine Company, Cedar Fair LP, and United Health Group Inc.

The wholesale/retail trade sector is bolstered by a large population, whose residents have among the highest disposable incomes in the country. The driving force behind the service sector is the presence of various tourist attractions including Disneyland, Knott's Berry Farm, and an extensive coastline that features many high-end hotels/resorts. According to The Economic Impact of Travel in California report, prepared by Dean Runyan Associates in April 2023, "Travel spending in 2022 increased to $134.4 billion across California, a 31.7% increase over 2021 that brought spending 93% of the way to pre-pandemic levels." In Orange County, tourist spending hit $13.2 billion in 2022, an almost 4% increase from the prior pre-pandemic high of $12.7 billion reached in 2019.

The following table indicates tourist spending trends in Orange County area from 2013 to 2022:

Year	Tourist Spending
2013	$9.7 billion
2014	$10.4 billion
2015	$11.2 billion
2016	$11.9 billion
2017	$12.3 billion
2018	$12.2 billion
2019	$12.7 billion
2020	$5.9 billion
2021	$9.8 billion
2022	$13.2 billion

Source: Orange County Visitors Association

Historically, Orange County has experienced a steady increase in retail, hospitality and tourism, but that trajectory changed when the pandemic shocked the economy. The county's tourism industry took a major hit because of the coronavirus outbreak, losing large amounts of employment across the job market from 2019 to 2020. By 2021, California launched its "Calling all Californians" campaign, which encouraged interstate travel to help jump start the economy again after the fall off in tourism during the pandemic. The reopening of hospitality and tourist attractions sparked a trend of regrowth for Orange County's tourist based economical sector, which has rebounded beyond pre-pandemic levels.

Transportation

The Orange County transportation system includes an extensive freeway network. The backbone of this freeway system is the Santa Ana (5) Freeway, which extends the entire length of the state. An estimated 56% of the county population resides within three miles of the freeway (along with two-thirds of the county's jobs). Major north-south freeway routes include the Santa Ana (5) and the San Diego (405) Freeways. The major east-west freeway route is the Riverside (91), which connects parts of Los Angeles County with the inland communities of Riverside and San Bernardino. Other freeways include the Orange (57), Garden Grove (22), Newport (55), and the Corona Del Mar (73) Freeways. These freeways, along with connecting freeways throughout the region, constitute the most expansive network in the world. However, in recent years, the freeways have become increasingly congested, due to a growing number of motorists and inadequate maintenance/improvements. Much of this congestion has been caused by continued population growth and commuter traffic from the inland communities of Riverside and San Bernardino, as well as South Orange County.

A major public works project is underway to provide alternative transportation routes for commuting residents. In 1990, Orange County residents voted in favor of Measure M, which instituted a 1/2 cent sales tax for transportation improvements. Major projects consist of a widening of the Santa Ana (5) Freeway, new diamond lanes on the Riverside (91), Orange (57), and Costa Mesa (55) Freeways, and the "Smart Street" improvements of Katella Avenue and Imperial Highway. Other projects include the privately funded toll roads completed in the eastern portion of the county and the San Joaquin corridor in the southern portion. The regional rail system has also been expanded to Orange County, with numerous Metro-link stops during peak commuting times between Los Angeles and Irvine. This system provides alternative transportation for commuters and residents to numerous destinations throughout the metropolitan area, including Los Angeles International Airport (LAX).

Other transportation features of the county include John Wayne International Airport (SNA), public bus service, Amtrak passenger rail service, and several freight rail lines. Access to shipping is provided by the deep-water ports of Long Beach and Los Angeles, which are located to the north of the county. These mega-ports handle one-third of the total U.S. Pacific Coast cargo, with an estimated worth of $124 billion, and are among the four busiest trade areas in the world. Additional airport facilities include the relatively nearby LAX, Ontario, and Long Beach Airports.

Quality of Life

Orange County enjoys a mild Mediterranean climate. Temperatures generally range from 60 to 75 degrees in the winter and 75 to 85 degrees in the summer. Coastal and desert influences keep rain and moisture to a minimum, providing a year-round outdoor atmosphere. The area's predominately warm, sunny climate helps draw more than 47 million tourists a year to Orange County. Orange

County enjoys immediate proximity to numerous beaches and is within an hour's distance of the mountain and desert areas of Southern California. However, smog presents a constant problem to the Southern California environment. Coastal communities, like Orange County, benefit from ocean breezes that blow the smog further inland; however, smog has also grown as a problem in Orange County due to the continued growth in population, hence automobiles. The region has implemented measures, such as cleaner gas, carpooling, and the metro-link rail system.

Education

Adding to the strong infrastructure in the region is a complete and diversified educational system. There are more than 150 public and private universities and colleges throughout Southern California. These institutions provide a highly trained and skilled workforce for high-tech firms and businesses located in the area. Some of the larger institutions located in Orange County are listed below. There are also several two-year colleges and extension courses offered at various universities within the region.

- University of California at Irvine
- California State University at Fullerton
- Hope University
- Vanguard University
- Chapman University
- Western State Law University
- Concordia University
- Soka University

Housing Trends

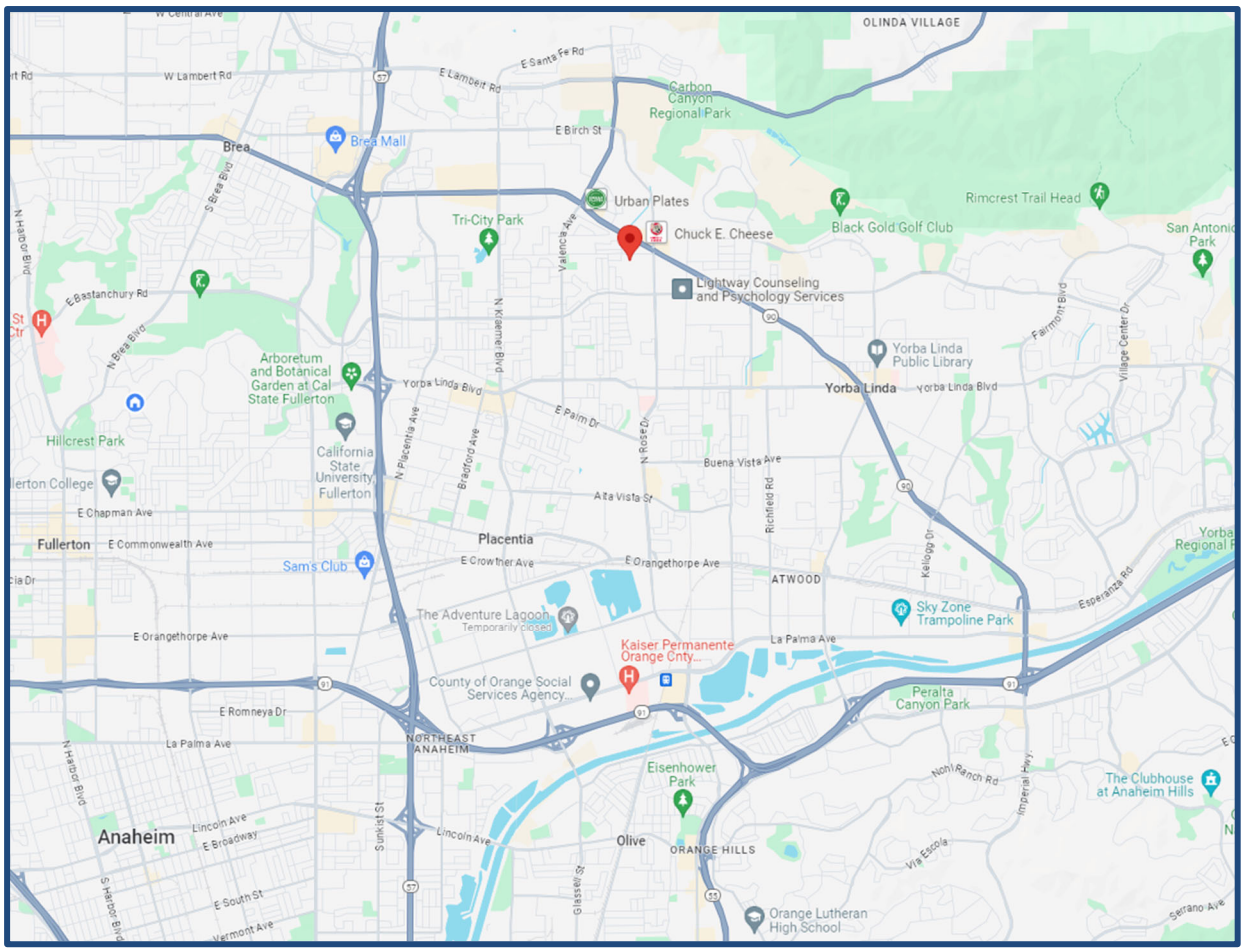
Residential housing in Orange County, like most of the nation, experienced the largest drop in prices (30% to 40%) since the Great Depression of the 1930s during the "Great Recession" of 2007 thru 2011. Since then, housing prices have continued to reach all-time highs despite interest rate hikes from the Federal Reserve. The current median home price for Orange County is an unprecedented $1.2 million, spurred by a lack of inventory and a surprisingly resilient economy. Apartment rental rates are also exceptionally high, and there is a large number of new apartment projects under construction or planned in the county.

Summary

The availability of a strong transportation system provides for quick access to the many business and industrial centers throughout Southern California. As a result, a diversified economic base provides stability for the region. The lack of available housing inventory has fueled rising home prices in recent years. The effects of the pandemic have begun to dissipate as unemployment has improved to current rates from nearly 20% during the pandemic. Despite the improvement, there is still some uncertainty as it relates to the high levels of government debt, higher interest rates, the ups and downs of the stock market, and global instability. Overall, Orange County appears to be faring better than most areas in California and is expected to continue to do so.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



City Data

The subject property is located at the northeastern extreme of the county, in the City of Yorba Linda. The city is situated approximately 35 miles southeast of the Los Angeles CBD and 11 miles north of the County Seat of Santa Ana. Yorba Linda is predominately a residential community and is known for a good quality of life. Bordering the city limits is Riverside County to the east, unincorporated county land to the north, and the local cities of Anaheim, Placentia, and Brea. Located on the previous page is a map showing the subject neighborhood.

The name "Yorba Linda" is derived from the original land grant from the King of Spain to Jose Antonio Yorba in 1809. The name "Linda" meaning pretty in Spanish was later added. Area within the city was purchased in 1908 and a new town was established. A water company was formed, and orange and lemon groves were planted. Rail access to Los Angeles was provided in 1912 with the opening of the Pacific Electric Railroad line. The community remained predominately rural in nature until the 1960's when the Yorba Linda Country Club was developed along with some housing tracts in the western portion of the city. The city was incorporated in 1967 and had a population of 11,856 residents by 1970. Strong growth commenced through the 1970's and 80's as adjacent land areas were annexed to the east and numerous housing tracts developed. Population growth has continued in the new millennium with the large-scale development of Black Gold, which includes an 18-hole golf course.

Today, the city is spread over an area of 18.6 square miles and has a present population of over 68,034 residents. Noteworthy is the fact that Yorba Linda is the birthplace of Richard Nixon, the 37th president of the United States. The Nixon Library has been erected on this site adjacent to the original farmhouse and burial grounds for the President and First Lady. Yorba Linda is located 18 miles inland from the Pacific Ocean and functions primarily as a suburban community of Orange and Los Angeles Counties. The current average household income of over $137,011 is among the highest in the county. The current average home sales price is $1,175,686 and typically range from $500,000 to $1,500,000 with some as high as $2,000,000 to $3,000,000.

The city is characterized by a variety of topography ranging from almost level flood plains along the Santa Ana River to steep, rugged hill country in the north and eastern portions of the city. The original downtown area is located north of the junction of Imperial Highway and Yorba Linda Boulevard. The area surrounding this area forms the commercial core of the city. Housing ranges from middle income tracts in the western portion to larger 1/2- and 1-acre sites bordering the country club and hillside communities to the newer master planned communities in the eastern portion. Located within the city is 14 parks, 100 miles of equestrian trails, a private Country Club, and the Forum Theater for performing arts. The area is also known for its strong public school system. Recent activity includes the opening of the new Black Gold Golf Course along with development of 2000 to new 3000 homes with prices starting at $800,000. A new public high school has also just opened near Black Gold.

Transportation is provided by State Highway 91 (the Riverside Freeway) situated along the southern border of the city and State Highway 57 (the Orange Freeway) located a few miles west of the city limits. The recently completed State Highway 241 (the Eastern Transportation Corridor Toll Road) connects the Riverside Freeway near Gypsum Canyon Road (five miles east of subject) to the foothill portions of South Orange County. Primary thoroughfares include Imperial Highway (which runs diagonally from the northwest corner through the southern portion), and Yorba Linda Boulevard

(which runs east-west through the center) providing access throughout the interior of the city. It is noted that ingress and egress to Yorba Linda is somewhat inhibited by commuter traffic along the Riverside Freeway and the fact that the city is spread over a wide area with hilly terrain. The City's outlying location also results in a slightly higher temperature during summer months.

Immediate Surroundings

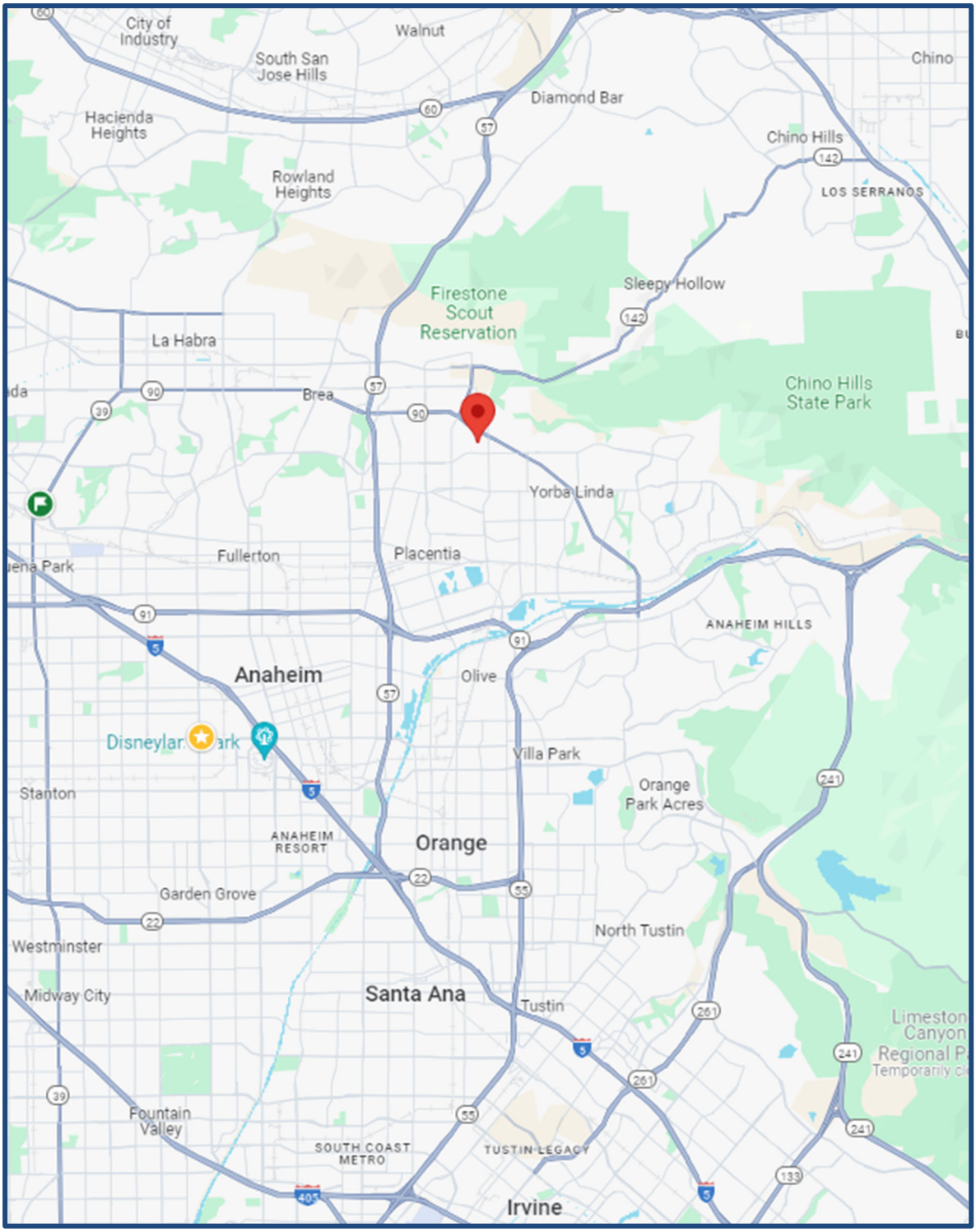
The subject property is located at the western boundary of Yorba Linda. The areas to the west, including the flood control are within the boundary of the City of Placentia. The surrounding area is primarily residential in nature with some retail development along Imperial Highway to the north. The predominate use in the area is single family homes on tracts constructed primarily in the 1960s and 1970s. Income levels range from middle to upper income. The area is primarily built-up and in a mature stage of development. The land to the north was until recently a large lot with a single home but has since been developed into townhomes.

Summary

In summary, the City of Yorba Linda consists of a relatively affluent suburban population located in a picturesque rolling hillside setting. The subject property is located in an area of single-family residences constructed in the 1960's. Many of the residential communities in the area are characterized by upper income housing that benefit from the good quality of life afforded in the area. The long-term outlook for this community would be above the average for the county as a whole.

Market Analysis

MARKET AREA MAP



Regional Single-Family Market

According to the National Association of REALTORS®(NAR), existing-home sales improved for the second month in a row, jumping 9.5% to a seasonally adjusted annual rate of 4.38 million units. This improvement exceeded economists' expectations and marked the largest monthly gain in a year. The rebound in home sales comes amid fluctuating mortgage rates and elevated sales prices, indicating there is plenty of buyer demand heading into the spring selling season.

New listings decreased 15.6% for detached homes and 8.0% for attached homes. Pending sales decreased 31.0% for detached homes and 36.9% for attached homes. Inventory decreased 15.3% for detached homes and 9.2% for attached homes.

Median sales price increased 13.5% to $1,430,000 for detached homes and 9.2% to $765,000 for attached homes. Days on market decreased 41.0% for detached homes and 30.6% for attached homes. Months' supply of inventory decreased 5.3% for detached homes but remained flat for attached homes.

The recent surge in home sales was likely due to a dip in mortgage rates in December and an increase in housing supply nationwide. According to NAR, total inventory grew 5.9% month-over-month and 10.3% year-over year to 1.07 million units, for a 2.9 months' supply at the current sales pace. Buyer demand remains robust, and the limited supply of inventory helped push the median existing-home sales price up 5.7% year-over-year to $384,500, the eighth consecutive month of annual price increases. The following illustration presents the March 2024 monthly snapshot for the Orange County single-family residential area.

FEBRUARY 2024 AND YEAR-TO-DATE DATA

Key Metrics	Historical Sparkbars	3-2023	3-2024	% Change	YTD 2023	YTD 2024	% Change
New Listings	3-2022 9-2022 3-2023 9-2023 3-2024	1,289	**1,088**	- 15.6%	16,837	**13,984**	- 16.9%
Pending Sales	3-2022 9-2022 3-2023 9-2023 3-2024	1,057	**729**	- 31.0%	12,873	**11,452**	- 11.0%
Closed Sales	3-2022 9-2022 3-2023 9-2023 3-2024	1,067	**1,020**	- 4.4%	13,383	**11,803**	- 11.8%
Days on Market Until Sale	3-2022 9-2022 3-2023 9-2023 3-2024	39	**23**	- 41.0%	27	**26**	- 3.7%
Median Sales Price	3-2022 9-2022 3-2023 9-2023 3-2024	$1,260,000	**$1,430,000**	+ 13.5%	$1,229,300	**$1,308,000**	+ 6.4%
Average Sales Price	3-2022 9-2022 3-2023 9-2023 3-2024	$1,617,083	**$1,882,262**	+ 16.4%	$1,620,344	**$1,756,153**	+ 8.4%
Pct. of Orig. Price Received	3-2022 9-2022 3-2023 9-2023 3-2024	98.1%	**101.6%**	+ 3.6%	99.1%	**100.0%**	+ 0.9%
Percent of List Price Received	3-2022 9-2022 3-2023 9-2023 3-2024	99.4%	**101.8%**	+ 2.4%	100.6%	**100.8%**	+ 0.2%
Housing Affordability Index	3-2022 9-2022 3-2023 9-2023 3-2024	38	**32**	- 15.8%	39	**35**	- 10.3%
Inventory of Homes for Sale	3-2022 9-2022 3-2023 9-2023 3-2024	2,017	**1,708**	- 15.3%	—	—	—
Months Supply of Inventory	3-2022 9-2022 3-2023 9-2023 3-2024	1.9	**1.8**	- 5.3%	—	—	—

Source: Orange County Realtors®

Local Single-Family Market

The subject property is located in the city of Yorba Linda, which is in the inland northeastern portion of Orange County. The current estimated population of Yorba Linda is 67,089 residents with 22,938 households. The population density for the city is 3,300 people per square mile and the median age is 44.3 years. The median household income is $148,325 and the average per capita income for Yorba Linda is $64,265.

The Yorba Linda single-family residential market had 548 new listings and 463 pending sales with 483 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the Yorba Linda single-family market was 25 days during this 12-month period. The median sales price was $1,350,000 and was a 1.9% increase during this period. While the average sales price was $1,549,042 or an increase of 3.5%. Single-family homes were selling at 100.6% of the original list price received. The following chart displays the data for the Yorba Linda single-family residential home market.

Yorba Linda
Orange County

Single Family	March			Last 12 Months		
Key Metrics	**2023**	**2024**	**% Change**	**Thru 3-2023**	**Thru 3-2024**	**% Change**
New Listings	56	**51**	- 8.9%	661	**548**	- 17.1%
Pending Sales	44	**26**	- 40.9%	526	**463**	- 12.0%
Closed Sales	39	**44**	+ 12.8%	543	**483**	- 11.0%
Days on Market Until Sale	45	**16**	- 64.4%	29	**25**	- 13.8%
Median Sales Price*	$1,325,000	**$1,545,000**	+ 16.6%	$1,324,375	**$1,350,000**	+ 1.9%
Average Sales Price*	$1,481,847	**$1,797,048**	+ 21.3%	$1,496,427	**$1,549,042**	+ 3.5%
Percent of Original List Price Received*	98.0%	**102.2%**	+ 4.3%	99.2%	**100.6%**	+ 1.4%
Inventory of Homes for Sale	69	**63**	- 8.7%	—	—	—
Months Supply of Inventory	1.6	**1.6**	0.0%	—	—	—

Source: Pacific West Association of Realtors

The Pacific West Association of Realtors (PWR) further segments market areas by zip code. The subject property is located in the 92886-zip code within Yorba Linda. This market segment includes some slightly less affluent neighborhoods in Yorba Linda. The median household income for the 92886-zip code is $1,429,000 while it is $148,325 for the entire city. The following chart displays the single-family residential home market data for the 92886-zip code within the City of Yorba Linda to further illustrate market conditions in the subject's immediate area.

92886 – Yorba Linda

Orange County

Single Family	March			Last 12 Months		
Key Metrics	**2023**	**2024**	**% Change**	**Thru 3-2023**	**Thru 3-2024**	**% Change**
New Listings	43	**38**	- 11.6%	479	**372**	- 22.3%
Pending Sales	34	**18**	- 47.1%	370	**309**	- 16.5%
Closed Sales	24	**28**	+ 16.7%	380	**322**	- 15.3%
Days on Market Until Sale	33	**16**	- 51.5%	28	**26**	- 7.1%
Median Sales Price*	$1,362,500	**$1,572,500**	+ 15.4%	$1,260,000	**$1,300,000**	+ 3.2%
Average Sales Price*	$1,493,335	**$1,927,397**	+ 29.1%	$1,448,015	**$1,556,886**	+ 7.5%
Percent of Original List Price Received*	98.4%	**101.6%**	+ 3.3%	99.0%	**100.6%**	+ 1.6%
Inventory of Homes for Sale	54	**49**	- 9.3%	—	—	—
Months Supply of Inventory	1.8	**1.9**	+ 5.6%	—	—	—

As the above chart points out, there were 372 new listings and 309 pending sales with 322 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the 92886-zip code within the Yorba Linda single-family market was 26 days during this 12-month period. The median sales price was $1,300,000 and was a 3.2% increase during this period. While the average sales price was $1,556,886 or an increase of 1.6%. Single-family homes were selling at 9100.6% of the original list price received.

There are many factors influencing these market conditions, which are suppressing inventory. Additionally, there is little land available in the immediate area, new home construction is mostly limited to existing homes being demolished to build newly constructed homes. However, new home construction in Orange County to the south and southeast in nearby cities such as Irvine, in the Great Park area specifically, are attractive alternatives for purchasers rather than the limited supply of older existing homes going to market. Further, the market is getting downward pressure on sales prices from continued inflation, the uncertainty of the economy, gas prices reaching all-time highs, and the upcoming election year. As of late interest rates have begun to rise again and sales volume is in decline. The subject's position in the single-family residential market should remain viable in the future, due to its location in the affluent city of Yorba Linda and easy access to beach cities, John Wayne Airport, Los Angeles, and the Inland Empire because of the network of major freeways, and the large employment and population base in the surrounding areas.

Residential Land Market

The Yorba Linda Market and surrounding markets in Orange County are nearly fully built-up and with strong demand for all types of residential land. Across all residential land types there are many observable circumstances where single family zoned land was rezoned, granted variances, used available density bonuses, or used state legislation to effectively make the single-family land equitable to a low density multi-family zoning. In the city of Yorba Linda, existing regulations in compliance with state law allow the construction of a residential home, a detached ADU, and an additional attached "Junior ADU" to be built on a single residential lot. This change in permitting has encouraged local investors to increasingly turn to single family lot development. Additionally, with new development of vacant residential land primarily being multi-family and townhome developments; the demand for single-family homes has greatly increased their residual (i.e.

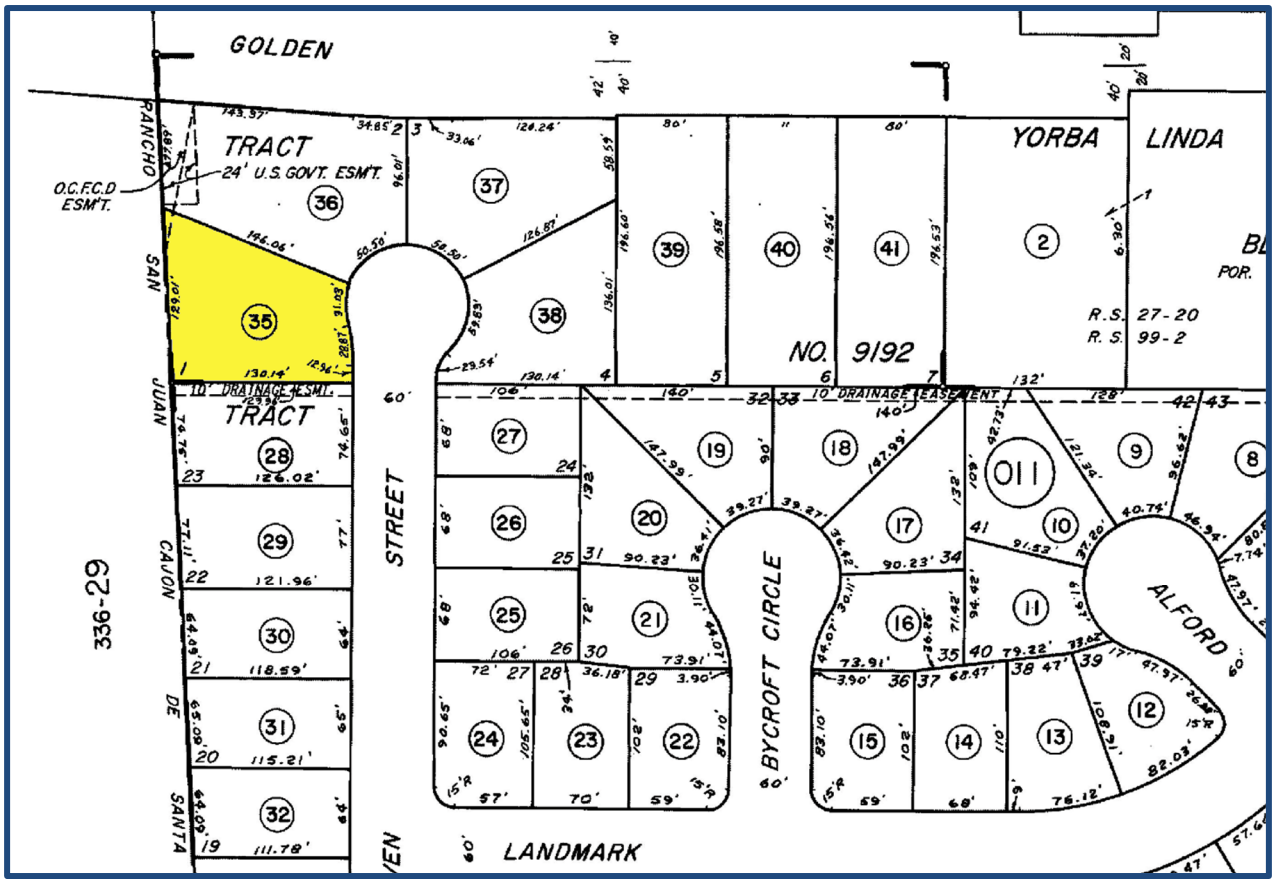
underlying) land values. In terms of highest and best use, the maximally productive use between single family homes, townhouses, and low-density multi-family is narrow enough that the price per square foot value of current land sales for such zonings are directly comparable.

The general trend in home prices has decreased slightly and then recovered to new highs from mid 2022 to present. Residential land sales in the area occur too infrequently and have too many individual characteristics to infer trends from the median sale price and median price per square foot. Total sales volume has been lower in 2023 and YTD 2024 compared to prior years and highs seen in 2021. While the demand for housing remains strong, increases in interest rates have made financing for new development less lucrative.

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Site Description

PLAT MAP



The subject site is located on Winterhaven Street at the end of a cul-de-sac. The characteristics of the site are summarized as follows:

Site Characteristics

Location:	4021 Winterhaven Street, Yorba Linda, CA
Gross Land Area:	0.30 Acres or 13,209 SF (Based on Assessor's Plat Map)
Usable Land Area:	0.30 Acres or 13,068 SF
Usable Land %:	98.9%
Shape:	Slightly Irregular
Average Depth:	146.00 feet
Topography:	Level
Drainage:	Adequate for the current use
Grade:	Above street grade
Utilities:	All to site
Off-Site Improvements:	Typical, including sidewalks, street lights, and curb cuts. A storm drain is located to the rear of the property.

Interior or Corner:	Interior
Signalized Intersection:	No: No traffic signal at, or near, the site
Excess Land:	None
Surplus Land:	None

Street Frontage / Access

Frontage Road	Primary
Street Name:	Winterhaven Street
Street Type:	Residential Cul-de-sac
Frontage (Linear Ft.):	+/- 75 feet
Number of Curb Cuts:	1

Additional Access

Alley Access: No

Flood Zone Data

Flood Map Panel/Number:	060238-06059C0063J
Flood Map Date:	12-03-2009
Flood Zone:	X
	Zone X- An area that is determined to be outside the 100- and 500 year floodplains.

Other Site Conditions

Soil Type:	A soil report was not provided for my review. No visual evidence of soil or geological problems in the form of uneven settlement or excessive cracking was observed at the time of inspection.
Environmental Issues:	An environmental site assessment report was not furnished for our review. An inspection of the property did not reveal any visible or factual evidence of apparent environmental impairment to the site. The appraisers are not considered experts in hazardous materials. The client is advised to obtain an environmental report if further investigation is desired. In addition, a drive-by inspection of the immediate vicinity surrounding the subject did not reveal any uses or hazards that would be expected to pose an apparent risk to the site or would restrict its use.
Easements/Encroachments:	A litigation guarantee dated January 10, 2024 from First American Title was provided. The title provides various easements for public utilities, storm drains, and access. These easements are considered typical for the area and would not be expected to have a negative impact on the development or marketability of the property. Easements of interest to the project are discussed in the Condemnation Analysis section.

Earthquake Zone:	According to the State of California Department of Conservation, the subject is not located within an Alquist-Priolo Special Studies Zone.
Special Hazards	The subject is not located in a Wetlands, California State Coastal Zone or Agricultural Preserve.

Adjacent Land Uses

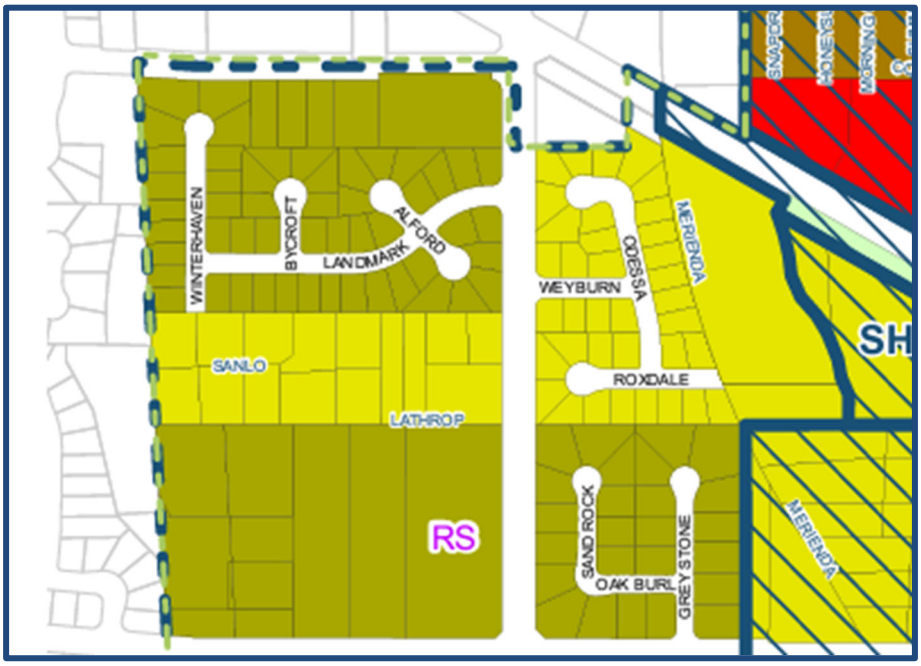
North:	Residential Town homes
South:	Single Family Residential
East:	Single Family Residential
West:	Flood Control Channel and Single Family Residential beyond

Site Ratings

Access:	Average
Visibility:	Average

Zoning Designation

ZONING MAP



Zoning Classification:	R-S, Residential Suburban Zone	
General Plan Designation:	Residential	
Permitted Uses:	Single Family Residential	
Development Standards:	Height Restriction	35 Ft or 2 Stories
	Minimum Lot Area	10,000 SF
Zoning Comments:	This zone is intended as an area for suburban residential development on minimum lot sizes of 10,000 square feet.	

Legal, Conforming Status

Legally Permitted Use:	Yes
Conforms to Parking:	Yes
Conformity Conclusion:	The existing improvements appear to meet the zoning requirements.

Analysis/Comments on Site

We were provided with plat maps of the acquisition areas performed by Vincent Kleppe of The Prizm Group, a professional surveyor. According to public records, the usable area of the site measures 0.30-acres or 13,068 square feet. The rear storm drain easement area which fully overlaps the proposed TCE area is 141 square feet for a gross area of 13,209. The site has all necessary physical utilities. Currently it is improved with a single family residence.

The property is suitable for various single-family home configurations. In this zoning the city currently permits the construction of a detached ADU of up to 1,000 square feet. Additionally, a home can be built or improved with an attached “Jr. ADU”. The main restriction on ADU and home size is a maximum site coverage of 35%.

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FLOOD MAP

Flood Map Report

For Property Located At

CoreLogic RealQuest Professional

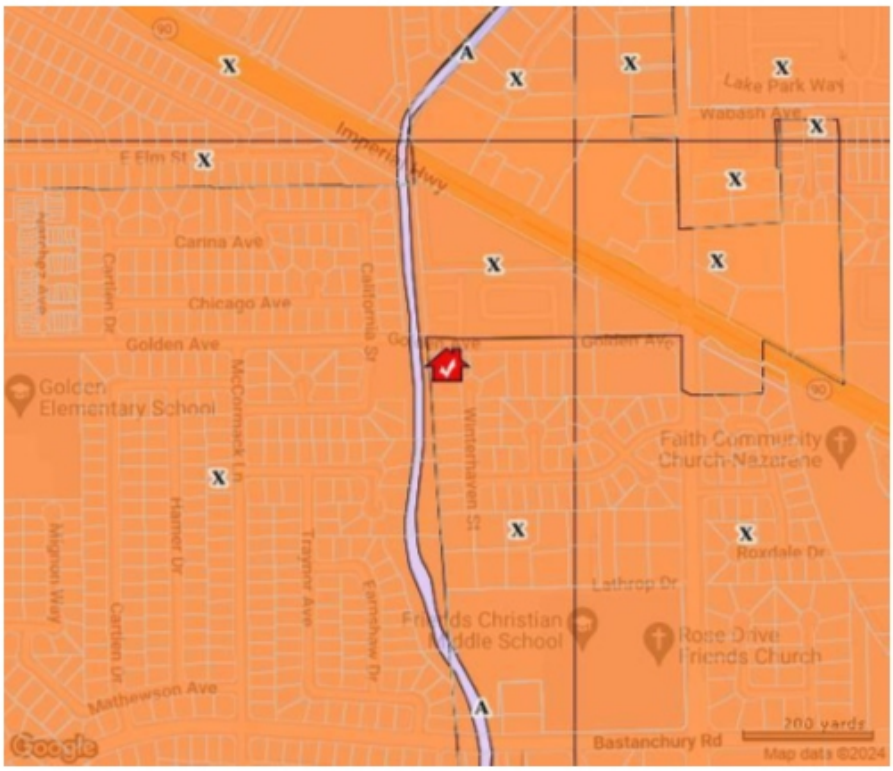
4021 WINTERHAVEN ST, YORBA LINDA, CA 92886-1646

Report Date: 04/04/2024 **County:** ORANGE, CA

Flood Zone Code	Flood Zone Panel	Panel Date
X	060238 - 06059C0063J	12/03/2009
Special Flood Hazard Area (SFHA)	**Within 250 ft. of multiple flood zones?**	**Community Name**
Out	Yes (X,A)	YORBA LINDA

Flood Zone Description:

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



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Improvements Description

Improvement Characteristics

Property Type:	Residential
Property Subtype:	Single Family Residential
Number of Buildings:	1
Construction Class:	D - Wood Frame per Marshall Valuation Service
Construction Quality:	Average

Age / Life

Year Built:	1976
Actual Age:	48 Years

Site Improvements

Site Improvements:	Typical, including rear fencing, landscaping, and concrete driveways. The property is improved with a 2,703 square foot home constructed in 1976.
Landscaping:	Average

Analysis/Comments on Improvements

The improvements are included for informational purposes and not effected by the taking. The take area is along the rear and is part of a flood control area not used by the current owner.

Assessment and Tax Data

Assessment Methodology

Under provisions of Proposition 13, properties are assessed based on their value as of March 1, 1975. This value may increase no more than 2% per year until such time as the property is sold, substantial new construction takes place, or the use of the property is substantially altered. The above property taxes include the general 1% tax, voted indebtedness, and direct assessments. If the property were sold, creating a new assessed value, the direct assessments would not be expected to change. The general tax and the voted indebtedness, however, would be expected to reflect the new basis. Thus, the tax rate specified above relates to the general tax rate and voted indebtedness, and the direct assessments of $613 are in addition to this rate.

Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates, and total taxes, including direct assessments, are shown in the following table:

SUMMARY OF ASSESSED VALUES AND PROPERTY TAXES

Assessor Parcel No.	334-011-35
Land	$741,019
Improvements	$231,755
Total Assessment	$972,774
General Tax	$9,728
Voted Tax	$613
Tax Rate	1.06301%
Direct Assessments	$613
Total Property Taxes	$10,953

Conclusions

According to the Orange County Tax Assessors Office, the subject's property taxes are current as of the date of value.

Highest and Best Use

The Highest and Best Use of a property is the physically possible, legally permissible, and financially feasible use that results in the highest value. An opinion of the highest and best use results from consideration of the criteria, noted above under market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

While improved properties may have a highest and best use different than the existing use, the existing use will generally continue until the land value exceeds the property value at its existing use plus demolition costs. It is not always necessary to determine the highest and best use of an improved property both "As If Vacant" and "As Improved." In many cases, the determination of whether the value as improved exceeds the site value is straightforward, not requiring an opinion of market value for the site. In such cases, a determination of highest and best use of the site (aside from excess land, if present) is neither germane nor required. However, if there is a reasonable question as to whether the site value rises to such a level, then a determination of highest and best use as if vacant is mandated.

In the case of the subject, the underlying land is being appraised as if vacant. The proposed easements will have no effect on the improvements or continued use of the property. Therefore, the highest and best use as improved was not considered.

Analysis of Highest and Best Use As If Vacant

In determining the highest and best use of the property site, we examine the potential for: 1) near-term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Physically Possible

Multiple factors affect the uses with which land may be developed. These factors discussed earlier in the Site Description are summarized in the following table, followed by a conclusion as to potential limitations imposed by the physical characteristics.

PHYSICAL CHARACTERISTICS

Characteristic	Conclusion
Land Area	13,209 square feet / 0.30 acres
Shape	Slightly Irregular
Utilities	All to site
Visibility	Average
Flood Plain	0.00% No risk of flood.
Soil Conditions	No report provided, assumed adequate.
Environmental	Unknown, No apparent conditions
Other	None

Conclusion: There are no items of a physical nature that would materially limit any reasonable development plan.

Legally Permissible

Another threshold of highest and best use is what is legally permissible. This analysis considers applicable private restrictions and zoning constraints; and the potential for change of same, historic district controls, urban renewal ordinances, and other possible legal factors that may result in limitations on development. The primary limiting factors are typically associated with the zoning of the site and easements, which reduce development potential. The elements associated with these potential influences are summarized below.

LEGAL ISSUES

Characteristic	Conclusion
General Plan	Residential
Zoning	R-S, Residential Suburban Zone
Permitted Uses	Single Family Residential
Probability of Change	Unlikely
Easements/Regulations	Discussed Below

Conclusion: The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject is appropriate for the uses allowed and a change in zoning is unlikely. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development of a probable nature. The rear of the site contains a small easement area for flood control and access. The area is unusable to the owner and typical marketing of the property and adjacent homes do not report this area. The impact to the highest and best use is minimal as the tract was developed after the easements for storm drain were made.

The current zoning allows for single family residential developments w/ a detached ADU and an additional attached Jr. ADU.

Financially Feasible

After determining uses that are physically possible and legally permissible, an appraiser considers uses that are likely to produce an adequate return on investment. All uses yielding a positive return are financially feasible. Feasibility is initially tested through market observation of supply/demand trends and market values. If necessary, a more exacting analysis involves a cost/benefit analysis. Shown below is a summary of the analyses associated with the primary and probable uses determined to be both physically possible and legally permissible.

ISSUES OF FINANCIAL FEASIBILITY

Use:	Single Family	Single Family w/ ADUs
Demand	Strong	Strong
Supply	Undersupply	Undersupply
Value Trend	Increasing	Increasing
Feasibility	Long Term Positive	Long Term Positive

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. In the current market, both of the financially feasible

uses yield similar residual land value. How single family lots like the subject develop is largely a result of buyer preference. Considering these factors, the maximally productive use as if vacant is to develop single family residential with or without ADUs.

Conclusion of Highest and Best Use As If Vacant

Based upon the preceding analysis, the conclusion of highest and best use of the subject site as if vacant is as follows:

CONCLUSION AS IF VACANT

Characteristic	Conclusion
Use:	Develop single family residential with or without ADUs.

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is an owner user or local investor.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 334-011-35 located in the City of Yorba Linda, County of Orange with an address of 4021 Winterhaven Street, Yorba Linda, Orange County, California 92886. The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The proposed easements are within existing flood control easement areas. According to the acquisition agent, no site improvements of the fee ownership will be affected. The appraiser reserves the right to amend the report if construction plans change or if any improvements i.e. fencing and foliage, are affected.

Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches.

Cost Approach

The cost approach is based upon the principle that a prudent purchaser would pay no more for a property than the cost to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there are too few comparable sales to develop a credible Sales Comparison Approach analysis.

Sales Comparison Approach

In the sales comparison approach, the appraiser analyzes sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Income Capitalization Approach

The income capitalization approach is based on the principle that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Applicability of Approaches to Subject Property

As stated within the Scope of Work, we have relied upon the Sales Comparison Approach for valuing the underlying land. The Sales Comparison Approach is the most applicable approach for valuing land and thus is the only approach utilized in this appraisal. The Income Approach is not typically used for valuing fee simple land. Specific take areas pertaining to the subject property will be discussed in the following valuation section. Since the acquisition (take) areas involve only land and site improvements, we have valued the land only for the purpose of this appraisal. Methods of the Cost Approach are used to calculate site improvements, if present in the take areas. The highest and best use section concluded a residential use for the subject property. Thus, in the forthcoming land analysis, we have selected land sales with a residential zoning or tendency in use. Furthermore, the acquisitions are not expected to have a significant impact on the continuing use of the subject property as it is currently improved.

Subject Larger Parcel

The appraisal analysis is performed utilizing the theory of the "Larger Parcel". The Larger Parcel is determined by applying a three-part test to evaluate whether a property has unity of ownership, unity of use (or highest and best use) and contiguity. In the case of the subject, the larger parcel consists of a single parcel with a single owner and use as a single-family home. The underlying land consists of a single-family lot. For the purposes of this appraisal, the "Larger Parcel" will refer to the subject site(s) "as vacant" and unimproved, but in a finished condition and with a residential zoning. The rear portion of the property is subject to multiple flood control easements. The take areas are

entirely within the existing flood control easements where the underlying fee owner has only nominal property rights remaining. The easements are discussed in detail in the following valuation section.

Land Valuation by Sales Comparison

Methodology

Land is most often valued using the Sales Comparison Approach. This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same utility. In the sales comparison approach, the opinion of market value is based on closed sales, listings, and pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

A systematic procedure for applying the sales comparison approach includes the following steps: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject site.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price per square foot.

Elements of Comparison

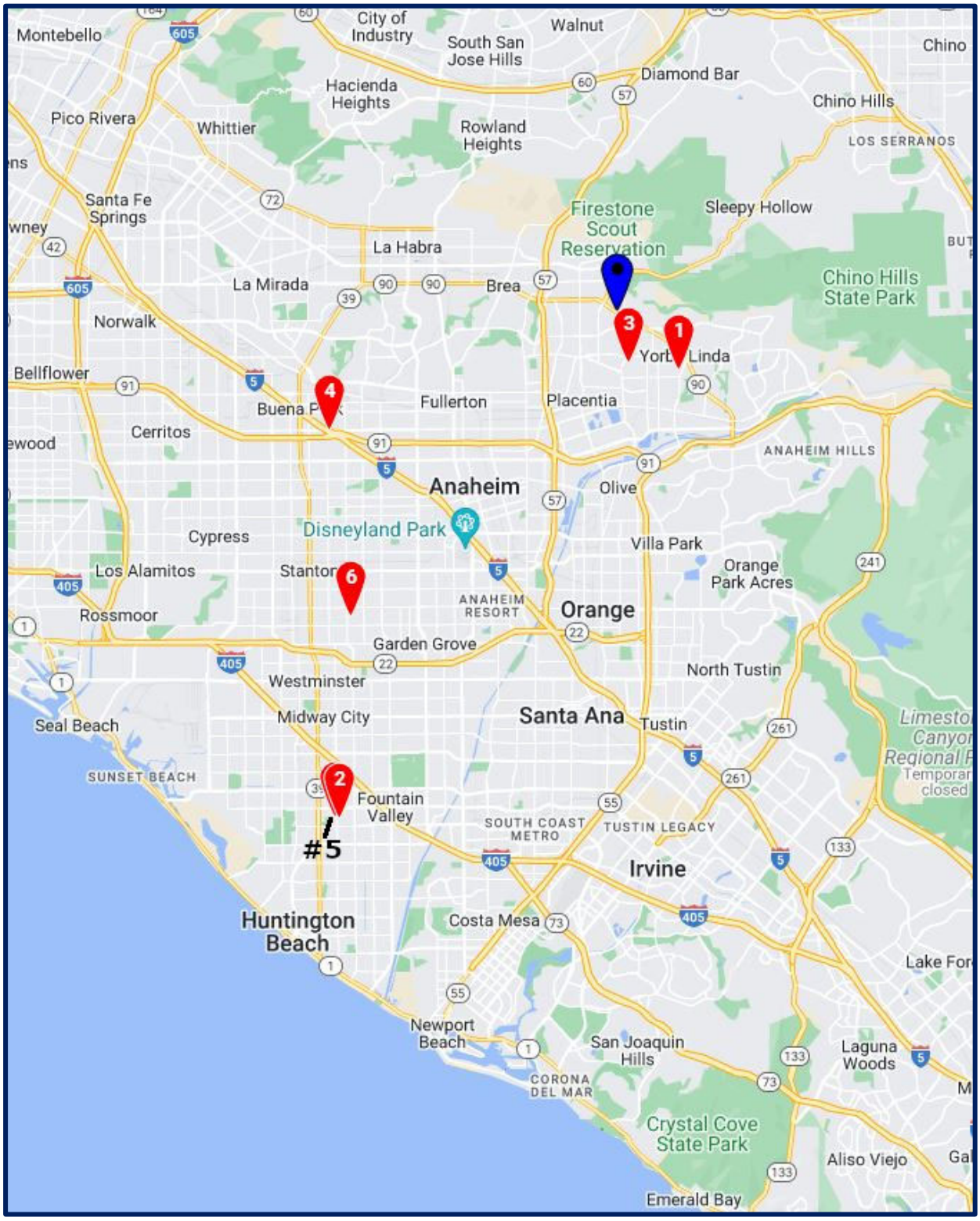
Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that are considered in sales comparison analysis are as follows: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, (4) market conditions, (5) location, and (6) physical characteristics.

Comparable Sales Data

A search of data sources and public records, a field survey, interviews with knowledgeable real estate professionals in the area, and a review of our internal database were conducted to obtain and verify comparable sales and listings of vacant land properties. We used six sales in our analysis, which were judged to be the most comparable in developing an indication of the market value of the subject property.

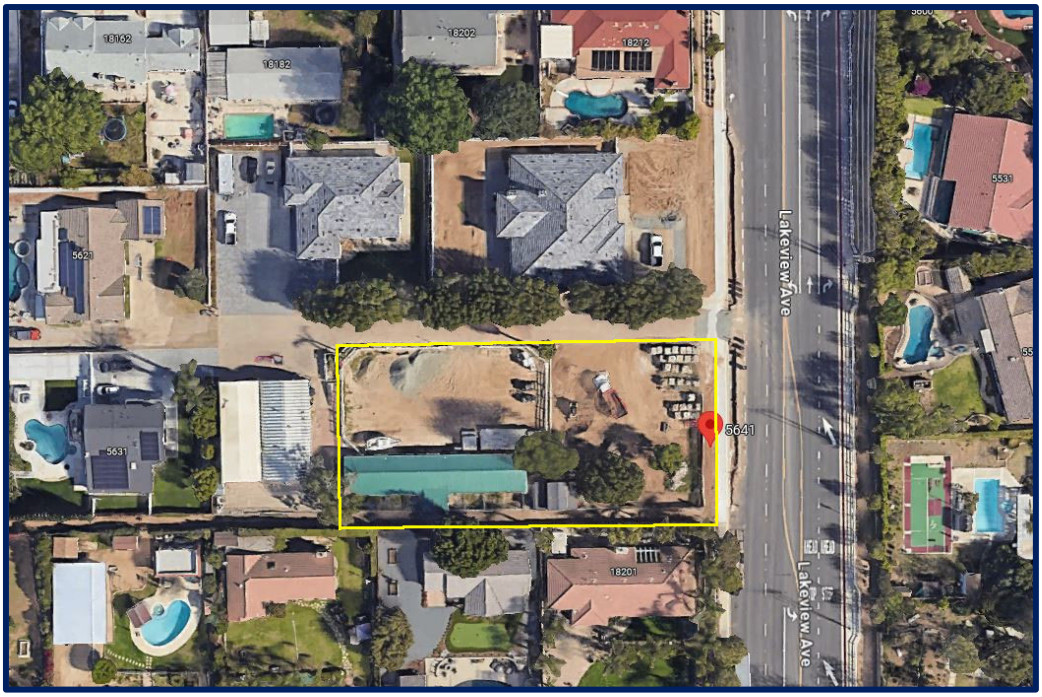
The following map displays the location of each comparable in relation to the subject. Following those, are plat maps of the comparable sales and a discussion of relevant adjustments.

COMPARABLE LAND SALES MAP



Comparable Land Sales

COMPARABLE LAND SALE #1



LOCATION

Address: 5641 LakeView Avenue, Yorba Linda, CA
APN: 343-29-112 (Prior)

DESCRIPTION

Area (SF):	22,590 SF	**Area (AC):**	0.52	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-E		

SALE DATA

Sales Price:	$925,000	**Price/SF:**	$40.95
Date of Sale:	11/17/2023	**Document No.:**	0282321

Terms: All Cash

Buyer: Xiaolin Zeng and Hairong Ni.

Seller: Robert Kerry and Debra Lynn Peterson Trust, 50% Interest and Thomas Hartman and Kimberly Hartman, 50% Interest.

Verification: RealQuest, MLS

Comments: The property is a subdivision of a former larger lot that contains vacant land and aged equestrian stables/ gating. The northern portions of the larger prior parcel have already been developed into large tract home. The southern portion outlined above containing the primary horse stable and gated exercise area are part of this sale. The zoning allows a minimum lot size of 15,000 square feet. The buyer demolished the improvements and no value for the improvements was allotted.

COMPARABLE LAND SALE #2



Address: 8572 Talbert Avenue, Fountain Valley, CA
APN: 122-781-73

DESCRIPTION

Area (SF):	50,938 SF	**Area (AC):**	1.17	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	CP-HO1 (Residential Overlay)		

SALE DATA

Sales Price:	$3,000,000	**Price/SF:**	$58.90
Date of Sale:	07/28/2023	**Document No.:**	0183128

Terms: All Cash

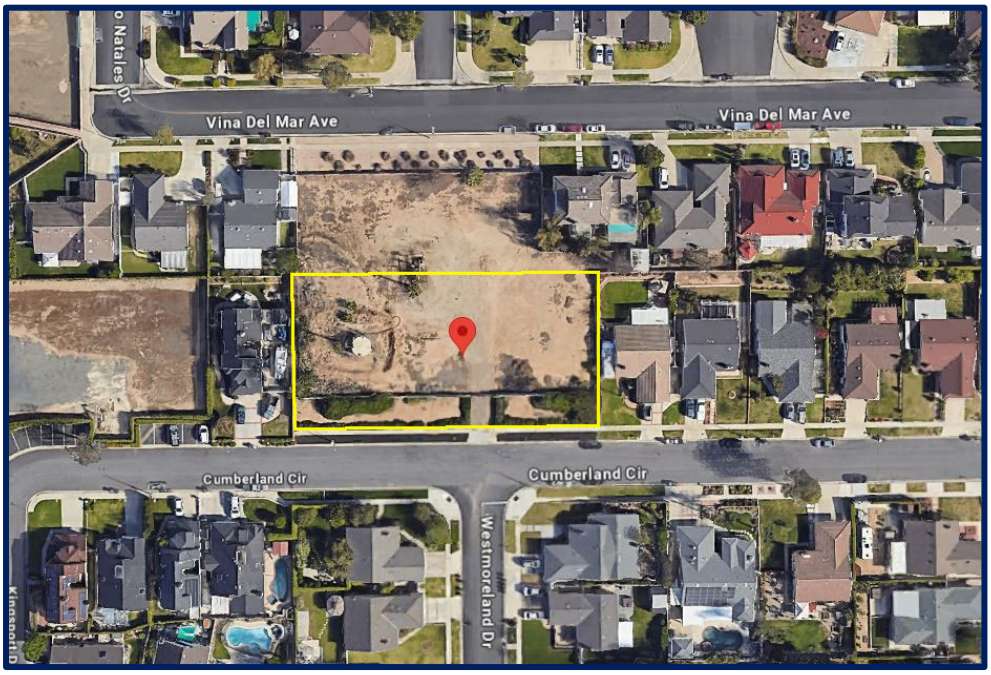
Buyer: Bonanni Development Company VI, LLC

Seller: Ronald Lawrence Courreges, Jancie Marie White, Linda Ellen Callens, Irene H. Lindsay as tenants in common.

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists an older large SFR lot located near the southeast corner of Talbert Avenue and Newland Street. The property is zoned for commercial professional meaning a small office development, but the surrounding area is residential, and a residential overlay allows garden style residential homes.

COMPARABLE LAND SALE #3



Address: 16801 Cumberland Cir., Yorba Linda, CA
APN: 341-221-11 to 14

DESCRIPTION

Area (SF):	29,620 SF	**Area (AC):**	0.68	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-U		

SALE DATA

Sales Price:	$2,258,000	**Price/SF:**	$76.23
Date of Sale:	07/20/2023	**Document No.:**	0194071

Terms: All Cash

Buyer: Monbri, LLC

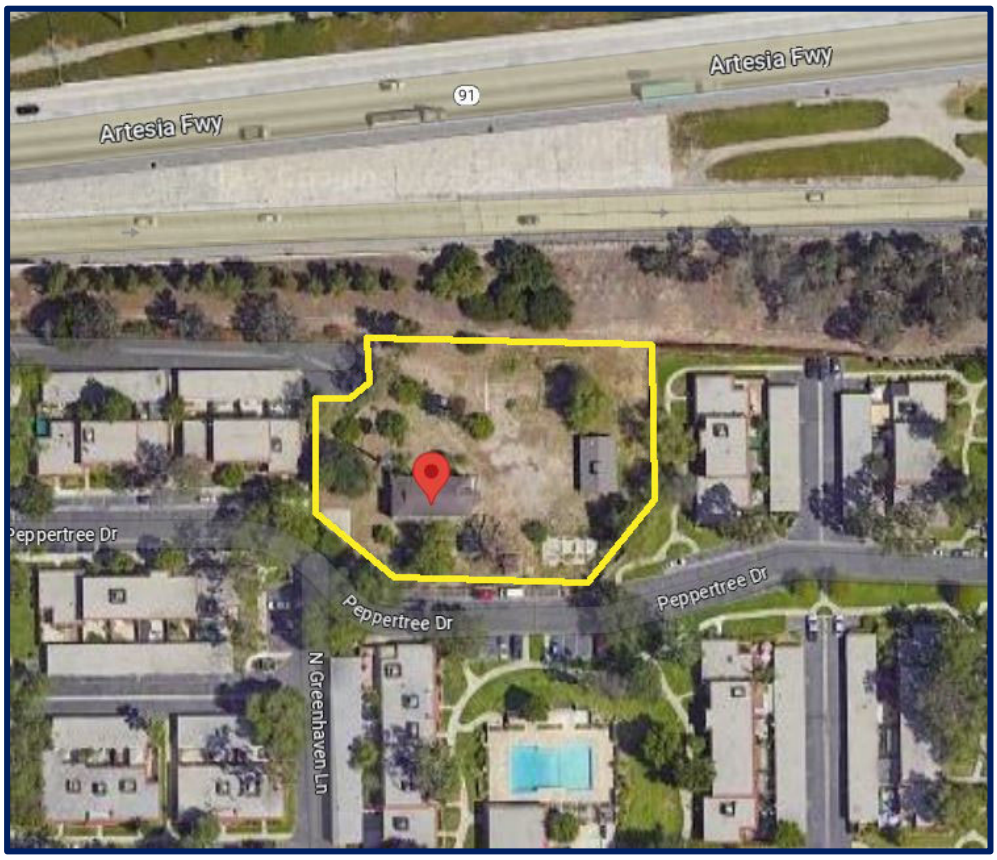
Seller: Eric T Lamhofer 50% interest, and Linda L. Davis 50% Interest

Verification: RealQuest, MLS

Comments: The property was a larger lot which formerly had an oil well. The property boundary of Yorba Linda and Placentia ran through the property. After the oil lease expired the improvements have been removed and the present southern portion in the City of Yorba Linda was split into four individual lots and marketed for sale. The buyer purchased all four lots as a single transaction. There are no reported environmental issues. The zoning allows a minimum lot size of 7,500 square feet.

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COMPARABLE LAND SALE #4



Address: 1442 N Dale Avenue, Anaheim, CA
APN: 070-741-01

DESCRIPTION

Area (SF):	40,511 SF	**Area (AC):**	0.93	**Shape:**	Irregular
Typography:	Level	**Location:**	Interior	**Condition:**	Two Old Structures
Utilities:	All to Site	**Zoning:**	RM2 (Residential)		

SALE DATA

Sales Price:	$2,500,000	**Price/SF:**	$61.71
Date of Sale:	08/12/2022	**Document No.:**	0276917

Terms: All Cash

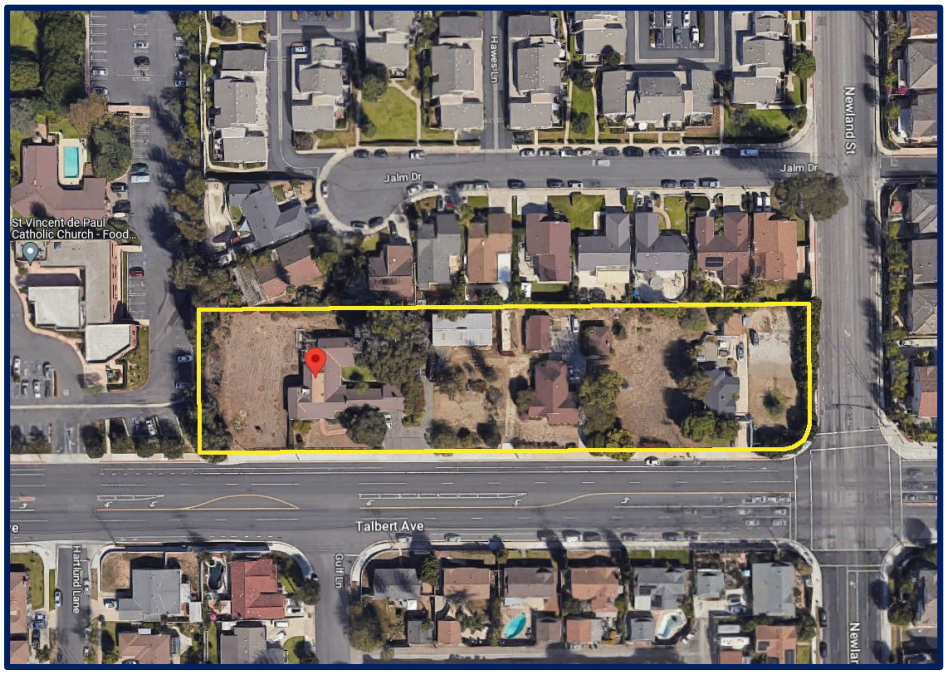
Buyer: Bonanni Development Company V, LLC

Seller: Judy Maria Boisseranc Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The property is surrounded by an apartment community but was never developed. There are two older structures on site which will be demolished. To the northern border is a major freeway. The zoning allows a minimum lot size of 3,000 square feet.

COMPARABLE LAND COMP #5



Address: 8371-8461 Talbert Avenue, Huntington Beach, CA
APN: 167-531-23 & 167-531-24

DESCRIPTION

Area (SF):	92,434 SF	**Area (AC):**	2.12	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	RL (Residential)		

SALE DATA

List Price:	$6,150,000	**Price/SF:**	$66.53
Date of Sale:	08/2/2022	**Document No.:**	0267190

Terms: All Cash

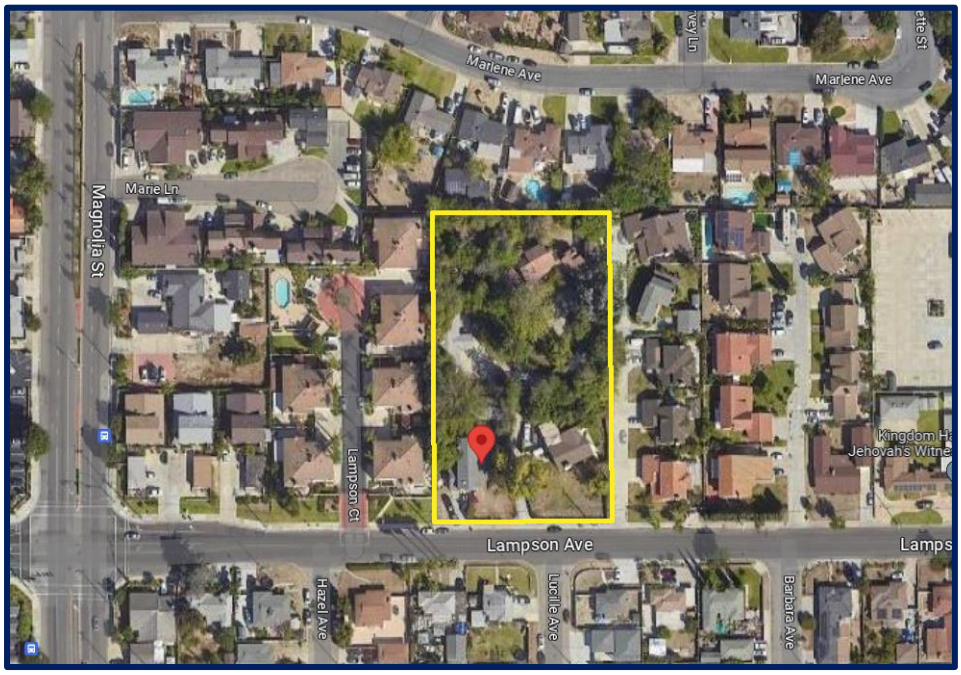
Buyer: Olson Urban V- Huntington Beach 4, LLC, a Delaware limited liability company

Seller: Gordon A Langston and Mary M. Langston, as Trustees of the Langston Family Trust

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists of two older SFR lots located on the corner of Talbert Avenue and Newland Street. The prior owner had owned the property for over 100 years, and it was sold for redevelopment. The area differs from some records and is based on the assessor plat map. The site is currently under development of residential townhome units. The zoning allows a minimum lot size of 6,000 square feet.

COMPARABLE LAND COMP #6



Address: 9071-9091 Lampson Ave, Garden Grove, CA
APN: 133-183-55, 133-183-56, 133-183-57, 133-183-58

DESCRIPTION

Area (SF):	69,696 SF	**Area (AC):**	1.60	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-1-7		

SALE DATA

List Price:	$4,750,000	**Price/SF:**	$68.30
Date of Sale:	07/22/2022	**Document No.:**	0255549

Terms: All Cash

Buyer: PLC Garden Grove LLC

Seller: Bicknell Family Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The land sale consists of four interior parcels located among single family developments. The property contains four old single-family homes of older age, some reportedly in poor condition. The exterior of one at the front appears to be in average condition. The buyer plans to demolish and redevelop a higher density residential project. The zoning allows a minimum lot size of 7,000 square feet.

Land Sales Comparison Analysis

All of the sales were analyzed, and adjustments were made for differences in the various elements of comparison, including: real property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, size, and other relevant factors. If the comparable sale was considered superior to the subject for any element of comparison, we applied a negative adjustment to the comparable. Conversely, a positive adjustment to the comparable was applied if it was considered inferior to the subject for any element. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include 1) real property rights conveyed, 2) financing terms, 3) conditions of sale and 4) expenditures made immediately after purchase. These items are applied prior to the market conditions and property adjustments, and are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed in land sales, such as easements, right of way, private or public restrictions, the right to develop, and any other land use right the property may transfer upon sale (e.g. the right to farm, mine, or subdivide) influence sale prices and may differ among land sale comparables.

Financing Terms

The transaction price for one property may differ from that of an identical property due to different financial arrangements. Sales with financing terms not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts atypical mortgage terms to provide an indication of value at cash equivalent terms.

Conditions of Sale

When the conditions of a sale are atypical, the resulting price may be higher or lower than a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale scenario involves a downward adjustment applied to a comparable property's for-sale listing price, which usually reflects the upper limit of value.

A knowledgeable buyer considers expenditures that must be made upon purchase of a property, decreasing the amount he will agree to pay. Such expenditures may include: (1) costs to demolish and remove any portion of the improvements, (2) costs to petition for a zoning change, and/or (3) costs to remediate environmental contamination. The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sale involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison.

Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuation in supply and demand, and other factors. Changing market conditions creates the need for adjustments to sale comparables that represent transactions during periods of dissimilar market conditions.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages that reflect the increase or decrease in value attributable to various characteristics of the property. In some instances, qualitative

adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Location

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors.

Size

The size adjustment identifies variances in the physical size of the comparables and the subject improvements. Typically, the larger a parcel, the lower the sale price per unit. This inverse relationship is due, in part, to the principle of "economies of scale."

Shape

Parcels of land with odd, non-rectangular, shapes sometimes limit the amount of land within the parcel available for development, resulting in less utility for some portions of the site. Consequently, these parcels are less desirable to buyers and require adjustment.

Topography and Soils

Sites may differ in value due to physical characteristics such as: grading, contour, drainage, potential for development, and soil content/condition. Adjustments are made to offset additional costs that will incur and any soil changes needed when improving the land. In other cases, topographical and soil conditions, such as steep cliffs, impede development on portions of a site.

Zoning

The highest and best use of sale comparables should be very similar to the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may have to be adjusted for differences in utility if the market supports such adjustment.

Other Property Adjustments

Other property adjustments are: any other adjustment category relevant to the report. Other adjustments often utilized are: Utilities to the site, Condition, Flood Zone, Building Improvements and an "Other" category, for site specific characteristics.

Summary of Adjustments

From our analysis, we have summarized adjustments to the sale comparables on the following adjustment grid. Following the grid is a discussion of our adjustments and the land value conclusion. These qualitative adjustments are based on our market research, best judgment, and experience in appraising similar properties.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	11/17/23	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Single Family Home	Horse Stable	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	4021 Winterhaven Street	5641 LakeView Avenue	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Yorba Linda	Yorba Linda	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	334-011-35	343-29-112	122-781-73	4 Parcels	070-741-01	167-531-23 & 24	133-183-55 to 58
Gross Acres	0.30 ac	0.52 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	13,209 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$925,000	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$40.95	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.38 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*4021 Winterhaven Street Yorba Linda*	*5641 LakeView Avenue Yorba Linda*	*8572 Talbert Avenue Fountain Valley*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		-	Sl. Superior	-	Inferior	Sl. Superior	Sl. Inferior
Size	13,209 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		Sl. Inferior	Inferior	Sl. Inferior	Inferior	Inferior	Inferior
Shape/Depth	*Irregular*	*Rectangular*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Sl. Superior	Sl. Superior	Sl. Superior	-	Sl. Superior	Sl. Superior
Access/Visibility	*Interior*	*Interior*	*Interior*	*Interior*	*Interior*	*Corner*	*Interior*
Adjustment		-	-	-	-	-	-
Topography	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		-	-	-	-	-	-
Zoning	*R-S*	*R-E*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	*10,000*	*15000*	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*3*	*1.8*	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Far Inferior	-	Superior	Superior	Superior	Superior
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*Stable*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		Sl. Inferior	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Net Physical Adjustment		Inferior	Similar	Superior	Sl. Inferior	Sl. Superior	Sl. Superior
Adjusted Sale Price per Gross Square Foot		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore no sales conditions adjustments were needed.

An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as a recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property. Over the past 18 months single family home prices have declined slightly and then recovered to new highs. Prices for low density mult-family have remained mostly flat in the same period. Residential land sales occur to infrequently to infer a specific trend that is appropriate and applicable for each sale comparable. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California.

As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for single family and low-density residential uses. There is a paucity of recent transactions in comparable locations for a market that is near fully built up. Therefore, we selected from sales of any type of land with a low-density residential zoning to bracket a value for the subject's underlying land. Each of the sale transactions with the exception of Sale 1 come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No.1

Land sale no. 1 is located southeast of the subject, at 5641 Lakeview Avenue, in the City of Yorba Linda. The sale price for this property was $925,000 which equates to $40.95 per square foot. The property is larger in size and located on a rectangular lot, the zoning only allows a density of 1.8 units per acre with a minimum lot of 15,000 square feet and as a result is unlikely to allow furth subdivision without special permission. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$40.95** per square foot.

Land Sale No.2

Land sale no. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is inferior in larger size. Although the property allows greater density, the property is zoned commercial professional with a residential overlay which may complicate the development process. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No.3

Land sale no. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property is slightly larger in size but is a superior shape and allows slightly greater subdivision. The property consisted of four individual uniform lots within an existing housing tract. Overall, this

comparable was considered superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No.4

Land sale no. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. It is also larger in size. It is similar in irregular shape to the subject and allows for greater density. This comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No.5

Land sale no. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It is inferior in size and sold with aged single family residential properties. The zoning allows greater density and potential density bonuses for townhome style or minimal setback individual lots. The property has sense been developed into 3 story townhomes. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No.6

Land sale no. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is larger in size and contains existing single family developments. The property is rectangular in shape and allows greater density. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale #	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Superior
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Slightly Superior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Slightly Superior
S	4021 Winterhaven Street	Yorba Linda	R-S	-	-	13,209	**$65.00**	-
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Similar
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Slightly Inferior
1	5641 LakeView Avenue	Yorba Linda	R-E	11/17/23	$925,000	22,590	$40.95	Inferior

Sales 1 and 3 were both recent transactions and located within the same city as the subject. Sale 3 represents the upper end with smaller lot sizes allowed and uniform lots, while Sale 1 would not allow any further subdivision of the lot. These local sales bracket the limits of the range of value. The

remaining sales are from the Orange County area and provide a good indication of value for the subject. Therefore, we have concluded a value near the middle of the market range at **$65.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	13,068
Indicated Value PSF	$65.00
Indicated Value	$849,420
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$850,000**

Condemnation Analysis

Acquisition Summary

The subject property larger parcel is a single family home on a suburban residential tract. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 0.30 acres or 13,209 square feet. The subject project will use a 13.36 square foot permanent bridge construction easement and a 141.30 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $850,000 or **$65.00** per square foot.

Description of the Part Taken: Permanent Bridge Easement

This project proposes to take a permanent bridge easement of 13.36 square feet located at the northeastern corner of the site. The area is triangular in shape. Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Rear Flood Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions. Historically, the rear of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (2) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – Orange County Flood Control Easement Per 7738-900

This easement dated 9/24/1965 grants an "easement for right of ingress and egress, together with the right to grade, construct, and maintain, a roadway ramp in, over, upon, and across that certain real property". The permanent bridge easement is located withing this easement and the overlap of this easement on the subject is more or less equal to the TCE area.

1 - Additional OC Flood Control Easement TI38/900

Absent from the labeling in the plat map and the provided title litigation guarantee is the main flood control easement which has the same boundaries as easement 1. This easement is listed on the tract map with a book reference of TI83/900, though no digital copies were available to us. It is assumed that the language defining the rights of this easement is consistent with related easements along this flood control channel which detail "A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, inspect, maintain and repair a channel or channels ….. in, on, over, under and across that certain parcel." This easement was acquired by the US Government and later assigned to OC Flood Control District.

2 – Orange County Flood Control Easement Per 958-427

An easement to "ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes" in the document recorded 9/15/1938. This easement is much wider and encroaches into the backyard areas of the subject and adjacent single-family homes. The purpose of this easement is no longer needed with the construction of the Carbon Canyon Dam. It is unknown if the easement has been vacated, but public activity using it appears to have ceased and it is most likely vacated. Additionally, a similar easement on properties to the north was found to have been vacated. It is discussed here for informational purposes as it appears on the plat of the taking but does not affect the value conclusions.

3 – USA Flood Control Easement Per 5451-322

This easement is not directly overlapping with the take areas, but is bordering to the North. This easement was recorded on September 22, 1960 and overlaps with the access area to the north. It was obtained as part of the Carbon Canyon Dam project and is not currently in use.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the assigned US government easement. The fee residential owner retains ownership of the gross lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a portion in the northwestern corner and a strip just west of the boundary of the flood control easement (i.e. the subject's rear yard fencing). It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. Marketing of the improved property does not include this area as usable land. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a 100% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $65.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 13.36 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% results in a value conclusion for the portion of the subject acquired for permanent bridge easement of **$43**. This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-011-35	13.36 SF	$65.00	5%	$43

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 141.30 square feet that is located at the northwestern corner of the subject. The triangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 1 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 67°24'57" EAST, A DISTANCE OF 2.77 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 11°13'15" WEST, A DISTANCE OF 9.85 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID RANCHO, SAID POINT ALSO BEING LOCATED SOUTH 3°23'36" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 10.75 FEET FROM THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND SAID EASTERLY RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 10.75 TO THE **POINT OF BEGINNING**.

CONTAINS 13.36 SF MORE OR LESS.

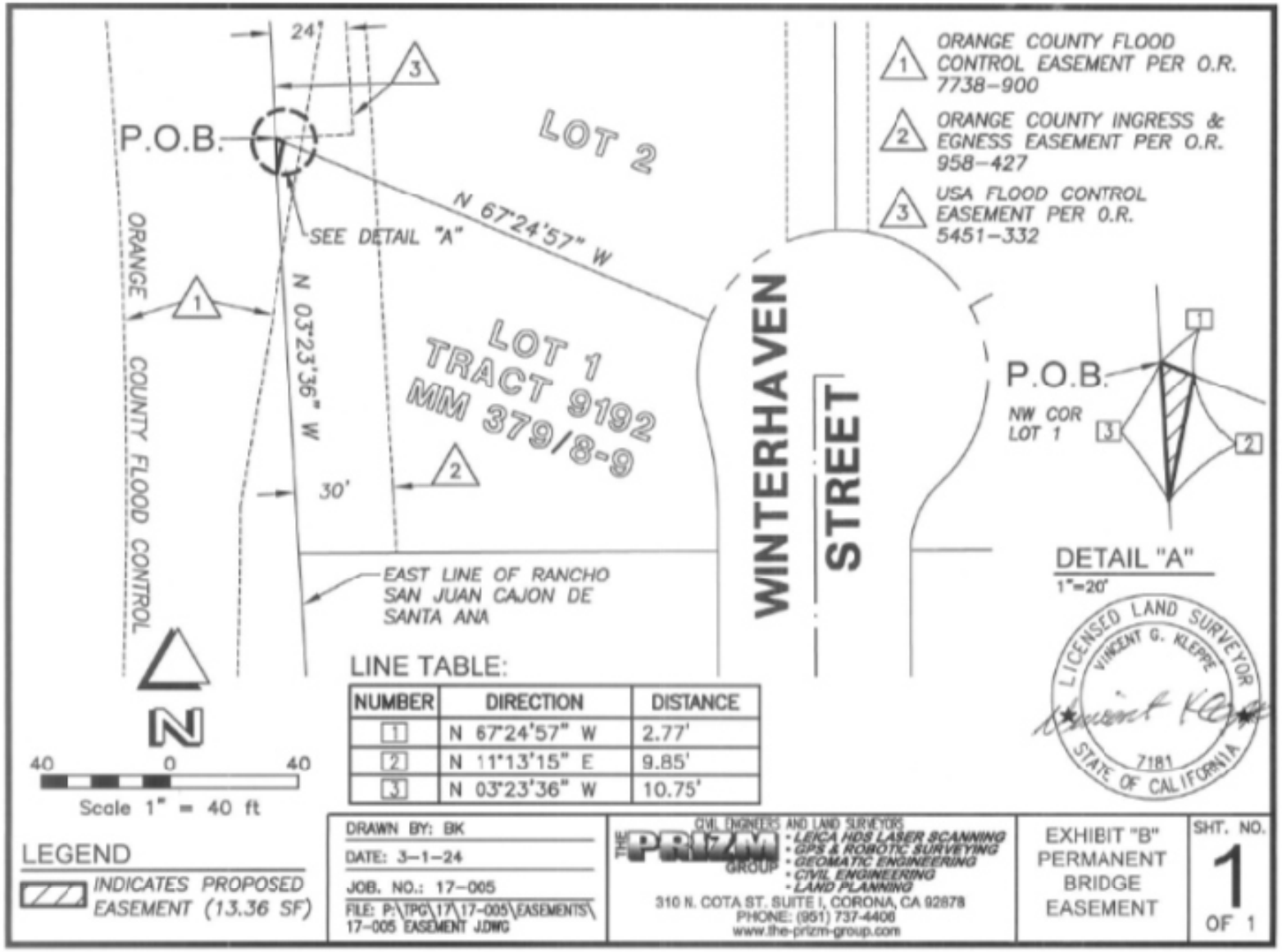
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: PERMANENT BRIDGE EASEMENT



Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 1 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 67°24'57" EAST, A DISTANCE OF 8.52 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 34.06 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID RANCHO, SAID POINT ALSO BEING LOCATED SOUTH 3°23'36" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 36.92 FEET FROM THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND SAID EASTERLY RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 36.92 TO THE **POINT OF BEGINNING**.

CONTAINS 141.31 SF MORE OR LESS.

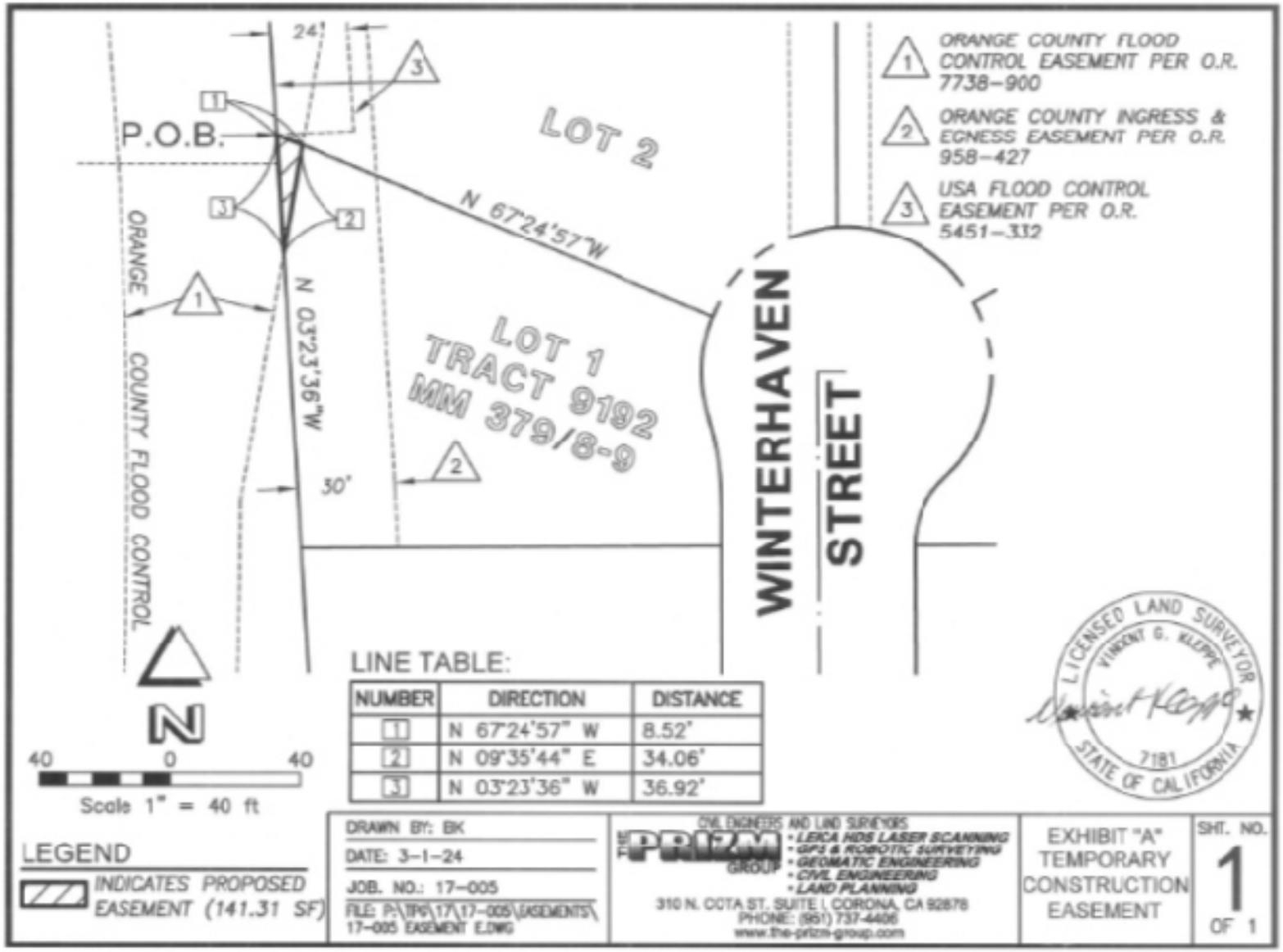
Vincent K Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: TEMPORARY CONSTRUCTION EASEMENT



Photographs of Proposed Acquisitions



VIEW OF EASEMENT AREAS ALONG ACCESS ROAD LOOKING SOUTH

The temporary construction easement and fee taking are located along the asphalt paved road and left slight berm at the beginning of the property line which is located to the left of the access road when the wooden fencing and retaining wall transitions to chain link fencing and shrubbery beyond.



VIEW OF EASEMENT AREAS FROM ROAD (GOLDEN AVENUE)



VIEW OF EXISTING BRIDGE LOOKING WEST (SUBJECT LOCATED LEFT)

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion. Historical marketing of the subject property has given a site area of the usable area exclusive of the gross area that includes the flood control easement.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. All take areas are outside the physical improvement (fence/wall) of the property. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at $849,377. Our value conclusions are summarized in a table on the following page. It should be noted that the difference between the before and after condition is nominal and the calculation shown here is solely mathematical. Market value of the larger parcel and actions by buyers and sellers would reflect the net (usable) area of the site.

Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." [8] The nominal valuation as defined by Cal-Trans was rounded at **$5,00** for the proposed permanent bridge easement and **$500** for the temporary construction easement.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition - Land Only	$849,420	
Permanent Property Rights		
Value of Part Taken - Land (13.36 SF)	$43	
Site Improvements	$0	
Value of Part Taken - Building Improvements	$0	
Total Value of Permanent Property Taken	$43	$500 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition - Land Only	$849,377	
Temporary Property Rights		
Temporary Construction Easement (141.3 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$1,000 - Nominal**

[8] *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition, 2002, Page 196

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.

2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management, unless otherwise noted.

3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Orange County will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.

4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.

5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations, or restrictions existing in the subject property.

6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.

7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Orange County is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

9. The dates of value for which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.

10. Maps, plats, and exhibits included in this report are for illustration only and are intended to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The square footage totals utilized in this report may be based upon the legal description of the property, assessors plat maps, building plans, previous estimates and/or a measurement of the premises by the appraiser(s). The measurements utilized in this report, should not be construed as an exact measurement of the site or improvements. If so desired, a professional survey should be conducted by a trained and qualified consultant.

11. The information, estimates, and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them is assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.

13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.

14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Orange County and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.

15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.

16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Orange County.

17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.

18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the

subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.

20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.

21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.

23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are

deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect, or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.

27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

31. No changes in any federal, state, or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

32. Projections of income and expenses made in this appraisal are not predictions of the future and are made as of the date of the appraisal. These estimates represent the appraiser's best estimate of current market related thinking on future income and expenses. The appraiser makes no warranty that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of the appraiser(s) to predict or in any way warrant the conditions of a future real estate market, rather the appraiser(s) can only reflect what the investment community, as of a specific date, envisions for the future in terms of rental rates, expenses, supply and demand.

33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. Therefore, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Orange County both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Orange County and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Orange County or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Orange County for this assignment, and under no circumstances shall any claim for consequential damages be made.

36. Valbridge Property Advisors | Orange County shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Orange County. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Orange County and its employees harmless in the event of any lawsuit brought by any third party, lender,

partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Orange County harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Orange County in such action, regardless of its outcome.

37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Penner and Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.

38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.

40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

41. Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or to this Agreement shall be filed in court within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages.

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Certification – John Penner, Jr.

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.



John D. Penner Jr.
Staff Appraiser
California License #AG3009243

Certification – John D. Penner

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
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13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.



John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

Addenda

Exhibit A: Notice To Appraise
Exhibit B: Title Litigation Guarantee
Exhibit C: Easements
Exhibit D: Parcel Diary
Glossary
Qualifications

- John Penner, Jr., AG
- John D. Penner, MAI

Information on Valbridge Property Advisors
Office Locations

Exhibit A: Notice to Appraise

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

March 11, 2024

John and Allison Gaddis
4021 Winterhaven St.
Yorba Linda, CA 92886

Re: City of Placentia - Golden Avenue Bridge Replacement Project ("Project")
Property Address: 4021 Winterhaven St. Yorba Linda, CA 92886
Assessor Parcel No. (APN): 334-011-35

Dear John and Allison Gaddis,

The City of Placentia (City) is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property, located at 4021 Winterhaven St. Yorba Linda CA 92886 , is within the project area and a portion may be required for the project. Before a decision can be made to acquire any interests in your property, the law provides that the interest first be appraised. As part of the appraisal process, it will be necessary to perform an inspection of your property to aid in the determination of Just Compensation. You or your representative may accompany the appraiser on this inspection if you wish to do so.

The City of Placentia has retained the services of Valbridge Property Advisors, an independent appraisal firm, to prepare an appraisal. John Pernner, MAI will be contacting you to schedule the appraisal. You may call him at (714) 449-0304 to schedule an appointment for the inspection of your property if you choose to be present.

We have enclosed an Acquisition Handbook which will provide you with answers to questions owners frequently ask concerning land acquisition procedures. All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000d, et seq.) and Section 162(a) of the Federal Highway Act of 1973 (23 U.S.C. 324).

Enclosed for your information is a brochure which discusses this requirement.

This notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments.

The City of Placentia has retained the services of Epic Land Solutions, Inc., a right of way acquisition firm, to discuss this project with you, explain the proposed transaction and coordinate the acquisition process. If you have any questions or concerns, please feel free to contact Christine Wasfi, Right of Way Agent at 951-405-4645 or cwasfi@epicland.com .

Sincerely,

_____

Damien Arrula
City Administrator
City of Placentia
(714) 993-8171

Enclosures

- EXHIBIT A – TCE Legal Description/Plat Map
- EXHIBIT B – Permanent Easement Legal Description/Plat Map
- Acquisition Handbook
- Your Rights under Title VI Brochure

Exhibit B: Title Litigation Guarantee

UPDATED

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015734**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____ By: _____
Kenneth D. DeGiorgio, President — Lisa W. Cornehl, Secretary

By:
Authorized Countersignature

This jacket was created electronically and constitutes an original document

© California Land Title Association. **All rights reserved.** The use of this Form is restricted to CLTA subscribers in good standing as of the date of use. All other uses prohibited. Reprinted under license or express permission from the California Land Title Association.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule A	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015734**

File No.: 7015734

Guarantee No. 7015734 Amount of Liability: $2,500.00

Date of Guarantee:January 10, 2024 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   City of Placentia

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Yorba Linda, County of Orange, State of California, described as follows:

   LOT 1 OF TRACT NO. 9192 IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 379, PAGES 8 AND 9 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

   APN: 334-011-35

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015734**

File No.: 7015734

1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$5,476.65, PAID
Penalty:	$0.00
Second Installment:	$5,476.65, OPEN
Penalty:	$0.00
Tax Rate Area:	25-036
A. P. No.:	334-011-35

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Covenants, conditions and restrictions in the document recorded in Book 251 of Deeds, Page 236, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document(s) declaring modifications thereof recorded JUNE 12, 1934 as BOOK 630, PAGE 263 of Official Records.

5. An easement for ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes in the document recorded SEPTEMBER 15, 1938 as BOOK 958, PAGE 427 of Official Records.

6. An easement for FLOOD CONTROL AND CHANNEL and incidental purposes in the document recorded as BOOK 5451, PAGE 332 of Official Records.

7. An easement for UNDERGROUND LINES and incidental purposes in the document recorded as BOOK 11847, PAGE 566 of Official Records.

8. An easement for UNDERGROUND LINES and incidental purposes in the document recorded as BOOK 11902, PAGE 726 of Official Records.

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9. An easement for TEMPORARY CONSTRUCTION AND ACCESS and incidental purposes in the document recorded JULY 07, 2020 as INSTRUMENT NO. 20-319630 of Official Records.

   The effect of a deed dated NOVEMBER 14, 2023, executed by CITY OF PLACENTIA, A MUNICIPAL CORPORATION AND CHARTER CITY to JOHN D. GADDIS AND ALLISON GADDIS, HUSBAND AND WIFE AS JOINT TENANTS, recorded NOVEMBER 15, 2023 as INSTRUMENT NO. 23-280058 AND RE-RECORDED NOVEMBER 21, 2023 AS INSTRUMENT NO. 23-291204 AND RE-RECORDED DECEMBER 07, 2023 AS INSTRUMENT NO. 23-302557, BOTH of Official Records.

10. A deed of trust to secure an original indebtedness of $735,000.00 recorded MAY 06, 2021 as INSTRUMENT NO. 21-304139 OF OFFICIAL RECORDS.

Dated:	MAY 03, 2021
Trustor:	JOHN D GADDIS AND ALLISON GADDIS, HUSBAND AND WIFE AS JOINT TENANTS
Trustee:	QUALITY LOAN SERVICE CORPORATION
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER:	HOME POINT FINANCIAL CORPORATION

11. A financing statement recorded FEBRUARY 24, 2022 as INSTRUMENT NO. 22-73861 OF OFFICIAL RECORDS.

Debtor:	JOHN GADDIS AND ALLISON GADDIS
Secured party:	SUNPOWER CAPITAL SERVICES, LLC

The solar energy system, if any, located on the Land.

12. A deed of trust to secure an original indebtedness of $250,000.00 recorded JUNE 08, 2022 as INSTRUMENT NO. 22-207771 OF OFFICIAL RECORDS.

Dated:	MAY 24, 2022
Trustor:	JOHN D. GADDIS AND ALLISON GADDIS, HUSBAND AND WIFE AS JOINT TENANTS
Trustee:	SCHOOLSFIRST FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION
Beneficiary:	SCHOOLSFIRST FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

13. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.

Exhibit C: Easements

Orange County Flood Control Easement Per 7738-900

BOOK 7738 PAGE 900

10454

RECORDED AT REQUEST OF ORANGE CO. FLOOD CONTROL DIST.
IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF.
2 PM NOV 12 1965
J. WILLE CARLYLE, County Recorder

FREE

Recorded at request of, and return to:
Orange County Flood Control District

Project No. E03
Project: Carbon Canyon Channel
Parcel No. 813

EASEMENT DEED

For a valuable consideration, receipt of which is hereby acknowledged,

NORMA BRIGHT VAN PATTEN,
a widow

does hereby GRANT to

THE ORANGE COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

an Easement for the right of ingress and egress, together with the right to grade, construct and maintain a roadway ramp in, over, upon and across that certain real property situated in the County of Orange, State of California, and described as follows:

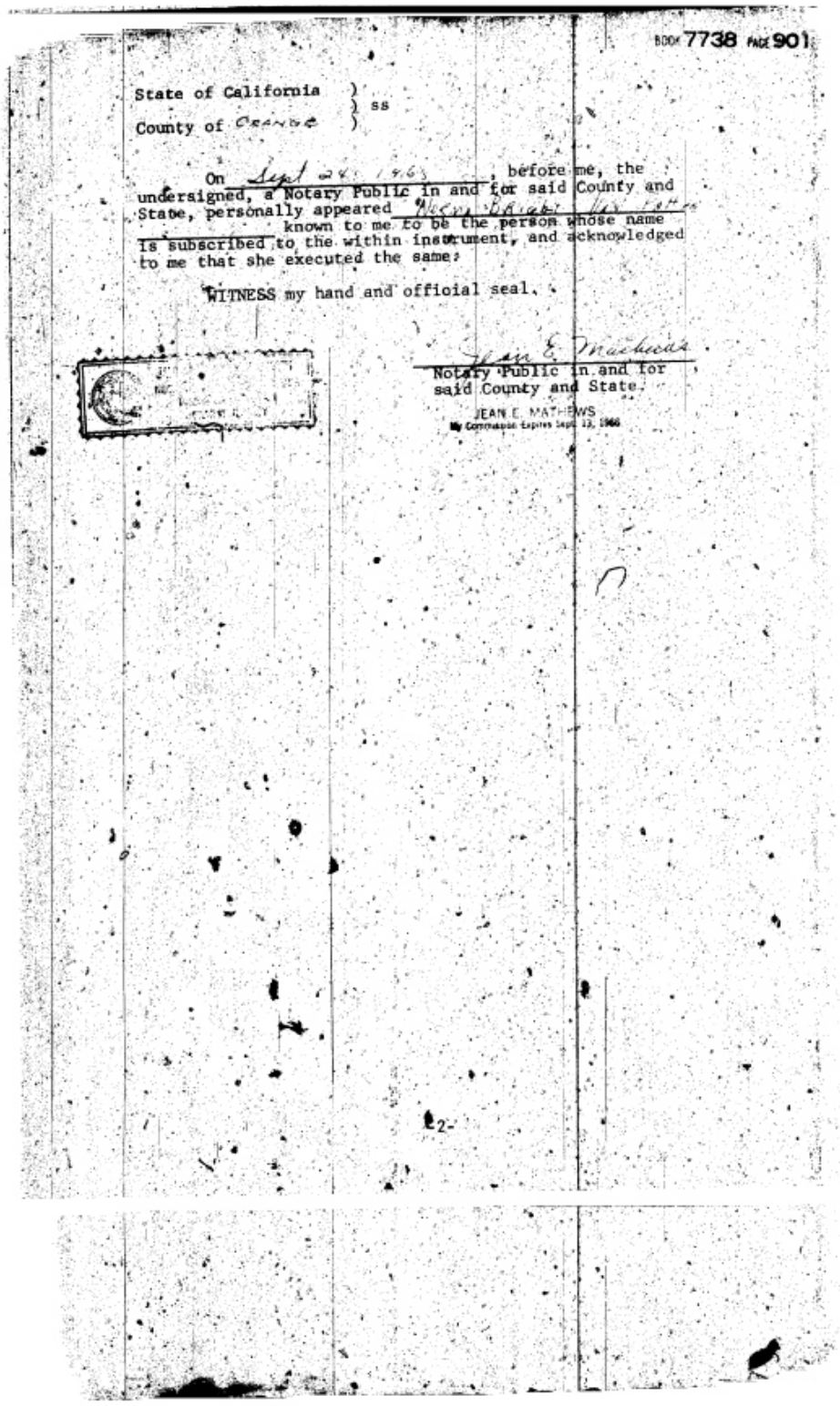
That portion of Lot 4 in Block 1 of the Yorba Linda Tract, in the county of Orange, state of California, per map recorded in book 5, pages 17 and 18 of Miscellaneous Maps in the office of the County Recorder of said county, described as follows:

Beginning at the intersection of the west line of said Lot 4 with the southerly line of the land described in deed to the County of Orange, recorded October 15, 1914 in book 259, page 350 of Deeds in the office of said County Recorder; thence S. 3° 38' 54" E., 125.06 feet along said west line; thence N. 9° 20' 25" E., 126.79 feet to a point on said southerly line, said point being distant N. 89° 23' 16" E., 28.54 feet along said southerly line from the point of beginning; thence S. 89° 23' 16" W., 28.54 feet along said southerly line to the point of beginning.

Date: 9/24/65

Norma Bright Van Patten
Norma Bright Van Patten

Description: Orange,CA Document - Book Page (1/1/50 - 12/31/60) 7738.900 Page: 1 of 3
Order: H Comment:



BOOK 7738 PAGE 901

State of California)
) ss
County of Orange)

On Sept 24 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared [illegible] known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

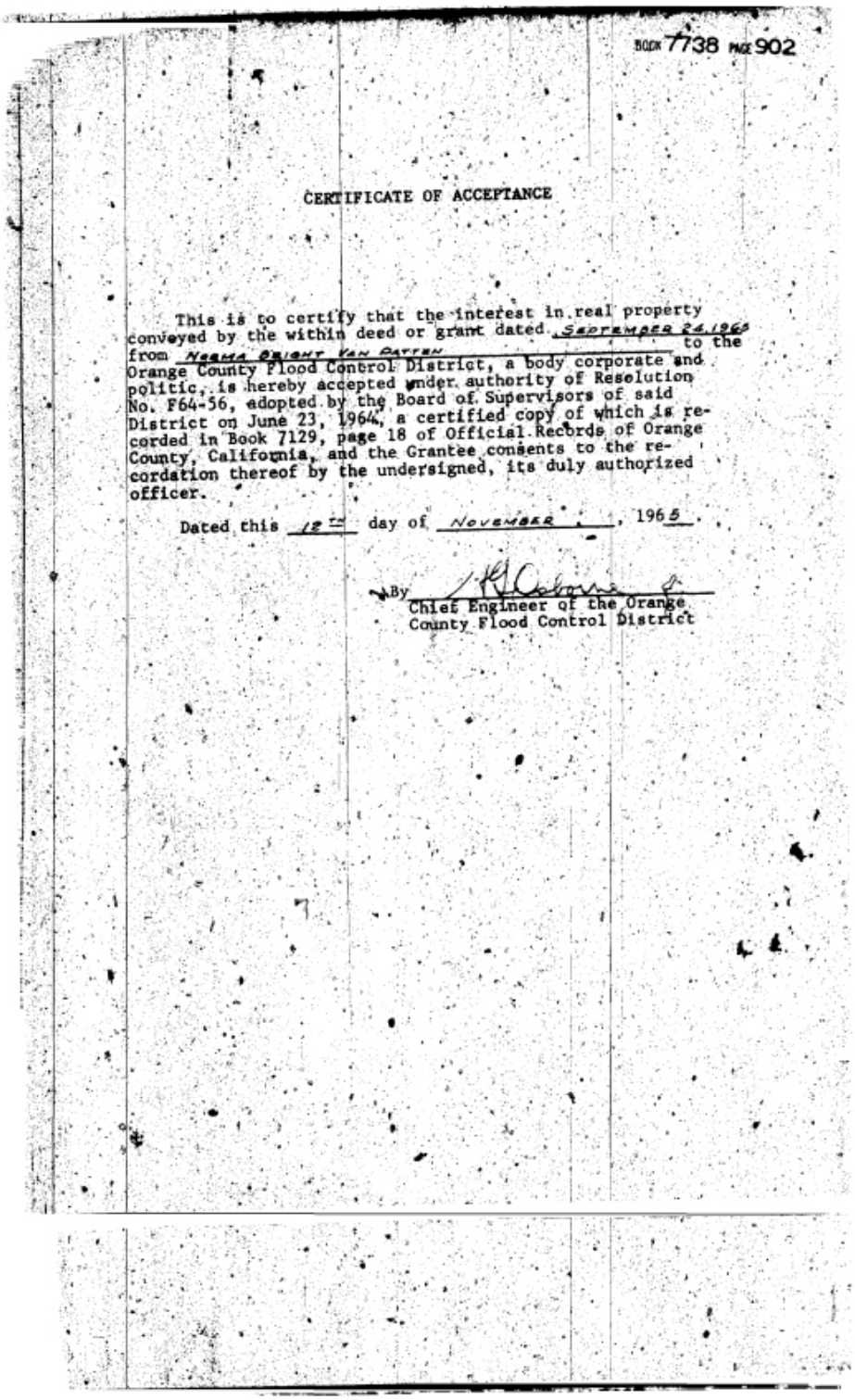
WITNESS my hand and official seal.

Jean E. Mathews
Notary Public in and for said County and State.

JEAN E. MATHEWS
My Commission Expires Sept. 13, 1966

-2-

Description: Orange,CA Document - Book Page (1/1/50 - 12/31/60) 7738.900 Page: 2 of 3
Order: H Comment:



BOOK 7738 PAGE 902

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant dated SEPTEMBER 24, 1965 to the from NORMA BRIGHT VAN CATTEN Orange County Flood Control District, a body corporate and politic, is hereby accepted under authority of Resolution No. F64-56, adopted by the Board of Supervisors of said District on June 23, 1964, a certified copy of which is recorded in Book 7129, page 18 of Official Records of Orange County, California, and the Grantee consents to the recordation thereof by the undersigned, its duly authorized officer.

Dated this 12TH day of NOVEMBER, 1965.

By _____
Chief Engineer of the Orange County Flood Control District

Description: Orange,CA Document - Book Page (1/1/50 - 12/31/60) 7738.900 Page: 3 of 3
Order: H Comment:

Orange County Flood Control Easement Per 958-427

427

25550

Santa Ana, California September 6th, 1938.

The Board met in regular session at 10:00 A.M. Present Supervisors Willard Smith, Chairman, Steele Finely, John C. Mitchell, and the Clerk.

Absent: Harry D. Riley and N. E. West

Supervisor West arrives and assumes his duties.

IN RE: EASEMENT FOR CHECK DAMS SOQUEL WASH VAN PATTEN, ET AL

On motion of Supervisor Mitchell, duly seconded and carried, the Chairman and Clerk were authorized to sign the acceptance of right of way from Odelia M. Van Patten, et al, same being a right of way and easement upon, over and through the following described property, to-wit:

The Westerly 30 feet of the Northerly 6 acres of the Southerly 9.69 acres of Lot 4 in Block 1 of The Yorba Linda Tract as shown on a map recorded in Book 5, pages 17 and 18 Miscellaneous Maps, Records of Orange County, California.

STATE OF CALIFORNIA)
County of Orange)ss. I, B. J. Smith, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California, hereby certify the foregoing to be a full, true and correct copy of the minute entry on record in this office.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of September, 1938.

((S E A L))

B. J. Smith Clerk
of the Board of Supervisors.

EASEMENT FOR CHECK DAMS

THIS INDENTURE, made this 24th day of August, 1938, by and between ODELIA M. VAN PATTEN, HAROLD J. VAN PATTEN, NORMA B. VAN PATTEN, FRANK E. VAN PATTEN & HELEN VAN PATTEN, of the County of Orange, State of California, Parties of the First Part, and the COUNTY OF ORANGE, a political subdivision and body politic of the State of California, Party of the Second Part,

WITNESSETH:

That WHEREAS, Parties of the First Part are the owners of that certain piece or parcel of land situatein the County of Orange, State of California, hereinafter more particularly described, through which flows a stream known as Soquel Wash, and

WHEREAS, Party of the Second part is desirous of erecting check dams upon and along said stream for the prevention of soil erosion and damages to County property and the protection of County highways,

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) and other valuable considerations in hand paid by the Parties of the First Part to the Party of the Second Part, the receipt of which is hereby acknowledged, said Parties of the First Part hereby grant, bargain, sell, and convey to the Party of the Second Part, a right of way and easement upon, over and through the following described property, to-wit:

The westerly 30 feet of the Northerly 6 acres of the Southerly 9.69 acres of Lot 4 in Block 1 of The Yorba Linda Tract as shown on a map recorded in Book 5, Pages 17 and 18 Miscellaneous Maps, Records of Orange County, California.

with privilege and authority to said Party of the Second Part to erect, construct, repair and maintain check dams upon and along said stream upon said property, for the prevention of soil erosion and damages to County Property and the protection of County highways. The Party of the Second Part shall be the sole judge ofthe necessity for, the type of construction, and the location of said dams.

Together with the right of ingress and egress to and over such above described premises adjacent to or coterminous with the stream or creek bed which it might be found necessary to enter in the fulfillment of the purposes of erecting, constructing,preparing and maintaining check dams, or renewing or adding to the number of check dams, or in doing anything necessary, useful and convenient in the erecting, constructing, preparing and maintaining such check dam and/or check dams; that such right of ingress and egress is hereby specifically restricted and limited to the accomplishment of the purposes herein specified;

The privilege and right is also given Party of the Second Part to remove at any time any or all of said improvements, check dam, or additions erected upon, over or on said described lands; and the right of egress and ingress is hereby granted to accomplish such acts of removal of the improvements made.

Together with the rights, easements, privileges and appurtenances in and to said lands, which may be required for the full enjoyment of the rights herein granted.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and seals the day and year first above written.

Harold J. Van Patten Sr.
Norma B. Van Patten
Frank E. Van Patten
Helen Van Patten
Odelia M. Van Patten
By H. J. Van Patten Her Atty. in Fact.

428

STATE OF CALIFORNIA,)
County of Orange,)ss. On this 24th day of August inthe year of our Lord one thousand nine hundred and thirty-eight, before me, B. J. Smith, County Clerk in and for said County of Orange, State of California, residing therein duly commissioned and sworn, personally appeared C. E. Downie personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That he resided in Orange County that he was present and saw Harold J. Van Patten_ and Norma B. Van Patten _ personally known to him to be the same persons described in and who executed the said within instrument, as parties thereto, sign, seal and deliver the same; and that the said Harold J. Van Patten _ and Norma B. Van Patten_duly acknowledged in the presence of said affiant, that they executed the same, and that he, the said affiant, thereupon at their request, subscribed his name as a witnessthereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((COURT SEAL)) B. J. SMITH County Clerk
in and for Orange County,
State of California.
L. B. Wallace, Deputy.

The Party of the Second Part hereby accepts the within and foregoing conveyance to it of the right of way and easement therein mentioned and described, for the purposes therein stated.

((S E A L)) COUNTY OF ORANGE
By Willard Smith Chairman of the Board
of Supervisors of Orange County, California.

Witness
C. E. Downie Attest: By B. J. Smith County Clerk and ex-officio
Clerk ofthe Board of Supervisors of
Orange County, California.

Filed Sept. 6, 1948. B. J. Smith County Clerk. By S. Deputy.

25550 Recorded at Request of Grantee at 30 Min. past 10 A.M., Sep. 15, 1938, in Book 958, Page 427, Official Records of Orange County, California. J. F. Sidebottom, County Recorder.

Marguerite McKemy COMPARED Elsie Auer

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25551

GRANT DEED

JOSEPHINE McKAUGHAN SMITH, formerly Josephine McKaughan, in consideration of One Dollars to her in hand paid, the receipt of which is hereby acknowledged, does hereby Grant to VIRGINIA M. ALLEN, a single woman, all that real property situated in the City of Brea, County of Orange, State of California, described as follows:

Lot 4 of Tract 418, as per map recorded in Book 16, page 18 of Miscellaneous Maps, Records of said Orange County, Calif.

Subject to reservations and restrictions of record.

TO HAVE AND TO HOLD to the said grantee her heirs or assigns.

WITNESS my hand this 17th day of August, 1938.

Josephine McKaughan Smith

STATE OF CALIFORNIA,)
County ofOrange)ss. On this 17th day of August, 1938, before me, C. R. Allen a Notary Public in and for said County and State, personally appeared Josephine McKaughan Smith known to me to be the person whose name is subscribed to the foregoinginstrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

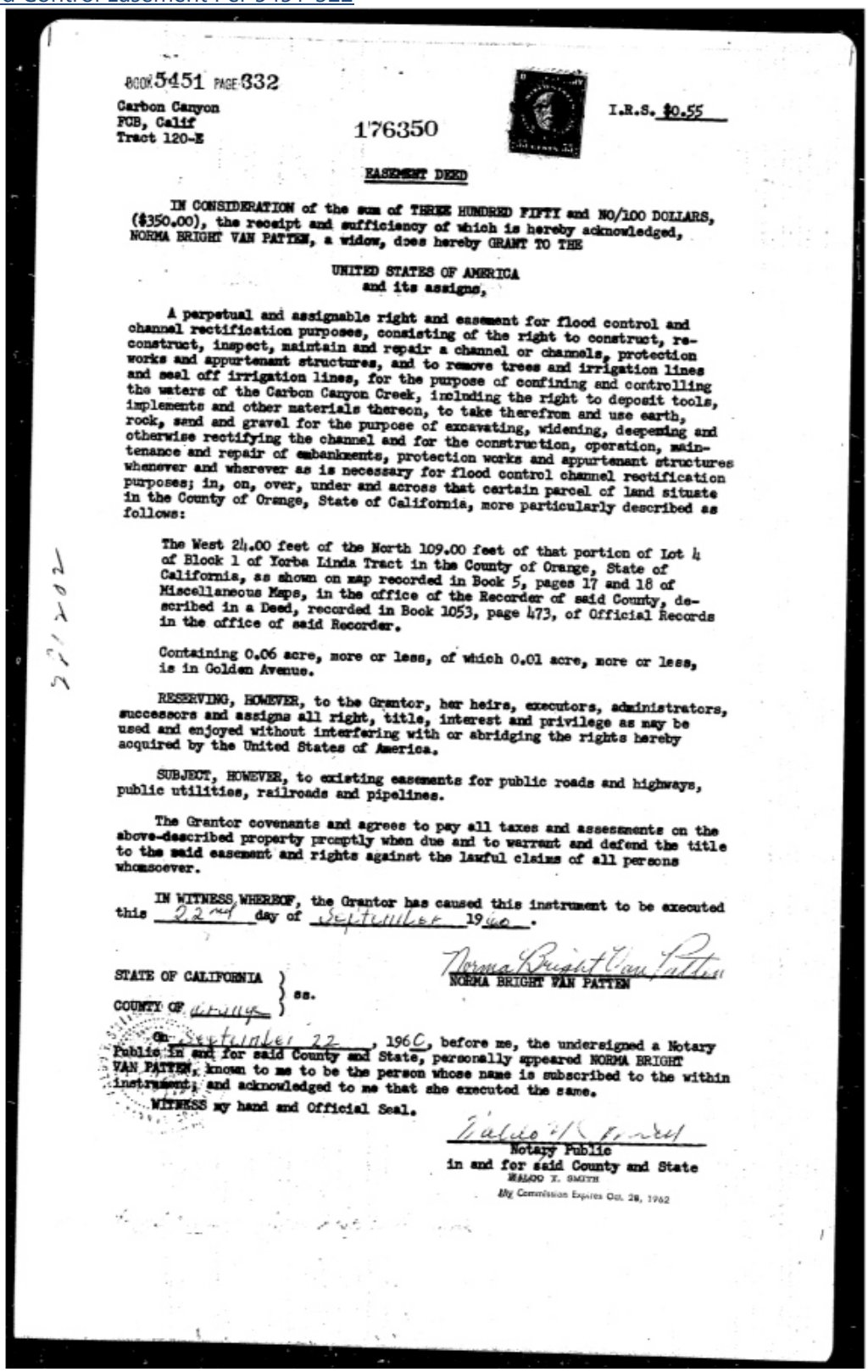
((SEAL)) C. R. Allen Notary Public
in and for the said County and State.

25551 Recorded at Request of C. R. Allen at 40 Min. past 10 A.M., Sep. 15, 1938, in Book 958, Page 428, Official Records of Orange County, California. J. F. Sidebottom, County Recorder.

Marguerite McKemy COMPARED Elsie Auer

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USA Flood Control Easement Per 5451-322



BOOK 5451 PAGE 332

Carbon Canyon
FCB, Calif
Tract 120-E

176350

I.R.S. $0.55

EASEMENT DEED

IN CONSIDERATION of the sum of THREE HUNDRED FIFTY and NO/100 DOLLARS, ($350.00), the receipt and sufficiency of which is hereby acknowledged, NORMA BRIGHT VAN PATTEN, a widow, does hereby GRANT TO THE

UNITED STATES OF AMERICA
and its assigns,

A perpetual and assignable right and easement for flood control and channel rectification purposes, consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures, and to remove trees and irrigation lines and seal off irrigation lines, for the purpose of confining and controlling the waters of the Carbon Canyon Creek, including the right to deposit tools, implements and other materials thereon, to take therefrom and use earth, rock, sand and gravel for the purpose of excavating, widening, deepening and otherwise rectifying the channel and for the construction, operation, maintenance and repair of embankments, protection works and appurtenant structures whenever and wherever as is necessary for flood control channel rectification purposes; in, on, over, under and across that certain parcel of land situate in the County of Orange, State of California, more particularly described as follows:

The West 24.00 feet of the North 109.00 feet of that portion of Lot 4 of Block 1 of Yorba Linda Tract in the County of Orange, State of California, as shown on map recorded in Book 5, pages 17 and 18 of Miscellaneous Maps, in the office of the Recorder of said County, described in a Deed, recorded in Book 1053, page 473, of Official Records in the office of said Recorder.

Containing 0.06 acre, more or less, of which 0.01 acre, more or less, is in Golden Avenue.

RESERVING, HOWEVER, to the Grantor, her heirs, executors, administrators, successors and assigns all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby acquired by the United States of America.

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The Grantor covenants and agrees to pay all taxes and assessments on the above-described property promptly when due and to warrant and defend the title to the said easement and rights against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 22nd day of September 1960.

Norma Bright Van Patten
NORMA BRIGHT VAN PATTEN

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On September 22, 1960, before me, the undersigned a Notary Public in and for said County and State, personally appeared NORMA BRIGHT VAN PATTEN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and Official Seal.

Notary Public
in and for said County and State
MARGO T. SMITH
My Commission Expires Oct. 28, 1962

Exhibit D: Parcel Diary

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP (P.M.)	PARCEL NO.
12	Orange	Golden Avene		334-011-35

OWNER	ADDRESS	PHONE
John And Allison Gaddis	4021 Winterhaven Street	HM WK CELL

PROJECT	CERT DATE
Golden Avenue Bridge Replacement Project	

DATE OWNER INVITED TO ACCOMPANY APPRAISER		DATE PROPERTY INSPECTED
March 13, 2024	BY: LETTER ☒ PHONE ☐ PERSON ☐	April 02, 2024

APP. REPORT #/DATE	APPROVAL DATE	APPRAISED VALUE	EA
CA06-24-0047 / 4/19/2024		$1,000 - Nominal	BRL-5269(025)
REVISED DATE	APPROVAL DATE	APPRAISED VALUE	
7/23/2024		$1,000 - Nominal	

DATE OF FIRST WRITTEN OFFER	AMOUNT OF REPLACEMENT HOUSING SUPP. AT TIME OF FIRST WRITTEN OFFER	RAP PKG. DEL. DATE
DATE ASSIGNED TO ACQUISITION AGENT		

PEOPLE V._____	SCC #_____	FILED	EFF. DATE OP

OWNER'S ATTORNEY	ADDRESS	PHONE

ASSIGNED TO _____ (APPRAISER) _____ (DATE)

DATE/AGENT-SIGNATURE/INITIAL	DATA
3/13/2024 John Penner Jr.	Notice of decision to appraise was mailed to owner on March 13, 2024 – no response received from property owner.
4/2/2024 John Penner Jr.	Site inspection was performed on April 2, 2024

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP *(P.M.)*	PARCEL NO.

DATE/AGENT-SIGNATURE/INITIAL	DATA

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Glossary

Definitions are taken from the Dictionary of Real Estate Appraisal, 5th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural, maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Additional Rent

Any amounts due under a lease that is in addition to base rent. Most common form is operating expense increases. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically though scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base (Shell) Building

The existing shell condition of a building prior to the installation of tenant improvements. This condition varies from building to building, landlord to landlord, and generally involves the level of finish above the ceiling grid. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

The areas of the building that provide services to building tenants but which are not included in the rentable area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common areas are; floor common areas, parking spaces, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A statement issued by a local government verifying that a newly constructed building is in compliance with all codes and may be occupied.

Common Area (Public) Factor

In a lease, the common area (public) factor is the multiplier to a tenant's useable space that accounts for the tenant's proportionate share of the common area (restrooms, elevator lobby, mechanical rooms, etc.). The public factor is usually expressed as a percentage and ranges from a low of 5 percent for a full tenant to as high as 15 percent or more for a multi-tenant floor. Subtracting one (1) from the quotient of the rentable area divided by the useable area yields the load (public) factor. At times confused with the "loss factor" which is the total rentable area of the full floor less the useable area divided by the rentable area. (BOMA)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings. CAM can refer to all operating expenses.

CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15 percent addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee. (Dictionary)

Condominium

A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus an undivided interest in common areas.

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real property restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature to continue, subject to the easement. In some locations, a conservation easement may be referred to as a conservation restriction. (Dictionary)

Contributory Value

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability to a property to meet its debt service out of net operating income. Also called Debt Service Coverage Ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

1) In appraising, the loss in a property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2) In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method. (Dictionary)

Disposition Value

The most probable price that a specified interest in real property is likely to bring under the following conditions:

- Consummation of a sale within a exposure time specified by the client;
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time specified by the client;
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements (TIs). (Dictionary)

EPDM

Ethylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called an expense recovery clause or stop clause. (Dictionary)

Estoppel Certificate

A statement of material factors or conditions of which another person can rely because it cannot be denied at a later date. In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an estoppel letter. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and

best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

Areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a full service lease. (Dictionary)

Going Concern Value

- The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern.
- The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable. (Dictionary)

Gross Building Area

The total constructed area of a building. It is generally not used for leasing purposes (BOMA)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of the same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expense in income-producing properties when less than 100 percent occupancy is assumed. The gross up method approximates the actual expense of providing services to the rentable area of a building given a specified rate of occupancy. (Dictionary)

Gross Retail Sellout

The sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning. A general term encompassing any system designed to heat and cool a building in its entirety.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximally profitability. Alternatively, the probable use of land or improved –specific with respect to the user and

timing of the use–that is adequately supported and results in the highest present value. (Dictionary)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Industrial Gross Lease

A lease of industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real estate taxes as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Dictionary)
(Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).

Investment Value

The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. (Dictionary)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary)

Leasehold Interest

The tenant's possessory interest created by a lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

- Consummation of a sale within a short period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The amount of money borrowed in relation to the total market value of a property. Expressed as a percentage of the loan amount divided by the property value. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is

not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;
b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
c. A reasonable time is allowed for exposure in the open market;
d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As If Complete

Market value as if complete means the market value of the property with all proposed construction, conversion or rehabilitation hypothetically completed or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value As If Stabilized

Market value as if stabilized means the market value of the property at a current point and time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the optionee) to buy, sell, or lease real property for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole (a fractional interest). (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real estate taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

Market value "upon completion" is a prospective future value estimate of a property at a point in time when all of its improvements are fully completed. It assumes all proposed construction, conversion, or rehabilitation is hypothetically complete as of a future date when such effort is projected to occur. The projected completion date and the value estimate must reflect the market value of the property in its projected condition, i.e., completely vacant or partially occupied. The cash flow must reflect lease-up costs, required tenant improvements and leasing commissions on all areas not leased and occupied.

Prospective Future Value Upon Stabilization

Market value "upon stabilization" is a prospective future value estimate of a property at a point in time when stabilized occupancy has been achieved. The projected stabilization date and the value estimate must reflect the

absorption period required to achieve stabilization. In addition, the cash flows must reflect lease-up costs, required tenant improvements and leasing commissions on all unleased areas.

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, super-adequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee (i.e., the tenant) leases part or all of the property to another party and thereby becomes a lessor. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Substantial Completion

Generally used in reference to the construction of tenant improvements (TIs). The tenant's premises are typically deemed to be substantially completed when all of the TIs for the premises have been completed in accordance with the plans and specifications previously approved by the tenant. Sometimes used to define the commencement date of a lease.

Surplus Land

Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease

A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area or building common area on a floor. The total of all the usable areas or a floor shall equal floor usable area of that same floor. The amount of floor usable area can vary over the life of a building as corridors expand and contract and as floors are remodeled. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

Qualifications



Qualifications of John D. Penner, Jr.
Staff Appraiser

Independent Valuations for a Variable World

State Certifications
Certified General Appraiser
State of California
(AG3009243)

Education
B.A. - Music Composition and Psychology, with high honors
Point Loma Nazarene University

M.S. - Clinical Psychology, California State University Fullerton *(All coursework but thesis)*

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IRWA – International Right of Way Association

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Appraisal Principles, Appraisal Procedures, National Uniform Standards of Appraisal Practice (USPAP), Report Writing and Case Studies, Market Analysis and Highest and Best Use, Sales Comparison Approach, Income Approach, Site Valuation and Cost Approach Statistics, Modeling and Finance, Advanced Statistics, Research Design, Structural Equation Modeling

Experience:
APPRAISER: VALBRIDGE PROPERTY ADVISORS, 2015 - Present
Perform valuation and advising for commercial real estate with specialties in portfolio valuation, development, investment property, eminant domain, and specialty property uses.

INVESTOR: SELF-MANAGED PRIVATE WEALTH, 2013 - Present
Manage a portfolio focused on bitcoin, quantitative investing and trading, real assets, commodities, private lending, and equity long/short.

MENTAL HEALTH SERVICES PROVIDER: VARIOUS ORGANIZATIONS, 2011 - 2015
Provide therapy and mental health care services at South Coast Community Services, ACES, and The Gary Center.

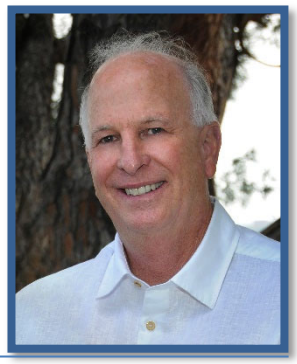
Academic Research Publications:
A study of psychological pain in substance use disorder and its relationship to treatment outcome. PLoS ONE 14(11): e021626, November 7, 2019

Women's Representation in 60 Occupations from 1972 to 2010: More Women in High-Status Jobs, Few Women in Things-Oriented Jobs
PLoS ONE 9(5): e95960, May 2, 2014

Scope of Work:
Types of properties appraised include:

High and Low Rise Office, Medical & Dental Offices, Neighborhood Centers, Strip Retail Centers, Restaurants, Mixed Use, Vacant Land, Market Studies, Manufacturing Facilities, Warehouses, R&D Buildings, Business Parks, Multi-Tenant Industrial, School Use, Apartment Projects, Single Family, Condemnation, Special Use Properties

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Qualifications of John D. Penner, MAI
Senior Managing Director – Orange County, CA
National Director – Fractional Interest Valuation

Independent Valuations for a Variable World

State Certifications
Certified General Appraiser
State of California (AG001720)

Education
B.S. - Business Administration
Finance & Investments
San Diego State University

Publications - Author
Penner Expense Guides:
1) Office/Medical
2) Retail
3) Industrial
4) Multi-family/Apartment

Qualified
Expert Witness:
Superior & Bankruptcy Court
for Orange, Los Angeles,
& San Diego Counties
Cash Flow Forecast: ARGUS

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Member: Lambda Alpha International (LAI) – Land Economics Society
Member: International Right of Way Association (IRWA)
Valuation Specialist – Orange County Estate Planning Council
Urban Land Institute – Certificate in Real Estate Development
Founding Board of Directors Member – Valbridge Property Advisors

Experience:
SENIOR MANAGING DIRECTOR/OWNER, 1991-Present
This firm performs valuation and advising for commercial real estate with a specialty in medical office, and industrial properties. Mr. Penner has over 40 years of experience in the Southern California region and has completed assignments in many areas of the United States.

SENIOR APPRAISER: T.L. YATES & ASSOCIATES, 1990–1991
Work included narrative appraisals of proposed, existing and problem properties located in the markets of Southern California and Arizona.

SENIOR APPRAISER/ANALYST: HOME SAVINGS OF AMERICA, 1983–1990
Work included valuation of residential and commercial properties located throughout Southern California, Northern California, Arizona, Texas, Florida and New York. Specific responsibilities included the appraisal of problem properties, market studies, feasibility, and portfolio analysis.

Scope of Work:
Work includes the appraisal and/or consultation of reports for acquisition, sale, refinance, estate, development, condemnation, fractional interest and court testimony purposes. Typical clients served are financial institutions, investors, developers, legal firms, and governmental. Types of properties appraised include:

High and Low Rise Office
Corporate Headquarters
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Strip Retail Centers
Mixed Use
Vacant Land
Manufacturing Facilities
R&D Buildings
Mini-Warehouse
Apartments
Medical & Dental Offices
Office Condominiums
Neighborhood Centers
Restaurants
Bank Branches
Market Studies
Warehouses
Business Parks
Multi-Tenant Industrial
Single Family Residences



FAST FACTS

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- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
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Summary Statement

The following is a summary statement of an appraisal relating to the purchase of real property or an interest therein.

Basis of Fair Market Value

The fair market value for the property to be acquired is based upon an appraisal, prepared in accordance with accepted appraisal principles and methodologies (see attached Definitions) and by a certified general real estate appraisal. Per the definition of market value for eminent domain purposes in the CA code of civil procedure, any increase or decrease in the fair market value of the subject property as of the date of value caused by the public improvement for which such property is being acquired has been disregarded in determining Just Compensation.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 334-011-35 located in the City of Yorba Linda, County of Orange with an address of 4021 Winterhaven Street, Yorba Linda, Orange County, California 92886. Subject Larger Parcel

Acquisition Summary

The subject property larger parcel is a single family home on a suburban residential tract. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 0.30 acres or 13,209 square feet. The subject project will use a 13.36 square foot permanent bridge construction easement and a 141.30 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $850,000 or **$65.00** per square foot.

Appraisal Methodology

There are three recognized methods employed when valuing real property: (1) the Sales Comparison Approach, (2) the Income Approach, and (3) the Cost Approach. All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Subject Larger Parcel

Sales Comparison Approach

The Sales Comparison Approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently or are available for purchase. One premise of the Sales Comparison Approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that causes real estate prices to vary.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	11/17/23	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Single Family Home	Horse Stable	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	4021 Winterhaven Street	5641 LakeView Avenue	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Yorba Linda	Yorba Linda	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	334-011-35	343-29-112	122-781-73	4 Parcels	070-741-01	167-531-23 & 24	133-183-55 to 58
Gross Acres	0.30 ac	0.52 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	13,209 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$925,000	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$40.95	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.38 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*4021 Winterhaven Street Yorba Linda*	*5641 LakeView Avenue Yorba Linda*	*8572 Talbert Avenue Fountain Valley*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		-	Sl. Superior	-	Inferior	Sl. Superior	Sl. Inferior
Size	13,209 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		Sl. Inferior	Inferior	Sl. Inferior	Inferior	Inferior	Inferior
Shape/Depth	*Irregular*	*Rectangular*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Sl. Superior	Sl. Superior	Sl. Superior	-	Sl. Superior	Sl. Superior
Access/Visibility	*Interior*	*Interior*	*Interior*	*Interior*	*Interior*	*Corner*	*Interior*
Adjustment		-	-	-	-	-	-
Topography	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		-	-	-	-	-	-
Zoning	*R-S*	*R-E*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	*10,000*	*15000*	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*3*	*1.8*	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Far Inferior	-	Superior	Superior	Superior	Superior
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*Stable*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		Sl. Inferior	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-		-	-	-
Net Physical Adjustment		Inferior	Similar	Superior	Sl. Inferior	Sl. Superior	Sl. Superior
Adjusted Sale Price per Gross Square Foot		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore no sales conditions adjustments were needed.

An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as a recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property. Over the past 18 months single family home prices have declined slightly and then recovered to new highs. Prices for low density mult-family have remained mostly flat in the same period. Residential land sales occur to infrequently to infer a specific trend that is appropriate and applicable for each sale comparable. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California.

As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for single family and low-density residential uses. There is a paucity of recent transactions in comparable locations for a market that is near fully built up. Therefore, we selected from sales of any type of land with a low-density residential zoning to bracket a value for the subject's underlying land. Each of the sale transactions with the exception of Sale 1 come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No.1

Land sale no. 1 is located southeast of the subject, at 5641 Lakeview Avenue, in the City of Yorba Linda. The sale price for this property was $925,000 which equates to $40.95 per square foot. The property is larger in size and located on a rectangular lot, the zoning only allows a density of 1.8 units per acre with a minimum lot of 15,000 square feet and as a result is unlikely to allow furth subdivision without special permission. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$40.95** per square foot.

Land Sale No.2

Land sale no. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is inferior in larger size. Although the property allows greater density, the property is zoned commercial professional with a residential overlay which may complicate the development process. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No.3

Land sale no. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property is slightly larger in size but is a superior shape and allows slightly greater subdivision. The property consisted of four individual uniform lots within an existing housing tract. Overall, this

comparable was considered superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No.4

Land sale no. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. It is also larger in size. It is similar in irregular shape to the subject and allows for greater density. This comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No.5

Land sale no. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It is inferior in size and sold with aged single family residential properties. The zoning allows greater density and potential density bonuses for townhome style or minimal setback individual lots. The property has sense been developed into 3 story townhomes. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No.6

Land sale no. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is larger in size and contains existing single family developments. The property is rectangular in shape and allows greater density. Overall, this comparable was considered slightly superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale #	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Superior
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Slightly Superior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Slightly Superior
S	4021 Winterhaven Street	Yorba Linda	R-S	-	-	13,209	**$65.00**	-
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Similar
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Slightly Inferior
1	5641 LakeView Avenue	Yorba Linda	R-E	11/17/23	$925,000	22,590	$40.95	Inferior

Sales 1 and 3 were both recent transactions and located within the same city as the subject. Sale 3 represents the upper end with smaller lot sizes allowed and uniform lots, while Sale 1 would not allow any further subdivision of the lot. These local sales bracket the limits of the range of value. The

remaining sales are from the Orange County area and provide a good indication of value for the subject. Therefore, we have concluded a value near the middle of the market range at **$65.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	13,068
Indicated Value PSF	$65.00
Indicated Value	$849,420
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$850,000**

Condemnation Analysis

Description of the Part Taken: Permanent Bridge Easement

This project proposes to take a permanent bridge easement of 13.36 square feet located at the northeastern corner of the site. The area is triangular in shape. Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Rear Flood Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions. Historically, the rear of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (2) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – Orange County Flood Control Easement Per 7738-900

This easement dated 9/24/1965 grants an "easement for right of ingress and egress, together with the right to grade, construct, and maintain, a roadway ramp in, over, upon, and across that certain real property". The permanent bridge easement is located withing this easement and the overlap of this easement on the subject is more or less equal to the TCE area.

1 - Additional OC Flood Control Easement TI38/900

Absent from the labeling in the plat map and the provided title litigation guarantee is the main flood control easement which has the same boundaries as easement 1. This easement is listed on the tract map with a book reference of TI83/900, though no digital copies were available to us. It is assumed that the language defining the rights of this easement is consistent with related easements along this flood control channel which detail "A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, inspect, maintain and repair a channel or channels ….. in, on, over, under and across that certain parcel." This easement was acquired by the US Government and later assigned to OC Flood Control District.

2 – Orange County Flood Control Easement Per 958-427

An easement to "ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM

KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER

THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes" in the document recorded 9/15/1938. This easement is much wider and encroaches into the backyard areas of the subject and adjacent single-family homes. The purpose of this easement is no longer needed with the construction of the Carbon Canyon

Dam. It is unknown if the easement has been vacated, but public activity using it appears to have ceased and it is most likely vacated. Additionally, a similar easement on properties to the north was found to have been vacated. It is discussed here for informational purposes as it appears on the plat of the taking but does not affect the value conclusions.

3 – USA Flood Control Easement Per 5451-322

This easement is not directly overlapping with the take areas, but is bordering to the North. This easement was recorded on September 22, 1960 and overlaps with the access area to the north. It was obtained as part of the Carbon Canyon Dam project and is not currently in use.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the assigned US government easement. The fee residential owner retains ownership of the gross lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a portion in the northwestern corner and a strip just west of the boundary of the flood control easement (i.e. the subject's rear yard fencing). It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. Marketing of the improved property does not include this area as usable land. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a 100% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $65.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 13.36 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% results in a value conclusion for the portion of the subject acquired for permanent bridge easement of **$43.** This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-011-35	13.36 SF	$65.00	5%	$43

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 141.30 square feet that is located at the northwestern corner of the subject. The triangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for **construction** could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

Legal Description – Permanent Construction Easement
Page 1 of 2

THAT PORTION OF LOT 1 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 67°24'57" EAST, A DISTANCE OF 2.77 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 11°13'15" WEST, A DISTANCE OF 9.85 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID RANCHO, SAID POINT ALSO BEING LOCATED SOUTH 3°23'36" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 10.75 FEET FROM THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND SAID EASTERLY RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 10.75 TO THE **POINT OF BEGINNING**.

CONTAINS 13.36 SF MORE OR LESS.

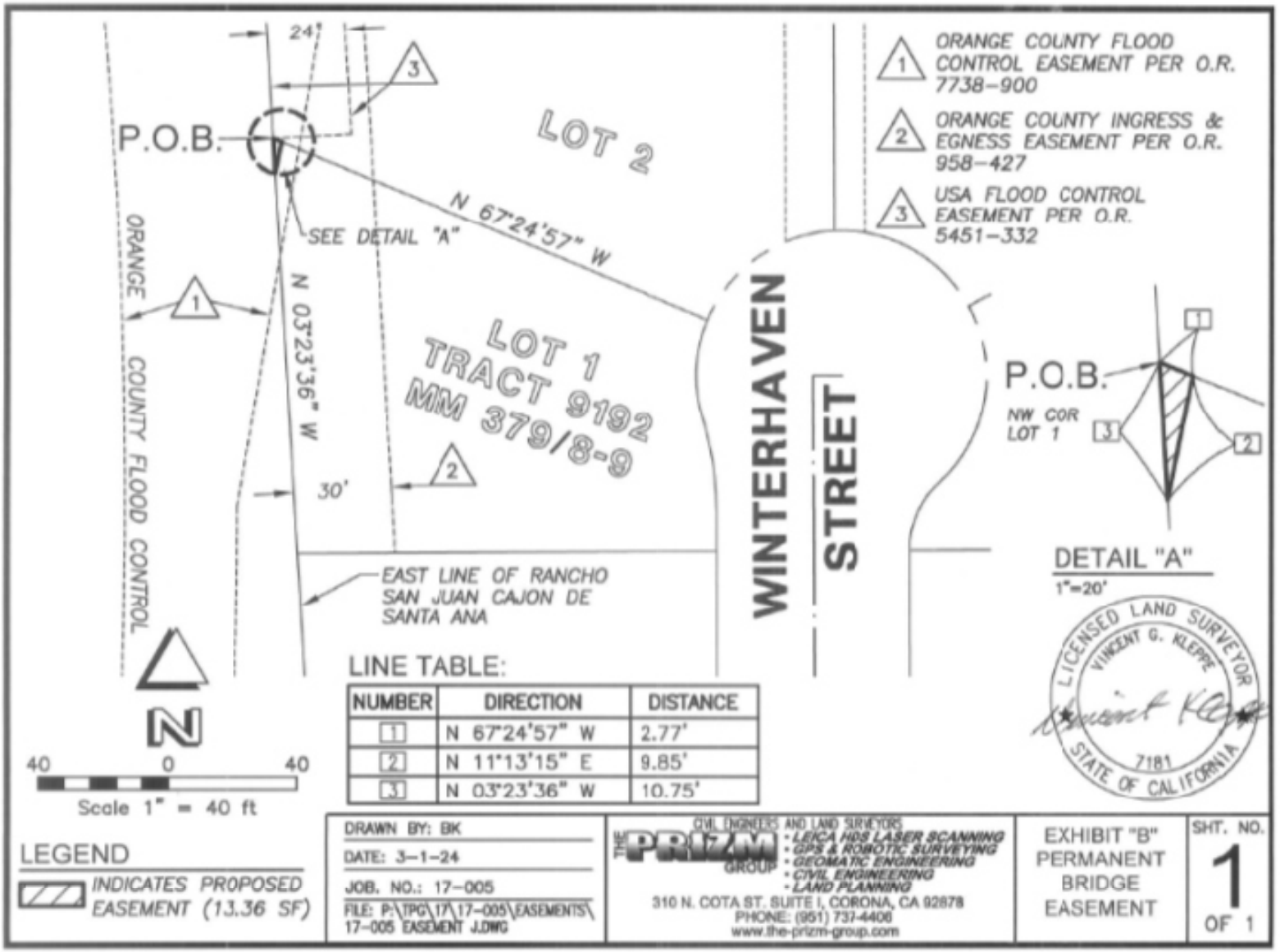
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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Plat Map: Permanent Bridge Easement



Legal Description – Temporary Construction Easement
Page 1 of 2

THAT PORTION OF LOT 1 OF TRACT MAP No. 9192, AS SHOWN BY MAP ON FILE IN BOOK 379, PAGE 8 THROUGH 9 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 1, SOUTH 67°24'57" EAST, A DISTANCE OF 8.52 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 9°35'44" WEST, A DISTANCE OF 34.06 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 1 AND THE EASTERLY LINE OF SAID RANCHO, SAID POINT ALSO BEING LOCATED SOUTH 3°23'36" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 36.92 FEET FROM THE **POINT OF BEGINNING**;

THENCE ALONG SAID WESTERLY LINE OF LOT 1 AND SAID EASTERLY RANCHO LINE, NORTH 3°23'36" WEST, A DISTANCE OF 36.92 TO THE **POINT OF BEGINNING.**

CONTAINS 141.31 SF MORE OR LESS.

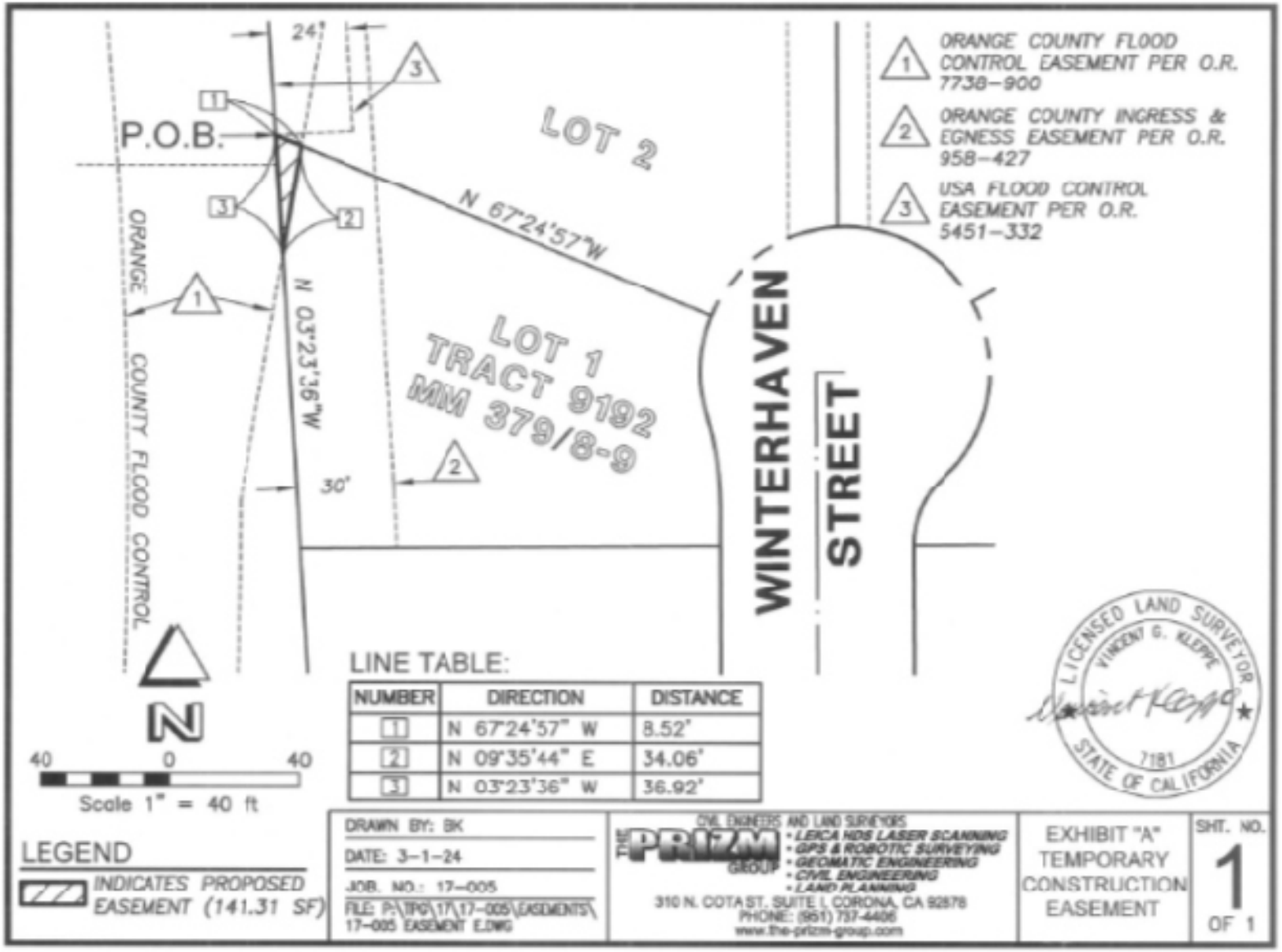
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



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Plat Map: Temporary Construction Easement


P.O.B.
LOT 2
LOT 1
TRACT 9192
MM 379/8-9
N 67°24'57"W
N 03°23'36"W
24'
30'
ORANGE COUNTY FLOOD CONTROL
WINTERHAVEN STREET
1 ORANGE COUNTY FLOOD CONTROL EASEMENT PER O.R. 7738-900
2 ORANGE COUNTY INGRESS & EGNESS EASEMENT PER O.R. 958-427
3 USA FLOOD CONTROL EASEMENT PER O.R. 5451-332
LINE TABLE:
NUMBER | DIRECTION | DISTANCE
1 | N 67°24'57" W | 8.52'
2 | N 09°35'44" E | 34.06'
3 | N 03°23'36" W | 36.92'
N
40 0 40
Scale 1" = 40 ft
LEGEND
INDICATES PROPOSED EASEMENT (141.31 SF)
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA
DRAWN BY: BK
DATE: 3-1-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT E.DWG
CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406
www.the-prizm-group.com
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
SHT. NO. 1 OF 1

Photographs of Proposed Acquisitions



VIEW OF EASEMENT Areas along access road looking south

The temporary construction easement and fee taking are located along the asphalt paved road and left slight berm at the beginning of the property line which is located to the left of the access road when the wooden fencing and retaining wall transitions to chain link fencing and shrubbery beyond.



VIEW OF easement Areas from road (Golden Avenue)



VIEW OF existing Bridge looking West (subject located left)

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion. Historical marketing of the subject property has given a site area of the usable area exclusive of the gross area that includes the flood control easement.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. All take areas are outside the physical improvement (fence/wall) of the property. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at $849,377. Our value conclusions are summarized in a table on the following page. It should be noted that the difference between the before and after condition is nominal and the calculation shown here is solely mathematical. Market value of the larger parcel and actions by buyers and sellers would reflect the net (usable) area of the site.

Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." The nominal valuation as defined by Cal-Trans was rounded at **$5,00** for the proposed permanent bridge easement and **$500** for the temporary construction easement.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition - Land Only	$849,420	
Permanent Property Rights		
Value of Part Taken - Land (13.36 SF)	$43	
Site Improvements	$0	
Value of Part Taken - Building Improvements	$0	
Total Value of Permanent Property Taken	$43	$500 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition - Land Only	$849,377	
Temporary Property Rights		
Temporary Construction Easement (141.3 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$1,000 - Nominal**

Definitions

Market Value

"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable." [9]

Just Compensation

"In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniary as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value." [10]

Larger Parcel

"In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some states cases, however, contiguity is sometimes subordinated to unitary use." [11]

Partial Taking

"The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation." [12]

Remainder

"In eminent domain condemnation, that portion of the larger parcel the property remaining in the ownership of the property owner after a partial taking." [13]

[9] California Code of Civil Procedure, Section 1263.320
[10] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition
[11] Ibid
[12] Ibid
[13] Ibid

Damages

"In condemnation, the loss in value to the remainder in a partial taking of property. Generally the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently." [14]

Property Rights Appraised

A "fee simple estate" is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Tenants in Common

Title to property held by two or more persons, in which, each has an "undivided interest" in the property and have an equal right to use the property, even if the percentage interests are not equal or the living spaces are different sizes. There is no "right of survivorship" if one of the tenants dies, and each interest may be separately sold, mortgaged or willed to another.

[14] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **5026900-7015734**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015734**
Schedule A	

File No.: 7015734

Guarantee No. 7015734 Amount of Liability: $2,500.00

Date of Guarantee:January 10, 2024 at 7:30 A.M. Fee: $400.00

1. Name of Assured:

   City of Placentia

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Yorba Linda, County of Orange, State of California, described as follows:

   LOT 1 OF TRACT NO. 9192 IN THE CITY OF YORBA LINDA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 379, PAGES 8 AND 9 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY.

   APN: 334-011-35

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      John D. Gaddis and Allison Gaddis, husband and wife as Joint Tenants

   b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015734**
Schedule B	

File No.: 7015734

1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$5,476.65, PAID
Penalty:	$0.00
Second Installment:	$5,476.65, OPEN
Penalty:	$0.00
Tax Rate Area:	25-036
A. P. No.:	334-011-35

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. Covenants, conditions and restrictions in the document recorded in Book 251 of Deeds, Page 236, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

   Document(s) declaring modifications thereof recorded JUNE 12, 1934 as BOOK 630, PAGE 263 of Official Records.

5. An easement for ENACT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS ALONG THE STREAM KNOWN AS SOQUEL WASH, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER THE PREMISES ADJACENT TO OR COTERMINOUS WITH THE STREAM OR CREEK BED FOR CERTAIN and incidental purposes in the document recorded SEPTEMBER 15, 1938 as BOOK 958, PAGE 427 of Official Records.

6. An easement for FLOOD CONTROL AND CHANNEL and incidental purposes in the document recorded as BOOK 5451, PAGE 332 of Official Records.

7. An easement for UNDERGROUND LINES and incidental purposes in the document recorded as BOOK 11847, PAGE 566 of Official Records.

8. An easement for UNDERGROUND LINES and incidental purposes in the document recorded as BOOK 11902, PAGE 726 of Official Records.

9. An easement for TEMPORARY CONSTRUCTION AND ACCESS and incidental purposes in the document recorded JULY 07, 2020 as INSTRUMENT NO. 20-319630 of Official Records.

   The effect of a deed dated NOVEMBER 14, 2023, executed by CITY OF PLACENTIA, A MUNICIPAL CORPORATION AND CHARTER CITY to JOHN D. GADDIS AND ALLISON GADDIS, HUSBAND AND WIFE AS JOINT TENANTS, recorded NOVEMBER 15, 2023 as INSTRUMENT NO. 23-280058 AND RE-RECORDED NOVEMBER 21, 2023 AS INSTRUMENT NO. 23-291204 AND RE-RECORDED DECEMBER 07, 2023 AS INSTRUMENT NO. 23-302557, BOTH of Official Records.

10. A deed of trust to secure an original indebtedness of $735,000.00 recorded MAY 06, 2021 as INSTRUMENT NO. 21-304139 OF OFFICIAL RECORDS.

Dated:	MAY 03, 2021
Trustor:	JOHN D GADDIS AND ALLISON GADDIS, HUSBAND AND WIFE AS JOINT TENANTS
Trustee:	QUALITY LOAN SERVICE CORPORATION
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER:	HOME POINT FINANCIAL CORPORATION

11. A financing statement recorded FEBRUARY 24, 2022 as INSTRUMENT NO. 22-73861 OF OFFICIAL RECORDS.

Debtor:	JOHN GADDIS AND ALLISON GADDIS
Secured party:	SUNPOWER CAPITAL SERVICES, LLC

The solar energy system, if any, located on the Land.

12. A deed of trust to secure an original indebtedness of $250,000.00 recorded JUNE 08, 2022 as INSTRUMENT NO. 22-207771 OF OFFICIAL RECORDS.

Dated:	MAY 24, 2022
Trustor:	JOHN D. GADDIS AND ALLISON GADDIS, HUSBAND AND WIFE AS JOINT TENANTS
Trustee:	SCHOOLSFIRST FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION
Beneficiary:	SCHOOLSFIRST FEDERAL CREDIT UNION, A FEDERAL CREDIT UNION

The above deed of trust states that it secures an equity line/revolving line of credit. Prior to the payment and suspension of the equity line/revolving line of credit, an instruction to suspend and close the equity line/revolving line of credit pursuant to CA Civil Code Section 2943.1 must be executed by the borrower.

13. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.

First American Title Company
4 First American Way
Santa Ana, CA 92707

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 USC Sec. 2000d)*

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

> *"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any City of Placentia activity will be administered without regard to race, color, or national origin.

The City of Placentia will not tolerate discrimination by its employees or sub-recipients of Federal funds. The City of Placentia prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided

- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the City of Placentia will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations

- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the City of Placentia performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All City of Placentia employees, and its functional programs

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of the City of Placentia services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the City of Placentia. The address and telephone number of the office is:

City Hall
401 E. Chapman Avenue
Placentia, CA 92870

Phone: 714-993-8117

ACQUISITION HANDBOOK

City of Placentia

PLACENTIA
Rich Heritage, Bright Future

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WHY IS MY PROPERTY REQUIRED?

The City of Placentia , as the Lead Agency, has determined that an interest in your property may be required for construction and operation of the ATP Maricopa Highway Improvement Project ("Project").

WHAT RIGHT DOES THE CITY OF PLACENTIA HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another 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 by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by The City of Placentia City Council after a thorough review that includes public hearings to obtain the views of interested citizens.

If you have any questions about the Project or the possible selection of your property for acquisition, you should contact a representative of the City of Placentia .

HOW WILL THE CITY OF PLACENTIA DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the City of Placentia will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will prepare the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The City of Placentia is required to offer you "just compensation" for any rights needed on your property. This amount cannot be less than the fair market value of

your property, as determined by the City of Placentia on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

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 it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You should have been -- or will be -- contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that 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 prefer, you may designate a representative for this purpose.

ONCE THE CITY OF PLACENTIA DETERMINES THAT CERTAIN RIGHTS ON MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE CITY OF PLACENTIA GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and

- Possible project delays caused by factors outside the control of the City of Placentia .

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The City of Placentia will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. Whenever possible, the purchase offer will be personally delivered.

WHAT IS IN THE CITY OF PLACENTIA STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The City of Placentia statement of the basis for its determination of just compensation will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.
- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Placentia will pay for the actual reasonable costs up to $5,000 subject to the following conditions:

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the City of Placentia will not be a party to the contract.
- The appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the City of Placentia makes its offer to you, it will offer to pay you the reasonable cost, not to exceed $5,000, of the cost of your independent appraisal.
- Appraisal cost reimbursement requests should be made in writing and submitted to the City of Placentia . In order to verify the cost and reasonableness, copies of the appraisal contract (if a contract was made), and an invoice for the completed work by the appraiser should be provided to the City of Placentia concurrent with submission of the appraisal cost reimbursement request.

MUST I ACCEPT THE CITY OF PLACENTIA INITIAL OFFER?

NO. You are entitled to present 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 City of Placentia will make reasonable efforts to consider and respond to your evidence and suggestions. If justified by the available evidence, the City of Placentia may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with the City of Placentia . The City of Placentia is not responsible for paying the costs of any such representation.

IF I AGREE TO ACCEPT THE CITY OF PLACENTIA 'S OFFER, HOW SOON WILL I BE PAID?

If the parties reach an agreement for the purchase of your property and title to the property is free and clear, payment will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the City of Placentia signs the Purchase Agreement. If the title evidence indicates that further action is necessary to clear any liens or encumbrances or to demonstrate ownership, payment may be delayed until such issues are addressed.

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE CITY OF PLACENTIA ?

If you and the City of Placentia are unable to reach an agreement through negotiations, formal eminent domain (condemnation) proceedings to acquire the property may be instituted, or the City of Placentia may choose not to acquire the property. In the latter case, the City of Placentia will give you notice of its decision as provided by law.

WHAT HAPPENS IF MY PROPERTY IS CONDEMNED?

The power of eminent domain may only be exercised if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) an offer required by California Government Code section 7267.2 has been made to the owner of record or the offer has not been made because the owner cannot be located with reasonable diligence. Eminent domain proceedings are often referred to as condemnation actions. A condemnation action may only be filed after the adoption of a Resolution of Necessity by the condemning party's City of Placentia City Council. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming the above factors have been substantiated and determined, a condemnation suit can be filed.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The condemning party will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and condemning party have a constitutional right to have a jury determine the value of the property in question. If the owner and the condemning party decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows the City of Placentia to have the possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is

used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the City of Placentia must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the ability to challenge the authority's right to take the property, but does not waive the owner's right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the City of Placentia , you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and the City of Placentia enter into an agreement for sale of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the City of Placentia .
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the City of Placentia acquires your property.

Escrow or the City of Placentia will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the City of Placentia after the acquisition.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the City of Placentia .

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by the City of Placentia . If you wish to keep any of the improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), the City of Placentia will deduct 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.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE CITY OF PLACENTIA ACQUIRE 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 must be paid for the loss in value (offset by any benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the City of Placentia will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO THE CITY OF PLACENTIA AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the City of Placentia on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

Many of the property acquisitions required for this project will not require relocation of businesses or residences. Any requirement for relocation will be expressly written in the offer to purchase.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the court issues an order of possession. Before such an order can be issued, the estimated fair market value of the property must be deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by the City of Placentia does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel. A copy of sections of the California Code of Civil Procedure relating to such claim for loss of goodwill is also enclosed for your information on page 8 of this brochure.

I AM A VETERAN, HOW ABOUT MY GI LOAN?

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

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when the City of Placentia acquires real property by condemnation or under the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

WHAT IF I HAVE OTHER QUESTIONS ABOUT THE PROCESS?

Contact the right of way acquisition firm listed on your Notice of Decision to Appraise letter. They will answer your questions and provide any needed additional information.

LOSS OF BUSINESS GOODWILL
CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510 - 1263.530

1263.510. (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.
(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.
(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

1263.520. The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents, papers, books, and accounts.

1263.530. Nothing in this article is intended to deal with compensation for inverse condemnation claims for temporary interference with or interruption of business.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF PLACENTIA
GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
APN: 336-371-36

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN(s): 336-371-36. Upon receipt, please sign below and return to Christine Wasfi in the enclosed self-addressed envelope:

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

The offer package received contained the following items:

1. Offer Letter
2. Agreement of Purchase and Sale and Joint Escrow Instructions
3. Temporary Construction Easement Deed and Legal Description and Plat
4. Summary Statement Relating to the Purchase of Real Property or an Interest Therein
5. Appraisal Report
6. Litigation Guarantee
7. Your Rights Under Title VI Brochure
8. Acquisition Handbook
9. W-9 Request for Taxpayer ID

Recipient Name (please print)	Recipient Signature	Date
( )	( )	
Phone	Cell	E-Mail (optional)

Best time to call: _____

☐ The mailing address is correct as sent/ received

☐ Please update the mailing address as follows:

_____

_____

Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(310) 626-4848
epicland.com

Just Compensation Recommendation

Project	Golden Avenue Bridge Replacement Project
APNs	336-371-36
Interest Appraised	13,015.88 SF, Temporary Construction Easement Interest
Date of Value	April 2, 2024
Appraised Value	$500.00

In accordance with the acquisition of the subject property, the following actions have been undertaken in conformity with *49 CFR Part 24* "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs" and Caltrans Right of Way Procedures Manual:

1. Performed a fee appraisal to ascertain Fair Market Value prepared by Valbridge Property Advisors.
2. A formal review of the appraisal was prepared by CBRE, Valuation & Advisory Services to certify the appraisal of Fair Market Value.

49 CFR Part 24, Subpart B Section 24.102(d) states that before the initiation of negotiations, the Agency shall establish an amount which it believes is Just Compensation for the real property. The amount shall not be less than the approved appraisal of the Fair Market Value of the property, taking into account the value of allowable damages or benefits to any remaining property.

An Agency official must establish the amount believed to be just compensation. Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be Just Compensation. Fair Market Value as per California Code of Civil Procedure section 1263.320 is defined as the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

We have established a nominal value of $1,000.00 and hereby recommend that the value of $1,000.00 (One Thousand Dollars and No Cents), based upon the fee appraisal prepared by Valbridge Property Advisors to be determined to be the probable amount of Just Compensation by the City of Placentia.

Recommended for Approval:

Date: *November 4, 2024*

Tyler Kelleher

By: ***Tyler Kelleher***
Project Manager
Epic Land Solutions, Inc.

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

CITY OF PLACENTIA

Just Compensation Approval

Based upon (1) the Fee Appraisal dated October 21, 2024, prepared by Valbridge Property Advisors (2) Appraisal Review dated October 31, 2024, prepared by CBRE, Valuation & Advisory Services; and (3) Authority staff recommendation, the amount of just compensation for the purchase of Assessor Parcel No. 336-371-36 is set at $1,000.00 (One Thousand Dollars and No Cents).

City of Placentia

Date: _____

By: _____

Name:

Title:

The People are the City

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

November 21, 2024

Hand Delivered or Sent Via Certified USPS Mail

Paramount Imperial Villas
16311 Garfield Ave
Paramount, CA 90723

RE: Offer to Purchase Real Property Pursuant to Government Code §§ 7267.1 and 7267.2(a)
City of Placentia – Golden Avenue Bridge Replacement Project
Site Address: Vacant land, Placentia, CA 92870
Assessor's Parcel Number: 336-371-36
Federal Aid Project #BRL-5269(025)

Dear Property Owner:

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project ("Project") which is a federally funded project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

The Proposed Project will require the acquisition of (1) an approximate 13,015.88 square foot temporary construction easement with a term of 24 months ("TCE") over portions of the above-referenced parcel located at Vacant land, City of Placentia and identified as Orange County Tax Assessor's Parcel Number 336-371-36 ("Larger Parcel"). The TCE is described more particularly in the Exhibits to the Grant of Temporary Construction Easement enclosed with this offer letter. The TCE required for the Proposed Project is referred to below collectively as the "Subject Property Interest".

1. Offer. Subject to, and upon the terms and conditions set forth below, the City offers to purchase the Subject Property Interest in connection with the Project. California law requires that, before making an offer to purchase the Subject Property Interest for the Proposed Project, the City must (1) obtain an independent appraisal to determine the fair market value of the Subject Property Interest, (2) establish an amount which it believes to be just compensation for the Subject Property Interest, and (3) make an offer to the owner(s) for an amount not less than the just compensation so determined. Accordingly, the City recently had the Larger Parcel and the Subject Property Interest appraised to determine the fair market value of the Subject Property Interest, as defined in California Code of Civil Procedure section 1263.320. Pursuant to Government Code Section 7267.1, the owner had the opportunity to accompany

the appraiser during their inspection. The City obtained an appraisal for the fair market value of the Subject Property Interest prepared by John Penner, a California Certified Real Estate Appraiser of Valbridge Property Advisors ("Appraisal Report") that used a date of value of April 2, 2024 ("Date of Value"). Rick Donahue, MAI, a Certified California General Appraiser of CBRE – Valuation & Advisory Services prepared an appraisal review dated October 31, 2024 ("Review Appraisal"). Rick Donahue found that the Appraisal Report complies with USPAP requirements and applicable State of California and Federal regulations.

It is the policy of the City to acquire property that is in private ownership **only when it is necessary to do so, and through voluntary purchase if possible**. In accordance with applicable law, the City has reviewed and approved the appraisal of the fair market cash value of the Subject Property Interest. Pursuant to Government Code Section 7267.2, the City has enclosed for your reference an informational City of Placentia Acquisition Handbook providing an overview of the eminent domain process and of your rights. We hope this is helpful for understanding your rights. **While the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interest in your property.** Further, because the City plans to use the Subject Property Interest for the Proposed Project as soon as the City acquires the necessary property interest needed for the Proposed Project, the City does not intend to offer a leaseback agreement for the Subject Property Interest pursuant to Code of Civil Procedure section 1263.615.

2. Purchase Price. The City hereby offers to purchase the Subject Property Interest for **one thousand dollars and no cents ($1,000.00)** ("Purchase Price"). The Purchase Price represents at least the full amount the City believes to be just compensation for the acquisition of the Subject Property Interest as of the Date of Value. It is not less than the approved appraisal of the Subject Property Interest on the Date of Value and does not include any increase or decrease in value of the Subject Property Interest caused by the Proposed Project for which the City seeks to acquire the Subject Property Interest. The Purchase Price also does not reflect any relocation assistance, benefits, or payments, if any, that you may be entitled to receive. This amount also does not include any compensation for loss of goodwill. The requirements for establishing goodwill loss are set forth in California Code of Civil Procedure section 1263.510, a copy of which is attached to this letter.

3. Basis for Offer. The enclosed Appraisal Report, which is incorporated herein by this reference, provides the basis for the amount established by the City as just compensation. The Appraisal Report takes into consideration the highest and best use of the Larger Parcel, the location, zoning, the condition and size of any improvements on the Larger Parcel and the Subject Property Interest, the Date of Value, severance damages, and other factors that affect fair market value as required by the Government Code.

The appraiser determined that the total fair market value of the Subject Property Interest is $500.00 for the use of the TCE. However, City of Placentia has established a nominal value of $1,000.00 which will be the basis for the offer.

4. Conditions of Offer. The offer is subject to, and conditioned upon the acceptance of the terms of the Agreement for Purchase and Sale enclosed with this offer letter.

5. Offer to Pay Reasonable Costs of an Independent Appraisal Pursuant to Code of Civil Procedure Section 1263.025. If you wish to obtain an independent appraisal of the Subject Property Interest, in accordance with California Code of Civil Procedure section 1263.025(a), the City hereby offers to reimburse you for the reasonable costs, not to exceed $5,000.00 (Five Thousand Dollars), of such an independent appraisal. Any independent appraisal must be conducted by an appraiser licensed by the

California Bureau of Real Estate Appraisers. Please notify your assigned Epic Land Solution, Inc. Acquisition Agent ("Epic Acquisition Agent"), Christine Wasfi within 30 days of the date of this offer letter if you wish to obtain an independent appraisal of the Subject Property Interest. The City is not obligated to accept your appraiser's value of the Property Interest. The City, however, will review your appraisal and if appropriate, confer with the City's independent appraiser regarding the merits of your appraisal.

6. Acceptance of Offer and Execution of Purchase and Sale Agreement. If the above offer is acceptable, please sign and return the following documents to Christine Wasfi, Epic Acquisition Agent in the enclosed envelope:

(a) The Agreement for Purchase and Sale and Joint Escrow Instructions.

The other materials (Appraisal Report, Title Report, Brochures etc.) are included for your information and files and do not need to be returned.

7. Admissibility of Offer. If for any reason you reject the City's offer, please be advised that this offer letter and enclosures are made under the provisions of California Evidence Code sections 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action for any purpose prohibited under these sections. However, while the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interest in your property.

If you have any questions regarding the Proposed Project, this offer, the Agreement for Purchase and Sale, or the acquisition process, please feel free to contact Christine Wasfi, Epic Acquisition Agent at (951) 405-4645 or email cwasfi@epicland.com.

Sincerely,

Damien Arrula
City of Placentia, City Administrator

Enclosures:
Acknowledgment of Receipt of Offer Package
Copy of California Code of Civil Procedure section 1263.510
Agreement for Purchase and Sale and Joint Escrow Instructions
Grant of Temporary Construction Easement, Legal Description and Plat Map
Appraisal Report
Litigation Guarantee
Your Rights under Title VI Brochure
City of Placentia Acquisition Handbook
W-9 Request For Taxpayer ID

CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510

(a) The owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.

(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.

(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

(Amended by Stats. 2006, Ch. 602, Sec. 2. Effective January 1, 2007.)

AGREEMENT FOR PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS

Federal Aid Project # BRL-5269(025)
Paramount Imperial Villas
APN 336-371-36

Paramount Imperial Villas, LP, A California Limited Partnership, formerly known as Paramount Imperial Villas, Ltd., a California Limited Partnership (hereinafter, "Grantor"), owns the real property located a vacant land, Placentia, CA in the County of Orange, Assessor Parcel Number 336-371-36 (the "Property"). City of Placentia (the "City") requires a temporary construction easement in a portion of the Property for the Golden Avenue Bridge Replacement Project (the "Project"). A Temporary Construction Easement Deed to the City in a form substantially similar to Exhibit "1" hereto, covering the property interest as described and depicted in the exhibit attached thereto (collectively the "Property Interest"), will be executed during the escrow to be opened for this transaction.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve the City of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) The City requires said Property Interest described in Exhibit "1" for the Project, a public use for which the City has the authority to exercise the power of eminent domain.

(C) Both Grantor and the City recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interest by eminent domain litigation. The compensation set forth herein for the Property Interest is in compromise and settlement, in lieu of such litigation.

(D) It is agreed that the City may open an escrow in accordance with this Agreement at Commonwealth Land Title Company or another selected escrow company ("Escrow Agent"), Escrow No. to be determined. This Agreement constitutes the joint escrow instructions of CITY and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within thirty (30) days following the opening of escrow. The Parties hereto agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

(E) Grantor agrees to deposit with Escrow Agent prior to the Close of Escrow (defined below) the original, fully executed and acknowledged Temporary Construction Easement Deed and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the Subject Property, including Lender's written approval of Grantor's entering this Agreement if necessary. City agrees to deposit the following with Escrow Agent prior to the Close of Escrow: (1) the full amount of compensation, and (2) a certificate of acceptance.

(F) All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

(G) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3

(H) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

(I) Pay and charge Grantor, upon Grantor's written approval, for any amount necessary to place title in the condition necessary to satisfy the express terms of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;

(J) Pay and charge City for any escrow fees, charges, and costs payable required for the Close of Escrow;

(K) Disburse funds and deliver the Easement Deed when conditions of this escrow have been fulfilled by City and Grantor.

The term "**Close of Escrow**", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS, AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If this escrow is not in condition to close within 210 days from opening of escrow, either Party who then shall have fully complied with its obligations may, in writing, demand the return of its money or property; but if neither Party has complied, no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

2. (A) The City shall pay the undersigned Grantor the sum of ONE THOUSAND DOLLARS and NO CENTS ($1,000.00) for the Property Interest conveyed by Exhibit "1" when title to said Property Interest vests in the City free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

ii. Covenants, conditions, restrictions and reservations of record as contained in the title report (Commonwealth Land Title Company order number 92020645).

iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.

(B) The City shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City, the premium charged therefore. Due to the City's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922).

(C) The City shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against the City, the County of Orange and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interest, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interest, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor

further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interest and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interest, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:

   (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California, which provides:

   "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

   (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interest. Grantor will defend and indemnify the City, its successors and/or assigns if it turns out that a claim is made or legal action is filed against the City, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants it will defend and indemnify the City, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.

7. Grantor acknowledges that there are no tenants on the Property. Grantor agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of improvements, including but not limited to: None.

9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interest will be protected in place: None.

10. The City may provide Grantor with thirty (30) day advance notice by the City or the City's contractor prior to the commencement of construction activities on the Property Interest. Prior to the commencement of the City's construction activities on the Property Interest, Grantor agrees to hold harmless, defend and indemnify the City, its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interest by Grantor and/or Grantor's guests, invitees, or any other person. The City shall not be deemed to have control of the Property Interest nor duty to maintain the Property Interest in a safe condition prior to the time the City or the City's contractor commences construction activities on the Property Interest.

    Grantor agrees to name the City as an additional insured under its current insurance policy. Grantor further agrees to notify the City in writing within thirty (30) days of any potential claim relating to the area within the Property Interest prior to commencement of construction activities on the Property Interest.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interest by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction and terminating twenty-four (24) months thereafter ("TCE Term"). Upon the deposit and determination of commencement date, Exhibit "2", shall be updated to reflect the commencement and termination date of the TCE. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, for the TCE Term. The TCE may also be terminated prior to the expiration of the TCE Term by the City upon written notice to the Grantor.

12. PERMISSION TO ENTER ON PREMISES. Grantor hereby grants to City, or its authorized agents, permission to enter upon the subject Property Interest at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. City agrees that City and its contractors will indemnify Grantor and its related individuals and entities and hold them harmless from any and all liability for bodily injury, death, and property damage arising out of or in any way connected with City's negligent acts or omissions while on the Property Interest and reimburse the Grantor and related parties for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands, and causes of action that may be made or brought against them arising out of such use. Any such inspections shall be conducted at a time and in such a manner reasonably approved by Grantor and to minimize disruption or interference Grantor or Grantor's tenants. Grantor shall have the right to be present at any such inspections.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the Property Interest conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.

14. It is agreed between the parties hereto that the City is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on the Property Interest acquired under this transaction. Said assessments include but are not limited to any assessments listed in the litigation guarantee (First American Title order number 7015732). The grantor acknowledges that it has received and reviewed the Litigation Guarantee. The assessments remain the obligation of Grantor. Payment for the Property Interest acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interest acquired under this transaction is to be free and clear of any liens, bonds and/or assessments at the close of escrow.

15. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris after the opening of escrow. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the temporary construction easement area that remains after the City takes actual/physical possession of the TCE area may be removed by the City and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed after the City takes actual/physical possession shall be the sole responsibility of Grantor.

16. Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantors:
Paramount Imperial Villas
16311 Garfield Ave
Paramount, CA 90723

To City of Placentia:
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Public Works

17. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. The City may freely assign any or all of its interest or rights under this Agreement.

18. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has/have no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property Interest being acquired in this transaction reflects the full and complete settlement of the Property Interest without the presence of contamination. If the Property Interest being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

19. It is understood and agreed that the fully executed Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Orange.

20. The City reserves the right to cancel escrow and terminate this Agreement if at any time the City determines that the Property Interest is no longer needed for the Project.

21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

22. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

23. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

24. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

25. The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.

26. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

Paramount Imperial Villas, LP, A California Limited Partnership, formerly known as Paramount Imperial Villas, Ltd., a California Limited Partnership

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By:_____
Attorney for City of Placentia

CITY OF PLACENTIA

By:_____
Name:
Title:

Date:_____

Exhibit “1”

Temporary Construction Easement Deed
[APN: 336-371-36]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On portion of APN: 336-371-06

Above Space for Recorder's Use

GRANT OF EASEMENT
TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Paramount Imperial Villas, LP, A California Limited Partnership, formerly known as Paramount Imperial Villas, Ltd., a California Limited Partnership "**Grantor**"), hereby grants to **CITY OF PLACENITA ("Grantee")**, its employees, agents, representatives, contractors, successors and assigns, an exclusive temporary construction easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, and construction of roadway improvements or other necessary uses, for construction of the Golden Avenue Bridge Replacement Project, purposes in, on, upon, over, under, and across that certain real property located in the City of Placentia, County of Orange, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B" . Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference. The Temporary Construction Easement is located within a portion of Assessor Parcel Number 336-371-36 (**"Grantor's Property"**),

The term of the Temporary Construction Easement described herein will commence on the date of the deposit of funds into escrow, _____ and expire twenty-four (24) months thereafter on _____.

It is understood that in the event the Grantor plans to sell, lease or rent the Property prior to the final expiration date of this Temporary Construction Easement, the Grantor shall inform, in writing, any and all parties involved in the sale, lease, or rental of the Property about this Temporary Construction Easement and associated construction project.

DATED: _____

GRANTOR:
Paramount Imperial Villas, LP, A California Limited Partnership, formerly known as Paramount Imperial Villas, Ltd., a California Limited Partnership

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
Legal Description – Permanent Construction Easement

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED DECEMBER 18, 1980 IN BOOK 13879, PAGE 839, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A":
COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, WITH THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA;

THENCE ALONG SAID EASTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 30.06 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°47'14" WEST, A DISTANCE OF 69.01 FEET THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 89°47'14" WEST, A DISTANCE OF 17.76 FEET;

THENCE NORTH 7°30'07" EAST, A DISTANCE OF 2.83 FEET;

THENCE NORTH 13°33'58" EAST, A DISTANCE OF 9.44 FEET;

THENCE NORTH 89°02'52" EAST, A DISTANCE OF 14.72 FEET;

THENCE SOUTH 2°09'00" EAST, A DISTANCE OF 12.30 FEET TO THE **POINT OF BEGINNING**;

CONTAINS 198.39 SF MORE OR LESS.

PARCEL "B":
COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, WITH THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA;

THENCE ALONG SAID EASTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 30.06 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE, SAID POINT BEING THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°47'14" WEST, A DISTANCE OF 29.82 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 12.60 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 71°48'48" WEST;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°11'39", A DISTANCE OF 2.24 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 82°00'27" WEST;

THENCE SOUTH 89°05'38" EAST, A DISTANCE OF 30.22 FEET TO EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA;

THENCE ALONG SAID EASTERLY LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 1.82 FEET TO THE **POINT OF BEGINNING**;

CONTAINS 59.92 SF MORE OR LESS.

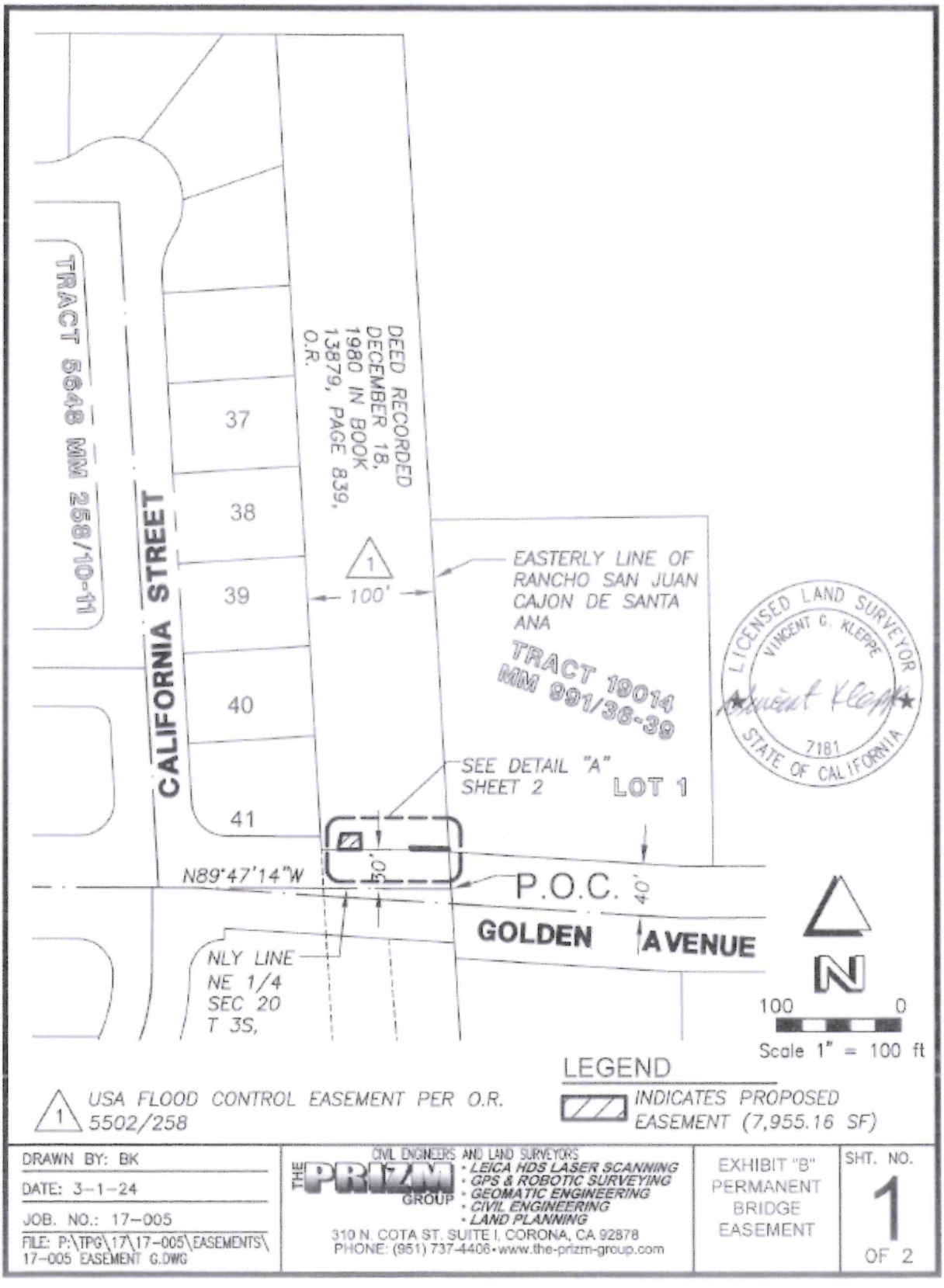


Vincent Kleppe
VINCENT G. KLEPPE LS 7181

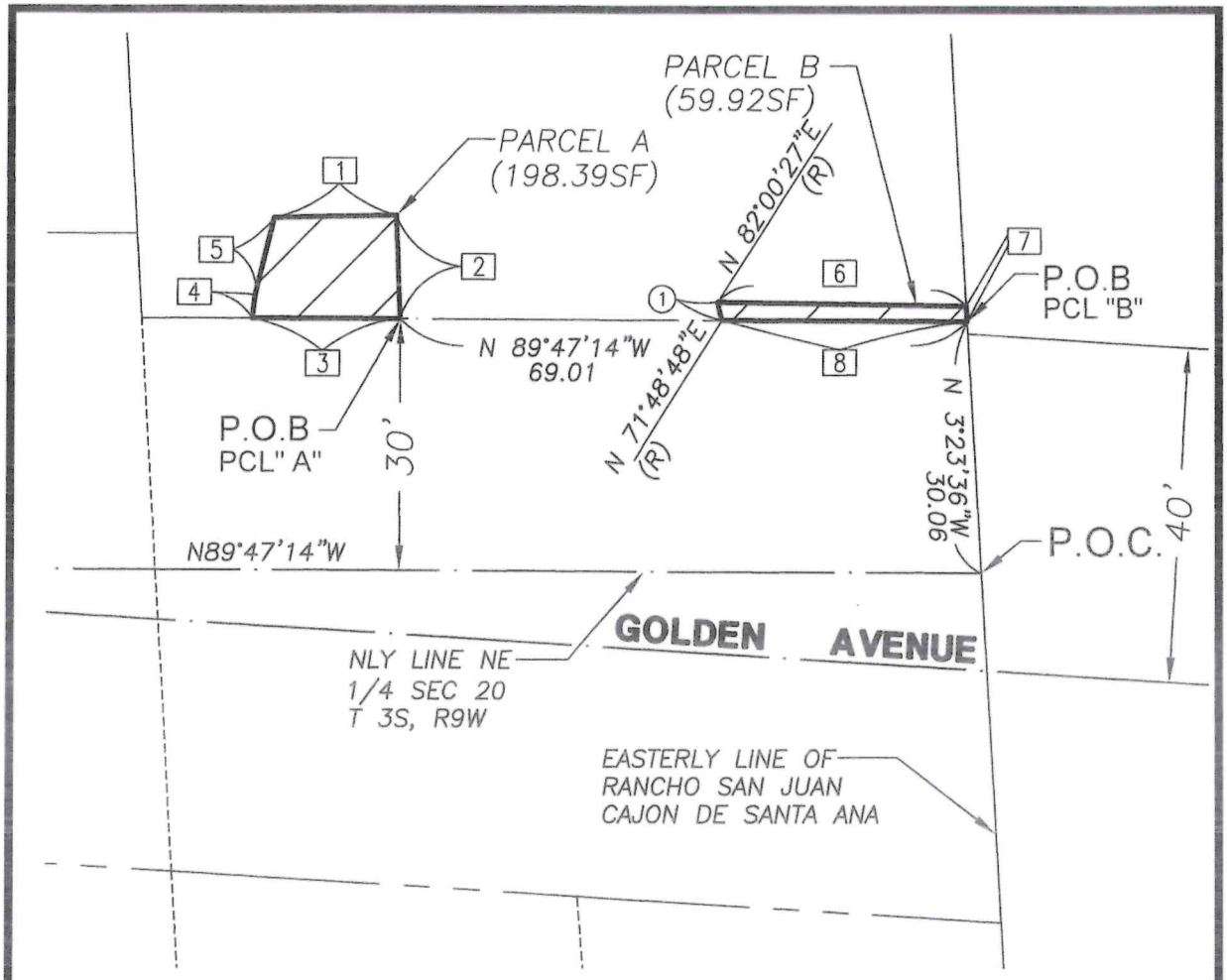
3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 PCE EASEMENT G.doc

EXHIBIT "B"
Plat Map – Permanent Construction Easement



DRAWN BY: BK DATE: 3-1-24 JOB. NO.: 17-005 FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT G.DWG	CIVIL ENGINEERS AND LAND SURVEYORS THE PRIZM GROUP • LEICA HDS LASER SCANNING • GPS & ROBOTIC SURVEYING • GEOMATIC ENGINEERING • CIVIL ENGINEERING • LAND PLANNING 310 N. COTA ST. SUITE I, CORONA, CA 92878 PHONE: (951) 737-4406 • www.the-prizm-group.com	EXHIBIT "B" PERMANENT BRIDGE EASEMENT	SHT. NO. 1 OF 2



DETAIL "A"

1"= 20'

LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 89°02'52" E	14.72'
2	N 02°09'00" W	12.30'
3	N 89°47'14" W	17.76'
4	N 07°30'07" E	2.83'
5	N 13°33'58" E	9.44'
6	N 89°05'38" W	30.22'
7	N 03°23'36" W	1.82'
8	N 89°47'14" W	29.82'

CURVE TABLE:

NUMBER	DELTA ANGLE	ARC LENGTH	RADIUS
1	10°11'39"	2.24'	12.60'

LEGEND

INDICATES PROPOSED EASEMENT (258.31 SF)

DRAWN BY: BK

DATE: 3-1-24

JOB. NO.: 17-005

FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT G.DWG

THE PRIZM GROUP
CIVIL ENGINEERS AND LAND SURVEYORS
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406 • www.the-prizm-group.com

EXHIBIT "B"
PERMANENT
BRIDGE
EASEMENT

SHT. NO. 2 OF 2

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the temporary construction easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Temporary Construction Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 336-371-36

By: _____

Name:

City of Placentia

Dated: _____

CITY OF PLACENTIA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property located at flood control channel, City of Placentia, California, is within the Project area and is also identified by your County Assessor as Parcel No. 336-371-36.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom a public agency purchases real property or an interest therein or each tenant owning improvements on the property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and is/are contiguous to the land being conveyed.

3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired is a 13,015.88 square foot temporary construction easement, and said property is described and depicted in the attached legal descriptions and plat maps.

4. The market value of the property proposed to be acquired is based upon a market value appraisal that is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

    A. Represents the full amount of the appraisal of just compensation for the property to be purchased;

    B. Is not less than the approved appraisal of the fair-market value of the property;

    C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

    D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits that the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand Dollars ($5,000), subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREA), formerly known as the Office of Real Estate Appraisers;

   C. The appraisal cost reimbursement request must be made in writing and submitted to the City of Placentia c/o Epic Land Solutions, Inc. at 3850 Vine Street, Suite 200, Riverside CA 92507, Attn: Tyler Kelleher, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

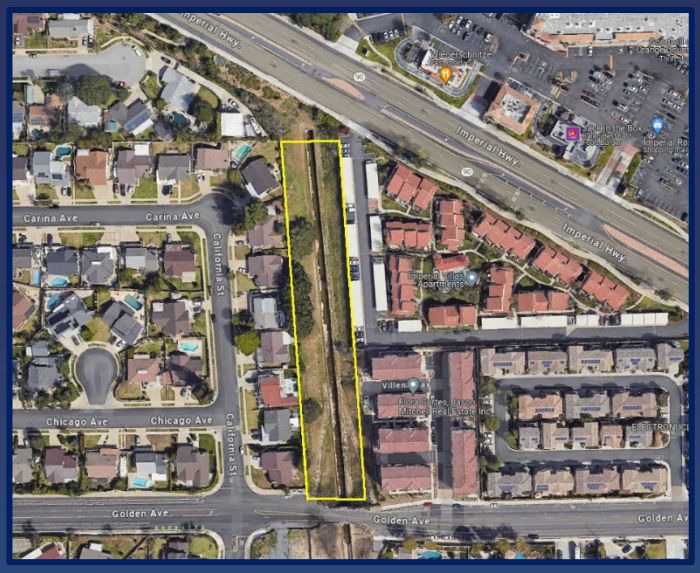
8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code sections 104.2 and 104.12.

Valbridge
PROPERTY ADVISORS

Narrative Appraisal Report

Proposed Easement Acquisitions Golden Avenue Bridge
Flood Control Channel
No Address
Placentia, Orange County, California
APN: 336-371-36

Report Date: October 22, 2024



FOR:

Epic Land Solutions, Inc.
Ms. Kari Anvick
Senior Regional Manager
1971 W. 190th Street, Suite 200
Torrance California 90504

Valbridge Property Advisors | Orange County
17822 17th Street, Suite 211
Tustin, CA 92780
(714) 449-0852 phone
jpenner@valbridge.com

Valbridge File Number:
CA06-24-0050

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October 22, 2024

Ms. Kari Anvick
Senior Regional Manager
Epic Land Solutions, Inc.
1971 W. 190th Street, Suite 200
Torrance, California 90504

RE: Appraisal Report
Proposed Easement Acquisitions Golden Avenue Bridge
Flood Control Channel
No Address
Placentia, Orange County, California
APN: 336-371-36

Dear Ms. Anvick:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report. The Golden Avenue Bridge Project requires the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control area for which the bridge passes over. The project will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic.

The subject property, as referenced above, is located on the flood channel on the northern side of the Golden Avenue Bridge over the flood channel and is further identified as Assessor's Parcel Number (APN) 336-371-36. The subject is a 1.56-acre or 67,954-square-foot site. The subject consists of a flood control channel that is partially cement lined. The flood control channel was constructed around 1960 from a former wider river wash. The rear of the site borders the flood channel where the acquisition areas are located.

The purpose of this appraisal is to estimate Fair Market Value for a proposed temporary acquisition, considering the Market Value of the fee simple interest in the subject property. This appraisal is completed in conformance with Eminent Domain Laws, State and Local Laws, including the Caltrans Right of Way Manual dated July 2022, the Appraisal Institute, and regulations required by the State of California. The intended use of this appraisal is for negotiations with the subject property owner pursuant to the partial acquisition of some property interests. This report consists of a narrative appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

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The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, Caltrans and no others.

Memorandum on Date of Value and Report:

The date of value in this report is April 2, 2024 the date of report is October 22, 2024. The proposed acquisition is a temporary construction easement of a small portion of land in a flood channel with almost no residual property rights attributable to the fee owner and is of nominal value. The nominal value is rounded per the Caltrans Right of Way Manual. Therefore, it is our professional opinion that the value conclusion in this report is unlikely to change materially between the date of value and the date of report.

The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	
Property Address	No Situs
Assessor Parcel Number (APN)	336-371-36
Effective Date of Value	April 2, 2024
Property Rights Appraised	Fee Simple
Owner Name	Paramount Imperial Villas
Zoning	R1
Right of Way Areas	
Value of Part Taken - Land (0 SF)	$0
Temporary Construction Easement (13015.88 SF)	$500 - Nominal
Fair Market Value of Proposed Acquisition	**$500 - Nominal**

Respectfully submitted,

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John D. Penner Jr.
Staff Appraiser
California License #AG3009243



John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

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Summary of Salient Facts

Property Name:	Proposed Easement Acquisitions Golden Avenue Bridge
Address:	No Situs Placentia, Orange County, California
Assessor's Parcel Number:	336-371-36
Property Rights Appraised:	Fee Simple
Property Owner:	Paramount Imperial Villas
Site Size:	1.56 acres (67,954 square feet)
Zoning:	R1 - Single Family Residential
Flood Zone:	A (Flood Hazard Area)
Existing Improvements	
Property Type:	Residential
Property Use:	Residential (Single-Family)
Highest and Best Use	
As Vacant:	Develop Single Family Residential
As Improved:	Current Use
Date of Report:	October 22, 2024
Effective Date of Value:	April 2, 2024

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$237,839	
Permanent Property Rights		
Value of Part Taken - Land (0 SF)	$0	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$0	$0
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$237,839	
Temporary Property Rights		
Temporary Construction Easement (13015.88 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$500 - Nominal**

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Aerial and Front Views

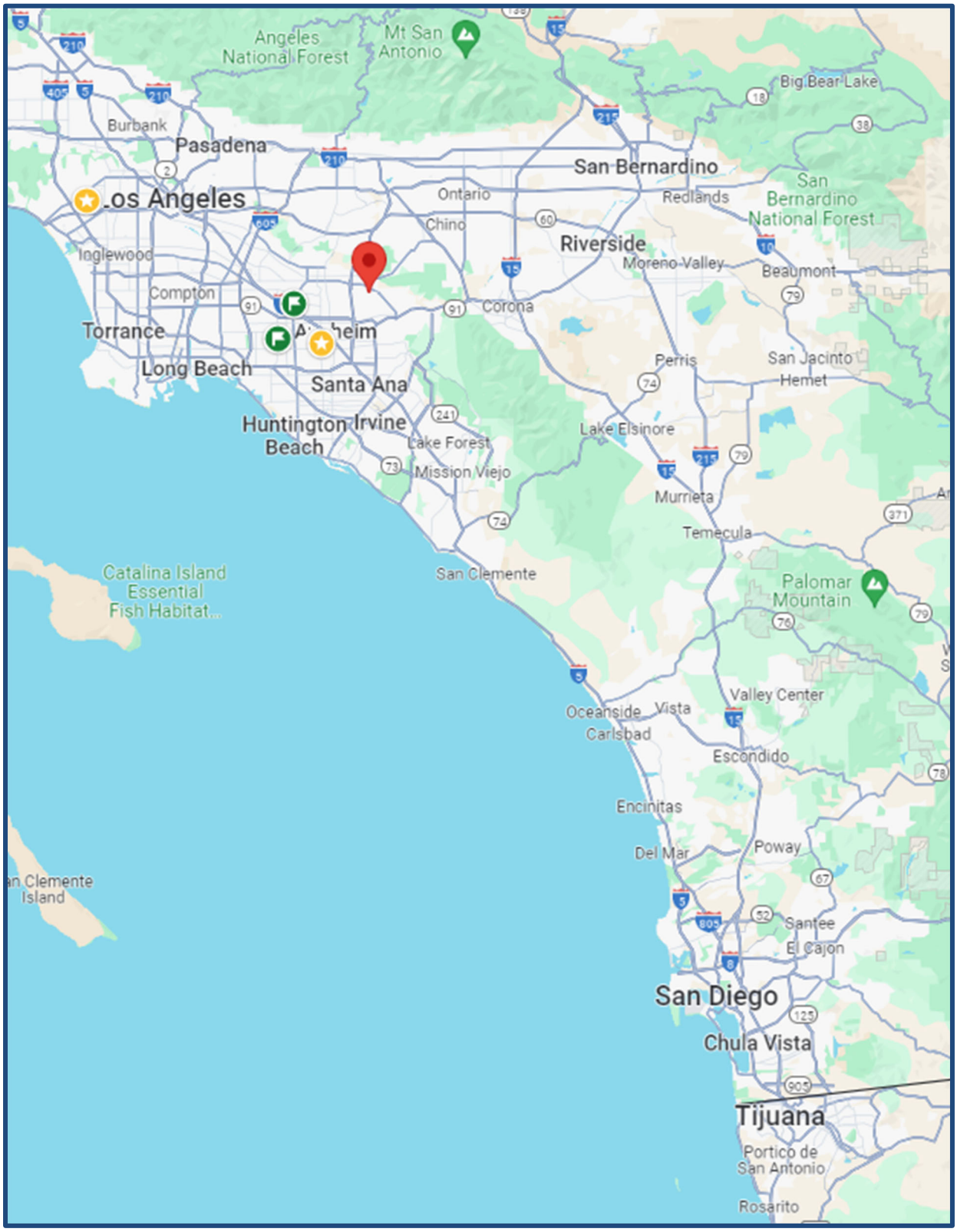


AERIAL VIEW



FRONT VIEW

Location Map



Introduction

Proposed Acquisition Description

The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control area for which the bridge passes over. The proposed easements are within existing flood control easement areas.

Client and Intended Users of the Appraisal

The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, Caltrans and no others. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

Intended Use of the Appraisal

The intended use of this report is for determine fair market value of a proposed acquisition.

Real Estate Identification

The subject property has No Situs and is located at the Golden Avenue Bridge Crossing on the North side of the street, consisting of the storm drain itself. The subject property is further identified by Assessor Parcel Number 336-371-36.

Legal Description

A copy of the legal description is included in the title guarantee in the addenda and legal descriptions of the acquisitions are located in the condemnation section.

Use of Real Estate as of the Effective Date of Value and the Date of this Report

As of the effective date of the appraisal, the subject was a flood control storm channel.

Ownership of the Property

According to the Public Record and Title Guarantee, title to the subject property is vested in Paramount Imperial Villas.

History of the Property

Ownership of the subject property has not changed within the past five years. The current owner acquired the property along with the adjacent lot in 1980. The adjacent lot was developed into apartments. A flood control channel was constructed in the early 1960s from a former river wash.

Listings, Offers, and/or Contracts

The subject property is not presently listed for sale.

Notice to Appraise

A notice of intent to appraise the subject property was sent to the property owner by the City of Placentia. on April 1, 2024. An exterior inspection was performed by John Penner, Jr. and John D.

Penner of Valbridge Property Advisors | Orange County on April 2, 2024 for the purpose of this appraisal.

Type and Definition of Value

The measure of Fair Market Value for eminent domain purposes as defined in the Civil Code is:

(a) The fair-market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair-market value of property taken for which there is no relevant comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.[1]

Exclusions from Fair Market Value

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

(a) The project for which the property is taken.
(b) The eminent domain proceeding in which the property is taken.
(c) Any preliminary actions of the plaintiff relating to the taking of the property.[2]

Condemnation Blight and Project Enhancement: Condemnation blight is a diminution in the market value of a property due to pending condemnation action[3]; project *enhancement* is an increase in a property's market value in anticipation of a public project requiring condemnation action. As a general rule, the appraiser cannot properly consider either of these factors in the before situation when estimating highest and best use or value.

Eminent Domain Terminology

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

Leased Fee Estate

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).[5]

[1] California Code of Civil Procedure, Section 1263.320

[2] Ibid, § 1263.330

[3] Real Estate Valuation in Litigation, Appraisal Institute, Second Edition

[4] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[5] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Easement

The right to use another's land for a stated purpose.[6] Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space or preservation.

Temporary Easement

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.[7]

Larger Parcel Theory

In condemnation proceedings, the parcel(s) of land under the beneficial control of a single individual or entity has the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making this determination are contiguity or proximity (as it bears on the highest and best use of the property), unity of ownership, and unity of highest and best use. If applicable, analysis of the subject's larger parcel is contained in the highest and best use section.

The larger parcel may be a whole parcel, part of a parcel, or several parcels, depending upon the unity of legal ownership, unity of use, and contiguity. For unity of title, the parcel(s) must be owned or controlled by the same individual or group of individuals. Unity of use requires that the parcel(s) possesses the same use, or an integrated use, with the land. It is controlled by the highest and best use of the parcel(s). Although contiguity is not always required, parcels sharing this unity are usually physically contiguous. If two parcels are separate and devoted to different uses, the taking of one parcel will not damage the other.

Corridor Valuation Terminology

Special Purpose Property

A Property with a unique physical design, special construction materials, or a layout that particularly adapts its utility to the use for which it was built and may be costly to modify to another use; also called a special-design property.[8][9]

Corridor

A strip of land used for transportation or transmission purposes (e.g., rail, highway, power, information, slurries, liquids).[10]

Corridor Valuation

The process of estimating value associated with rights to corridor real estate valuation approaches may include methods such as the across-the-fence method, sales comparison, the alternate route (cost avoidance) approach, and estimation of net liquidation value.[11]

[6]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[7]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[8]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[9]Note: The matter of whether a corridor is a type of special use property is disagreed on in published appraisal literature. Special use properties typically do not have a market value with minimal market transactions and are appraised by cost approach, while corridors do have a market value. Nonetheless, corridors are frequently referred to as a type of special use property and market transactions are rare. The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[11]Ibid.

Corridor Factor

In corridor valuation, the ratio of the market value (or market price) of a corridor to the corridor's across the fence value. Corridor factors are applied to reflect the benefit or advantage, if any, of the corridor having already been assembled. Typically used in the valuation of existing corridors and the assembly of a new corridor. Sometimes called an enhancement factor or continuity factor.[12]

Across-The-Fence (ATF) method

A land valuation method used in the appraisal of corridors. The across-the-fence method is used to develop a value opinion based on comparison to abutting land.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios of value:

VALUATION SCENARIOS TABLE

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As Is	Current	Fee Simple	4/2/2024

We completed an appraisal inspection of the subject property on April 2, 2024.

Date of Report

The date of this report is October 22, 2024, which is the same as the date of the letter of transmittal.

List of Items Requested but Not Provided

- None

Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which may have impacted the assignment results:

Extraordinary Assumptions

- None

Hypothetical Conditions

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

[12]Ibid

Scope of Work

The elements addressed in the Scope of Work are: (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

- Legal Characteristics - The subject was legally identified via public records, legal description, and plat map.
- Economic Characteristics - Economic characteristics of the subject property were identified via market participant surveys, our company database, and/or third party sources, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via an appraisal inspection of the exterior and proposed acquisition areas.

Extent to Which the Property Was Inspected

We inspected the subject on April 2, 2024.

Type and Extent of Data Researched

In valuing the concluded larger parcel, we researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of the improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on the highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

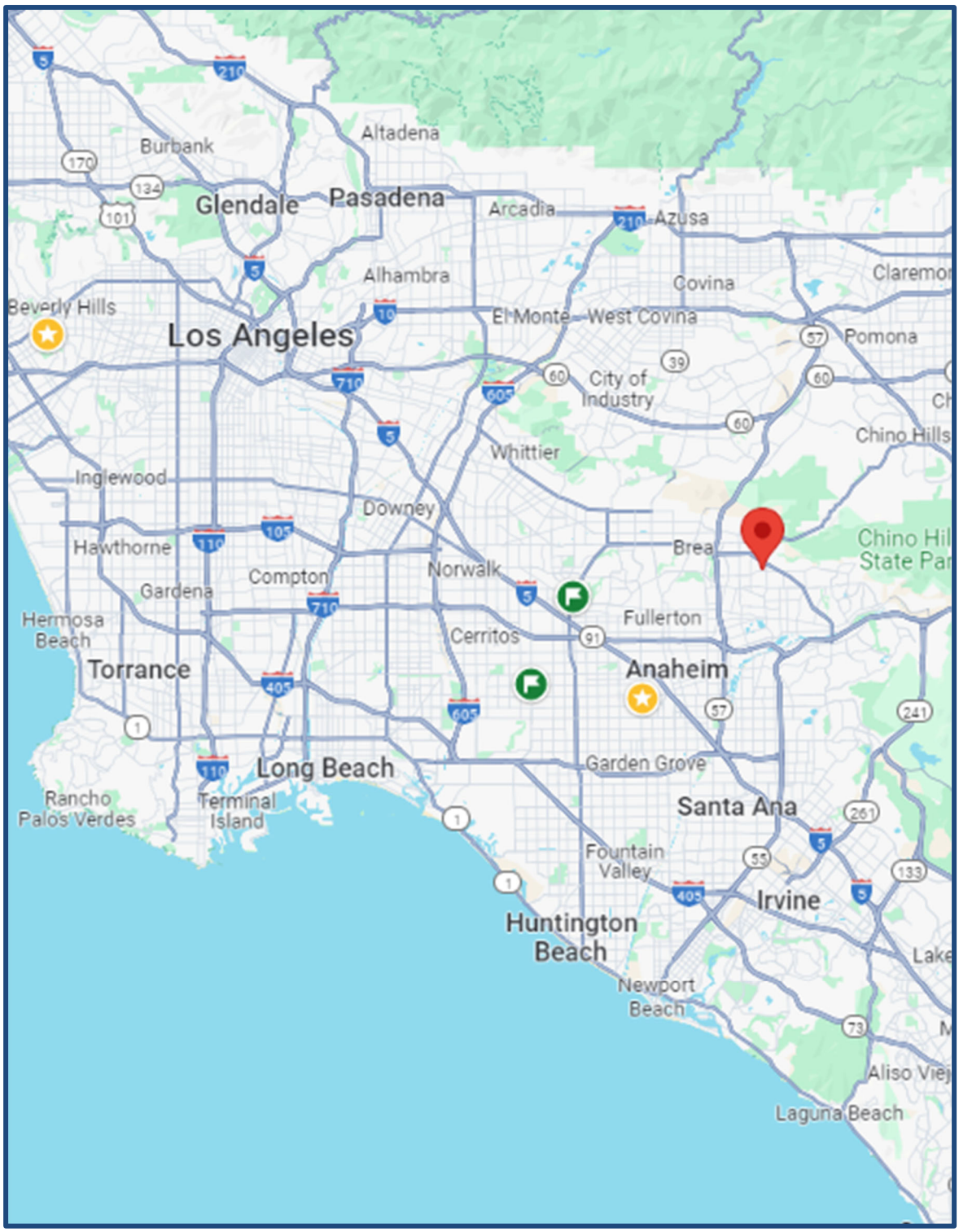
We developed our analyses, opinions, and conclusions and prepared this report in conformity with state regulations in the California Code of Civil Procedure and the Caltrans Right of Way Manual dated July 2021, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional Area Analysis

REGIONAL MAP



Regional Data

The subject property is located in the County of Orange. Orange County is one of six counties which comprise the Southern California Metropolitan Region. The other counties are Los Angeles, San Bernardino, Riverside, Ventura, and San Diego. This region represents one of the most diversified economic environments in the world. Strengths include aerospace, import/export trade, entertainment, defense, tourism, technology, apparel, and education. Located on the previous page is a map that shows the subject in relation to the surrounding region.

These counties have been, and continue to be, interdependent upon one another for a variety of goods and services. Los Angeles County led the region with an explosive population growth after World War II. This growth was attributed largely to in-migration from other states. New residents were attracted to the area for employment and climate-related reasons. Los Angeles became the industrial base for the region, while the adjacent counties remained agricultural, especially in citrus farming. As Los Angeles County built up, the adjoining counties began to experience a spillover effect; first in population, then in industry.

Location

Orange County is situated directly southeast of Los Angeles County and remained primarily rural until after World War II. The county occupies a total of 798 square miles, stretching along 42 miles of Pacific coastline and extending some 25 miles inland. The eastern mountain region, which includes the Cleveland National Forest, is largely uninhabited. The majority of the population is concentrated in the northwest and central portions of the county and stretches south along the coast. Other counties bordering the County of Orange are Riverside to the east, San Diego to the south, and San Bernardino to the northeast.

Early development in the county primarily consisted of agricultural activity related to wine, citrus, and ranching. Farmers and ranchers were drawn to the area by the ample water supply and fertile soil. With the advent of the railroads in the late 1800s, shipping to the east coast by rail became a reality, and the citrus industry began to blossom, hence the name “Orange” County. The county was split off from Los Angeles and incorporated in 1889. In the early 1900s, small towns began to form in the northwest and central portions of the county. Expansion generally followed the Red Car commuter rail line in the earlier portion of the decade and later the freeway system followed which led to a large influx of new residents from the neighboring County of Los Angeles. Heavy growth continued through the 1950s, 60s, 70s, and 80s, as Orange County began to emerge as a center for high-tech and aerospace-related industries along with strengths in tourism and service.

Demographics

Although geographically small, Orange County is a major market, both on a statewide and national basis. It ranks third in population among California's 58 counties and sixth nationally. Currently, it represents 8% of California's total population. The following table demonstrates the growth of Orange County over the last four decades and population projections to the year 2030.

SOUTHERN CALIFORNIA POPULATION TRENDS

County	1980 Census	1990 Census	2000 Census	2010 Census	2020 Population	2022 Population	2023 Population	Annual % Change 22/23	2030 Projection
Los Angeles	7,477,421	8,832,500	8,497,192	9,818,605	10,135,614	9,840,925	9,825,708	-0.15%	9,566,663
Orange	**1,932,708**	**2,398,400**	**2,662,686**	**3,010,232**	**3,180,491**	**3,154,042**	**3,142,277**	**-0.37%**	**3,201,361**
Riverside	663,199	1,144,400	1,117,163	2,189,641	2,440,719	2,432,203	2,431,254	-0.04%	2,540,559
San Bernardino	895,016	1,396,600	1,410,332	2,035,210	2,175,424	2,179,263	2,170,593	-0.40%	2,257,518
San Diego	1,861,846	2,480,100	2,355,638	3,095,313	3,331,279	3,293,911	3,297,860	0.12%	3,373,792
Ventura	529,174	666,800	657,474	823,318	841,219	830,434	825,937	-0.54%	805,456
Totals:	13,359,364	16,918,800	16,700,485	20,972,319	22,104,746	21,730,778	21,693,629	-0.17%	21,745,349

Source: State Department of Finance - 2023

The communities of Riverside and San Bernardino have been the biggest beneficiaries of this trend, becoming two of the fastest-growing areas in the country over the last ten years. Strong growth into outlying areas is made possible by the extensive freeway system that exists throughout the Southern California basin. This freeway system allows the region's labor force to commute from surrounding counties and form economic bases in the surrounding counties themselves. During the last few decades, the County of Orange has maintained a strong growth rate despite dwindling land area available for development due to a surging economy. In just the past few years, Southern California population has begun to decline slightly in all counties except for San Diego. However, the Department of Finance's projection to the year 2030 indicates Orange County is expected to experience minor growth, along with most of the state, with most of this growth occurring in the eastern and southern portions of the county.

Employment

The Southern California region constitutes one of the most diversified economic environments in the world. This region is the largest center for business services and international trade in the United States, which produced $1.57 trillion worth of goods in services in 2022. Numerous business firms listed in the Fortune 500 have headquarters here. Per World Bank international business statistics, Orange County had a 2022 gross domestic product of $314 billion, making it the 44th largest economy in the world, just above the country of Romania. The county enjoys strengths in services, high-tech manufacturing, and tourism. Income levels are among the highest in the nation.

Unemployment Rates

Area	YE 2018	YE 2019	YE 2020	YE 2021	YE 2022	YE 2023
United States	4.5%	4.4%	4.0%	6.8%	4.4%	3.7%
California	4.8%	4.3%	4.0%	9.2%	5.5%	4.9%
Los Angeles-Long Beach-Anaheim	4.5%	4.2%	4.0%	11.5%	5.7%	4.7%
Los Angeles County, CA	3.1%	3.0%	2.8%	6.4%	4.2%	5.0%
Source www.bls.gov						

The following table shows a breakdown of some of the important employment sectors within the county:

ORANGE COUNTY EMPLOYMENT SECTORS

Employment by Industry - Orange County

Industry	Total Jobs	Percentage
Farm	1,400	0.08%
Mining & Logging	300	0.02%
Construction	112,000	6.42%
Manufacturing	155,300	8.90%
Transportation, Utilities	272,600	15.62%
Information	24,600	1.41%
Financial Activities	111,600	6.40%
Professional & Business Services	343,300	19.67%
Educational & Health Services	268,300	15.38%
Leisure & Hospitality	234,600	13.44%
Other Services	55,200	3.16%
Government	165,700	9.50%
Total	1,744,900	100.00%

The table above indicates concentrations in some of the county's top employment sectors. Major employers in the county include The Walt Disney Company, University of California – Irvine, County of Orange, St. Joseph Health, Kaiser Permanente, Albertsons, Target Corp., Walmart Inc., Hoag Memorial Hospital Presbyterian, The Boeing Company, Memorial Care Health System, California State University – Fullerton, Bank of America Corp., Edwards Life Sciences, Parker Aerospace, Allied Universal, Home Depot Inc., The Irvine Company, Cedar Fair LP, and United Health Group Inc.

The wholesale/retail trade sector is bolstered by a large population, whose residents have among the highest disposable incomes in the country. The driving force behind the service sector is the presence of various tourist attractions including Disneyland, Knott's Berry Farm, and an extensive coastline that features many high-end hotels/resorts. According to The Economic Impact of Travel in California report, prepared by Dean Runyan Associates in April 2023, "Travel spending in 2022 increased to $134.4 billion across California, a 31.7% increase over 2021 that brought spending 93% of the way to pre-pandemic levels." In Orange County, tourist spending hit $13.2 billion in 2022, an almost 4% increase from the prior pre-pandemic high of $12.7 billion reached in 2019. The following table indicates tourist spending trends in Orange County area from 2013 to 2022:

Year	Tourist Spending
2013	$9.7 billion
2014	$10.4 billion
2015	$11.2 billion
2016	$11.9 billion
2017	$12.3 billion
2018	$12.2 billion
2019	$12.7 billion
2020	$5.9 billion
2021	$9.8 billion
2022	$13.2 billion

Source: Orange County Visitors Association

Historically, Orange County has experienced a steady increase in retail, hospitality and tourism, but that trajectory changed when the pandemic shocked the economy. The county's tourism industry took a major hit because of the coronavirus outbreak, losing large amounts of employment across the job market from 2019 to 2020. By 2021, California launched its "Calling all Californians" campaign, which encouraged interstate travel to help jump start the economy again after the fall off in tourism during the pandemic. The reopening of hospitality and tourist attractions sparked a trend of regrowth for Orange County's tourist based economical sector, which has rebounded beyond pre-pandemic levels.

Transportation

The Orange County transportation system includes an extensive freeway network. The backbone of this freeway system is the Santa Ana (5) Freeway, which extends the entire length of the state. An estimated 56% of the county population resides within three miles of the freeway (along with two-thirds of the county's jobs). Major north-south freeway routes include the Santa Ana (5) and the San Diego (405) Freeways. The major east-west freeway route is the Riverside (91), which connects parts of Los Angeles County with the inland communities of Riverside and San Bernardino. Other freeways include the Orange (57), Garden Grove (22), Newport (55), and the Corona Del Mar (73) Freeways. These freeways, along with connecting freeways throughout the region, constitute the most expansive network in the world. However, in recent years, the freeways have become increasingly congested, due to a growing number of motorists and inadequate maintenance/improvements. Much of this congestion has been caused by continued population growth and commuter traffic from the inland communities of Riverside and San Bernardino, as well as South Orange County.

A major public works project is underway to provide alternative transportation routes for commuting residents. In 1990, Orange County residents voted in favor of Measure M, which instituted a 1/2 cent sales tax for transportation improvements. Major projects consist of a widening of the Santa Ana (5) Freeway, new diamond lanes on the Riverside (91), Orange (57), and Costa Mesa (55) Freeways, and the "Smart Street" improvements of Katella Avenue and Imperial Highway. Other projects include the privately funded toll roads completed in the eastern portion of the county and the San Joaquin corridor in the southern portion. The regional rail system has also been expanded to Orange County, with numerous Metro-link stops during peak commuting times between Los Angeles and Irvine. This system provides alternative transportation for commuters and residents to numerous destinations throughout the metropolitan area, including Los Angeles International Airport (LAX).

Other transportation features of the county include John Wayne International Airport (SNA), public bus service, Amtrak passenger rail service, and several freight rail lines. Access to shipping is provided by the deep-water ports of Long Beach and Los Angeles, which are located to the north of the county. These mega-ports handle one-third of the total U.S. Pacific Coast cargo, with an estimated worth of $124 billion, and are among the four busiest trade areas in the world. Additional airport facilities include the relatively nearby LAX, Ontario, and Long Beach Airports.

Quality of Life

Orange County enjoys a mild Mediterranean climate. Temperatures generally range from 60 to 75 degrees in the winter and 75 to 85 degrees in the summer. Coastal and desert influences keep rain and moisture to a minimum, providing a year-round outdoor atmosphere. The area's predominately warm, sunny climate helps draw more than 47 million tourists a year to Orange County. Orange

County enjoys immediate proximity to numerous beaches and is within an hour's distance of the mountain and desert areas of Southern California. However, smog presents a constant problem to the Southern California environment. Coastal communities, like Orange County, benefit from ocean breezes that blow the smog further inland; however, smog has also grown as a problem in Orange County due to the continued growth in population, hence automobiles. The region has implemented measures, such as cleaner gas, carpooling, and the metro-link rail system.

Education

Adding to the strong infrastructure in the region is a complete and diversified educational system. There are more than 150 public and private universities and colleges throughout Southern California. These institutions provide a highly trained and skilled workforce for high-tech firms and businesses located in the area. Some of the larger institutions located in Orange County are listed below. There are also several two-year colleges and extension courses offered at various universities within the region.

- University of California at Irvine
- California State University at Fullerton
- Hope University
- Vanguard University
- Chapman University
- Western State Law University
- Concordia University
- Soka University

Housing Trends

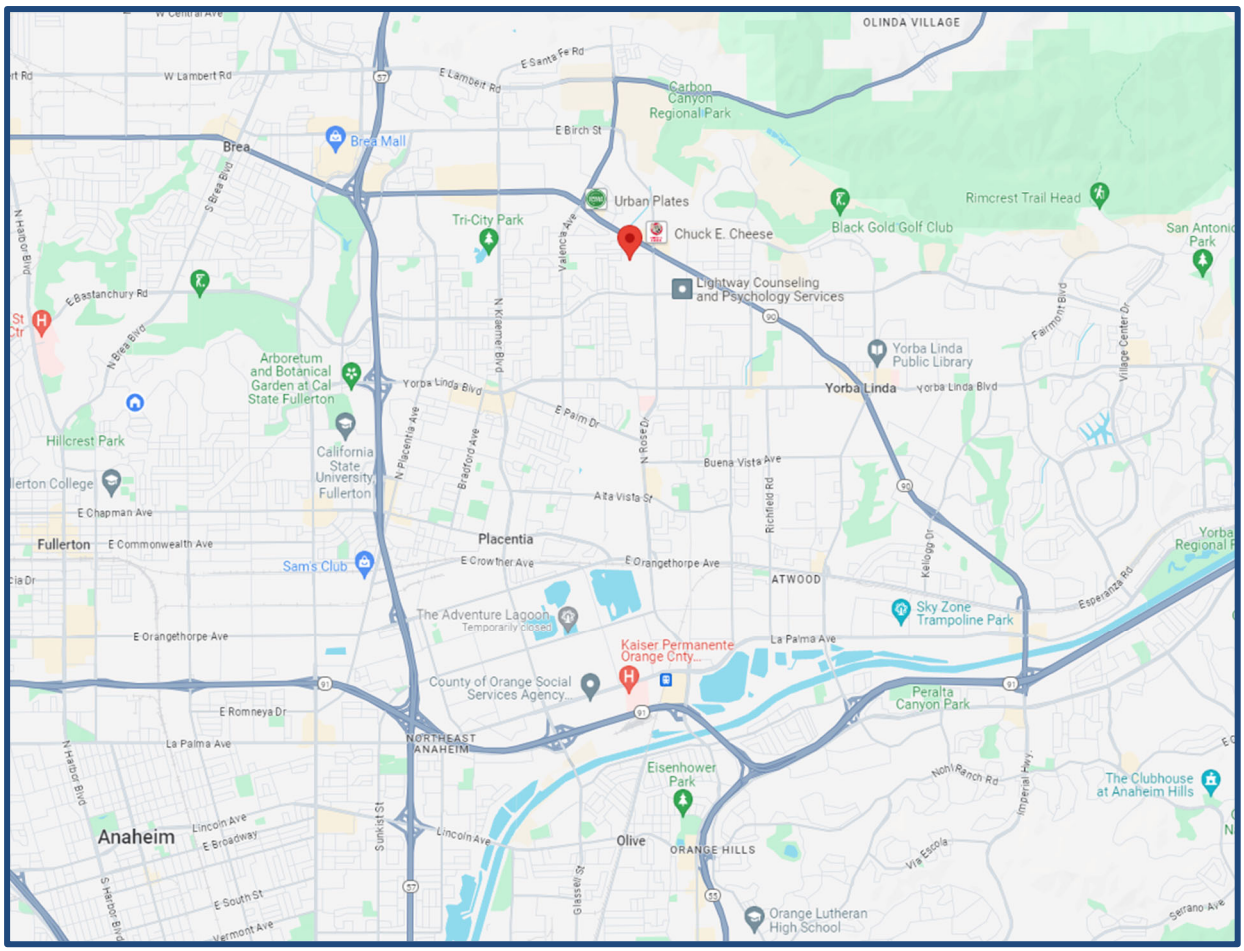
Residential housing in Orange County, like most of the nation, experienced the largest drop in prices (30% to 40%) since the Great Depression of the 1930s during the “Great Recession” of 2007 thru 2011. Since then, housing prices have continued to reach all-time highs despite interest rate hikes from the Federal Reserve. The current median home price for Orange County is an unprecedented $1.2 million, spurred by a lack of inventory and a surprisingly resilient economy. Apartment rental rates are also exceptionally high, and there is a large number of new apartment projects under construction or planned in the county.

Summary

The availability of a strong transportation system provides for quick access to the many business and industrial centers throughout Southern California. As a result, a diversified economic base provides stability for the region. The lack of available housing inventory has fueled rising home prices in recent years. The effects of the pandemic have begun to dissipate as unemployment has improved to current rates from nearly 20% during the pandemic. Despite the improvement, there is still some uncertainty as it relates to the high levels of government debt, higher interest rates, the ups and downs of the stock market, and global instability. Overall, Orange County appears to be faring better than most areas in California and is expected to continue to do so.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Neighborhood Data

The subject property is situated in the northern portion of Orange County in the City of Placentia. Placentia is approximately 24 miles southeast of downtown Los Angeles, and 8 miles north of the County Seat of Santa Ana. The City comprises 6.7 square miles and has a present population of 51,932 residents. Communities in the surrounding this area include: Fullerton, Brea, Yorba Linda, Anaheim and Orange. Located on the previous page is a map of the City.

Placentia was originally part of the 35,970 acre Rancho San Juan Cajon de Santa Ana that was granted to Juan Pacifico Ontiveros in 1837. Early settlers in this area included Daniel Kraemer, William McFadden, Charles Wagner and Albert S. Bradford. The early economy was based upon sheep and cattle grazing, and agriculture. The Valencia Orange was developed in Placentia by Richard Gilman in the 1880's and led to the spread of the citrus industry throughout Southern California. The townsite of Placentia was surveyed in 1910. A Santa Fe Railroad station was added this same year to support the emerging agriculture and packing industries. Oil was discovered in 1919 in the southeast portion of the city. This event led to an influx of new residents in the area and the incorporation of the city in 1926. Population slowly grew until the 1960's when a number of orange groves were replaced with new housing tracts. An historical progression of Placentia's population is shown below.

Year	1960	1970	1980	1990	2000	2010	2020
Population	5,900	21,900	35,041	41,259	46,488	50,533	51,824

Today, the City of Placentia is a suburban community that is 90% built-out. Placentia, which stands for "a pleasant place" in Spanish, is mostly comprised of single family residences. The city has a strong school system with two high schools and affords a relatively good quality of life. Homes generally range in price from $400,000 to $1,200,000 with a median price of $1,004,000. The median household income is $103,041. Transportation is provided by the Orange (57) Freeway, which borders the city to the west side. The Riverside (91) Freeway is also located just south of the city with connections to the nearby Newport (55) Freeway. Major thoroughfares include: Yorba Linda Boulevard, Orangethorpe Avenue, Chapman Avenue, Kraemer Boulevard and Rose Drive.

Employment is provided at a number of businesses in the surrounding area. The largest employers in the city are the Placentia/Yorba Linda School District, Placentia Linda Community Hospital, The Hartwell Corporation, Knott's Berry Farm Foods, Best Foods Baking Group, and A-1 Carbide. Higher education is provided by the nearby California State University Fullerton and Fullerton College. Commercial development in the city is primarily concentrated along the major boulevards. Industrial development occupies a small portion of the city to the south of the Santa Fe Railroad line. This rail line runs in an east-west direction and meets up with other Los Angeles and Orange County routes at a nearby junction in Fullerton. Current multi-million dollar rail projects in Placentia include the delayed "On-Trac" project and five grade separation projects in progress with several already completed. The remaining vacant land area in the city is located in the eastern portion of the city and up until 10-15 years ago was utilized for oil production. The 18 hole Alta Vista Golf course was constructed in this area and minimal new housing is presently under construction in the entire city.

Immediate Surroundings

The subject property is located at the eastern border of Placentia. The areas to the west, including the flood control are within the boundary of the City of Placentia. The surrounding area is primarily residential in nature with some retail development along Imperial Highway to the north. The predominate use in the area is single family homes on tracts constructed primarily in the 1960s and 1970s. Income levels range from middle to upper income. The area is primarily built-up and in a mature stage of development. The land to the north was until recently a large lot with a single home but has since been developed into townhomes.

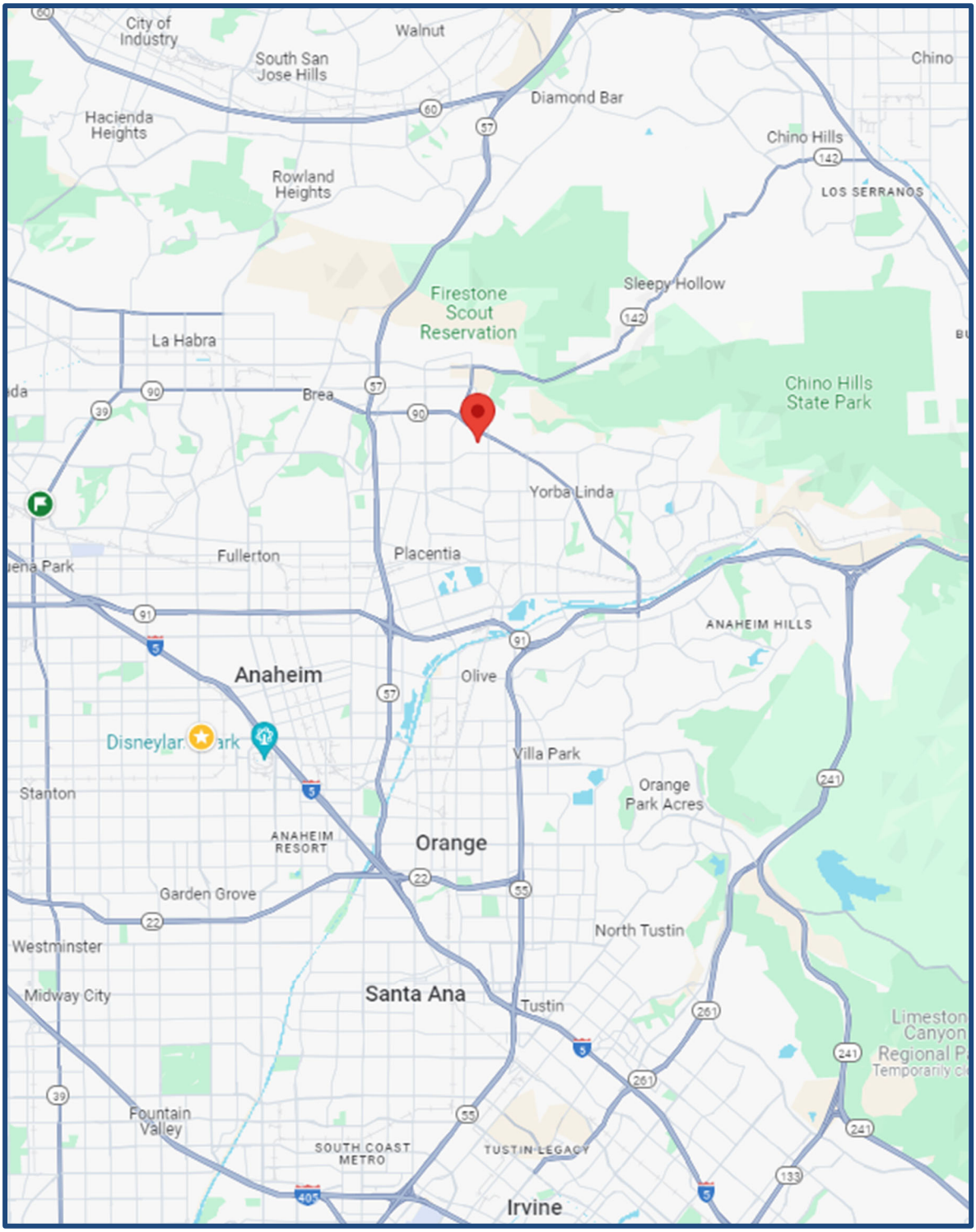
Summary

In conclusion, the City of Placentia is a suburban community offering an array of middle income housing. The city has a small town atmosphere and enjoys a good quality of life. Employment is plentiful in the surrounding area and there are many nearby destinations including Disneyland, Knott's Berry Farm, Angel Stadium, the Arrowhead Pond and the Pacific Ocean. Transportation is good with two freeways located in close proximity. The subject property is located in the northeastern portion of the city, which is generally residential in nature. Overall, the City of Placentia is expected to fair similar to the County as a whole in the foreseeable future.

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Market Analysis

MARKET AREA MAP



Regional Single-Family Market

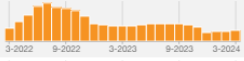
According to the National Association of REALTORS®(NAR), existing-home sales improved for the second month in a row, jumping 9.5% to a seasonally adjusted annual rate of 4.38 million units. This improvement exceeded economists' expectations and marked the largest monthly gain in a year. The rebound in home sales comes amid fluctuating mortgage rates and elevated sales prices, indicating there is plenty of buyer demand heading into the spring selling season.

New listings decreased 15.6% for detached homes and 8.0% for attached homes. Pending sales decreased 31.0% for detached homes and 36.9% for attached homes. Inventory decreased 15.3% for detached homes and 9.2% for attached homes.

Median sales price increased 13.5% to $1,430,000 for detached homes and 9.2% to $765,000 for attached homes. Days on market decreased 41.0% for detached homes and 30.6% for attached homes. Months' supply of inventory decreased 5.3% for detached homes but remained flat for attached homes.

The recent surge in home sales was likely due to a dip in mortgage rates in December and an increase in housing supply nationwide. According to NAR, total inventory grew 5.9% month-over-month and 10.3% year-over year to 1.07 million units, for a 2.9 months' supply at the current sales pace. Buyer demand remains robust, and the limited supply of inventory helped push the median existing-home sales price up 5.7% year-over-year to $384,500, the eighth consecutive month of annual price increases. The following illustration presents the March 2024 monthly snapshot for the Orange County single-family residential area.

MARCH 2024 AND YEAR-TO-DATE DATA

Key Metrics	Historical Sparkbars	3-2023	3-2024	% Change	YTD 2023	YTD 2024	% Change
New Listings		1,289	**1,088**	- 15.6%	16,837	**13,984**	- 16.9%
Pending Sales		1,057	**729**	- 31.0%	12,873	**11,452**	- 11.0%
Closed Sales		1,067	**1,020**	- 4.4%	13,383	**11,803**	- 11.8%
Days on Market Until Sale		39	**23**	- 41.0%	27	**26**	- 3.7%
Median Sales Price		$1,260,000	**$1,430,000**	+ 13.5%	$1,229,300	**$1,308,000**	+ 6.4%
Average Sales Price		$1,617,083	**$1,882,262**	+ 16.4%	$1,620,344	**$1,756,153**	+ 8.4%
Pct. of Orig. Price Received		98.1%	**101.6%**	+ 3.6%	99.1%	**100.0%**	+ 0.9%
Percent of List Price Received		99.4%	**101.8%**	+ 2.4%	100.6%	**100.8%**	+ 0.2%
Housing Affordability Index		38	**32**	- 15.8%	39	**35**	- 10.3%
Inventory of Homes for Sale		2,017	**1,708**	- 15.3%	—	—	—
Months Supply of Inventory		1.9	**1.8**	- 5.3%	—	—	—

Source: Orange County Realtors®

Local Single-Family Market

The subject property is located in the city of Placentia, which is in the inland northeastern portion of Orange County. The current estimated population of Placentia is 51,951 residents with 16,628 households. The population density for the city is 7,750.6 people per square mile and the median age is 38.2 years. The median household income is $106,155 and the average per capita income for Placentia is $44,788.

The Placentia single-family residential market had 247 new listings and 223 pending sales with 234 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the Placentia single-family market was 20 days during this 12-month period. The median sales price was $1,060,000 and was a 9.2% increase during this period. While the average sales price was $1,075,925 or an increase of 10.3%. Single-family homes were selling at 101.8% of the original list price received. The following chart displays the data for the Placentia single-family residential home market.

92870 – Placentia

Orange County

Single Family	March			Last 12 Months		
Key Metrics	**2023**	**2024**	**% Change**	**Thru 3-2023**	**Thru 3-2024**	**% Change**
New Listings	11	**16**	+ 45.5%	315	**247**	- 21.6%
Pending Sales	24	**15**	- 37.5%	262	**223**	- 14.9%
Closed Sales	23	**28**	+ 21.7%	273	**234**	- 14.3%
Days on Market Until Sale	63	**10**	- 84.1%	25	**20**	- 20.0%
Median Sales Price*	$920,000	**$1,060,000**	+ 15.2%	$971,000	**$1,060,000**	+ 9.2%
Average Sales Price*	$943,017	**$1,030,989**	+ 9.3%	$975,343	**$1,075,925**	+ 10.3%
Percent of Original List Price Received*	100.5%	**104.9%**	+ 4.4%	100.5%	**101.8%**	+ 1.3%
Inventory of Homes for Sale	19	**22**	+ 15.8%	—	**—**	—
Months Supply of Inventory	0.9	**1.2**	+ 33.3%	—	**—**	—

Source: Pacific West Association of Realtors

As the above chart points out, there were 372 new listings and 309 pending sales with 322 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the 92886-zip code within the Yorba Linda single-family market was 26 days during this 12-month period. The median sales price was $1,300,000 and was a 3.2% increase during this period. While the average sales price was $1,556,886 or an increase of 1.6%. Single-family homes were selling at 9100.6% of the original list price received.

There are many factors influencing these market conditions, including higher mortgage interest rates which are suppressing inventory. Additionally, there is little land available in the immediate area, new home construction is mostly limited to existing homes being demolished to build newly constructed homes. However, new home construction in Orange County to the south and southeast in nearby cities such as Irvine, in the Great Park area specifically, are attractive alternatives for purchasers rather than the limited supply of older existing homes going to market. Further, the market is getting downward pressure on sales prices from continued inflation, the uncertainty of the economy, gas prices reaching all-time highs, and the upcoming election year. The subject's position in the single-family residential market should remain viable in the future, due to its location in the affluent city of

Placentia and easy access to beach cities, John Wayne Airport, Los Angeles, and the Inland Empire because of the network of major freeways, and the large employment and population base in the surrounding areas.

Residential Land Market

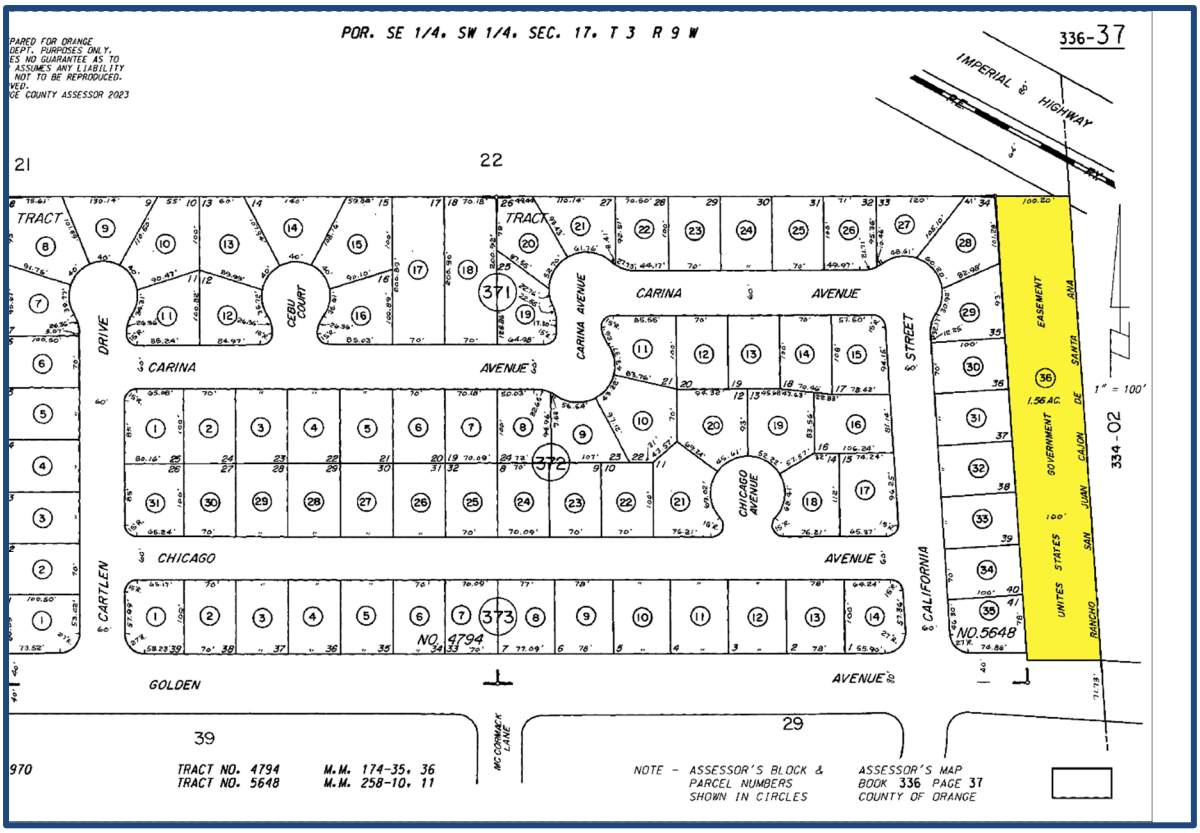
The Placentia Market and surrounding markets in Orange County are nearly fully built-up and with strong demand for all types of residential land. Across all residential land types there are many observable circumstances where single family zoned land was rezoned, granted variances, used available density bonuses, or used state legislation to effectively make the single-family land equitable to a low density multi-family zoning. In the city Placentia existing regulations allow ADU units in compliance with state laws. This change in permitting has encouraged local investors to increasingly turn to single family lot development. Additionally, vacant parcels of single family residential land if of adequate size are typically granted variances allowing townhome developments of greater density. In terms of highest and best use, the maximally productive use between single family homes, townhouses, and low-density multi-family is narrow enough that the price per square foot value of current land sales for such zonings are directly comparable.

The general trend in home prices has decreased slightly and then recovered to new highs from mid 2022 to present. Residential land sales in the area occur too infrequently and have too many individual characteristics to infer trends from the median sale price and median price per square foot. Total sales volume has been lower in 2023 and YTD 2024 compared to prior years and highs seen in 2021. While the demand for housing remains strong, increases in interest rates have made financing for new development less lucrative.

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Site Description

PLAT MAP



The subject site is located on the northern side of the Golden Avenue Bridge, just east of California Street and Golden Avenue

Site Characteristics

Location:	No Situs. Placentia, CA 92870
Gross Land Area:	1.56 Acres or 67,954 SF (Based on Assessor's Plat Map)
Usable Land Area:	0.00 Acres or 0 SF
Usable Land %:	0.0%
Shape:	Elongated
Average Depth:	679.00 feet
Topography:	Steep land - slopes from 31% to 45%
Drainage:	No apparent drainage problems were noted
Grade:	Below street grade
Utilities:	All to site
Off-Site Improvements:	Sidewalks, street lights, and curb cuts are located above grade on nearby streets. Access to the storm drain channel is provided by roads on an adjacent lot.

Interior or Corner:	Interior
Signalized Intersection:	No: No traffic signal at, or near, the site
Excess Land:	None
Surplus Land:	None

Street Frontage / Access

Frontage Road	Primary
Street Name:	Golden Avenue
Street Type:	Residential
Frontage (Linear Ft.):	100.00
Number of Curb Cuts:	0

Additional Access

Alley Access: No

Flood Zone Data

Flood Map Panel/Number:	060238 - 06059C0063J
Flood Map Date:	12-03-2009
Flood Zone:	A (Flood Hazard Zone) Zone A area that is determined to be within the 100- and 500-year floodplain.

Other Site Conditions

Soil Type:	A soil report was not provided for my review. No visual evidence of soil or geological problems in the form of uneven settlement or excessive cracking was observed at the time of inspection. Adequate load bearing capacity is assumed for the present use.
Environmental Issues:	An environmental site assessment report was not furnished for our review. An inspection of the property did not reveal any visible or factual evidence of apparent environmental impairment to the site. The appraisers are not considered experts in hazardous materials. The client is advised to obtain an environmental report if further investigation is desired. In addition, a drive-by inspection of the immediate vicinity surrounding the subject did not reveal any uses or hazards that would be expected to pose an apparent risk to the site or would restrict its use.
Easements/Encroachments:	A litigation guarantee dated January 10, 2024 from First American Title was provided. The title provides various easements for public utilities, storm drains, and access. These easements are considered typical for the area and would not be expected to have a negative impact on the development or marketability of the property. Easements of interest to the project are discussed in the Condemnation Analysis section.

Earthquake Zone:	According to the State of California Department of Conservation, the subject is not located within an Alquist-Priolo Special Studies Zone.
Special Hazards	The subject is not located in a Wetlands, California State Coastal Zone or Agricultural Preserve.

Adjacent Land Uses

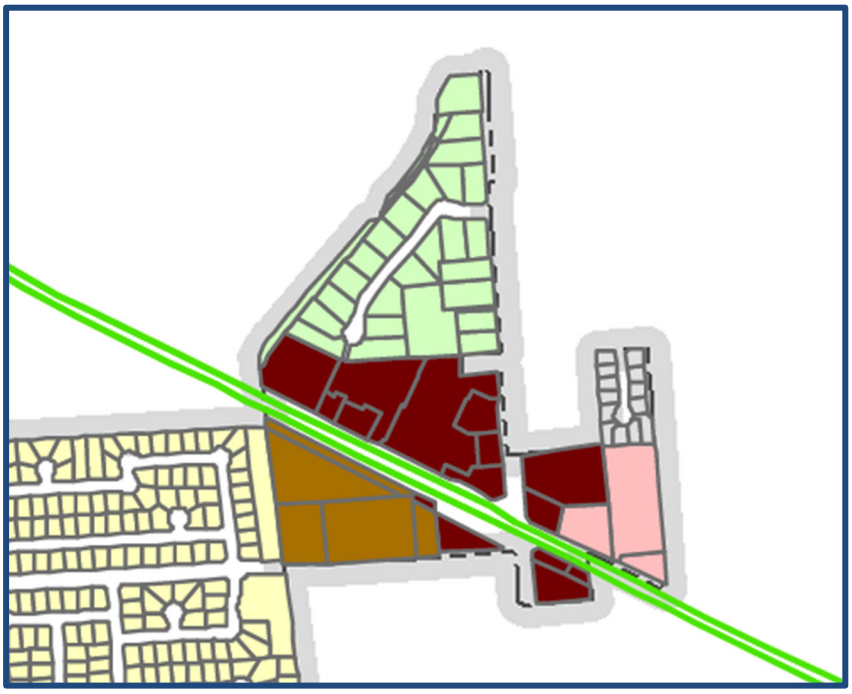
North:	Single Family Homes and General Retail
South:	Flood Channel
East:	Townhome Community
West:	Single Family Residential

Site Ratings

Access:	Average
Visibility:	None

Zoning Designation

ZONING MAP



Zoning Classification:	R1, Single Family Residential	
General Plan Designation:	Low Density Residential	
Permitted Uses:	Single family dwellings	
Development Standards:	Height Restriction	35 Ft or 2 Stories
	Minimum Lot Area	7,000 SF
Zoning Comments:	This zone is intended as an area for suburban residential	

development. Minimum lot sizes are 7,000 for interior lots and 7,500 for corner lots.

Legal, Conforming Status

Legally Permitted Use:	N/A
Conforms to Parking:	N/A
Conformity Conclusion:	N/A

Analysis/Comments on Site

We were provided with plat maps of the acquisition areas performed by Vincent Kleppe of The Prizm Group, a professional surveyor. According to public records, the area of the site measures 1.56-acres or 67,954 square feet. The entire site is subject to US Government and Orange County Flood Control Easements. The property is zoned residential by the city in consistency with adjacent property to the west. The center of the property is improved with a concrete flood channel. The outer sides consist of sloped embankments and also provide access to the flood channel from Golden Avenue.

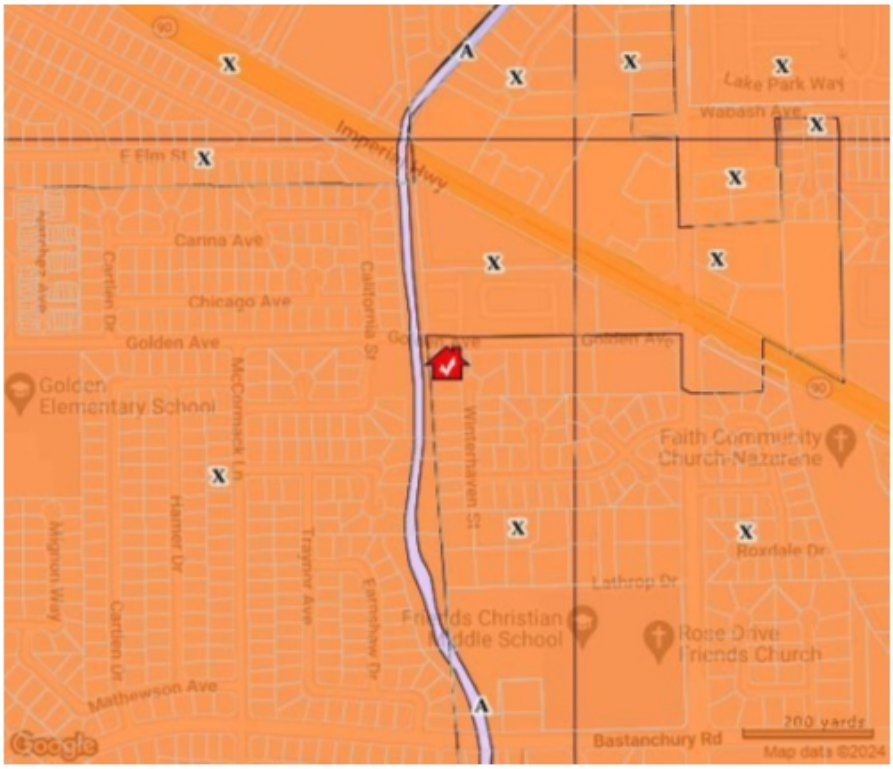
FLOOD MAP

Report Date: 04/04/2024 **County:** ORANGE, CA

Flood Zone Code	Flood Zone Panel	Panel Date
X	060238 - 06059C0063J	12/03/2009
Special Flood Hazard Area (SFHA)	**Within 250 ft. of multiple flood zones?**	**Community Name**
Out	Yes (X,A)	YORBA LINDA

Flood Zone Description:

Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



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Assessment and Tax Data

Assessment Methodology

Under provisions of Proposition 13, properties are assessed based on their value as of March 1, 1975. This value may increase no more than 2% per year until such time as the property is sold, substantial new construction takes place, or the use of the property is substantially altered. The above property taxes include the general 1% tax, voted indebtedness, and direct assessments. If the property were sold, creating a new assessed value, the direct assessments would not be expected to change. The general tax and the voted indebtedness, however, would be expected to reflect the new basis. Thus, the tax rate specified above relates to the general tax rate and voted indebtedness, and the direct assessments of $36 are in addition to this rate.

Assessed Values and Property Taxes

The subject's assessed values, applicable tax rates, and total taxes, including direct assessments, are shown in the following table:

SUMMARY OF ASSESSED VALUES AND PROPERTY TAXES

Assessor Parcel No.	336-371-36
Land	$31,362
Improvements	$0
Total Assessment	$31,362
General Tax	$314
Voted Tax	$20
Tax Rate	1.06301%
Direct Assessments	$36
Total Property Taxes	$370

Conclusions

According to the Orange County Tax Assessors Office, the subject's property taxes are current as of the date of value.

Highest and Best Use

The Highest and Best Use of a property is the physically possible, legally permissible, and financially feasible use that results in the highest value. An opinion of the highest and best use results from consideration of the criteria, noted above under market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

While improved properties may have a highest and best use different than the existing use, the existing use will generally continue until the land value exceeds the property value at its existing use plus demolition costs. It is not always necessary to determine the highest and best use of an improved property both "As If Vacant" and "As Improved." In many cases, the determination of whether the value as improved exceeds the site value is straightforward, not requiring an opinion of market value for the site. In such cases, a determination of highest and best use of the site (aside from excess land, if present) is neither germane nor required. However, if there is a reasonable question as to whether the site value rises to such a level, then a determination of highest and best use as if vacant is mandated.

In the case of the subject, the underlying land is being appraised as if vacant. The proposed easements will have no effect on the improvements or continued use of the property. Therefore, the highest and best use as improved was not considered.

Analysis of Highest and Best Use As If Vacant

In determining the highest and best use of the property site, we examine the potential for: 1) near-term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Physically Possible

Multiple factors affect the uses with which land may be developed. These factors discussed earlier in the Site Description are summarized in the following table, followed by a conclusion as to potential limitations imposed by the physical characteristics.

PHYSICAL CHARACTERISTICS

Characteristic	Conclusion
Land Area	67,954 square feet / 1.56 acres
Shape	Elongated
Utilities	All to site
Visibility	None
Flood Plain	X and AE Partially within flood plain
Soil Conditions	No report provided, assumed adequate.
Environmental	Unknown, No apparent conditions
Other	None

Conclusion: The property contains a flood plain down the center with a sloped embankment on each side. Effectively the only use of the property could be as a transportation corridor along with the existing flood control corridor use.

Legally Permissible

Another threshold of highest and best use is what is legally permissible. This analysis considers applicable private restrictions and zoning constraints; and the potential for change of same, historic district controls, urban renewal ordinances, and other possible legal factors that may result in limitations on development. The primary limiting factors are typically associated with the zoning of the site and easements, which reduce development potential. The elements associated with these potential influences are summarized below.

LEGAL ISSUES

Characteristic	Conclusion
General Plan	Low Density Residential
Zoning	R1, Single Family Residential
Permitted Uses	Single family dwellings
Probability of Change	Unlikely
Easements/Regulations	Discussed below

Conclusion: The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The property is entirely contained within a flood control easement. There is almost no development potential for the site to the current zoning use. Some uses along the flood channel to the south have backyards built over the flood control channel. There may be some limited potential for use of the property along with flood access, (e.g. hiking trail) but at present there is no legal use for the underlying owner. Additionally, there is some historical use of the corridor for crude oil pipeline transportation.

Financially Feasible

After determining uses that are physically possible and legally permissible, an appraiser considers uses that are likely to produce an adequate return on investment. All uses yielding a positive return are financially feasible. Feasibility is initially tested through market observation of supply/demand trends and market values. If necessary, a more exacting analysis involves a cost/benefit analysis. Presently, there is no individual financially feasible use of the subject property unless linked with adjacent properties to form a wider corridor. Use as a pipeline corridor might be feasible but is beyond the scope of this appraisal.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as if vacant is the continued use as a flood control channel. There is some potential for the side strips to be used as a transportation corridor, (e.g. pipeline, information, electrical) but the likelihood of need for this development is minimal.

Conclusion of Highest and Best Use As If Vacant

Based upon the preceding analysis, the conclusion of highest and best use of the subject site as if vacant is as follows:

CONCLUSION AS IF VACANT

Characteristic	Conclusion
Use:	Flood Control Channel

Most Probable Buyer

As of the date of value, the most probable buyer of the subject property is a public / governmental entity.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 336-371-36 located in the City of Placentia, County of Orange with no given an address. The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The proposed easements are within existing flood control easement areas. According to the acquisition agent, no site improvements of the fee ownership will be affected. The appraiser reserves the right to amend the report if construction plans change or if any improvements i.e. fencing and foliage, are affected. A more detailed description of the acquisition is located in forthcoming sections.

Corridor Analysis and Across the Fence Value

The subject property is an elongated strip of land that is part of a larger flood control channel. Flood channels occupy a unique area of corridor analysis because while they bear similarity to other types of corridors (railroad, power, etc.), they often consist of improvements on existing rivers and river washes and usually do not have intrinsic economic value. The subject prior to improvement was known as the Soquel wash. Given the lack of economic characteristics or plottage value, no corridor enhancement factor was applied.

Currently the subject flood control corridor that is zoned R1 in consistency with adjacent residential land to the west. The land on the eastern side of the corridor is zoned R3. Our analysis of the market is that there is only a small premium for multi-family land relative to single-family home tracts. Considering the zoning, we concluded an across the fence use using the existing zoning (land to the west) for the corridor and made a property rights adjustment for the storm drain easement which is in line with an adjustment that would be applied to an unusable riparian area of a property.

Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches.

Cost Approach

The cost approach is based upon the principle that a prudent purchaser would pay no more for a property than the cost to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there are too few comparable sales to develop a credible Sales Comparison Approach analysis.

Sales Comparison Approach

In the sales comparison approach, the appraiser analyzes sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Income Capitalization Approach

The income capitalization approach is based on the principle that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Applicability of Approaches to Subject Property

As stated within the Scope of Work, we have relied upon the Sales Comparison Approach for valuing the underlying land. The Sales Comparison Approach is the most applicable approach for valuing land and thus is the only approach utilized in this appraisal. The Income Approach is not typically used for valuing fee simple land. Specific take areas pertaining to the subject property will be discussed in the following valuation section. Since the acquisition (take) areas involve only land and site improvements, we have valued the land only for the purpose of this appraisal. Methods of the Cost Approach are used to calculate site improvements, if present in the take areas. The highest and best use section concluded storm drain use with an across the fence residential value for the subject property. Thus, in the forthcoming land analysis, we have selected land sales with a residential zoning or tendency in use. Furthermore, the acquisitions are not expected to have a significant impact on the continuing use of the subject property as it is currently improved.

Subject Larger Parcel

The appraisal analysis is performed utilizing the theory of the "Larger Parcel". The Larger Parcel is determined by applying a three-part test to evaluate whether a property has unity of ownership, unity of use (or highest and best use) and contiguity. In the case of the subject, the larger parcel consists of a single parcel with a single owner and use as land fully subject to flood control easement. The owner also owns an apartment project contiguous with the northeastern boundary. However, given the differing zoning, differing current use, differing and highest and best use we have considered the single parcel as the larger parcel. For the purposes of this appraisal, the "Larger

Parcel" will refer to the subject site(s) "as vacant" and unimproved, but in a finished condition and with a residential zoning. The whole of the property is subject to multiple flood control easements where the underlying fee owner has only nominal property rights remaining. The easements are discussed in detail in the following valuation section.

Land Valuation by Sales Comparison

Methodology

Land is most often valued using the Sales Comparison Approach. This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same utility. In the sales comparison approach, the opinion of market value is based on closed sales, listings, and pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

A systematic procedure for applying the sales comparison approach includes the following steps: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject site.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price per square foot.

Elements of Comparison

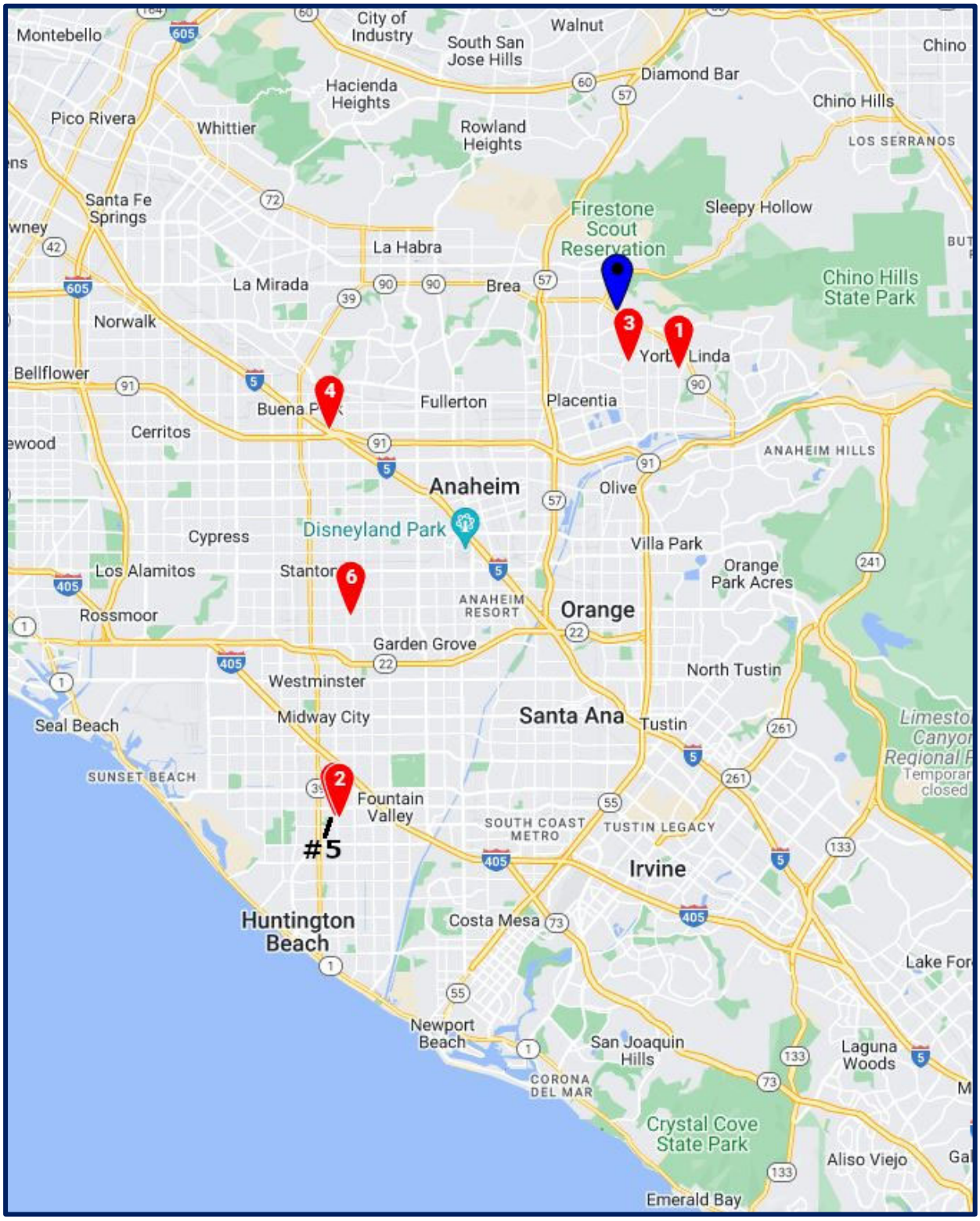
Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that are considered in sales comparison analysis are as follows: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, (4) market conditions, (5) location, and (6) physical characteristics.

Comparable Sales Data

A search of data sources and public records, a field survey, interviews with knowledgeable real estate professionals in the area, and a review of our internal database were conducted to obtain and verify comparable sales and listings of vacant land properties. We used six sales in our analysis, which were judged to be the most comparable in developing an indication of the market value of the subject property.

The following map displays the location of each comparable in relation to the subject. Following those, are plat maps of the comparable sales and a discussion of relevant adjustments.

COMPARABLE LAND SALES MAP



Comparable Land Sales

COMPARABLE LAND SALE #1



LOCATION

Address: 5641 LakeView Avenue, Yorba Linda, CA
APN: 343-29-112 (Prior)

DESCRIPTION

Area (SF):	22,590 SF	**Area (AC):**	0.52	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-E		

SALE DATA

Sales Price:	$925,000	**Price/SF:**	$40.95
Date of Sale:	11/17/2023	**Document No.:**	0282321

Terms: All Cash

Buyer: Xiaolin Zeng and Hairong Ni.

Seller: Robert Kerry and Debra Lynn Peterson Trust, 50% Interest and Thoms Hartman and Kimberly Hartman, 50% Interest.

Verification: RealQuest, MLS

Comments: The property is a subdivision of a former larger lot that contains vacant land and aged equestrian stables/ gating. The northern portions of the larger prior parcel have already been developed into large tract home. The southern portion outlined above containing the primary horse stable and gated exercise area are part of this sale. The zoning allows a minimum lot size of 15,000 square feet. The buyer demolished the improvements and no value for the improvements was allotted.

COMPARABLE LAND SALE #2



Address: 8572 Talbert Avenue, Fountain Valley, CA
APN: 122-781-73

DESCRIPTION

Area (SF):	50,938 SF	**Area (AC):**	1.17	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	CP-HO1 (Residential Overlay)		

SALE DATA

Sales Price:	$3,000,000	**Price/SF:**	$58.90
Date of Sale:	07/28/2023	**Document No.:**	0183128

Terms: All Cash

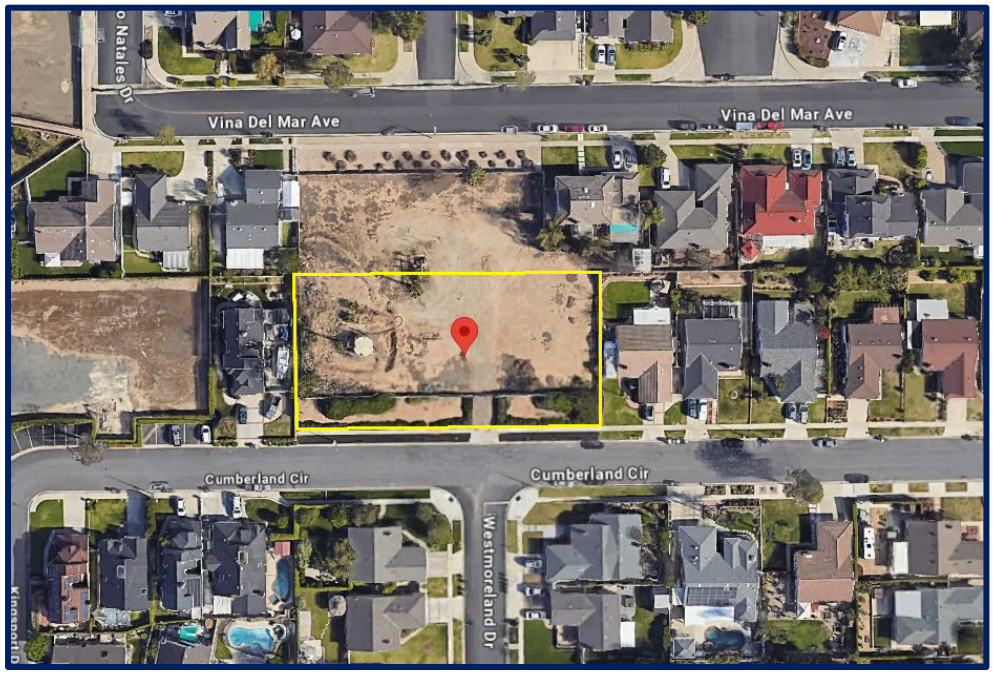
Buyer: Bonanni Development Company VI, LLC

Seller: Ronald Lawrence Courreges, Jancie Marie White, Linda Ellen Callens, Irene H. Lindsay as tenants in common.

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists an older large SFR lot located near the southeast corner of Talbert Avenue and Newland Street. The property is zoned for commercial professional meaning a small office development, but the surrounding area is residential and a residential overlay allows garden style residential homes.

COMPARABLE LAND SALE #3



Address: 16801 Cumberland Cir., Yorba Linda, CA
APN: 341-221-11 to 14

DESCRIPTION

Area (SF):	29,620 SF	**Area (AC):**	0.68	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-U		

SALE DATA

Sales Price:	$2,258,000	**Price/SF:**	$76.23
Date of Sale:	07/20/2023	**Document No.:**	0194071

Terms: All Cash

Buyer: Monbri, LLC

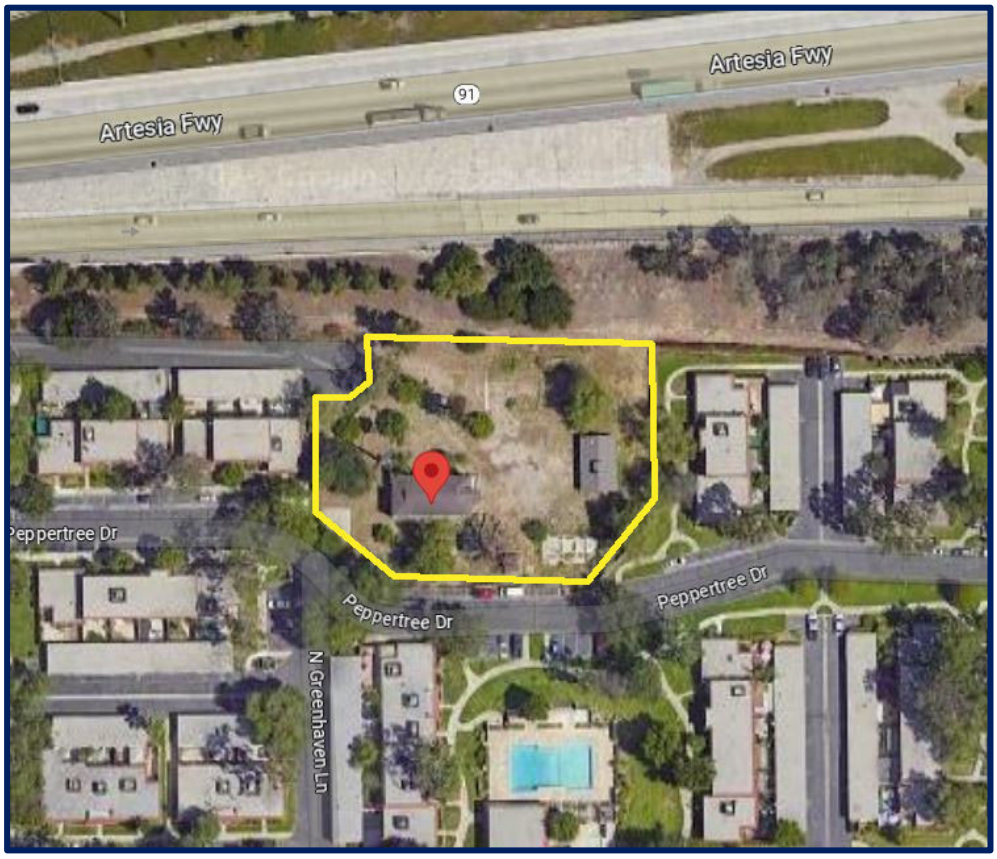
Seller: Eric T Lamhofer 50% interest, and Linda L. Davis 50% Interest

Verification: RealQuest, MLS

Comments: The property was a larger lot which formerly had an oil well. The property boundary of Yorba Linda and Placentia ran through the property. After the oil lease expired the improvements have been removed and the present southern portion in the City of Yorba Linda was split into four individual lots and marketed for sale. The buyer purchased all four lots as a single transaction. There are no reported environmental issues. The zoning allows a minimum lot size of 7,500 square feet.

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COMPARABLE LAND SALE #4



Address: 1442 N Dale Avenue, Anaheim, CA
APN: 070-741-01

DESCRIPTION

Area (SF):	40,511 SF	**Area (AC):**	0.93	**Shape:**	Irregular
Typography:	Level	**Location:**	Interior	**Condition:**	Two Old Structures
Utilities:	All to Site	**Zoning:**	RM2 (Residential)		

SALE DATA

Sales Price:	$2,500,000	**Price/SF:**	$61.71
Date of Sale:	08/12/2022	**Document No.:**	0276917

Terms: All Cash

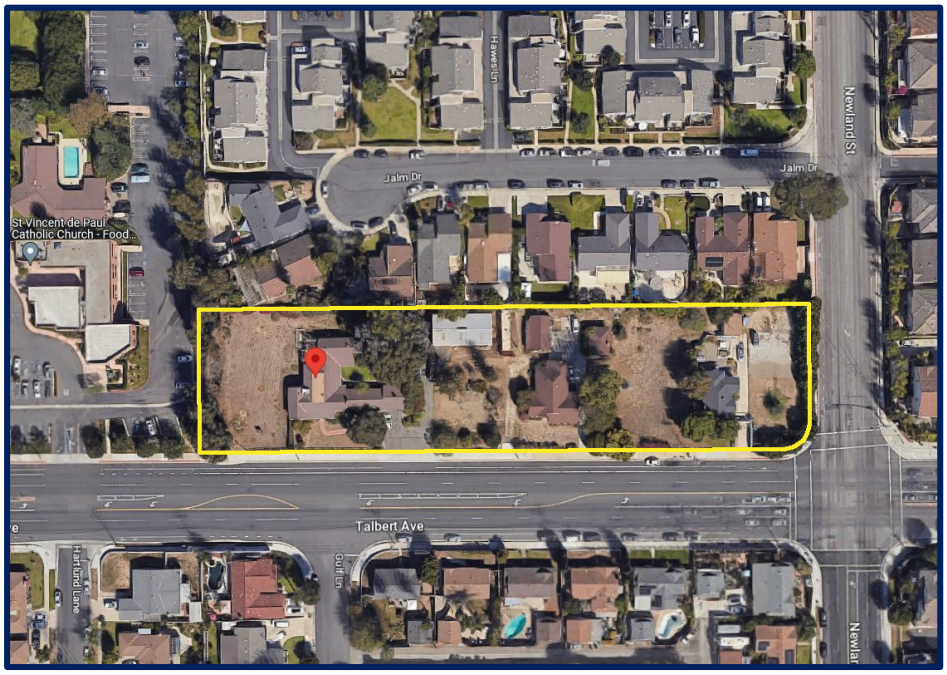
Buyer: Bonanni Development Company V, LLC

Seller: Judy Maria Boisseranc Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The property is surrounded by an apartment community but was never developed. There are two older structures on site which will be demolished. To the northern border is a major freeway. The zoning allows a minimum lot size of 3,000 square feet.

COMPARABLE LAND COMP #5



Address: 8371-8461 Talbert Avenue, Huntington Beach, CA
APN: 167-531-23 & 167-531-24

DESCRIPTION

Area (SF):	92,434 SF	**Area (AC):**	2.12	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	RL (Residential)		

SALE DATA

List Price:	$6,150,000	**Price/SF:**	$66.53
Date of Sale:	08/2/2022	**Document No.:**	0267190

Terms: All Cash

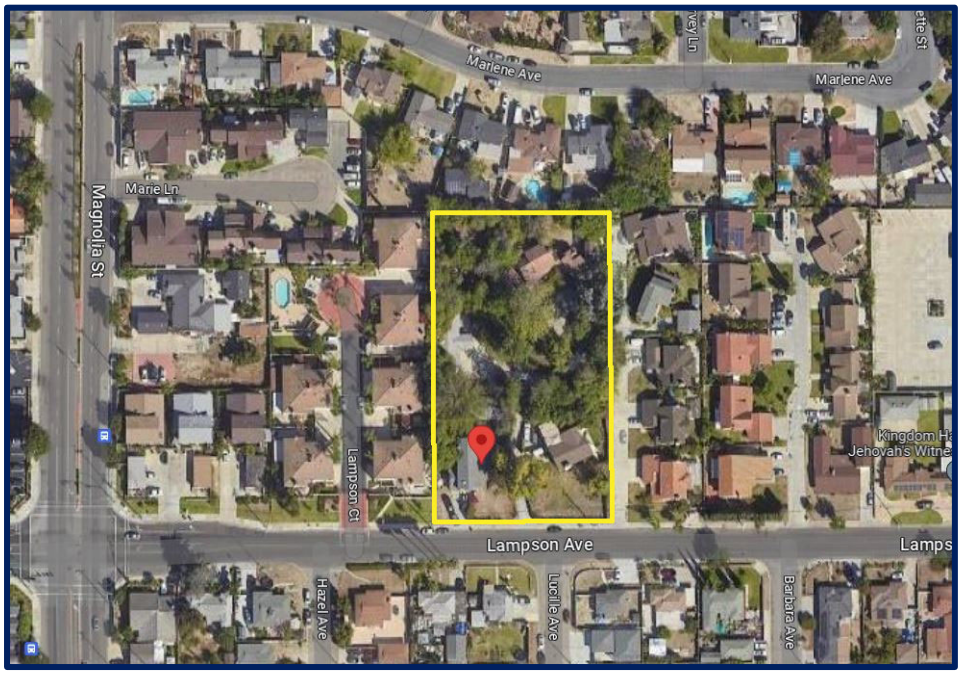
Buyer: Olson Urban V- Huntington Beach 4, LLC, a Delaware limited liability company

Seller: Gordon A Langston and Mary M. Langston, as Trustees of the Langston Family Trust

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists of two older SFR lots located on the corner of Talbert Avenue and Newland Street. The prior owner had owned the property for over 100 years, and it was sold for redevelopment. The area differs from some records and is based on the assessor plat map. The site is currently under development of residential townhome units. The zoning allows a minimum lot size of 6,000 square feet.

COMPARABLE LAND COMP #6



Address: 9071-9091 Lampson Ave, Garden Grove, CA
APN: 133-183-55, 133-183-56, 133-183-57, 133-183-58

DESCRIPTION

Area (SF):	69,696 SF	**Area (AC):**	1.60	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-1-7		

SALE DATA

List Price:	$4,750,000	**Price/SF:**	$68.30
Date of Sale:	07/22/2022	**Document No.:**	0255549

Terms: All Cash

Buyer: PLC Garden Grove LLC

Seller: Bicknell Family Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The land sale consists of four interior parcels located among single family developments. The property contains four old single-family homes of older age, some reportedly in poor condition. The exterior of one at the front appears to be in average condition. The buyer plans to demolish and redevelop a higher density residential project. The zoning allows a minimum lot size of 7,000 square feet.

Land Sales Comparison Analysis

All of the sales were analyzed, and adjustments were made for differences in the various elements of comparison, including: real property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, size, and other relevant factors. If the comparable sale was considered superior to the subject for any element of comparison, we applied a negative adjustment to the comparable. Conversely, a positive adjustment to the comparable was applied if it was considered inferior to the subject for any element. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include 1) real property rights conveyed, 2) financing terms, 3) conditions of sale and 4) expenditures made immediately after purchase. These items are applied prior to the market conditions and property adjustments, and are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed in land sales, such as easements, right of way, private or public restrictions, the right to develop, and any other land use right the property may transfer upon sale (e.g. the right to farm, mine, or subdivide) influence sale prices and may differ among land sale comparables.

Financing Terms

The transaction price for one property may differ from that of an identical property due to different financial arrangements. Sales with financing terms not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts atypical mortgage terms to provide an indication of value at cash equivalent terms.

Conditions of Sale

When the conditions of a sale are atypical, the resulting price may be higher or lower than a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale scenario involves a downward adjustment applied to a comparable property's for-sale listing price, which usually reflects the upper limit of value.

A knowledgeable buyer considers expenditures that must be made upon purchase of a property, decreasing the amount he will agree to pay. Such expenditures may include: (1) costs to demolish and remove any portion of the improvements, (2) costs to petition for a zoning change, and/or (3) costs to remediate environmental contamination. The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sale involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison.

Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuation in supply and demand, and other factors. Changing market conditions creates the need for adjustments to sale comparables that represent transactions during periods of dissimilar market conditions.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages that reflect the increase or decrease in value attributable to various characteristics of the property. In some instances, qualitative

adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Location

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors.

Size

The size adjustment identifies variances in the physical size of the comparables and the typical size of ATF land parcels. With residential land, the ATF size is not necessarily the individual finished lot, but the typical lot size of undeveloped residential land, which has a wider variance. Typically, the larger a parcel, the lower the sale price per unit. This inverse relationship is due, in part, to the principle of "economies of scale. The comparables were of typical size for undeveloped lots and were not adjusted.

Shape

Parcels of land with odd, non-rectangular, shapes sometimes limit the amount of land within the parcel available for development, resulting in less utility for some portions of the site. Consequently, these parcels are less desirable to buyers and require adjustment. In ATF analysis, the adjustment of shape is not to the shape of the corridor itself, but to the shape of the ATF land of which the corridor is presumed to share the characteristics of.

Topography and Soils

Sites may differ in value due to physical characteristics such as: grading, contour, drainage, potential for development, and soil content/condition. Adjustments are made to offset additional costs that will incur and any soil changes needed when improving the land. In other cases, topographical and soil conditions, such as steep cliffs, impede development on portions of a site. The adjustment for river wash and flood channel easement is applied after the ATF value is determined.

Zoning

The highest and best use of sale comparables should be very similar to the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may have to be adjusted for differences in utility if the market supports such adjustment.

Other Property Adjustments

Other property adjustments are: any other adjustment category relevant to the report. Other adjustments often utilized are: Utilities to the site, Condition, Flood Zone, Building Improvements and an "Other" category, for site specific characteristics.

Summary of Adjustments

From our analysis, we have summarized adjustments to the sale comparables on the following adjustment grid. Following the grid is a discussion of our adjustments and the land value conclusion. These qualitative adjustments are based on our market research, best judgment, and experience in appraising similar properties.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	11/17/23	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Flood Control Land	Horse Stable	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	No Situs	5641 LakeView Avenue	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Placentia	Yorba Linda	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	336-371-36	343-29-112	122-781-73	4 Parcels	070-741-01	167-531-23 & 24	133-183-35 to 28
Gross Acres	1.56 ac	0.52 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	67,954 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$925,000	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$40.95	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Expenditures after Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.38 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*No Situs Placentia*	*5641 LakeView Avenue Yorba Linda*	*8572 Talbert Avenue Fountain*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington Beach*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		-	Sl. Superior	-	Inferior	Sl. Superior	Sl. Inferior
Size	67,954 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		Sl. Superior	-	Sl. Superior	-	Sl. Inferior	-
Shape/Depth	*Elongated*	*Rectangular*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Superior	Superior	Superior	Sl. Superior	Superior	Superior
Topography	*Sloped*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		Superior	Superior	Superior	Superior	Superior	Superior
Zoning	*R1*	*R-E*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	*7,000*	*15000*	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*6*	*1.8*	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Far Inferior	-	-	-	-	-
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*Stable*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		Sl. Inferior	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Net Physical Adjustment		Inferior	Sl. Superior	Superior	Sl. Superior	Superior	Superior
Adjusted Sale Price per Gross Square Foot		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore, no sales conditions adjustments were needed. An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as a recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property and prices have remained mostly flat over the past year. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California. As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for low to low-medium density residential uses. Each of the sale transactions with the exception of Sale 1 come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No.1

Land sale no. 1 is located southeast of the subject, at 5641 LakeView Avenue, in the City of Yorba Linda. The sale price for this property was $925,000 which equates to $40.95 per square foot. The zoning only allows a density of 1.8 units per acre with a minimum lot of 15,000 square feet and as a result is unlikely to allow further subdivision without special permission. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$40.95** per square foot.

Land Sale No.2

Land sale no. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is similar size. Although the property allows greater density, the property is zoned commercial professional with a residential overlay which may complicate the development process. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No.3

Land sale no. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property consisted of four individual uniform lots within an existing housing tract of similar zoning. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No.4

Land sale no. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. The zoning allows for slightly greater density but the difference does not currently effect pricing in the market. It is irregular in shape compared to the subject ATF parcels. This comparable was considered slightly inferior to the

subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No.5

Land sale no. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It sold with aged single family residential properties. The zoning allows greater density and potential density bonuses for townhome style or minimal setback individual lots. The property has sense been developed into 3 story townhomes. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No.6

Land sale no. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is similar in size and zoning and contains existing single family developments. The property is level, rectangular in shape, and allows greater density. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale No.	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Similar
S	Subject Property	Placentia	R1	-	-	67,954	**$70.00**	-
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Sl. Inferior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Similar
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Sl. Inferior
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Sl. Inferior
1	5641 LakeView Avenue	Yorba Linda	R-E	11/17/23	$925,000	22,590	$40.95	Inferior

Zoning allowable density played a larger role for Sale 1 as the density is limited to larger estate sized parcels. Generally, the Orange County market has been allowing greater densities and affordable housing density bonuses for R1 single family lots or the development of townhomes. Effectively the demand for detached single family properties and townhomes is such that density does not play a factor in price for densities between 6 and 30 units per acre.

Sales 1 and 3 were both recent transactions and located within the same city as the subject. Sale 3 represents the upper end with individual uniform lots part of an existing subdivision, while Sale 1 would not allow any further subdivision of the lot. These local sales bracket the limits of the range of value. The remaining sales are from the Orange County area and provide a good indication of value for the subject. Sale 5 and 6 was the most similar to the subject. Therefore, we have concluded a value near the upper end of the market range at **$70.00** per square foot. This figure represents the

This figure represents the value of the land were it not to be subject to a flood control easement or contain any river wash, that is fully developable land. Considering the majority of the bundle of rights have already gone to the existing easement holder, a remainder value of only 5% is attributable to the underlying fee owner for other potential uses (see highest and best use section). The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square feet)	67,954
Indicated Value PSF	$70.00
Flood Control Easement / River Wash	5%
Indicated Value	$237,839
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$240,000**

Condemnation Analysis

Acquisition Summary

The subject property larger parcel is land wholly subject to a flood control easement with a residential zoning and adjacent use. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 1.56 acres or 67,954 square feet. The project will use a 13,015.88 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $240,000 or **$70.00** per square foot with 5% of the remaining property rights attributed to the underlying fee ownership.

Flood Control Easements

There are two known easements on the property that overlap with or are adjacent to the acquisitions. Historically, the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – US Government Flood Control Easement Per 5502-258

This easement consists of "a perpetual and assignable right and easement for flood control channel and rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the carbon canyon creek … in, on, over, under, and across that certain parcel." Effectively this easement was a full take of the bundle of rights associated with fee ownership of the property.

2 – Orange County Flood Control Easement Per 13879-839

This easement appears on the plat map provided with a date of 1980. It is effectively the same easement area as easement 1. This easement was not provided in the lit guarantee from the title company. Effectively, we assume that this easement is the above perpetual assignable easement being assigned to Orange County by the US Government for management.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 13,015.88 square feet that is located at the southern portion of the subject. The square shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement

holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

LEGAL DESCRIPTION: TEMPORARY CONSTRUCTION EASEMENT

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED DECEMBER 18, 1980 IN BOOK 13879, PAGE 839, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, WITH THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA;

THENCE ALONG SAID EASTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 30.06 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE, SAID POINT BEING THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°47'14" WEST, A DISTANCE OF 100.20 FEET TO A LINE PARALLEL WITH AND 100.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 3°23'36" WEST, A DISTANCE OF 130.01 FEET;

THENCE SOUTH 89°57'43" EAST, A DISTANCE OF 100.18 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 130.31 FEET TO THE **POINT OF BEGINNING**;

CONTAINS 13,015.88 SF (0.30 ACRES) MORE OR LESS.

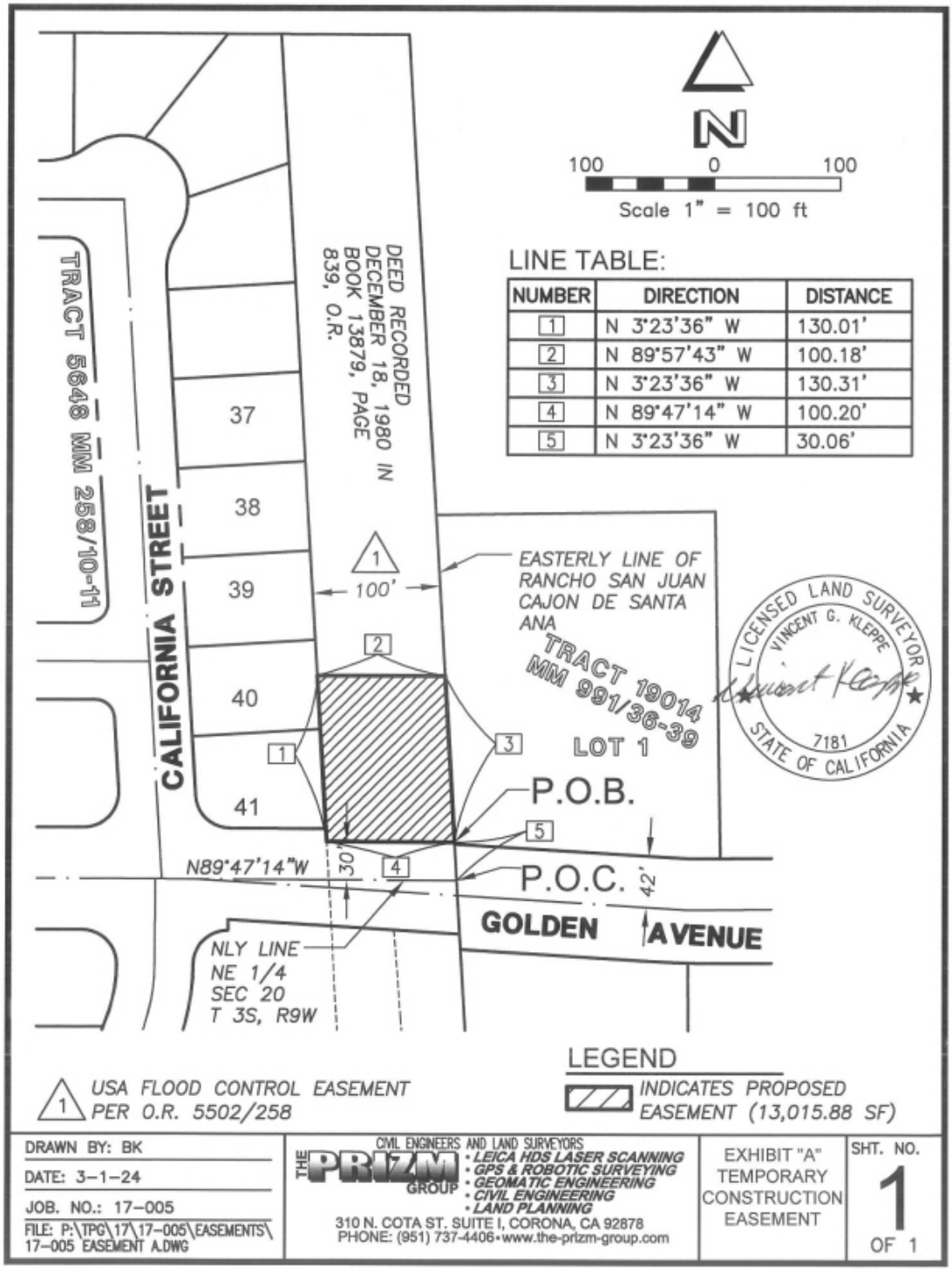
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 TCE EASEMENT A.doc



PLAT MAP: TEMPORARY CONSTRUCTION EASEMENT



Photographs of Proposed Acquisitions



VIEW OF PARCEL FROM GOLDEN AVENUE BRIDGE



VIEW OF ACCESS GATE AND SLOPE WEST OF BRIDGE



VIEW OF EXISTING BRIDGE LOOKING WEST (SUBJECT ON RIGHT)

Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As Is	Current	Fee Simple	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." [13] The nominal valuation as defined by Cal-Trans was rounded at **$500** for the temporary construction easement.

[13] *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition, 2002, Page 196

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$237,839	
Permanent Property Rights		
Value of Part Taken - Land (0 SF)	$0	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$0	$0
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$237,839	
Temporary Property Rights		
Temporary Construction Easement (13015.88 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$500 - Nominal**

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.

2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management, unless otherwise noted.

3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Orange County will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.

4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.

5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations, or restrictions existing in the subject property.

6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.

7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Orange County is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

9. The dates of value for which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.

10. Maps, plats, and exhibits included in this report are for illustration only and are intended to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The square footage totals utilized in this report may be based upon the legal description of the property, assessors plat maps, building plans, previous estimates and/or a measurement of the premises by the appraiser(s). The measurements utilized in this report, should not be construed as an exact measurement of the site or improvements. If so desired, a professional survey should be conducted by a trained and qualified consultant.

11. The information, estimates, and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them is assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.

13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.

14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Orange County and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.

15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.

16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Orange County.

17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.

18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the

subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.

20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.

21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.

23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are

deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect, or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.

27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

31. No changes in any federal, state, or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

32. Projections of income and expenses made in this appraisal are not predictions of the future and are made as of the date of the appraisal. These estimates represent the appraiser's best estimate of current market related thinking on future income and expenses. The appraiser makes no warranty that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of the appraiser(s) to predict or in any way warrant the conditions of a future real estate market, rather the appraiser(s) can only reflect what the investment community, as of a specific date, envisions for the future in terms of rental rates, expenses, supply and demand.

33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. Therefore, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Orange County both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Orange County and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Orange County or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Orange County for this assignment, and under no circumstances shall any claim for consequential damages be made.

36. Valbridge Property Advisors | Orange County shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Orange County. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Orange County and its employees harmless in the event of any lawsuit brought by any third party, lender,

partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Orange County harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Orange County in such action, regardless of its outcome.

37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Penner and Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.

38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.

40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

41. Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or to this Agreement shall be filed in court within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Certification – John Penner, Jr.

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.



John D. Penner Jr.
Staff Appraiser
California License #AG3009243

Certification – John D. Penner

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
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13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.

John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

Addenda

Exhibit A: Notice To Appraise
Exhibit B: Title Litigation Guarantee
Exhibit C: Easements
Exhibit D: Parcel Diary
Glossary
Qualifications

- John Penner, Jr., AG
- John D. Penner, MAI

Information on Valbridge Property Advisors
Office Locations

Exhibit A: Notice to Appraise

Mayor
JEREMY B. YAMAGUCHI
Mayor Pro Tem
KEVIN KIRWIN
Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

The People are the City

City Clerk:
ROBERT S. MCKINNELL
City Treasurer
KEVIN A. LARSON
City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

April 1, 2024

Paramount Imperial Villas
16311 Garfield Ave
Paramount, CA 90723

Re: City of Placentia - Golden Avenue Bridge Replacement Project ("Project")
Property Address: Vacant Land, Placentia, CA 92870
Assessor Parcel No. (APN): 336-371-36

Dear Property Owner(s),

The City of Placentia (City) is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property, located at Vacant Land Placentia CA 92870 , is within the project area and a portion may be required for the project. Before a decision can be made to acquire any interests in your property, the law provides that the interest first be appraised. As part of the appraisal process, it will be necessary to perform an inspection of your property to aid in the determination of Just Compensation. You or your representative may accompany the appraiser on this inspection if you wish to do so.

The City of Placentia has retained the services of Valbridge Property Advisors, an independent appraisal firm, to prepare an appraisal. John Penner, MAI. will be contacting you to schedule the appraisal. You may call him at (714) 449-0304 to schedule an appointment for the inspection of your property if you choose to be present.

We have enclosed an Acquisition Handbook which will provide you with answers to questions owners frequently ask concerning land acquisition procedures. All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000d, et seq.) and Section 162(a) of the Federal Highway Act of 1973 (23 U.S.C. 324).

Enclosed for your information is a brochure which discusses this requirement.

This notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments.

The City of Placentia has retained the services of Epic Land Solutions, Inc., a right of way acquisition firm, to discuss this project with you, explain the proposed transaction and coordinate the acquisition process. If you have any questions or concerns, please feel free to contact Christine Wasfi, Right of Way Agent at 951-405-4645 or cwasfi@epicland.com .

Sincerely,

Damien Arrula
City Administrator
City of Placentia
(714) 993-8171

Enclosures

- EXHIBIT A – TCE Legal Description/Plat Map
- EXHIBIT B – Permanent Easement Legal Description/Plat Map
- Acquisition Handbook
- Your Rights under Title VI Brochure

Exhibit B: Title Litigation Guarantee

Updated

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015732**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____ By: _____
Kenneth D. DeGiorgio, President Lisa W. Cornehl, Secretary

By:
Authorized Countersignature

This jacket was created electronically and constitutes an original document

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule A	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015732**

File No.: 7015732

Guarantee No. 7015732 Amount of Liability: $2500.00

Date of Guarantee:January 10, 2024 at 7:30 A.M. Fee: $500.00

1. Name of Assured:

   CITY OF PLACENTIA

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Placentia, County of Orange, State of California, described as follows:

   THE EASTERLY 100.00 FEET OF THAT SECTION 17, TOWNSHIP 3 SOUTH, RANGE 9 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 5 PAGE 17 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

   BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 17, WITH THE EAST LINE OF THE RANCHO SAN JUAN CAJON DE SANTA ANA; THENCE WEST 22.37 CHAINS; THENCE NORTH 10 CHAINS THEN EAST 21.67 CHAINS TO SAID RANCHO LINE; THENCE ALONG SAID RANCHO LINE SOUTH 4° EAST 10.02 CHAINS TO THE POINT OF BEGINNING.

   EXCEPT THEREFROM THAT PORTION, IF ANY, LYING WITHIN THE STRIP OF LAND 120.00 FEET WIDE, CONVEYED TO THE PACIFIC ELECTRIC LAND COMPANY BY DEED RECORDED FEBRUARY 7TH, 1910, IN BOOK 177 PAGES 75 OF DEEDS, RECORDS OF SAID ORANGE COUNTY.

   APN: 336-371-36

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      Paramount Imperial Villas, LP, A California Limited Partnership, formerly known as Paramount Imperial Villas, Ltd., a California Limited Partnership

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b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015732**

File No.: 7015732

1A. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

1. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$184.90, PAID
Penalty:	$0.00
Second Installment:	$184.90, OPEN
Penalty:	$0.00
Tax Rate Area:	09-015
A. P. No.:	336-371-36

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. An easement for RIGHT OF WAY, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM and incidental purposes, recorded AUGUST 29, 1938 as BOOK 956, PAGE 313 of Official Records.
In Favor of: THE COUNTY OF ORANGE
Affects: AS DESCRIBED THEREIN

RECORDED NOVEMBER 9, 1960 IN BOOK 5502, PAGE 261 OF OFFICIAL RECORDS IN AN AGREEMENT DATED JULY 12, 1960 EXECUTED BY THE COUNTY OF ORANGE SUBORDINATING TO THE UNITED STATES OF AMERICA ALL RIGHT TITLE AND INTEREST IN AND TO SAID EASEMENT TO THE EASEMENT HEREINAFTER SHOWN RECORDED IN BOOK 5502, PAGE 258 OF OFFICIAL RECORDS.

RECORDED JUNE 18, 1963 IN BOOK 6594, PAGE 543 OF OFFICIAL RECORDS TO A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA, VACATING THE EASEMENT FOR CHECK DAM PURPOSED OVER THE WESTERLY 100.00 FEET TO THE EASTERLY 200.00 FEET OF SAID LAND.

4. An easement for FLOOD CONTROL and incidental purposes, recorded NOVEMBER 09, 1960 as BOOK 5502, PAGE 258 of Official Records.
In Favor of: THE UNITED STATES OF AMERICA
Affects: AS DESCRIBED THEREIN

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5. An easement for RIGHTS AND PRIVILEGES IN RIGHTS OF WAY and incidental purposes, recorded FEBRUARY 16, 1962 as BOOK 6012, PAGE 843 of Official Records.
   In Favor of: THE UNITED STATES OF AMERICA
   Affects: AS DESCRIBED THEREIN

6. THE EFFECT OF AN ASSIGNMENT DATED MARCH 9, 1964 EXECUTED BY W.T GRANT, PURPORTING TO ASSIGN AND TRANSFER TO TOWNHOUSE BUILDERS CORPORATION, A NEVADA CORPORATION, ALL HIS INTEREST IN AND TO A CERTAIN AGREEMENT DATED MARCH 22, 1963 BETWEEN VIVIAN H. PASER AND RUSSELL V. SMITH AS SELLERS AND NEWPORT VEGAS DEVELOPERS AND W. T. GRANT, AS BUYERS, WHICH SAID AGREEMENT PROVIDES FOR A SALE OR EXCHANGE OF THE HEREIN DESCRIBED LAND FROM SELLERS TO BUYERS, RECORDED MARCH 18, 1964 IN BOOK 6968, PAGE 264 OF OFFICIAL RECORDS.

   SAID AGREEMENT DATED MARCH 22, 1963 IS NOT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

   THE ARTICLES OF INCORPORATION OF TOWNHOUSE BUILDERS CORPORATION, AND THE ARTICLES OF INCORPORATION AND/OR PARTNERSHIP OF NEWPORT VEGAS DEVELOPERS ARE NOT ON FILE OR OF RECORD IN ORANGE COUNTY.

7. A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A PIPE LINE OVER SAID LAND, AS CONVEYED TO UNION OIL COMPANY OF CALIFORNIA BY DEED REGISTERED AUGUST 22, 1923 AND ENTERED AS A MEMORIAL ON REGISTRAR'S CERTIFICATE OF TITLE.

   NOTE: SAID RIGHT OF WAY TOGETHER WITH ALL THAT PORTION OF FIRST PARTY OF FOUR INCH (4") PIPE LINE WHICH IS LOCATED WITHIN AND ALSO SAID RIGHT OF WAY AND WHICH TO WITHIN THE BOUNDARIES OF SAID PARCEL OR LAND WAS QUITCLAIMED TO GOLDSTREET DEVELOPMENT COMPANY, A LIMITED PARTNERSHIP BY DOCUMENT RECORDED JULY 22, 1969 IN BOOK 9027, PAGE 328 OF OFFICIAL RECORDS.

   The location of the easement cannot be determined from record information.

8. The effect of a map purporting to show the land and other property, filed BOOK 67, PAGE 18 of Record of Surveys.

9. The effect of a map purporting to show the land and other property, filed BOOK 99, PAGES 2 AND 3 of Record of Surveys.

10. The effect of a map purporting to show the land and other property, filed BOOK 99, PAGE 40 of Record of Surveys.

11. An easement for PIPELINES and incidental purposes, recorded FEBRUARY 11, 1981 as BOOK 13946, PAGE 1493 of Official Records.
    In Favor of: YORBA LINDA COUNTY WATER DISTRICT, A PUBLIC CORPORATION
    Affects: AS DESCRIBED THEREIN

12. A deed of trust to secure an original indebtedness of $8,480,000.00 recorded NOVEMBER 20, 2013 as INSTRUMENT NO. 2013000636904 OF OFFICIAL RECORDS.

Dated:	NOVEMBER 01 , 2013
Trustor:	PARAMOUNT IMPERIAL VILLAS, LP, A CALIFORNIA LIMITED PARTNERSHIP
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION
Beneficiary:	HUNTOON HASTINGS, INC, A CORPORATION

Affects: The land and other property.

According to the public records, the beneficial interest under the deed of trust was assigned to WALKER & DUNLOP, LLC, A DELAWARE LIMITED LIABILITY COMPANY by assignment recorded MARCH 27, 2015 as INSTRUMENT NO. 2015000157702 OF OFFICIAL RECORDS.

13. The terms and provisions contained in the document entitled "U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS UNDER SECTIONS 207, 220, 221(D)(3), 221(D)(4), 223(A)(7), 223(F) AND 231 OF THE NATIONAL HOUSING ACT, AS AMENDED" recorded NOVEMBER 20, 2013 as INSTRUMENT NO. 2013000636905 of Official Records.

14. A financing statement recorded NOVEMBER 20, 2013 as INSTRUMENT NO. 2013000636906 OF OFFICIAL RECORDS.

Debtor:	PARAMOUNT IMPERIAL VILLAS, LP
Secured party:	HUNTOON HASTINGS, INC AND SECRETARY OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Affects: The land and other property.

According to the public records, the security interest of the secured party was assigned to WALKER & DUNLOP, LLC by document recorded MARCH 26, 2015 as INSTRUMENT NO. 2015000155278 OF OFFICIAL RECORDS.

A continuation statement was recorded JUNE 06, 2018 as INSTRUMENT NO. 2018000207889 OF OFFICIAL RECORDS.

A continuation statement was recorded JULY 17, 2023 as INSTRUMENT NO. 2023000171043 OF OFFICIAL RECORDS.

15. THE EFFECT OF A DOCUMENT ENTITLED "GRANT DEED OF TEMPORARY AND PERMANENT EASEMENTS FOR THE RECONSTRUCTION OF GOLDEN AVENUE BRIDGE", RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020000334214 OF OFFICIAL RECORDS.

The effect of a document entitled "QUIT CLAIM DEED", recorded NOVEMBER 15, 2023 as INSTRUMENT NO. 2023-280056 of Official Records.

The effect of a document entitled "QUIT CLAIM DEED", recorded NOVEMBER 21, 2023 as INSTRUMENT NO. 2023-291203 of Official Records.

The effect of a document entitled "QUIT CLAIM DEED", recorded DECEMBER 07, 2023 as INSTRUMENT NO. 2023-302559 of Official Records.

16. Notice of pendency of action recorded APRIL 14, 2022 as INSTRUMENT NO. 2022000144068 of Official Records.

Court:	SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ORANGE
Case No.:	30-2022-01254704-CU-EI-CXC
Plaintiff:	COUNTY OF ORANGE, A CALIFORNIA PUBLIC ENTITY
Defendant:	DAVE R. LEEPER, TRUSTEE OF THE DAVE R. LEEPER TRUST DATED OCTOBER 30, 2014; CAROLYN GEORGE, AS TRUSTEE OF A DEED OF TRUST; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION; PARAMOUNT IMPERIAL VILLAS, LP, A CALIFORNIA LIMITED PARTNERSHIP; FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE OF A DEED OF TRUST; WALKER & DUNLOP, LLC, A DELAWARE LIMITED LIABILITY COMPANY; HUNTOON HASTINGS, INC., A DELAWARE CORPORATION; COINMACH CORPORATION, A DELAWARE CORPORATION; MIKE ROBERT LAMB, TRUSTEE OF THE MICHAEL AND JENNIFER LAMB TRUST; JENNIFER LYNN LAMB, TRUSTEE OF THE MICHAEL AND JENNIFER LAMB TRUST; JOHN D. DUNCAN, ESQ., AS TRUSTEE OF A DEED OF TRUST; EDWARD ISLAS, AN INDIVIDUAL; JAMES F. ELLINGTON, TRUSTEE OF THE ELLINGTON FAMILY TRUST DATED OCTOBER 27, 2021; WENDY C. ELLINGTON, TRUSTEE OF THE ELLINGTON FAMILY TRUST DATED OCTOBER 27, 2021; MARK A. SUGAMELE JR., AN INDIVIDUAL; ROBIN J. SUGAMELE, AN INDIVIDUAL; LAWYERS TITLE COMPANY, A CALIFORNIA CORPORATION; DOROTHY CHINYERE EGU, AN INDIVIDUAL; EVANGELICAL FRIENDS CHURCH SOUTHWEST, A CALIFORNIA NON-PROFIT CORPORATION; ROSE DRIVE FRIENDS CHURCH, A CALIFORNIA NON- PROFIT CORPORATION; BANK OF THE WEST, A CALIFORNIA BANKING CORPORATION; NEUSE, INCORPORATED, A NORTH CAROLINA CORPORATION, AS TRUSTEE OF A DEED OF TRUST; FIRST-CITIZENS BANK & TRUST COMPANY, A NORTH CAROLINA CORPORATION; ROBERT W. BRUNSKILL, TRUSTEE FBO THE ROBERT W. BRUNSKILL & WALTRAUT A. BRUNSKILL TRUST DATED MAY 12, 1988; WALTRAUT A. BRUNSKILL TRUSTEE FOO THE ROBERT W. BRUNSKILL & WALTRAUT A. BRUNSKILL TRUST DATED MAY 12, 1988; SEYED A. SHAZADEH SAFAVI, AN INDIVIDUAL; ALL PERSONS UNKNOWN CLAIMING AN INTEREST IN THE PROPERTY; AND DOES 1 THROUGH 100, INCLUSIVE
Purpose:	AFFECTING REAL PROPERTY

Affects: The land and other property.

17. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

18. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

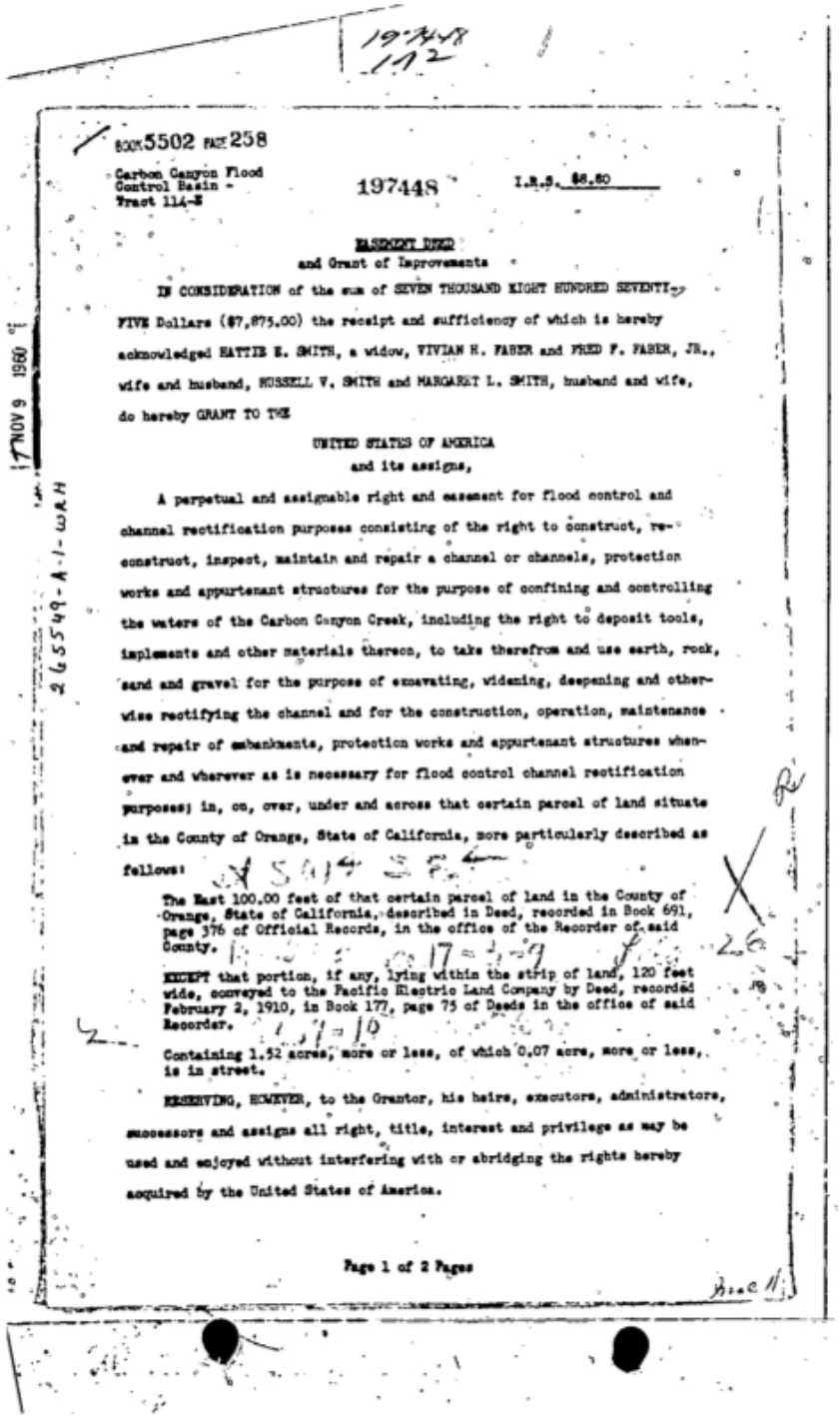
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19. Water rights, claims or title to water, whether or not shown by the Public Records.

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Exhibit C: Easements

US Government Flood Control Easement Per 5502-258



19348
112

BOOK 5502 PAGE 258

Carbon Canyon Flood Control Basin - Tract 114-E

197448 I.R.S. $6.60

EASEMENT DEED
and Grant of Improvements

IN CONSIDERATION of the sum of SEVEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE Dollars ($7,875.00) the receipt and sufficiency of which is hereby acknowledged HATTIE E. SMITH, a widow, VIVIAN H. FABER and FRED F. FABER, JR., wife and husband, RUSSELL V. SMITH and MARGARET L. SMITH, husband and wife, do hereby GRANT TO THE

UNITED STATES OF AMERICA
and its assigns,

A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the Carbon Canyon Creek, including the right to deposit tools, implements and other materials thereon, to take therefrom and use earth, rock, sand and gravel for the purpose of excavating, widening, deepening and otherwise rectifying the channel and for the construction, operation, maintenance and repair of embankments, protection works and appurtenant structures whenever and wherever as is necessary for flood control channel rectification purposes; in, on, over, under and across that certain parcel of land situate in the County of Orange, State of California, more particularly described as follows:

The East 100.00 feet of that certain parcel of land in the County of Orange, State of California, described in Deed, recorded in Book 691, page 376 of Official Records, in the office of the Recorder of said County.

EXCEPT that portion, if any, lying within the strip of land, 120 feet wide, conveyed to the Pacific Electric Land Company by Deed, recorded February 2, 1910, in Book 177, page 75 of Deeds in the office of said Recorder.

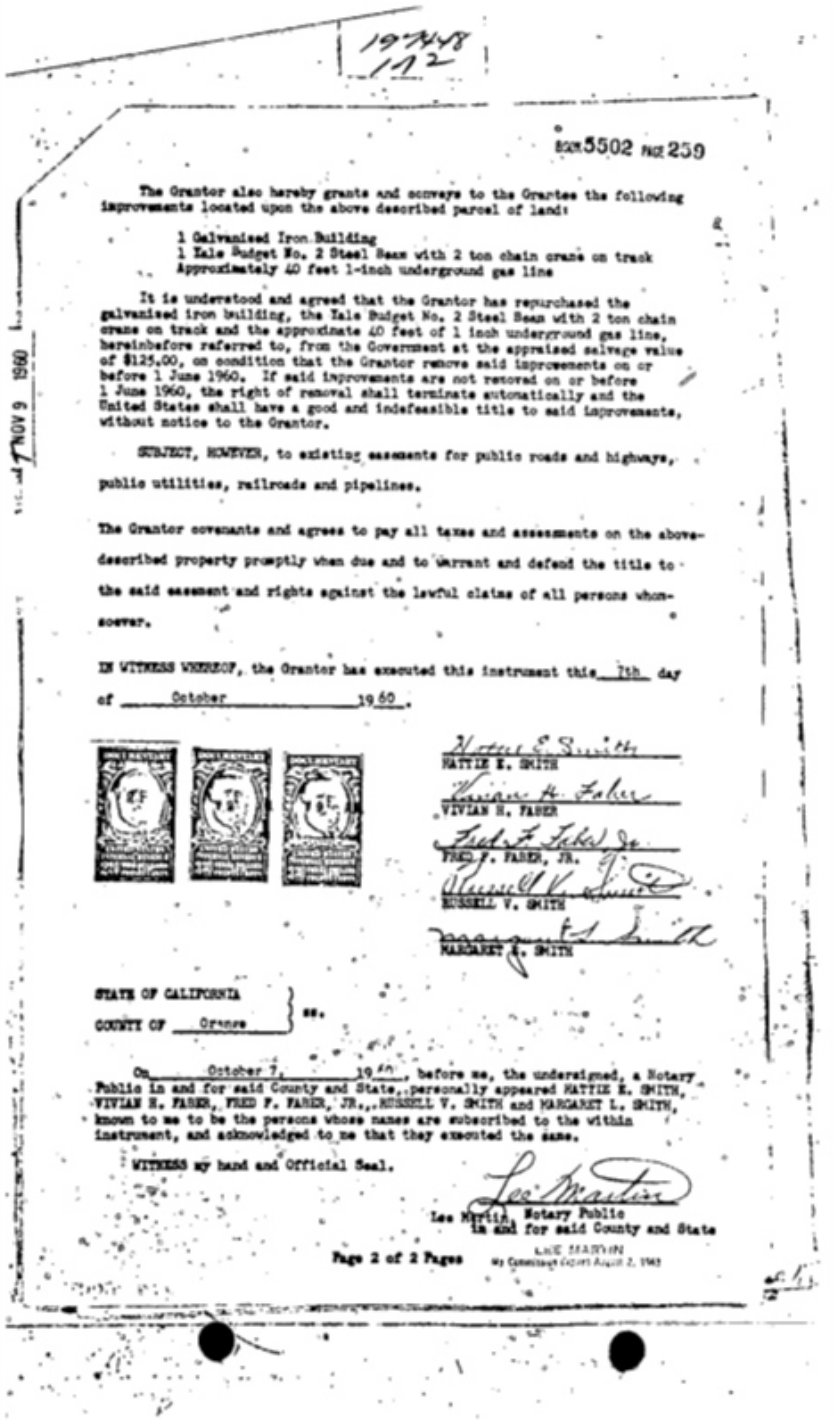
Containing 1.52 acres, more or less, of which 0.07 acre, more or less, is in street.

RESERVING, HOWEVER, to the Grantor, his heirs, executors, administrators, successors and assigns all right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights hereby acquired by the United States of America.

Page 1 of 2 Pages

17 NOV 9 1960

265549-A-1-WAH



19748
192

BOOK 5502 PAGE 259

The Grantor also hereby grants and conveys to the Grantee the following improvements located upon the above described parcel of land:

1 Galvanized Iron Building
1 Yale Budget No. 2 Steel Beam with 2 ton chain crane on track
Approximately 40 feet 1-inch underground gas line

It is understood and agreed that the Grantor has repurchased the galvanized iron building, the Yale Budget No. 2 Steel Beam with 2 ton chain crane on track and the approximate 40 feet of 1 inch underground gas line, hereinbefore referred to, from the Government at the appraised salvage value of $125.00, on condition that the Grantor remove said improvements on or before 1 June 1960. If said improvements are not removed on or before 1 June 1960, the right of removal shall terminate automatically and the United States shall have a good and indefeasible title to said improvements, without notice to the Grantor.

SUBJECT, HOWEVER, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The Grantor covenants and agrees to pay all taxes and assessments on the above-described property promptly when due and to warrant and defend the title to the said easement and rights against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 7th day of October 1960.

NOV 9 1960

HATTIE E. SMITH

VIVIAN H. FABER

FRED F. FABER, JR.

RUSSELL V. SMITH

MARGARET L. SMITH

STATE OF CALIFORNIA }
COUNTY OF Orange } ss.

On October 7, 1960, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HATTIE E. SMITH, VIVIAN H. FABER, FRED F. FABER, JR., RUSSELL V. SMITH and MARGARET L. SMITH, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and Official Seal.

Lee Martin, Notary Public
in and for said County and State

Page 2 of 2 Pages

Exhibit D: Parcel Diary

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP (P.M.)	PARCEL NO.
12	Orange	Golden Avene		336-371-36

OWNER	ADDRESS	PHONE
PARAMOUNT IMPERIAL VILLAS	Flood Control Channel, No Address, Placentia, CA 92870	HM WK CELL

PROJECT	CERT DATE
Golden Avenue Bridge Replacement Project	

DATE OWNER INVITED TO ACCOMPANY APPRAISER		DATE PROPERTY INSPECTED
April 2, 2024	BY: LETTER [X] PHONE [ ] PERSON [ ]	April 02, 2024

APP. REPORT #/DATE	APPROVAL DATE	APPRAISED VALUE	EA
CA06-24-0050 / 4/26/2024		$500 - Nominal	BRL-5269(025)

REVISED DATE	APPROVAL DATE	APPRAISED VALUE
7/23/2024		$500 - Nominal

DATE OF FIRST WRITTEN OFFER	AMOUNT OF REPLACEMENT HOUSING SUPP. AT TIME OF FIRST WRITTEN OFFER	RAP PKG. DEL. DATE
DATE ASSIGNED TO ACQUISITION AGENT		

PEOPLE V. _____	SCC # _____	FILED	EFF. DATE OP

OWNER'S ATTORNEY	ADDRESS	PHONE

ASSIGNED TO _____ (APPRAISER) _____ (DATE)

DATE/AGENT-SIGNATURE/INITIAL	DATA
4/2/2024 John Penner Jr.	Notice of decision to appraise was mailed to owner on April 2, 2024 – no response received from property owner.
4/2/2024 John Penner Jr.	Site inspection was performed on April 2, 2024

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP *(P.M.)*	PARCEL NO.

DATE/AGENT-SIGNATURE/INITIAL	DATA

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Glossary

Definitions are taken from the Dictionary of Real Estate Appraisal, 5th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural, maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Additional Rent

Any amounts due under a lease that is in addition to base rent. Most common form is operating expense increases. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically though scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base (Shell) Building

The existing shell condition of a building prior to the installation of tenant improvements. This condition varies from building to building, landlord to landlord, and generally involves the level of finish above the ceiling grid. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

The areas of the building that provide services to building tenants but which are not included in the rentable area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common areas are; floor common areas, parking spaces, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A statement issued by a local government verifying that a newly constructed building is in compliance with all codes and may be occupied.

Common Area (Public) Factor

In a lease, the common area (public) factor is the multiplier to a tenant's useable space that accounts for the tenant's proportionate share of the common area (restrooms, elevator lobby, mechanical rooms, etc.). The public factor is usually expressed as a percentage and ranges from a low of 5 percent for a full tenant to as high as 15 percent or more for a multi-tenant floor. Subtracting one (1) from the quotient of the rentable area divided by the useable area yields the load (public) factor. At times confused with the "loss factor" which is the total rentable area of the full floor less the useable area divided by the rentable area. (BOMA)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings. CAM can refer to all operating expenses.

CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15 percent addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee. (Dictionary)

Condominium

A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus an undivided interest in common areas.

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real property restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature to continue, subject to the easement. In some locations, a conservation easement may be referred to as a conservation restriction. (Dictionary)

Contributory Value

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability to a property to meet its debt service out of net operating income. Also called Debt Service Coverage Ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

1) In appraising, the loss in a property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2) In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method. (Dictionary)

Disposition Value

The most probable price that a specified interest in real property is likely to bring under the following conditions:

- Consummation of a sale within a exposure time specified by the client;
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time specified by the client;
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements (TIs). (Dictionary)

EPDM

Ethylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called an expense recovery clause or stop clause. (Dictionary)

Estoppel Certificate

A statement of material factors or conditions of which another person can rely because it cannot be denied at a later date. In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an estoppel letter. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and

best use of the improved parcel. Excess land may have the potential to be sold separately and is valued separately. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

Areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a full service lease. (Dictionary)

Going Concern Value

- The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern.
- The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable. (Dictionary)

Gross Building Area

The total constructed area of a building. It is generally not used for leasing purposes (BOMA)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of the same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expense in income-producing properties when less than 100 percent occupancy is assumed. The gross up method approximates the actual expense of providing services to the rentable area of a building given a specified rate of occupancy. (Dictionary)

Gross Retail Sellout

The sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning. A general term encompassing any system designed to heat and cool a building in its entirety.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximally profitability. Alternatively, the probable use of land or improved –specific with respect to the user and

timing of the use–that is adequately supported and results in the highest present value. (Dictionary)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Industrial Gross Lease

A lease of industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real estate taxes as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Dictionary)
(Typically this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).

Investment Value

The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. (Dictionary)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary)

Leasehold Interest

The tenant's possessory interest created by a lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

- Consummation of a sale within a short period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The amount of money borrowed in relation to the total market value of a property. Expressed as a percentage of the loan amount divided by the property value. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is

not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;
b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
c. A reasonable time is allowed for exposure in the open market;
d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As If Complete

Market value as if complete means the market value of the property with all proposed construction, conversion or rehabilitation hypothetically completed or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value As If Stabilized

Market value as if stabilized means the market value of the property at a current point and time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the optionee) to buy, sell, or lease real property for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole (a fractional interest). (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real estate taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

Market value "upon completion" is a prospective future value estimate of a property at a point in time when all of its improvements are fully completed. It assumes all proposed construction, conversion, or rehabilitation is hypothetically complete as of a future date when such effort is projected to occur. The projected completion date and the value estimate must reflect the market value of the property in its projected condition, i.e., completely vacant or partially occupied. The cash flow must reflect lease-up costs, required tenant improvements and leasing commissions on all areas not leased and occupied.

Prospective Future Value Upon Stabilization

Market value "upon stabilization" is a prospective future value estimate of a property at a point in time when stabilized occupancy has been achieved. The projected stabilization date and the value estimate must reflect the

absorption period required to achieve stabilization. In addition, the cash flows must reflect lease-up costs, required tenant improvements and leasing commissions on all unleased areas.

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, super-adequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion

A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate

The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease

An agreement in which the lessee (i.e., the tenant) leases part or all of the property to another party and thereby becomes a lessor. (Dictionary)

Subordination

A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Substantial Completion

Generally used in reference to the construction of tenant improvements (TIs). The tenant's premises are typically deemed to be substantially completed when all of the TIs for the premises have been completed in accordance with the plans and specifications previously approved by the tenant. Sometimes used to define the commencement date of a lease.

Surplus Land

Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease

A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area

The measured area of an office area, store area or building common area on a floor. The total of all the usable areas or a floor shall equal floor usable area of that same floor. The amount of floor usable area can vary over the life of a building as corridors expand and contract and as floors are remodeled. (BOMA)

Value-in-Use

The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

Qualifications



Qualifications of John D. Penner, Jr.
Staff Appraiser

Independent Valuations for a Variable World

State Certifications
Certified General Appraiser
State of California
(AG3009243)

Education
B.A. - Music Composition and Psychology, with high honors
Point Loma Nazarene University

M.S. - Clinical Psychology, California State University Fullerton *(All coursework but thesis)*

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IRWA – International Right of Way Association

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Appraisal Principles, Appraisal Procedures, National Uniform Standards of Appraisal Practice (USPAP), Report Writing and Case Studies, Market Analysis and Highest and Best Use, Sales Comparison Approach, Income Approach, Site Valuation and Cost Approach Statistics, Modeling and Finance, Advanced Statistics, Research Design, Structural Equation Modeling

Experience:
APPRAISER: VALBRIDGE PROPERTY ADVISORS, 2015 - Present
Perform valuation and advising for commercial real estate with specialties in portfolio valuation, development, investment property, eminant domain, and specialty property uses.

INVESTOR: SELF-MANAGED PRIVATE WEALTH, 2013 - Present
Manage a portfolio focused on bitcoin, quantitative investing and trading, real assets, commodities, private lending, and equity long/short.

MENTAL HEALTH SERVICES PROVIDER: VARIOUS ORGANIZATIONS, 2011 - 2015
Provide therapy and mental health care services at South Coast Community Services, ACES, and The Gary Center.

Academic Research Publications:
A study of psychological pain in substance use disorder and its relationship to treatment outcome. PLoS ONE 14(11): e021626, November 7, 2019

Women's Representation in 60 Occupations from 1972 to 2010: More Women in High-Status Jobs, Few Women in Things-Oriented Jobs
PLoS ONE 9(5): e95960, May 2, 2014

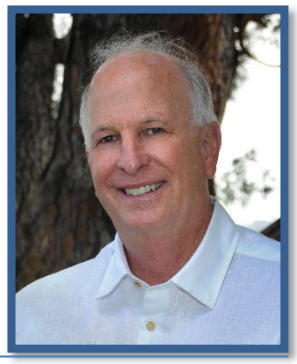
Scope of Work:
Types of properties appraised include:

High and Low Rise Office, Medical & Dental Offices, Neighborhood Centers, Strip Retail Centers, Restaurants, Mixed Use, Vacant Land, Market Studies, Manufacturing Facilities, Warehouses, R&D Buildings, Business Parks, Multi-Tenant Industrial, School Use, Apartment Projects, Single Family, Condemnation, Special Use Properties

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Qualifications of John D. Penner, MAI
Senior Managing Director – Orange County, CA
National Director – Fractional Interest Valuation

Independent Valuations for a Variable World



State Certifications
Certified General Appraiser
State of California (AG001720)

Education
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Finance & Investments
San Diego State University

Publications - Author
Penner Expense Guides:
1) Office/Medical
2) Retail
3) Industrial
4) Multi-family/Apartment

Qualified
Expert Witness:
Superior & Bankruptcy Court
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Member: International Right of Way Association (IRWA)
Valuation Specialist – Orange County Estate Planning Council
Urban Land Institute – Certificate in Real Estate Development
Founding Board of Directors Member – Valbridge Property Advisors

Experience:
SENIOR MANAGING DIRECTOR/OWNER, 1991-Present
This firm performs valuation and advising for commercial real estate with a specialty in medical office, and industrial properties. Mr. Penner has over 40 years of experience in the Southern California region and has completed assignments in many areas of the United States.

SENIOR APPRAISER: T.L. YATES & ASSOCIATES, 1990–1991
Work included narrative appraisals of proposed, existing and problem properties located in the markets of Southern California and Arizona.

SENIOR APPRAISER/ANALYST: HOME SAVINGS OF AMERICA, 1983–1990
Work included valuation of residential and commercial properties located throughout Southern California, Northern California, Arizona, Texas, Florida and New York. Specific responsibilities included the appraisal of problem properties, market studies, feasibility, and portfolio analysis.

Scope of Work:
Work includes the appraisal and/or consultation of reports for acquisition, sale, refinance, estate, development, condemnation, fractional interest and court testimony purposes. Typical clients served are financial institutions, investors, developers, legal firms, and governmental. Types of properties appraised include:

High and Low Rise Office
Corporate Headquarters
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Strip Retail Centers
Mixed Use
Vacant Land
Manufacturing Facilities
R&D Buildings
Mini-Warehouse
Apartments
Medical & Dental Offices
Office Condominiums
Neighborhood Centers
Restaurants
Bank Branches
Market Studies
Warehouses
Business Parks
Multi-Tenant Industrial
Single Family Residences



FAST FACTS

COMPANY INFORMATION

- Valbridge is North America's largest independent commercial appraisal firm.
- Valbridge provides custom appraisal reports in the U.S., Canada, and Puerto Rico.
- Valbridge specializes in appraising all types of real property.
- Valbridge provides independent valuation services. We are NOT owned by a brokerage firm or investment company.
- Every Valbridge office is overseen by a Senior Managing Director who holds the MAI designation of the Appraisal Institute.
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Summary Statement

The following is a summary statement of an appraisal relating to the purchase of real property or an interest therein.

Basis of Fair Market Value

The fair market value for the property to be acquired is based upon an appraisal, prepared in accordance with accepted appraisal principles and methodologies (see attached Definitions) and by a certified general real estate appraisal. Per the definition of market value for eminent domain purposes in the CA code of civil procedure, any increase or decrease in the fair market value of the subject property as of the date of value caused by the public improvement for which such property is being acquired has been disregarded in determining Just Compensation.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 336-371-36 located in the City of Placentia, County of Orange with no given an address. Subject Larger Parcel

Acquisition Summary

The subject property larger parcel is land wholly subject to a flood control easement with a residential zoning and adjacent use. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 1.56 acres or 67,954 square feet. The project will use a 13,015.88 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $240,000 or **$70.00** per square foot with 5% of the remaining property rights attributed to the underlying fee ownership.

Appraisal Methodology

There are three recognized methods employed when valuing real property: (1) the Sales Comparison Approach, (2) the Income Approach, and (3) the Cost Approach. All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Subject Larger Parcel

Sales Comparison Approach

The Sales Comparison Approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently or are available for purchase. One premise of the Sales Comparison Approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that causes real estate prices to vary.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	11/17/23	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Flood Control Land	Horse Stable	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	No Situs	5641 LakeView Avenue	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Placentia	Yorba Linda	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	336-371-36	343-29-112	122-781-73	4 Parcels	070-741-01	167-531-23 & 24	133-183-35 to 28
Gross Acres	1.56 ac	0.52 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	67,954 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$925,000	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$40.95	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Expenditures after Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.38 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*No Situs Placentia*	*5641 LakeView Avenue Yorba Linda*	*8572 Talbert Avenue Fountain*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington Beach*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		-	Sl. Superior	-	Inferior	Sl. Superior	Sl. Inferior
Size	67,954 sf	22,590 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		Sl. Superior	-	Sl. Superior	-	Sl. Inferior	-
Shape/Depth	*Elongated*	*Rectangular*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Superior	Superior	Superior	Sl. Superior	Superior	Superior
Topography	*Sloped*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		Superior	Superior	Superior	Superior	Superior	Superior
Zoning	*R1*	*R-E*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	*7,000*	*15000*	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*6*	*1.8*	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Far Inferior	-	-	-	-	-
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*Stable*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		Sl. Inferior	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Net Physical Adjustment		Inferior	Sl. Superior	Superior	Sl. Superior	Superior	Superior
Adjusted Sale Price per Gross Square Foot		**$40.95**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore, no sales conditions adjustments were needed. An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as a recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property and prices have remained mostly flat over the past year. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California. As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for low to low-medium density residential uses. Each of the sale transactions with the exception of Sale 1 come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No.1

Land sale no. 1 is located southeast of the subject, at 5641 LakeView Avenue, in the City of Yorba Linda. The sale price for this property was $925,000 which equates to $40.95 per square foot. The zoning only allows a density of 1.8 units per acre with a minimum lot of 15,000 square feet and as a result is unlikely to allow further subdivision without special permission. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$40.95** per square foot.

Land Sale No.2

Land sale no. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is similar size. Although the property allows greater density, the property is zoned commercial professional with a residential overlay which may complicate the development process. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No.3

Land sale no. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property consisted of four individual uniform lots within an existing housing tract of similar zoning. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No.4

Land sale no. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. The zoning allows for slightly greater density but the difference does not currently effect pricing in the market. It is irregular in shape compared to the subject ATF parcels. This comparable was considered slightly inferior to the

subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No.5

Land sale no. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It sold with aged single family residential properties. The zoning allows greater density and potential density bonuses for townhome style or minimal setback individual lots. The property has sense been developed into 3 story townhomes. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No.6

Land sale no. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is similar in size and zoning and contains existing single family developments. The property is level, rectangular in shape, and allows greater density. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale No.	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Similar
S	Subject Property	Placentia	R1	-	-	67,954	**$70.00**	-
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Sl. Inferior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Similar
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Sl. Inferior
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Sl. Inferior
1	5641 LakeView Avenue	Yorba Linda	R-E	11/17/23	$925,000	22,590	$40.95	Inferior

Zoning allowable density played a larger role for Sale 1 as the density is limited to larger estate sized parcels. Generally, the Orange County market has been allowing greater densities and affordable housing density bonuses for R1 single family lots or the development of townhomes. Effectively the demand for detached single family properties and townhomes is such that density does not play a factor in price for densities between 6 and 30 units per acre.

Sales 1 and 3 were both recent transactions and located within the same city as the subject. Sale 3 represents the upper end with individual uniform lots part of an existing subdivision, while Sale 1 would not allow any further subdivision of the lot. These local sales bracket the limits of the range of value. The remaining sales are from the Orange County area and provide a good indication of value for the subject. Sale 5 and 6 was the most similar to the subject. Therefore, we have concluded a value near the upper end of the market range at **$70.00** per square foot. This figure represents the

This figure represents the value of the land were it not to be subject to a flood control easement or contain any river wash, that is fully developable land. Considering the majority of the bundle of rights have already gone to the existing easement holder, a remainder value of only 5% is attributable to the underlying fee owner for other potential uses (see highest and best use section). The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square feet)	67,954
Indicated Value PSF	$70.00
Flood Control Easement / River Wash	5%
Indicated Value	$237,839
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$240,000**

Condemnation Analysis

Flood Control Easements

There are two known easements on the property that overlap with or are adjacent to the acquisitions. Historically, the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat are discussed below. Copies of the easements are included in the addenda of this report.

1 – US Government Flood Control Easement Per 5502-258

This easement consists of "a perpetual and assignable right and easement for flood control channel and rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the carbon canyon creek … in, on, over, under, and across that certain parcel." Effectively this easement was a full take of the bundle of rights associated with fee ownership of the property.

2 – Orange County Flood Control Easement Per 13879-839

This easement appears on the plat map provided with a date of 1980. It is effectively the same easement area as easement 1. This easement was not provided in the lit guarantee from the title company. Effectively, we assume that this easement is the above perpetual assignable easement being assigned to Orange County by the US Government for management.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 13,015.88 square feet that is located at the southern portion of the subject. The square shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement fully overlaps with the existing flood control easements. The flood control easement allows for construction to occur on this area. Effectively, the underlying fee property owner has no current use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). The underlying fee ownership is not able to rent or due rent for this portion of the land. While the project could acquire TCE rights from the flood control easement holder and the value is nominal, the city has elected to additionally obtain a grant from the underlying fee owner. Therefore, the compensation for this proposed easement is nominal and given a value of $500 in accordance with the Cal Trans ROW Manual.

Legal Description: Temporary Construction Easement

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED DECEMBER 18, 1980 IN BOOK 13879, PAGE 839, OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 9 WEST, SAN BERNARDINO MERIDIAN, WITH THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA;

THENCE ALONG SAID EASTERLY LINE, NORTH 3°23'36" WEST, A DISTANCE OF 30.06 FEET TO A LINE PARALLEL WITH AND 30.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM SAID NORTHERLY LINE, SAID POINT BEING THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE ALONG SAID NORTHERLY LINE, NORTH 89°47'14" WEST, A DISTANCE OF 100.20 FEET TO A LINE PARALLEL WITH AND 100.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EASTERLY LINE;

THENCE ALONG SAID PARALLEL LINE, NORTH 3°23'36" WEST, A DISTANCE OF 130.01 FEET;

THENCE SOUTH 89°57'43" EAST, A DISTANCE OF 100.18 FEET TO SAID EASTERLY LINE;

THENCE ALONG SAID EASTERLY LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 130.31 FEET TO THE **POINT OF BEGINNING**;

CONTAINS 13,015.88 SF (0.30 ACRES) MORE OR LESS.

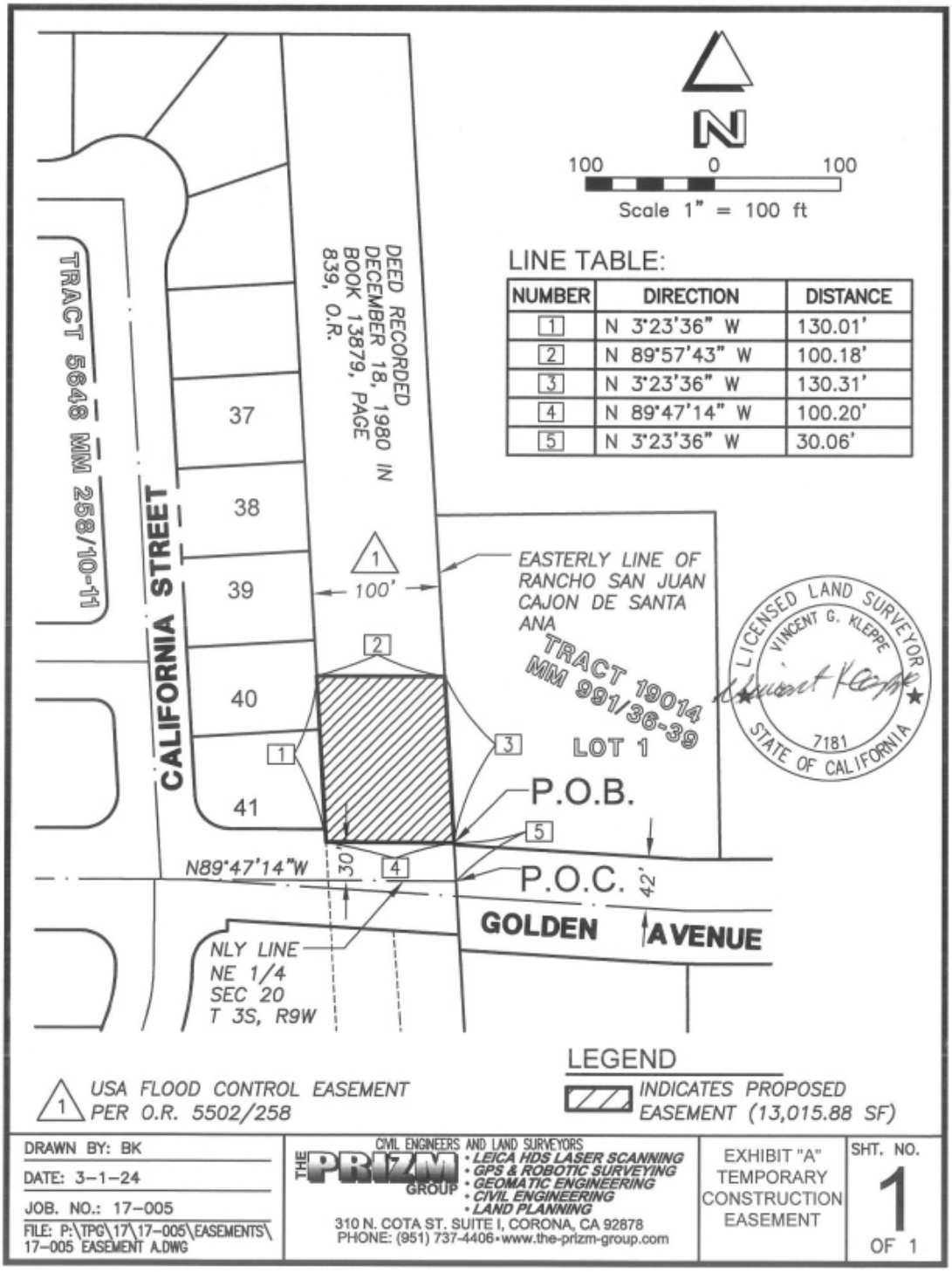
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VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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Plat Map: Temporary Construction Easement



Photographs of Proposed Acquisitions



VIEW of Parcel From Golden Avenue Bridge



VIEW OF Access gate and slope west of Bridge



VIEW OF existing Bridge looking West (subject on Right)

Error! Reference source not found.Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As Is	Current	Fee Simple	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." The nominal valuation as defined by Cal-Trans was rounded at **$500** for the temporary construction easement.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$237,839	
Permanent Property Rights		
Value of Part Taken - Land (0 SF)	$0	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$0	$0
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$237,839	
Temporary Property Rights		
Temporary Construction Easement (13015.88 SF)	$0	$500 - Nominal
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$500 - Nominal**

Definitions

Market Value

"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable." [14]

Just Compensation

"In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniary as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value." [15]

Larger Parcel

"In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some states cases, however, contiguity is sometimes subordinated to unitary use." [16]

Partial Taking

"The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation." [17]

Remainder

"In eminent domain condemnation, that portion of the larger parcel the property remaining in the ownership of the property owner after a partial taking." [18]

[14] California Code of Civil Procedure, Section 1263.320
[15] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition
[16] Ibid
[17] Ibid
[18] Ibid

Damages

"In condemnation, the loss in value to the remainder in a partial taking of property. Generally the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently." [19]

Property Rights Appraised

A "fee simple estate" is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Tenants in Common

Title to property held by two or more persons, in which, each has an "undivided interest" in the property and have an equal right to use the property, even if the percentage interests are not equal or the living spaces are different sizes. There is no "right of survivorship" if one of the tenants dies, and each interest may be separately sold, mortgaged or willed to another.

[19] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Updated

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015732**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015732**
Schedule A	

File No.: 7015732

Guarantee No. 7015732 Amount of Liability: $2500.00

Date of Guarantee:January 10, 2024 at 7:30 A.M. Fee: $500.00

1. Name of Assured:

   CITY OF PLACENTIA

2. The estate or interest in the Land which is covered by this Guarantee is:

   FEE

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Placentia, County of Orange, State of California, described as follows:

   THE EASTERLY 100.00 FEET OF THAT SECTION 17, TOWNSHIP 3 SOUTH, RANGE 9 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP RECORDED IN BOOK 5 PAGE 17 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

   BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID SECTION 17, WITH THE EAST LINE OF THE RANCHO SAN JUAN CAJON DE SANTA ANA; THENCE WEST 22.37 CHAINS; THENCE NORTH 10 CHAINS THEN EAST 21.67 CHAINS TO SAID RANCHO LINE; THENCE ALONG SAID RANCHO LINE SOUTH 4° EAST 10.02 CHAINS TO THE POINT OF BEGINNING.

   EXCEPT THEREFROM THAT PORTION, IF ANY, LYING WITHIN THE STRIP OF LAND 120.00 FEET WIDE, CONVEYED TO THE PACIFIC ELECTRIC LAND COMPANY BY DEED RECORDED FEBRUARY 7TH, 1910, IN BOOK 177 PAGES 75 OF DEEDS, RECORDS OF SAID ORANGE COUNTY.

   APN: 336-371-36

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      Paramount Imperial Villas, LP, A California Limited Partnership, formerly known as Paramount Imperial Villas, Ltd., a California Limited Partnership

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
	ISSUED BY **First American Title Insurance Company**
Schedule B	GUARANTEE NUMBER **5026900-7015732**

File No.: 7015732

1A. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

1. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$184.90, PAID
Penalty:	$0.00
Second Installment:	$184.90, OPEN
Penalty:	$0.00
Tax Rate Area:	09-015
A. P. No.:	336-371-36

2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

3. An easement for RIGHT OF WAY, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM and incidental purposes, recorded AUGUST 29, 1938 as BOOK 956, PAGE 313 of Official Records.
In Favor of: THE COUNTY OF ORANGE
Affects: AS DESCRIBED THEREIN

RECORDED NOVEMBER 9, 1960 IN BOOK 5502, PAGE 261 OF OFFICIAL RECORDS IN AN AGREEMENT DATED JULY 12, 1960 EXECUTED BY THE COUNTY OF ORANGE SUBORDINATING TO THE UNITED STATES OF AMERICA ALL RIGHT TITLE AND INTEREST IN AND TO SAID EASEMENT TO THE EASEMENT HEREINAFTER SHOWN RECORDED IN BOOK 5502, PAGE 258 OF OFFICIAL RECORDS.

RECORDED JUNE 18, 1963 IN BOOK 6594, PAGE 543 OF OFFICIAL RECORDS TO A RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA, VACATING THE EASEMENT FOR CHECK DAM PURPOSED OVER THE WESTERLY 100.00 FEET TO THE EASTERLY 200.00 FEET OF SAID LAND.

4. An easement for FLOOD CONTROL and incidental purposes, recorded NOVEMBER 09, 1960 as BOOK 5502, PAGE 258 of Official Records.
In Favor of: THE UNITED STATES OF AMERICA
Affects: AS DESCRIBED THEREIN

5. An easement for RIGHTS AND PRIVILEGES IN RIGHTS OF WAY and incidental purposes, recorded FEBRUARY 16, 1962 as BOOK 6012, PAGE 843 of Official Records.
   In Favor of: THE UNITED STATES OF AMERICA
   Affects: AS DESCRIBED THEREIN

6. THE EFFECT OF AN ASSIGNMENT DATED MARCH 9, 1964 EXECUTED BY W.T GRANT, PURPORTING TO ASSIGN AND TRANSFER TO TOWNHOUSE BUILDERS CORPORATION, A NEVADA CORPORATION, ALL HIS INTEREST IN AND TO A CERTAIN AGREEMENT DATED MARCH 22, 1963 BETWEEN VIVIAN H. PASER AND RUSSELL V. SMITH AS SELLERS AND NEWPORT VEGAS DEVELOPERS AND W. T. GRANT, AS BUYERS, WHICH SAID AGREEMENT PROVIDES FOR A SALE OR EXCHANGE OF THE HEREIN DESCRIBED LAND FROM SELLERS TO BUYERS, RECORDED MARCH 18, 1964 IN BOOK 6968, PAGE 264 OF OFFICIAL RECORDS.

   SAID AGREEMENT DATED MARCH 22, 1963 IS NOT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.

   THE ARTICLES OF INCORPORATION OF TOWNHOUSE BUILDERS CORPORATION, AND THE ARTICLES OF INCORPORATION AND/OR PARTNERSHIP OF NEWPORT VEGAS DEVELOPERS ARE NOT ON FILE OR OF RECORD IN ORANGE COUNTY.

7. A RIGHT OF WAY FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A PIPE LINE OVER SAID LAND, AS CONVEYED TO UNION OIL COMPANY OF CALIFORNIA BY DEED REGISTERED AUGUST 22, 1923 AND ENTERED AS A MEMORIAL ON REGISTRAR'S CERTIFICATE OF TITLE.

   NOTE: SAID RIGHT OF WAY TOGETHER WITH ALL THAT PORTION OF FIRST PARTY OF FOUR INCH (4") PIPE LINE WHICH IS LOCATED WITHIN AND ALSO SAID RIGHT OF WAY AND WHICH TO WITHIN THE BOUNDARIES OF SAID PARCEL OR LAND WAS QUITCLAIMED TO GOLDSTREET DEVELOPMENT COMPANY, A LIMITED PARTNERSHIP BY DOCUMENT RECORDED JULY 22, 1969 IN BOOK 9027, PAGE 328 OF OFFICIAL RECORDS.

   The location of the easement cannot be determined from record information.

8. The effect of a map purporting to show the land and other property, filed BOOK 67, PAGE 18 of Record of Surveys.

9. The effect of a map purporting to show the land and other property, filed BOOK 99, PAGES 2 AND 3 of Record of Surveys.

10. The effect of a map purporting to show the land and other property, filed BOOK 99, PAGE 40 of Record of Surveys.

11. An easement for PIPELINES and incidental purposes, recorded FEBRUARY 11, 1981 as BOOK 13946, PAGE 1493 of Official Records.
    In Favor of: YORBA LINDA COUNTY WATER DISTRICT, A PUBLIC CORPORATION
    Affects: AS DESCRIBED THEREIN

12. A deed of trust to secure an original indebtedness of $8,480,000.00 recorded NOVEMBER 20, 2013 as INSTRUMENT NO. 2013000636904 OF OFFICIAL RECORDS.

Dated:	NOVEMBER 01 , 2013
Trustor:	PARAMOUNT IMPERIAL VILLAS, LP, A CALIFORNIA LIMITED PARTNERSHIP
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY, A CORPORATION
Beneficiary:	HUNTOON HASTINGS, INC, A CORPORATION

Affects: The land and other property.

According to the public records, the beneficial interest under the deed of trust was assigned to WALKER & DUNLOP, LLC, A DELAWARE LIMITED LIABILITY COMPANY by assignment recorded MARCH 27, 2015 as INSTRUMENT NO. 2015000157702 OF OFFICIAL RECORDS.

13. The terms and provisions contained in the document entitled "U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REGULATORY AGREEMENT FOR MULTIFAMILY PROJECTS UNDER SECTIONS 207, 220, 221(D)(3), 221(D)(4), 223(A)(7), 223(F) AND 231 OF THE NATIONAL HOUSING ACT, AS AMENDED" recorded NOVEMBER 20, 2013 as INSTRUMENT NO. 2013000636905 of Official Records.

14. A financing statement recorded NOVEMBER 20, 2013 as INSTRUMENT NO. 2013000636906 OF OFFICIAL RECORDS.

Debtor:	PARAMOUNT IMPERIAL VILLAS, LP
Secured party:	HUNTOON HASTINGS, INC AND SECRETARY OF U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Affects: The land and other property.

According to the public records, the security interest of the secured party was assigned to WALKER & DUNLOP, LLC by document recorded MARCH 26, 2015 as INSTRUMENT NO. 2015000155278 OF OFFICIAL RECORDS.

A continuation statement was recorded JUNE 06, 2018 as INSTRUMENT NO. 2018000207889 OF OFFICIAL RECORDS.

A continuation statement was recorded JULY 17, 2023 as INSTRUMENT NO. 2023000171043 OF OFFICIAL RECORDS.

15. THE EFFECT OF A DOCUMENT ENTITLED "GRANT DEED OF TEMPORARY AND PERMANENT EASEMENTS FOR THE RECONSTRUCTION OF GOLDEN AVENUE BRIDGE", RECORDED JULY 14, 2020 AS INSTRUMENT NO. 2020000334214 OF OFFICIAL RECORDS.

The effect of a document entitled "QUIT CLAIM DEED", recorded NOVEMBER 15, 2023 as INSTRUMENT NO. 2023-280056 of Official Records.

The effect of a document entitled "QUIT CLAIM DEED", recorded NOVEMBER 21, 2023 as INSTRUMENT NO. 2023-291203 of Official Records.

The effect of a document entitled "QUIT CLAIM DEED", recorded DECEMBER 07, 2023 as INSTRUMENT NO. 2023-302559 of Official Records.

16. Notice of pendency of action recorded APRIL 14, 2022 as INSTRUMENT NO. 2022000144068 of Official Records.

Court:	SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF ORANGE
Case No.:	30-2022-01254704-CU-EI-CXC
Plaintiff:	COUNTY OF ORANGE, A CALIFORNIA PUBLIC ENTITY
Defendant:	DAVE R. LEEPER, TRUSTEE OF THE DAVE R. LEEPER TRUST DATED OCTOBER 30, 2014; CAROLYN GEORGE, AS TRUSTEE OF A DEED OF TRUST; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A DELAWARE CORPORATION; PARAMOUNT IMPERIAL VILLAS, LP, A CALIFORNIA LIMITED PARTNERSHIP; FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE OF A DEED OF TRUST; WALKER & DUNLOP, LLC, A DELAWARE LIMITED LIABILITY COMPANY; HUNTOON HASTINGS, INC., A DELAWARE CORPORATION; COINMACH CORPORATION, A DELAWARE CORPORATION; MIKE ROBERT LAMB, TRUSTEE OF THE MICHAEL AND JENNIFER LAMB TRUST; JENNIFER LYNN LAMB, TRUSTEE OF THE MICHAEL AND JENNIFER LAMB TRUST; JOHN D. DUNCAN, ESQ., AS TRUSTEE OF A DEED OF TRUST; EDWARD ISLAS, AN INDIVIDUAL; JAMES F. ELLINGTON, TRUSTEE OF THE ELLINGTON FAMILY TRUST DATED OCTOBER 27, 2021; WENDY C. ELLINGTON, TRUSTEE OF THE ELLINGTON FAMILY TRUST DATED OCTOBER 27, 2021; MARK A. SUGAMELE JR., AN INDIVIDUAL; ROBIN J. SUGAMELE, AN INDIVIDUAL; LAWYERS TITLE COMPANY, A CALIFORNIA CORPORATION; DOROTHY CHINYERE EGU, AN INDIVIDUAL; EVANGELICAL FRIENDS CHURCH SOUTHWEST, A CALIFORNIA NON-PROFIT CORPORATION; ROSE DRIVE FRIENDS CHURCH, A CALIFORNIA NON- PROFIT CORPORATION; BANK OF THE WEST, A CALIFORNIA BANKING CORPORATION; NEUSE, INCORPORATED, A NORTH CAROLINA CORPORATION, AS TRUSTEE OF A DEED OF TRUST; FIRST-CITIZENS BANK & TRUST COMPANY, A NORTH CAROLINA CORPORATION; ROBERT W. BRUNSKILL, TRUSTEE FBO THE ROBERT W. BRUNSKILL & WALTRAUT A. BRUNSKILL TRUST DATED MAY 12, 1988; WALTRAUT A. BRUNSKILL TRUSTEE FOO THE ROBERT W. BRUNSKILL & WALTRAUT A. BRUNSKILL TRUST DATED MAY 12, 1988; SEYED A. SHAZADEH SAFAVI, AN INDIVIDUAL; ALL PERSONS UNKNOWN CLAIMING AN INTEREST IN THE PROPERTY; AND DOES 1 THROUGH 100, INCLUSIVE
Purpose:	AFFECTING REAL PROPERTY

Affects: The land and other property.

17. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.

18. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

19. Water rights, claims or title to water, whether or not shown by the Public Records.

First American Title Company
4 First American Way
Santa Ana, CA 92707

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 USC Sec. 2000d)*

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

> *"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any City of Placentia activity will be administered without regard to race, color, or national origin.

The City of Placentia will not tolerate discrimination by its employees or sub-recipients of Federal funds. The City of Placentia prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided

- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the City of Placentia will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations

- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the City of Placentia performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All City of Placentia employees, and its functional programs

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of the City of Placentia services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the City of Placentia. The address and telephone number of the office is:

City Hall
401 E. Chapman Avenue
Placentia, CA 92870

Phone: 714-993-8117

ACQUISITION HANDBOOK

City of Placentia

PLACENTIA
Rich Heritage, Bright Future

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WHY IS MY PROPERTY REQUIRED?

The City of Placentia , as the Lead Agency, has determined that an interest in your property may be required for construction and operation of the ATP Maricopa Highway Improvement Project ("Project").

WHAT RIGHT DOES THE CITY OF PLACENTIA HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another 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 by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by The City of Placentia City Council after a thorough review that includes public hearings to obtain the views of interested citizens.

If you have any questions about the Project or the possible selection of your property for acquisition, you should contact a representative of the City of Placentia .

HOW WILL THE CITY OF PLACENTIA DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the City of Placentia will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will prepare the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The City of Placentia is required to offer you "just compensation" for any rights needed on your property. This amount cannot be less than the fair market value of

your property, as determined by the City of Placentia on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

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 it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You should have been -- or will be -- contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that 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 prefer, you may designate a representative for this purpose.

ONCE THE CITY OF PLACENTIA DETERMINES THAT CERTAIN RIGHTS ON MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE CITY OF PLACENTIA GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and

- Possible project delays caused by factors outside the control of the City of Placentia .

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The City of Placentia will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. Whenever possible, the purchase offer will be personally delivered.

WHAT IS IN THE CITY OF PLACENTIA STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The City of Placentia statement of the basis for its determination of just compensation will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.
- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Placentia will pay for the actual reasonable costs up to $5,000 subject to the following conditions:

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the City of Placentia will not be a party to the contract.
- The appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the City of Placentia makes its offer to you, it will offer to pay you the reasonable cost, not to exceed $5,000, of the cost of your independent appraisal.
- Appraisal cost reimbursement requests should be made in writing and submitted to the City of Placentia . In order to verify the cost and reasonableness, copies of the appraisal contract (if a contract was made), and an invoice for the completed work by the appraiser should be provided to the City of Placentia concurrent with submission of the appraisal cost reimbursement request.

MUST I ACCEPT THE CITY OF PLACENTIA INITIAL OFFER?

NO. You are entitled to present 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 City of Placentia will make reasonable efforts to consider and respond to your evidence and suggestions. If justified by the available evidence, the City of Placentia may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with the City of Placentia . The City of Placentia is not responsible for paying the costs of any such representation.

IF I AGREE TO ACCEPT THE CITY OF PLACENTIA 'S OFFER, HOW SOON WILL I BE PAID?

If the parties reach an agreement for the purchase of your property and title to the property is free and clear, payment will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the City of Placentia signs the Purchase Agreement. If the title evidence indicates that further action is necessary to clear any liens or encumbrances or to demonstrate ownership, payment may be delayed until such issues are addressed.

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE CITY OF PLACENTIA ?

If you and the City of Placentia are unable to reach an agreement through negotiations, formal eminent domain (condemnation) proceedings to acquire the property may be instituted, or the City of Placentia may choose not to acquire the property. In the latter case, the City of Placentia will give you notice of its decision as provided by law.

WHAT HAPPENS IF MY PROPERTY IS CONDEMNED?

The power of eminent domain may only be exercised if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) an offer required by California Government Code section 7267.2 has been made to the owner of record or the offer has not been made because the owner cannot be located with reasonable diligence. Eminent domain proceedings are often referred to as condemnation actions. A condemnation action may only be filed after the adoption of a Resolution of Necessity by the condemning party's City of Placentia City Council. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming the above factors have been substantiated and determined, a condemnation suit can be filed.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The condemning party will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and condemning party have a constitutional right to have a jury determine the value of the property in question. If the owner and the condemning party decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows the City of Placentia to have the possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is

used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the City of Placentia must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the ability to challenge the authority's right to take the property, but does not waive the owner's right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the City of Placentia , you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and the City of Placentia enter into an agreement for sale of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the City of Placentia .
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the City of Placentia acquires your property.

Escrow or the City of Placentia will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the City of Placentia after the acquisition.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the City of Placentia .

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by the City of Placentia . If you wish to keep any of the improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), the City of Placentia will deduct 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.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE CITY OF PLACENTIA ACQUIRE 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 must be paid for the loss in value (offset by any benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the City of Placentia will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO THE CITY OF PLACENTIA AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the City of Placentia on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

Many of the property acquisitions required for this project will not require relocation of businesses or residences. Any requirement for relocation will be expressly written in the offer to purchase.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the court issues an order of possession. Before such an order can be issued, the estimated fair market value of the property must be deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by the City of Placentia does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel. A copy of sections of the California Code of Civil Procedure relating to such claim for loss of goodwill is also enclosed for your information on page 8 of this brochure.

I AM A VETERAN, HOW ABOUT MY GI LOAN?

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

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when the City of Placentia acquires real property by condemnation or under the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

WHAT IF I HAVE OTHER QUESTIONS ABOUT THE PROCESS?

Contact the right of way acquisition firm listed on your Notice of Decision to Appraise letter. They will answer your questions and provide any needed additional information.

LOSS OF BUSINESS GOODWILL
CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510 - 1263.530

1263.510. (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.
(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.
(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

1263.520. The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents, papers, books, and accounts.

1263.530. Nothing in this article is intended to deal with compensation for inverse condemnation claims for temporary interference with or interruption of business.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

CITY OF PLACENTIA
GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
APN: 334-021-15

ACKNOWLEDGEMENT OF RECEIPT OF OFFER PACKAGE

This is to acknowledge receipt of the offer package covering the real property identified as APN(s): 334-021-15. Upon receipt, please sign below and return to Christine Wasfi at cwasfi@epicland.com.

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

The offer package received contained the following items:

1. Offer Letter
2. Agreement of Purchase and Sale and Joint Escrow Instructions
3. Easement Deed and Legal Description and Plat
4. Temporary Construction Easement Deed and Legal Description and Plat
5. Summary Statement Relating to the Purchase of Real Property or an Interest Therein
6. Appraisal Report
7. Litigation Guarantee
8. Your Rights Under Title VI Brochure
9. Acquisition Handbook
10. W-9 Request for Taxpayer ID

Recipient Name (please print)	Recipient Signature	Date
( )	( )	
Phone	Cell	E-Mail (optional)

Best time to call: _____

☐ The mailing address is correct as sent/ received

☐ Please update the mailing address as follows:

_____

_____

Inland Empire Regional Office
3850 Vine Street, Suite 200
Riverside, CA 92507
(310) 626-4848
epicland.com

Just Compensation Recommendation

Project	Golden Avenue Bridge Replacement Project
APNs	334-021-15
Interest Appraised	32.38 SF, Permanent Easement Interest
	2,387.07 SF, Temporary Construction Easement Interest
Date of Value	April 2, 2024
Appraised Value	$3,300.00

In accordance with the acquisition of the subject property, the following actions have been undertaken in conformity with *49 CFR Part 24* "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs" and Caltrans Right of Way Procedures Manual:

1. Performed a fee appraisal to ascertain Fair Market Value prepared by Valbridge Property Advisors.
2. A formal review of the appraisal was prepared by CBRE, Valuation & Advisory Services to certify the appraisal of Fair Market Value.

49 CFR Part 24, Subpart B Section 24.102(d) states that before the initiation of negotiations, the Agency shall establish an amount which it believes is Just Compensation for the real property. The amount shall not be less than the approved appraisal of the Fair Market Value of the property, taking into account the value of allowable damages or benefits to any remaining property.

An Agency official must establish the amount believed to be just compensation. Promptly thereafter, the Agency shall make a written offer to the owner to acquire the property for the full amount believed to be Just Compensation. Fair Market Value as per California Code of Civil Procedure section 1263.320 is defined as the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

We hereby recommend that the value of $3,300.00 (Three Thousand Three Hundred Dollars and No Cents), based upon the fee appraisal prepared by Valbridge Property Advisors to be determined to be the probable amount of Just Compensation by the City of Placentia.

Recommended for Approval:

Date: *November 4, 2024*

Tyler Kelleher

By: ***Tyler Kelleher***
Project Manager
Epic Land Solutions, Inc.

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

CITY OF PLACENTIA

Just Compensation Approval

Based upon (1) the Fee Appraisal dated October 21, 2024, prepared by Valbridge Property Advisors (2) Appraisal Review dated October 31, 2024, prepared by CBRE, Valuation & Advisory Services; and (3) Authority staff recommendation, the amount of just compensation for the purchase of Assessor Parcel No. 334-021-15 is set at $3,300.00 (Three Thousand Three Hundred Dollars and No Cents).

City of Placentia

Date: _____

By: _____

Name:

Title:

The People are the City

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

November 21, 2024

Hand Delivered or Sent Via Certified USPS Mail

Villena Community Association
26840 Aliso Viejo Parkway Ste. 100
Aliso Viejo, CA 92656

RE: Offer to Purchase Real Property Pursuant to Government Code §§ 7267.1 and 7267.2(a)
City of Placentia – Golden Avenue Bridge Replacement Project
Site Address: 27 units on Golden Avenue and Villena Way
Assessor's Parcel Number: 334-021-15
Federal Aid Project #BRL-5269(025)

Dear Property Owner:

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project ("Project") which is a federally funded project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

The Proposed Project will require the acquisition of (1) an approximate 32.38 square foot permanent easement ("Subject Easement") and (2) an approximate 2,387.07 square foot temporary construction easement with a term of 24 months ("TCE") over portions of the above-referenced parcel located at 27 units on Golden Avenue and Villena Way and identified as Orange County Tax Assessor's Parcel Number 334-021-15 ("Larger Parcel"). The Subject Easement is described more particularly in the Exhibits to the Easement Deed enclosed with this offer letter. The TCE is described more particularly in the Exhibits to the Grant of Temporary Construction Easement enclosed with this offer letter. The Subject Easement and the TCE required for the Proposed Project are referred to below collectively as the "Subject Property Interests".

1. **Offer**. Subject to, and upon the terms and conditions set forth below, the City offers to purchase the Subject Property Interests in connection with the Project. California law requires that, before making an offer to purchase the Subject Property Interests for the Proposed Project, the City must (1) obtain an independent appraisal to determine the fair market value of the Subject Property Interests, (2) establish an amount which it believes to be just compensation for the Subject Property Interests, and (3) make an offer to the owner(s) for an amount not less than the just

compensation so determined. Accordingly, the City recently had the Larger Parcel and the Subject Property Interests appraised to determine the fair market value of the Subject Property Interests, as defined in California Code of Civil Procedure section 1263.320. Pursuant to Government Code Section 7267.1, the owner had the opportunity to accompany the appraiser during their inspection. The City obtained an appraisal for the fair market value of the Subject Property Interests prepared by John Penner, a California Certified Real Estate Appraiser of Valbridge Property Advisors ("Appraisal Report") that used a date of value of April 2, 2024 ("Date of Value"). Rick Donahue, MAI, a Certified California General Appraiser of CBRE – Valuation & Advisory Services prepared an appraisal review dated October 31, 2024 ("Review Appraisal"). Rick Donahue found that the Appraisal Report complies with USPAP requirements and applicable State of California and Federal regulations.

It is the policy of the City to acquire property that is in private ownership **only when it is necessary to do so, and through voluntary purchase if possible**. In accordance with applicable law, the City has reviewed and approved the appraisal of the fair market cash value of the Subject Property Interests. Pursuant to Government Code Section 7267.2, the City has enclosed for your reference an informational City of Placentia Acquisition Handbook providing an overview of the eminent domain process and of your rights. We hope this is helpful for understanding your rights. **While the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interests in your property.** Further, because the City plans to use the Subject Property Interests for the Proposed Project as soon as the City acquires the necessary property interests needed for the Proposed Project, the City does not intend to offer a leaseback agreement for the Subject Property Interests pursuant to Code of Civil Procedure section 1263.615.

2. Purchase Price. The City hereby offers to purchase the Subject Property Interests for **three thousand three hundred dollars and no cents ($3,300.00)** ("Purchase Price"). The Purchase Price represents at least the full amount the City believes to be just compensation for the acquisition of the Subject Property Interests as of the Date of Value. It is not less than the approved appraisal of the Subject Property Interests on the Date of Value and does not include any increase or decrease in value of the Subject Property Interests caused by the Proposed Project for which the City seeks to acquire the Subject Property Interests. The Purchase Price also does not reflect any relocation assistance, benefits, or payments, if any, that you may be entitled to receive. This amount also does not include any compensation for loss of goodwill. The requirements for establishing goodwill loss are set forth in California Code of Civil Procedure section 1263.510, a copy of which is attached to this letter.

3. Basis for Offer. The enclosed Appraisal Report, which is incorporated herein by this reference, provides the basis for the amount established by the City as just compensation. The Appraisal Report takes into consideration the highest and best use of the Larger Parcel, the location, zoning, the condition and size of any improvements on the Larger Parcel and the Subject Property Interests, the Date of Value, severance damages, and other factors that affect fair market value as required by the Government Code.

The appraiser determined that the total fair market value of the Subject Property Interests is $3,300.00, consisting of $500.00 for the Subject Easement and $2,800.00 for the use of the TCE.

4. Conditions of Offer. The offer is subject to, and conditioned upon the acceptance of the terms of the Agreement for Purchase and Sale enclosed with this offer letter.

5. Offer to Pay Reasonable Costs of an Independent Appraisal Pursuant to Code of Civil Procedure Section 1263.025. If you wish to obtain an independent appraisal of the Subject Property Interests, in

accordance with California Code of Civil Procedure section 1263.025(a), the City hereby offers to reimburse you for the reasonable costs, not to exceed $5,000.00 (Five Thousand Dollars), of such an independent appraisal. Any independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please notify your assigned Epic Land Solution, Inc. Acquisition Agent ("Epic Acquisition Agent"), Christine Wasfi within 30 days of the date of this offer letter if you wish to obtain an independent appraisal of the Subject Property Interests. The City is not obligated to accept your appraiser's value of the Property Interests. The City, however, will review your appraisal and if appropriate, confer with the City's independent appraiser regarding the merits of your appraisal.

6. Acceptance of Offer and Execution of Purchase and Sale Agreement. If the above offer is acceptable, please sign and return the following documents to Christine Wasfi, Epic Acquisition Agent in the enclosed envelope:

(a) The Agreement for Purchase and Sale and Joint Escrow Instructions.

The other materials (Appraisal Report, Title Report, Brochures etc.) are included for your information and files and do not need to be returned.

7. Admissibility of Offer. If for any reason you reject the City's offer, please be advised that this offer letter and enclosures are made under the provisions of California Evidence Code sections 1152 and 1154, and shall not be admissible in any eminent domain proceeding, or any other action for any purpose prohibited under these sections. However, while the City has the power of eminent domain, condemnation has not been authorized with respect to your property as of this date and no decision has yet been made to use the power of eminent domain to acquire the interests in your property.

If you have any questions regarding the Proposed Project, this offer, the Agreement for Purchase and Sale, or the acquisition process, please feel free to contact Christine Wasfi, Epic Acquisition Agent at (951) 405-4645 or email cwasfi@epicland.com.

Sincerely,

Damien Arrula
City of Placentia, City Administrator

Enclosures:
Acknowledgment of Receipt of Offer Package
Copy of California Code of Civil Procedure section 1263.510
Agreement for Purchase and Sale and Joint Escrow Instructions
Easement Deed, Legal Description and Plat Map
Grant of Temporary Construction Easement, Legal Description and Plat Map
Appraisal Report
Litigation Guarantee
Your Rights under Title VI Brochure
City of Placentia Acquisition Handbook
W-9 Request For Taxpayer ID

CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510

(a) The owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.

(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.

(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

(Amended by Stats. 2006, Ch. 602, Sec. 2. Effective January 1, 2007.)

AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

Federal Aid Project # BRL-5269(025)
Villena Community Association
APN 334-021-15

Villena Community Association, a California nonprofit mutual benefit corporation (hereinafter, "Grantor"), owns the real property located at 27 units on Golden Avenue and Villena Way, Placentia, CA in the County of Orange, Assessor Parcel Number 334-021-15 (the "Property"). City of Placentia (the "City") requires a temporary construction easement in a portion of the Property for the Golden Avenue Bridge Replacement Project (the "Project"). A Permanent Easement Deed in a form substantially similar to Exhibit "1", and a Temporary Construction Easement Deed to the City in a form substantially similar to Exhibit "2" hereto, covering the property interests as described and depicted in the exhibits attached thereto (collectively the "Property Interests"), will be executed during the escrow to be opened for this transaction.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve the City of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) The City requires said Property Interests described in Exhibit "1" and Exhibit "2" for the Project, a public use for which the City has the authority to exercise the power of eminent domain.

(C) Both Grantor and the City recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interests by eminent domain litigation. The compensation set forth herein for the Property Interests is in compromise and settlement, in lieu of such litigation.

(D) It is agreed that the City may open an escrow in accordance with this Agreement at Commonwealth Land Title Company or another selected escrow company ("Escrow Agent"), Escrow No. to be determined. This Agreement constitutes the joint escrow instructions of CITY and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within thirty (30) days following the opening of escrow. The Parties hereto agree to do all acts reasonably necessary to close this escrow in the shortest possible time.

(E) Grantor agrees to deposit with Escrow Agent prior to the Close of Escrow (defined below) the original, fully executed and acknowledged Easement Grant Deed and Temporary Construction Easement Deed and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the Subject Property, including Lender's written approval of Grantor's entering this Agreement if necessary. City agrees to deposit the

following with Escrow Agent prior to the Close of Escrow: (1) the full amount of compensation, and (2) a certificate of acceptance.

(F) All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check from such account.

(G) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3

(H) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

(I) Pay and charge Grantor, upon Grantor's written approval, for any amount necessary to place title in the condition necessary to satisfy the express terms of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with 1265.240 of the Eminent Domain Law;

(J) Pay and charge City for any escrow fees, charges, and costs payable required for the Close of Escrow;

(K) Disburse funds and deliver the Easement Deeds when conditions of this escrow have been fulfilled by City and Grantor.

The term "**Close of Escrow**", where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the Parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS, AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. If this escrow is not in condition to close within 210 days from opening of escrow, either Party who then shall have fully complied with its obligations may, in writing, demand the return of its money or property; but if neither Party has complied, no demand for return thereof shall be recognized until five (5) days after Escrow Agent shall have mailed copies of such demand to all Parties at the respective addresses shown in these escrow instructions, and if any objections are raised within said five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, proceed with closing of this escrow as soon as possible.

2. (A) The City shall pay the undersigned Grantor the sum of THREE THOUSAND THREE HUINDRED DOLLARS and NO CENTS ($3,300.00) for the Property Interests conveyed by Exhibit "1" and Exhibit “2” when title to said Property Interests vests in the City free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

   i. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

   ii. Covenants, conditions, restrictions and reservations of record as contained in the title report (Commonwealth Land Title Company order number 92020645).

   iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.

   (B) The City shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City, the premium charged therefore. Due to the City's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922).

   (C) The City shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

3. FULL AND COMPLETE SETTLEMENT. Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against the City, the County of Orange and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interest, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interest, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant

to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:

   (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California, which provides:

   "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

   (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interests. Grantor will defend and indemnify the City, its successors and/or assigns if it turns out that a claim is made or legal action is filed against the City, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants it will defend and indemnify the City, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.

7. Grantor acknowledges that there are tenants on the Property. Grantor agrees to hold the City harmless and reimburse the City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month.

8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of improvements, including but not limited to: None.

9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interests will be protected in place: None.

10. The City may provide Grantor with thirty (30) day advance notice by the City or the City's contractor prior to the commencement of construction activities on the Property Interests. Prior to the commencement of the City's construction activities on the Property Interests, Grantor agrees to hold harmless, defend and indemnify the City, its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. The City shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time the City or the City's contractor commences construction activities on the Property Interest.

    Grantor agrees to name the City as an additional insured under its current insurance policy. Grantor further agrees to notify the City in writing within thirty (30) days of any potential claim relating to the area within the Property Interests prior to commencement of construction activities on the Property Interest.

11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by the City, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction and terminating twenty-four (24) months thereafter ("TCE Term"). Upon the deposit and determination of commencement date, Exhibit "2", shall be updated to reflect the commencement and termination date of the TCE. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, for the TCE Term. The TCE may also be terminated prior to the expiration of the TCE Term by the City upon written notice to the Grantor.

12. PERMISSION TO ENTER ON PREMISES. Grantor hereby grants to City, or its authorized agents, permission to enter upon the subject Property Interests at all reasonable times prior to Close of Escrow for the purpose of making necessary or appropriate inspections. City agrees that City and its contractors will indemnify Grantor and its related individuals and entities and hold them harmless from any and all liability for bodily injury, death, and property damage arising out of or in any way connected with City's negligent acts or omissions while on the Property Interests and reimburse the Grantor and related parties for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands, and causes of action that may be made or brought against them arising out of such use. Any such inspections shall be conducted at a time and in such a manner reasonably approved by Grantor and to minimize disruption or interference Grantor or Grantor's tenants. Grantor shall have the right to be present at any such inspections.

13. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from

the Property Interests conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.

14. It is agreed between the parties hereto that the City is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on the Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the litigation guarantee (First American Title order number 7015730). The grantor acknowledges that it has received and reviewed the Litigation Guarantee. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction is to be free and clear of any liens, bonds and/or assessments at the close of escrow.

15. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris after the opening of escrow. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the temporary construction easement area that remains after the City takes actual/physical possession of the TCE area may be removed by the City and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed after the City takes actual/physical possession shall be the sole responsibility of Grantor.

16. Any notice either party may or is required to give the other shall be in writing, and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

To Grantors:
Villena Community Association
26840 Aliso Viejo Parkway Ste. 100
Aliso Viejo, CA 92656

To City of Placentia:
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Public Works

17. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. The City may freely assign any or all of its interests or rights under this Agreement.

18. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has/have no knowledge of any disposal, release, or threatened release of hazardous

substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the City may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

19. It is understood and agreed that the fully executed Permanent Easement Deed and Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Orange.

20. The City reserves the right to cancel escrow and terminate this Agreement if at any time the City determines that the Property Interests is no longer needed for the Project.

21. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.

22. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

23. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement and that said entity will thereby be obligated to perform the terms of this Agreement.

24. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

25. The Parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.

26. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

Villena Community Association, a California nonprofit mutual benefit corporation

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By:_____
Attorney for City of Placentia

CITY OF PLACENTIA

By:_____
Name:
Title:

Date:_____

Exhibit “1”

Permanent Easement Deed
[APN: 334-021-15]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On Portion of APN: 334-021-15

Space above this line for Recorder's use

EASEMENT DEED

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Villena Community Association, a California nonprofit mutual benefit corporation** (**"Grantor"**) hereby grants to the **CITY OF PLACENTIA** ("**Grantee**"), and its successors and assigns, for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across all that real property situated in the City of Placentia, County of Orange, State of California, more particularly described in the legal description attached hereto as Exhibit "A" and depicted or illustrated on the map attached hereto as Exhibit "B". Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference.

Grantor expressly grants the City of Placentia the right to assign this easement.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated: _____

GRANTOR:

Villena Community Association, a California nonprofit mutual benefit corporation

By: _____
Its: _____
Name: _____

By: _____
Its: _____
Name: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (SEAL)

EXHIBIT "A"
Legal Description – Permanent Easement

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 3.29 FEET;

THENCE LEAVING SAID LINES SOUTH 89°06'13" EAST, A DISTANCE OF 9.04 FEET;

THENCE SOUTH 10°19'39" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 9.54 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 32.38 SF MORE OR LESS.

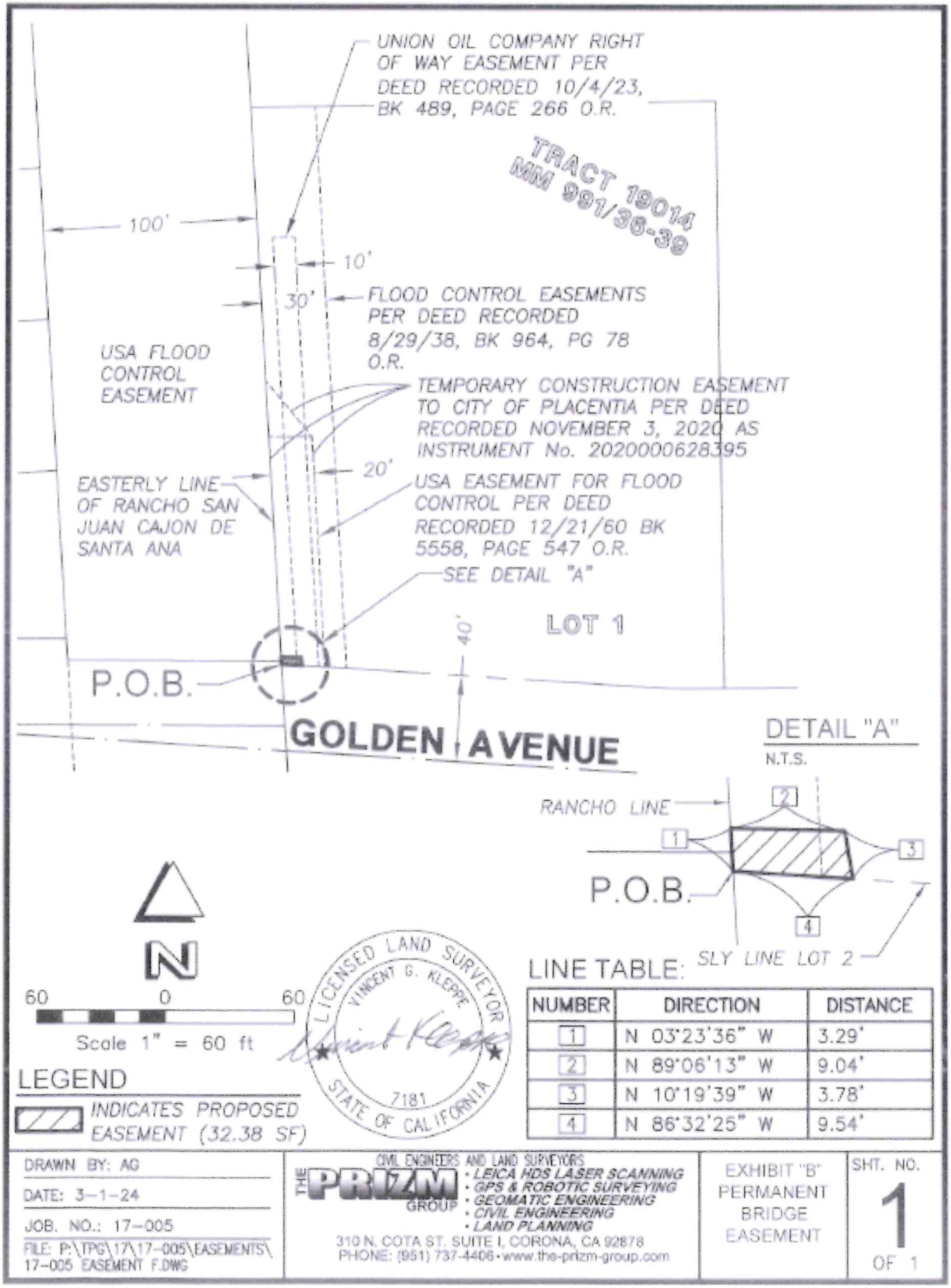
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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EXHIBIT "B"
Plat Map – Permanent Easement



LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 03°23'36" W	3.29'
2	N 89°06'13" W	9.04'
3	N 10°19'39" W	3.78'
4	N 86°32'25" W	9.54'

DRAWN BY: AG
DATE: 3-1-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT F.DWG

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• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406 • www.the-prizm-group.com

EXHIBIT "B"
PERMANENT BRIDGE EASEMENT

SHT. NO. 1 OF 1

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the permanent easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 334-021-15

By: _____

Name:

City of Placentia

Dated: _____

Exhibit “2”

Temporary Construction Easement Deed
[APN: 334-021-15]

RECORDING REQUESTED BY
AND
WHEN RECORDED MAIL TO:

City of Placentia
Attn: Right of Way
401 E Chapman Avenue
Placentia, CA 92870

GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT
FEDERAL AID PROJECT # BRL-5269(025)
EXEMPT FROM RECORDING FEES PER GOVT. CODE §27383
EXEMPT FROM DOCUMENTARY TRANSFER TAX PER REV. & TAX CODE §11922

On portion of APN: 334-021-15

Above Space for Recorder's Use

GRANT OF EASEMENT
TEMPORARY CONSTRUCTION EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Villena Community Association, a California nonprofit mutual benefit corporation "**Grantor**"), hereby grants to **CITY OF PLACENITA ("Grantee")**, its employees, agents, representatives, contractors, successors and assigns, an exclusive temporary construction easement for ingress, egress and construction purposes, including but not limited to the use of the easement by Grantee and its officers, employees, agents, contractors and subcontractors, for demolition, clearance, grading, and construction of roadway improvements or other necessary uses, for construction of the Golden Avenue Bridge Replacement Project, purposes in, on, upon, over, under, and across that certain real property located in the City of Placentia, County of Orange, State of California, more particularly described in Exhibit "A" and depicted in Exhibit "B" . Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference. The Temporary Construction Easement is located within a portion of Assessor Parcel Number 334-021-15 (**"Grantor's Property"**),

The term of the Temporary Construction Easement described herein will commence on the date of the deposit of funds into escrow, _____ and expire twenty-four (24) months thereafter on _____.

It is understood that in the event the Grantor plans to sell, lease or rent the Property prior to the final expiration date of this Temporary Construction Easement, the Grantor shall inform, in writing, any and all parties involved in the sale, lease, or rental of the Property about this Temporary Construction Easement and associated construction project.

DATED: _____

GRANTOR:
Villena Community Association, a California nonprofit mutual benefit corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A"
Legal Description – Temporary Construction Easement

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 131.79 FEET;

THENCE LEAVING SAID LINE SOUTH 39°38'54" EAST, A DISTANCE OF 33.82 FEET TO A LONE PARALLEL AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 106.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 20.14 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 2,387.07 SF (0.05 ACRES) MORE OR LESS.

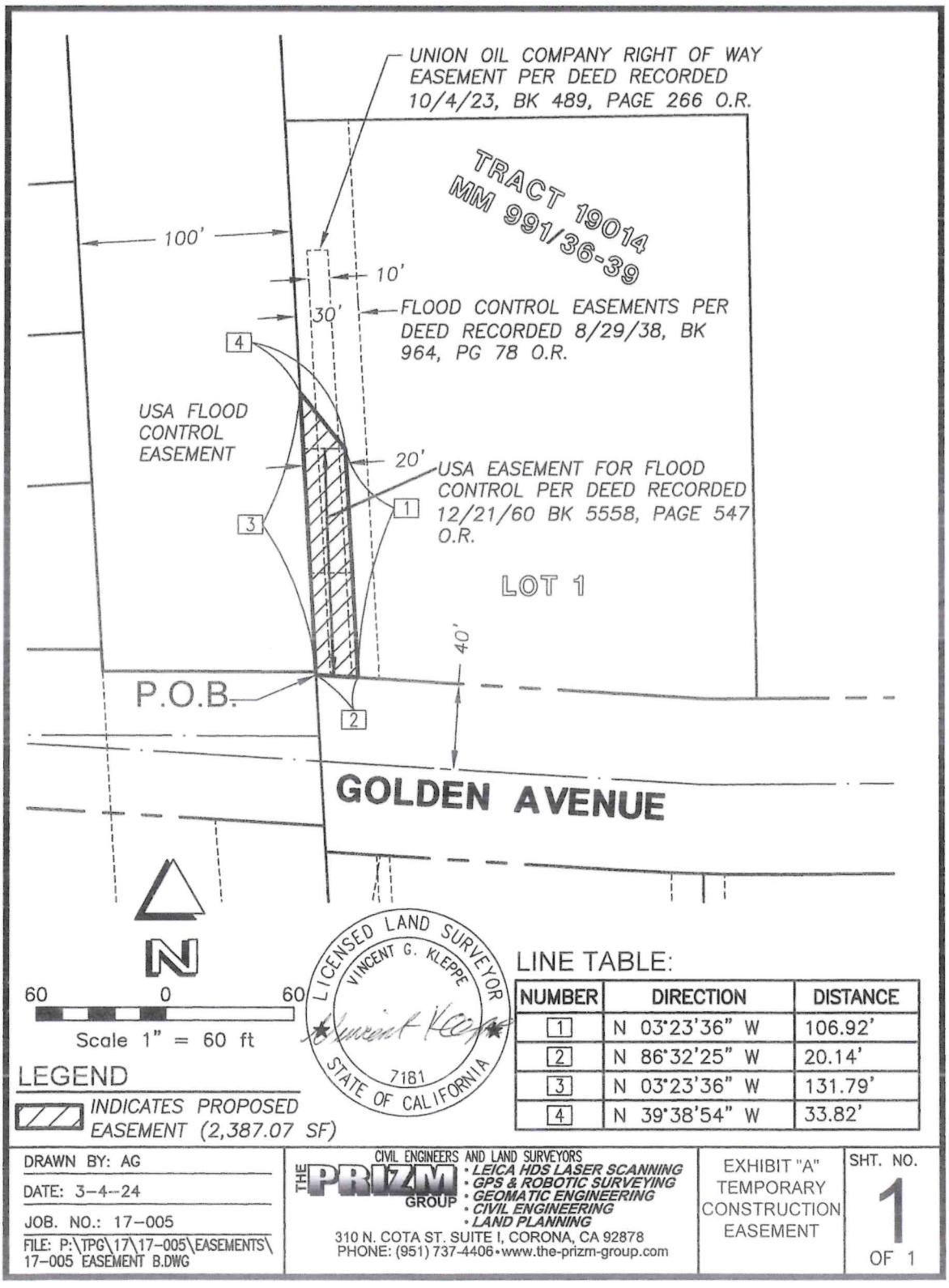
Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-4-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
P:/TPG/17/17-005/EASEMENT/17-005 TCE EASEMENT B.doc

EXHIBIT "B"
Plat Map – Temporary Construction Easement



LINE TABLE:

NUMBER	DIRECTION	DISTANCE
1	N 03°23'36" W	106.92'
2	N 86°32'25" W	20.14'
3	N 03°23'36" W	131.79'
4	N 39°38'54" W	33.82'

DRAWN BY: AG
DATE: 3-4-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT B.DWG

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PHONE: (951) 737-4406 • www.the-prizm-group.com

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

SHT. NO. 1 OF 1

CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the temporary construction easement more particularly described in Exhibit "A" and Exhibit "B" to the attached Temporary Construction Easement Deed to the undersigned City of Placentia ("City"), the provisions of which instrument are incorporated by this reference as though fully set forth in this certificate, is hereby accepted by the undersigned officer/agent on behalf of the City Council, and the Grantee consents to recordation thereof by its duly authorized officer.

APN: 334-021-15

By: _____

Name:

City of Placentia

Dated: _____

CITY OF PLACENTIA

SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

The City of Placentia ("City") is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property located at 27 units on Golden Avenue and Villena Way, City of Placentia, California, is within the Project area and is also identified by your County Assessor as Parcel No. 334-021-15.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom a public agency purchases real property or an interest therein or each tenant owning improvements on the property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.

2. The City will offer to purchase any remnant(s) considered by the City to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and is/are contiguous to the land being conveyed.

3. All buildings, structures, and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired are a 32.38 square foot permanent easement and a 2,387.07 square foot temporary construction easement, and said property is described and depicted in the attached legal descriptions and plat maps.

4. The market value of the property proposed to be acquired is based upon a market value appraisal that is included in the attached Appraisal OR summarized on the attached Valuation Summary Statement, and such amount:

    A. Represents the full amount of the appraisal of just compensation for the property to be purchased;

    B. Is not less than the approved appraisal of the fair-market value of the property;

    C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits that the owner is entitled to receive under an agreement with the City.

5. Pursuant to Code of Civil Procedure section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs up to Five Thousand Dollars ($5,000), subject to the following conditions:

   A. You, not the City, must order the appraisal. Should you enter into a contract with the selected appraiser, the City will not be a party to the contract;

   B. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREA), formerly known as the Office of Real Estate Appraisers;

   C. The appraisal cost reimbursement request must be made in writing and submitted to the City of Placentia c/o Epic Land Solutions, Inc. at 3850 Vine Street, Suite 200, Riverside CA 92507, Attn: Tyler Kelleher, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the City concurrent with the submission of the written request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.

7. If you ultimately elect to reject the City's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.

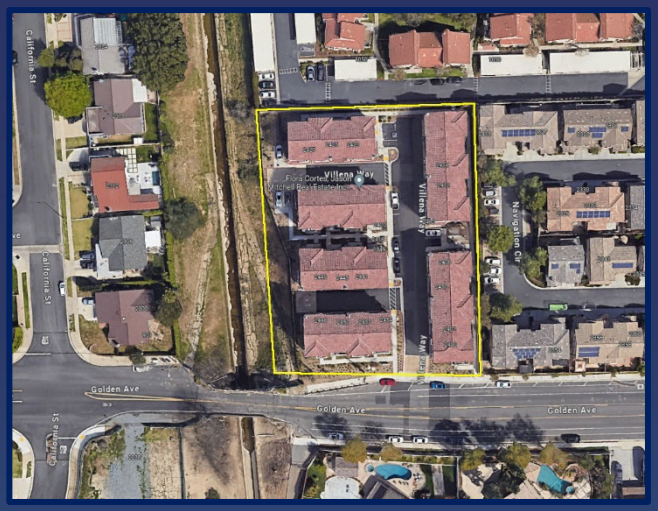
8. You are entitled to receive all benefits that are available through donation to the City of all or part of your interest in the real property sought to be acquired by the City as set out in Streets and Highways Code sections 104.2 and 104.12.

Valbridge
PROPERTY ADVISORS

Narrative Appraisal Report

Proposed Easement Acquisitions Golden Avenue Bridge
Villena Community Association
No Situs: 27 Units on Golden Avenue & Villena Way
Placentia, Orange County, California 92870

Report Date: October 21, 2024



FOR:

Epic Land Solutions, Inc.
Ms. Kari Anvick
Senior Regional Manager
1971 W. 190th Street, Suite 200
Torrance California 90504

Valbridge Property Advisors | Orange County
17822 17th Street, Suite 211
Tustin, CA 92780
(714) 449-0852 phone
jpenner@valbridge.com

Valbridge File Number:
CA06-24-0049

17822 17th Street, Suite 211
Tustin, CA 92780
(714) 449-0852 phone
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October 21, 2024

Ms. Kari Anvick
Senior Regional Manager
Epic Land Solutions, Inc.
1971 W. 190th Street, Suite 200
Torrance, California 90504

RE: Appraisal Report
Proposed Easement Acquisitions Golden Avenue Bridge
Villena Community Association
No Situs: 27 Units on Golden Avenue & Villena Way
Placentia, Orange County, California 92870

Dear Ms. Anvick:

In accordance with your request, an appraisal of the above referenced property was performed. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report. The Golden Avenue Bridge Project requires the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control area for which the bridge passes over. The project will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic.

The subject property, as referenced above, is located along Golden Avenue just east of the bridge over the storm channel and is further identified as Assessor's Parcel Number (APN) 334-021-15. The subject is a 1.30-acre or 56,584-square-foot site. The subject is improved with a set of recently constructed residential townhomes. The western end of the site contains a portion of the flood channel where the acquisition areas are located.

The purpose of this appraisal is to estimate Fair Market Value for a proposed permanent and temporary acquisition, considering the Market Value of the fee simple interest in the subject property. This appraisal is completed in conformance with Eminent Domain Laws, State and Local Laws, including the Caltrans Right of Way Manual dated July 2022, the Appraisal Institute, and regulations required by the State of California. The intended use of this appraisal is for negotiations with the subject property owner pursuant to the partial acquisition of some property interests. This report consists of a narrative appraisal report in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

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The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, Caltrans and no others.

Memorandum on Date of Value and Report:

The date of value in this report is April 2, 2024 the date of report is October 21, 2024. The proposed acquisition is a small portion of land in a flood channel with almost no residual property rights attributable to the fee owner and is of nominal value. The nominal value is rounded per the Caltrans Right of Way Manual. The temporary construction easement rental is for a small portion just above the nominal value range. The broader market for residential land values in the area has not shifted over the past year. Therefore, it is our professional opinion that the value conclusion in this report is unlikely to change materially between the date of value and the date of report.

The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	
Property Address	No Situs
Assessor Parcel Number (APN)	334-021-15
Effective Date of Value	April 2, 2024
Property Rights Appraised	Fee Simple
Owner Name	Villena Community Association
Zoning	R3
Right of Way Areas	
Value of Part Taken - Land (32.38 SF)	$500 - Nominal
Temporary Construction Easement (2387.07 SF)	$2,800
Fair Market Value of Proposed Acquisition	**$3,300**

Respectfully submitted,

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John D. Penner Jr.
Staff Appraiser
California License #AG3009243



John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

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Summary of Salient Facts

Property Name:	Villena Townhomes
Address:	No Situs: 27 Units on Golden Avenue & Villena Way Placentia, Orange County, California 92870
Assessor's Parcel Number:	334-021-15
Property Rights Appraised:	Fee Simple Underlying Land
Property Owner:	Villena Community Association
Site Size:	1.30 acres (56,584 square feet)
Zoning:	R3 - High Density Multiple-Family District
Flood Zone:	X (Not a Flood Hazard Area)
Existing Improvements	
Property Type:	Residential
Property Use:	Multifamily Other
Highest and Best Use	
As Vacant:	Develop Single Family Residential Use
Date of Report:	October 21, 2024
Effective Date of Value:	April 2, 2024

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$3,811,780	
Permanent Property Rights		
Value of Part Taken - Land (32.38 SF)	$113	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$113	$500 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$3,811,667	
Temporary Property Rights		
Temporary Construction Easement (2387.07 SF)	$2,800	$2,800
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$3,300**

Our findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which might have affected the assignment results:

Extraordinary Assumptions:

- None

Hypothetical Conditions:

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Aerial and Front Views

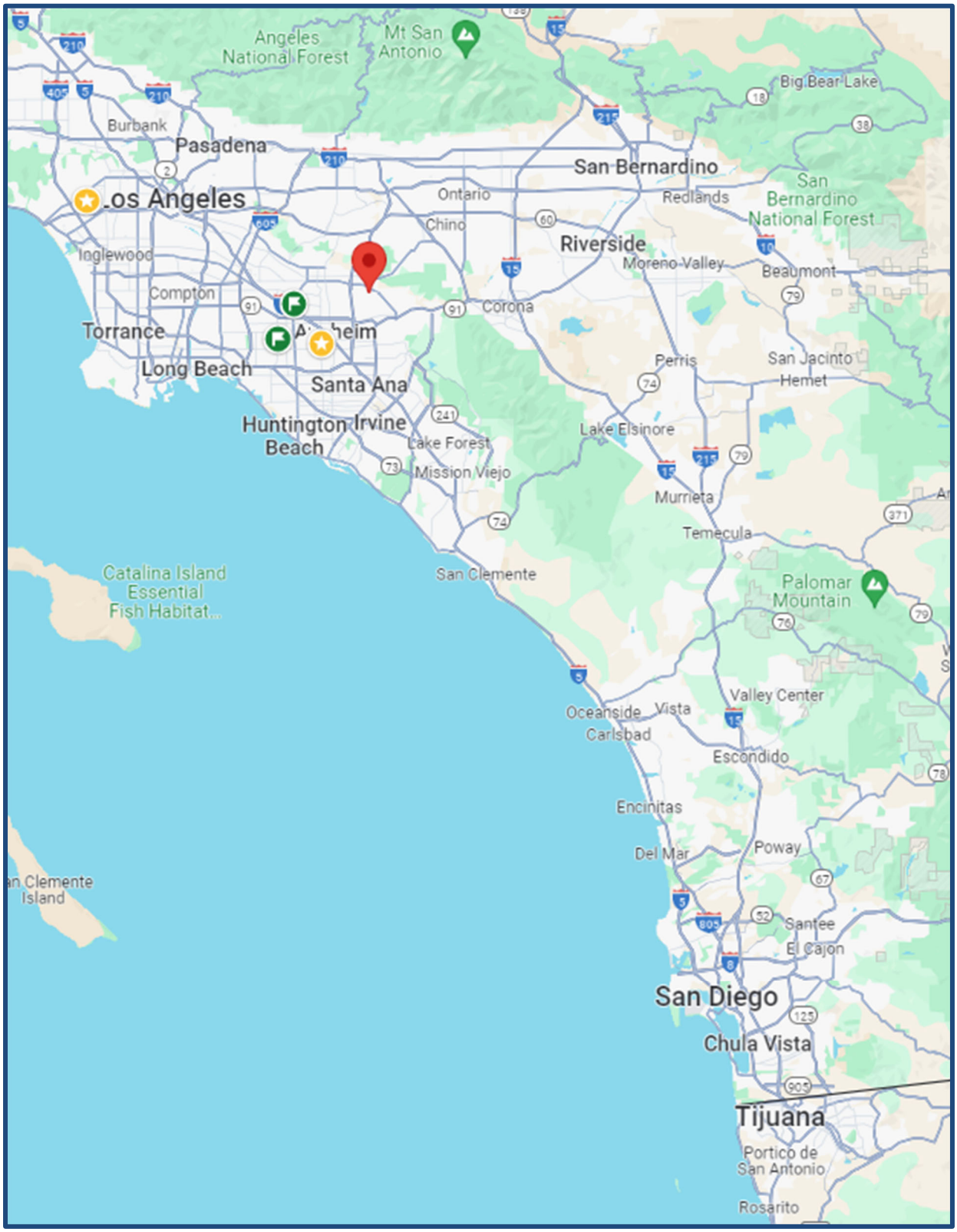


AERIAL VIEW



FRONT VIEW

Location Map



Introduction

Proposed Acquisition Description

The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control area for which the bridge passes over. The proposed easements are within existing flood control easement areas.

Client and Intended Users of the Appraisal

The client in this assignment is Epic Land Solutions, Inc. and the intended users are Epic Land Solutions, the City of Placentia, Caltrans and no others. Under no circumstances shall any of the following parties be entitled to use or rely on the appraisal or this appraisal report:

Intended Use of the Appraisal

The intended use of this report is for determine fair market value of a proposed acquisition.

Real Estate Identification

The subject property is located at No Situs: 27 Units on Golden Avenue and Villena Way, Placentia, Orange County, California 92870. The subject property is further identified by Assessor Parcel Number 334-021-15.

Legal Description

A copy of the legal description is included in the title guarantee in the addenda and legal descriptions of the acquisitions are located in the condemnation section.

Use of Real Estate as of the Effective Date of Value and the Date of this Report

As of the effective date of the appraisal, the subject was an underlying parcel for a community of townhomes.

Ownership of the Property

According to the Public Record and Title Guarantee, title to the subject property is vested in Villena Community Association.

History of the Property

The property was identified as an association property and recorded in a condominium plan instrument on July 16, 2021. Prior to developing townhomes, the property was used for petroleum drilling with small oil wells and auxiliary related structures. Title transfer and sale information from this land property to the townhome developer was not contained in the title report and is not otherwise available in our data providers.

Listings, Offers, and/or Contracts

The subject property is not presently listed for sale.

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Notice to Appraise

A notice of intent to appraise the subject property was sent to the property owner by the City of Placentia. on March 11, 2024. An exterior inspection was performed by John Penner, Jr. and John D. Penner of Valbridge Property Advisors | Orange County on April 2, 2024 for the purpose of this appraisal.

Type and Definition of Value

The measure of Fair Market Value for eminent domain purposes as defined in the Civil Code is:

(a) The fair-market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair-market value of property taken for which there is no relevant comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.[1]

Exclusions from Fair Market Value

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

(a) The project for which the property is taken.
(b) The eminent domain proceeding in which the property is taken.
(c) Any preliminary actions of the plaintiff relating to the taking of the property.[2]

Condemnation Blight and Project Enhancement: Condemnation blight is a diminution in the market value of a property due to pending condemnation action[3]; project *enhancement* is an increase in a property's market value in anticipation of a public project requiring condemnation action. As a general rule, the appraiser cannot properly consider either of these factors in the before situation when estimating highest and best use or value.

Eminent Domain Terminology

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[4]

[1] California Code of Civil Procedure, Section 1263.320

[2] Ibid, § 1263.330

[3] Real Estate Valuation in Litigation, Appraisal Institute, Second Edition

[4] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Leased Fee Estate

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).[5]

Easement

The right to use another's land for a stated purpose.[6] Access or right-of-way easements may be acquired by private parties or public utilities. Governments may be the beneficiaries of easements placed on privately owned land that is dedicated to conservation, open space or preservation.

Temporary Easement

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.[7]

Larger Parcel Theory

In condemnation proceedings, the parcel(s) of land under the beneficial control of a single individual or entity has the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making this determination are contiguity or proximity (as it bears on the highest and best use of the property), unity of ownership, and unity of highest and best use. If applicable, analysis of the subject's larger parcel is contained in the highest and best use section.

The larger parcel may be a whole parcel, part of a parcel, or several parcels, depending upon the unity of legal ownership, unity of use, and contiguity. For unity of title, the parcel(s) must be owned or controlled by the same individual or group of individuals. Unity of use requires that the parcel(s) possess the same use, or an integrated use, with the land. It is controlled by the highest and best use of the parcel(s). Although contiguity is not always required, parcels sharing this unity are usually physically contiguous. If two parcels are separate and devoted to different uses, the taking of one parcel will not damage the other.

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Per the scope of our assignment, we developed opinions of value for the subject property under the following scenarios of value:

VALUATION SCENARIOS TABLE

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

We completed an appraisal inspection of the subject property on April 2, 2024.

[5]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[6]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

[7]The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Date of Report

The date of this report is October 21, 2024, which is the same as the date of the letter of transmittal.

List of Items Requested but Not Provided

- None

Assumptions and Conditions of the Appraisal

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are subject to the General Assumptions and Limiting Conditions contained in the report. The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions which may have impacted the assignment results:

Extraordinary Assumptions

- None

Hypothetical Conditions

- Per Section 1263.330 of the California Code of Civil Procedures, the valuation of the subject larger parcel does not include any increase or decrease in the value attributed to the proposed project.

Scope of Work

The elements addressed in the Scope of Work are: (1) the extent to which the subject property is identified, (2) the extent to which the subject property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed as below.

Extent to Which the Property Was Identified

- Legal Characteristics - The subject was legally identified via public records, legal description, and plat map.
- Economic Characteristics - Economic characteristics of the subject property were identified via market participant surveys, our company database, and/or third party sources, as well as a comparison to properties with similar locational and physical characteristics.
- Physical Characteristics - The subject was physically identified via an appraisal inspection of the exterior and proposed acquisition areas.

Extent to Which the Property Was Inspected

We inspected the subject on April 2, 2024.

Type and Extent of Data Researched

In valuing the concluded larger parcel, we researched and analyzed: 1) market area data, 2) property-specific market data, 3) zoning and land-use data, and 4) current data on comparable listings, sales, and rentals in the competitive market area.

Type and Extent of Analysis Applied (Valuation Methodology)

We observed surrounding land use trends, the condition of the improvements, demand for the subject property, and relevant legal limitations in concluding a highest and best use. We then valued the subject based on the highest and best use conclusion.

Appraisers develop an opinion of property value with specific appraisal procedures that reflect three distinct methods of data analysis: the cost approach, sales comparison approach, and income capitalization approach. One or more of these approaches are used in all estimations of value.

- Cost Approach - In the cost approach, the value indication reflects the sum of current depreciated replacement or reproduction cost, land value, and an appropriate entrepreneurial incentive or profit.
- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and/or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between the subject and the comparables.
- Income Capitalization Approach - In the income capitalization approach, value is indicated by the capitalization of anticipated future income. There are two types of capitalization: direct capitalization and yield capitalization, more commonly known as discounted cash flow (DCF) analysis.

All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased, and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Appraisal Conformity and Report Type

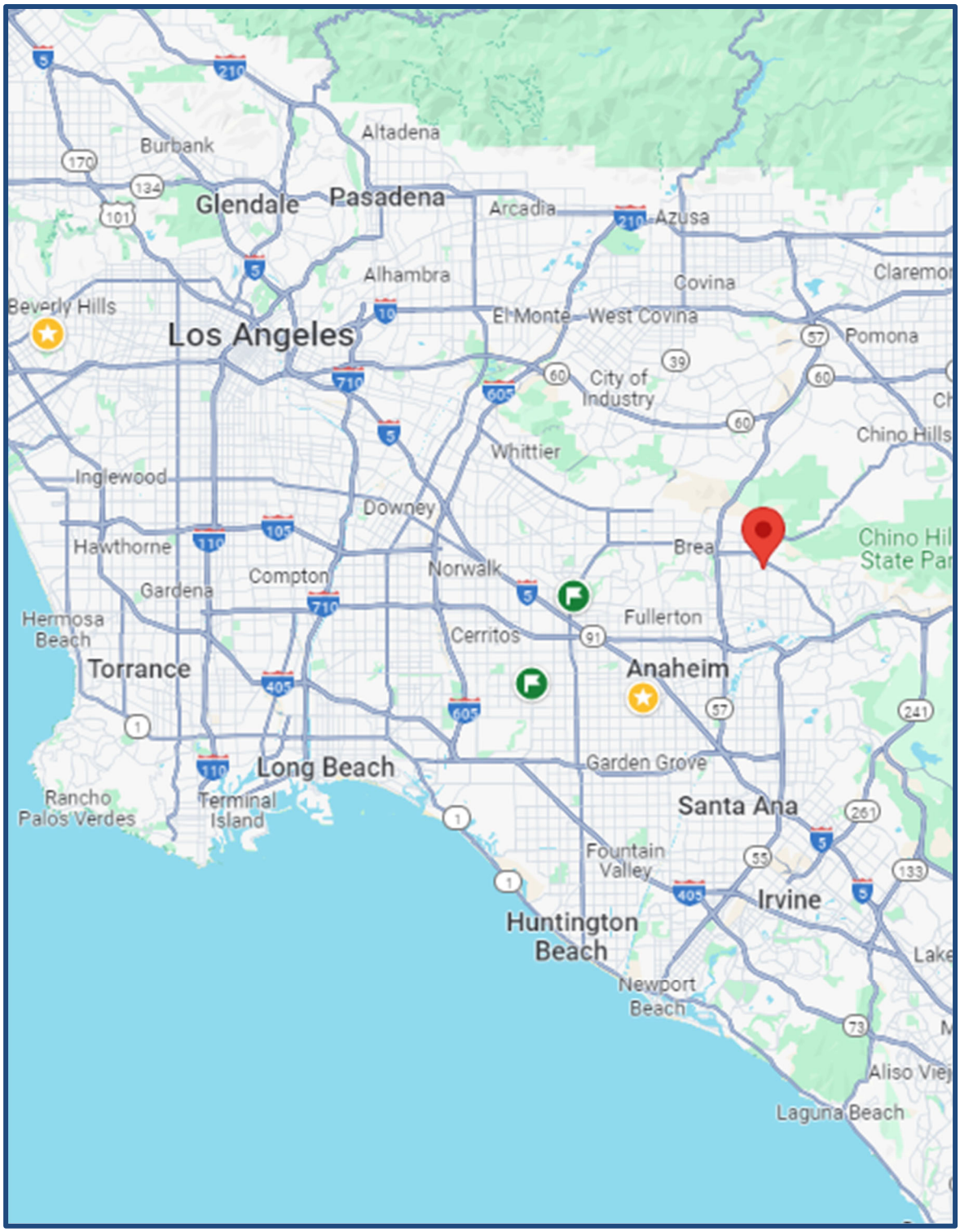
We developed our analyses, opinions, and conclusions and prepared this report in conformity with state regulations in the California Code of Civil Procedure and the Caltrans Right of Way Manual dated July 2021, the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional Area Analysis

REGIONAL MAP



Regional Data

The subject property is located in the County of Orange. Orange County is one of six counties which comprise the Southern California Metropolitan Region. The other counties are Los Angeles, San Bernardino, Riverside, Ventura, and San Diego. This region represents one of the most diversified economic environments in the world. Strengths include aerospace, import/export trade, entertainment, defense, tourism, technology, apparel, and education. Located on the previous page is a map that shows the subject in relation to the surrounding region.

These counties have been, and continue to be, interdependent upon one another for a variety of goods and services. Los Angeles County led the region with an explosive population growth after World War II. This growth was attributed largely to in-migration from other states. New residents were attracted to the area for employment and climate-related reasons. Los Angeles became the industrial base for the region, while the adjacent counties remained agricultural, especially in citrus farming. As Los Angeles County built up, the adjoining counties began to experience a spillover effect; first in population, then in industry.

Location

Orange County is situated directly southeast of Los Angeles County and remained primarily rural until after World War II. The county occupies a total of 798 square miles, stretching along 42 miles of Pacific coastline and extending some 25 miles inland. The eastern mountain region, which includes the Cleveland National Forest, is largely uninhabited. The majority of the population is concentrated in the northwest and central portions of the county and stretches south along the coast. Other counties bordering the County of Orange are Riverside to the east, San Diego to the south, and San Bernardino to the northeast.

Early development in the county primarily consisted of agricultural activity related to wine, citrus, and ranching. Farmers and ranchers were drawn to the area by the ample water supply and fertile soil. With the advent of the railroads in the late 1800s, shipping to the east coast by rail became a reality, and the citrus industry began to blossom, hence the name “Orange” County. The county was split off from Los Angeles and incorporated in 1889. In the early 1900s, small towns began to form in the northwest and central portions of the county. Expansion generally followed the Red Car commuter rail line in the earlier portion of the decade and later the freeway system followed which led to a large influx of new residents from the neighboring County of Los Angeles. Heavy growth continued through the 1950s, 60s, 70s, and 80s, as Orange County began to emerge as a center for high-tech and aerospace-related industries along with strengths in tourism and service.

Demographics

Although geographically small, Orange County is a major market, both on a statewide and national basis. It ranks third in population among California's 58 counties and sixth nationally. Currently, it represents 8% of California's total population. The following table demonstrates the growth of Orange County over the last four decades and population projections to the year 2030.

SOUTHERN CALIFORNIA POPULATION TRENDS

County	1980 Census	1990 Census	2000 Census	2010 Census	2020 Population	2022 Population	2023 Population	Annual % Change 22/23	2030 Projection
Los Angeles	7,477,421	8,832,500	8,497,192	9,818,605	10,135,614	9,840,925	9,825,708	-0.15%	9,566,663
Orange	**1,932,708**	**2,398,400**	**2,662,686**	**3,010,232**	**3,180,491**	**3,154,042**	**3,142,277**	**-0.37%**	**3,201,361**
Riverside	663,199	1,144,400	1,117,163	2,189,641	2,440,719	2,432,203	2,431,254	-0.04%	2,540,559
San Bernardino	895,016	1,396,600	1,410,332	2,035,210	2,175,424	2,179,263	2,170,593	-0.40%	2,257,518
San Diego	1,861,846	2,480,100	2,355,638	3,095,313	3,331,279	3,293,911	3,297,860	0.12%	3,373,792
Ventura	529,174	666,800	657,474	823,318	841,219	830,434	825,937	-0.54%	805,456
Totals:	13,359,364	16,918,800	16,700,485	20,972,319	22,104,746	21,730,778	21,693,629	-0.17%	21,745,349

Source: State Department of Finance - 2023

The communities of Riverside and San Bernardino have been the biggest beneficiaries of this trend, becoming two of the fastest-growing areas in the country over the last ten years. Strong growth into outlying areas is made possible by the extensive freeway system that exists throughout the Southern California basin. This freeway system allows the region's labor force to commute from surrounding counties and form economic bases in the surrounding counties themselves. During the last few decades, the County of Orange has maintained a strong growth rate despite dwindling land area available for development due to a surging economy. In just the past few years, Southern California population has begun to decline slightly in all counties except for San Diego. However, the Department of Finance's projection to the year 2030 indicates Orange County is expected to experience minor growth, along with most of the state, with most of this growth occurring in the eastern and southern portions of the county.

Employment

The Southern California region constitutes one of the most diversified economic environments in the world. This region is the largest center for business services and international trade in the United States, which produced $1.57 trillion worth of goods in services in 2022. Numerous business firms listed in the Fortune 500 have headquarters here. Per World Bank international business statistics, Orange County had a 2022 gross domestic product of $314 billion, making it the 44th largest economy in the world, just above the country of Romania. The county enjoys strengths in services, high-tech manufacturing, and tourism. Income levels are among the highest in the nation.

Unemployment Rates

Area	YE 2018	YE 2019	YE 2020	YE 2021	YE 2022	YE 2023
United States	4.5%	4.4%	4.0%	6.8%	4.4%	3.7%
California	4.8%	4.3%	4.0%	9.2%	5.5%	4.9%
Los Angeles-Long Beach-Anaheim	4.5%	4.2%	4.0%	11.5%	5.7%	4.7%
Los Angeles County, CA	3.1%	3.0%	2.8%	6.4%	4.2%	5.0%
Source www.bls.gov						

The following table shows a breakdown of some of the important employment sectors within the county:

ORANGE COUNTY EMPLOYMENT SECTORS

Employment by Industry - Orange County

Industry	Total Jobs	Percentage
Farm	1,400	0.08%
Mining & Logging	300	0.02%
Construction	112,000	6.42%
Manufacturing	155,300	8.90%
Transportation, Utilities	272,600	15.62%
Information	24,600	1.41%
Financial Activities	111,600	6.40%
Professional & Business Services	343,300	19.67%
Educational & Health Services	268,300	15.38%
Leisure & Hospitality	234,600	13.44%
Other Services	55,200	3.16%
Government	165,700	9.50%
Total	1,744,900	100.00%

The table above indicates concentrations in some of the county's top employment sectors. Major employers in the county include The Walt Disney Company, University of California – Irvine, County of Orange, St. Joseph Health, Kaiser Permanente, Albertsons, Target Corp., Walmart Inc., Hoag Memorial Hospital Presbyterian, The Boeing Company, Memorial Care Health System, California State University – Fullerton, Bank of America Corp., Edwards Life Sciences, Parker Aerospace, Allied Universal, Home Depot Inc., The Irvine Company, Cedar Fair LP, and United Health Group Inc.

The wholesale/retail trade sector is bolstered by a large population, whose residents have among the highest disposable incomes in the country. The driving force behind the service sector is the presence of various tourist attractions including Disneyland, Knott's Berry Farm, and an extensive coastline that features many high-end hotels/resorts. According to The Economic Impact of Travel in California report, prepared by Dean Runyan Associates in April 2023, "Travel spending in 2022 increased to $134.4 billion across California, a 31.7% increase over 2021 that brought spending 93% of the way to pre-pandemic levels." In Orange County, tourist spending hit $13.2 billion in 2022, an almost 4% increase from the prior pre-pandemic high of $12.7 billion reached in 2019. The following table indicates tourist spending trends in Orange County area from 2013 to 2022:

Year	Tourist Spending
2013	$9.7 billion
2014	$10.4 billion
2015	$11.2 billion
2016	$11.9 billion
2017	$12.3 billion
2018	$12.2 billion
2019	$12.7 billion
2020	$5.9 billion
2021	$9.8 billion
2022	$13.2 billion

Source: Orange County Visitors Association

Historically, Orange County has experienced a steady increase in retail, hospitality and tourism, but that trajectory changed when the pandemic shocked the economy. The county's tourism industry took a major hit because of the coronavirus outbreak, losing large amounts of employment across the job market from 2019 to 2020. By 2021, California launched its "Calling all Californians" campaign, which encouraged interstate travel to help jump start the economy again after the fall off in tourism during the pandemic. The reopening of hospitality and tourist attractions sparked a trend of regrowth for Orange County's tourist based economical sector, which has rebounded beyond pre-pandemic levels.

Transportation

The Orange County transportation system includes an extensive freeway network. The backbone of this freeway system is the Santa Ana (5) Freeway, which extends the entire length of the state. An estimated 56% of the county population resides within three miles of the freeway (along with two-thirds of the county's jobs). Major north-south freeway routes include the Santa Ana (5) and the San Diego (405) Freeways. The major east-west freeway route is the Riverside (91), which connects parts of Los Angeles County with the inland communities of Riverside and San Bernardino. Other freeways include the Orange (57), Garden Grove (22), Newport (55), and the Corona Del Mar (73) Freeways. These freeways, along with connecting freeways throughout the region, constitute the most expansive network in the world. However, in recent years, the freeways have become increasingly congested, due to a growing number of motorists and inadequate maintenance/improvements. Much of this congestion has been caused by continued population growth and commuter traffic from the inland communities of Riverside and San Bernardino, as well as South Orange County.

A major public works project is underway to provide alternative transportation routes for commuting residents. In 1990, Orange County residents voted in favor of Measure M, which instituted a 1/2 cent sales tax for transportation improvements. Major projects consist of a widening of the Santa Ana (5) Freeway, new diamond lanes on the Riverside (91), Orange (57), and Costa Mesa (55) Freeways, and the "Smart Street" improvements of Katella Avenue and Imperial Highway. Other projects include the privately funded toll roads completed in the eastern portion of the county and the San Joaquin corridor in the southern portion. The regional rail system has also been expanded to Orange County, with numerous Metro-link stops during peak commuting times between Los Angeles and Irvine. This system provides alternative transportation for commuters and residents to numerous destinations throughout the metropolitan area, including Los Angeles International Airport (LAX).

Other transportation features of the county include John Wayne International Airport (SNA), public bus service, Amtrak passenger rail service, and several freight rail lines. Access to shipping is provided by the deep-water ports of Long Beach and Los Angeles, which are located to the north of the county. These mega-ports handle one-third of the total U.S. Pacific Coast cargo, with an estimated worth of $124 billion, and are among the four busiest trade areas in the world. Additional airport facilities include the relatively nearby LAX, Ontario, and Long Beach Airports.

Quality of Life

Orange County enjoys a mild Mediterranean climate. Temperatures generally range from 60 to 75 degrees in the winter and 75 to 85 degrees in the summer. Coastal and desert influences keep rain and moisture to a minimum, providing a year-round outdoor atmosphere. The area's predominately warm, sunny climate helps draw more than 47 million tourists a year to Orange County. Orange County enjoys immediate proximity to numerous beaches and is within an hour's distance of the mountain

and desert areas of Southern California. However, smog presents a constant problem to the Southern California environment. Coastal communities, like Orange County, benefit from ocean breezes that blow the smog further inland; however, smog has also grown as a problem in Orange County due to the continued growth in population, hence automobiles. The region has implemented measures, such as cleaner gas, carpooling, and the metro-link rail system.

Education

Adding to the strong infrastructure in the region is a complete and diversified educational system. There are more than 150 public and private universities and colleges throughout Southern California. These institutions provide a highly trained and skilled workforce for high-tech firms and businesses located in the area. Some of the larger institutions located in Orange County are listed below. There are also several two-year colleges and extension courses offered at various universities within the region.

University of California at Irvine	Chapman University
California State University at Fullerton	Western State Law University
Hope University	Concordia University
Vanguard University	Soka University

Housing Trends

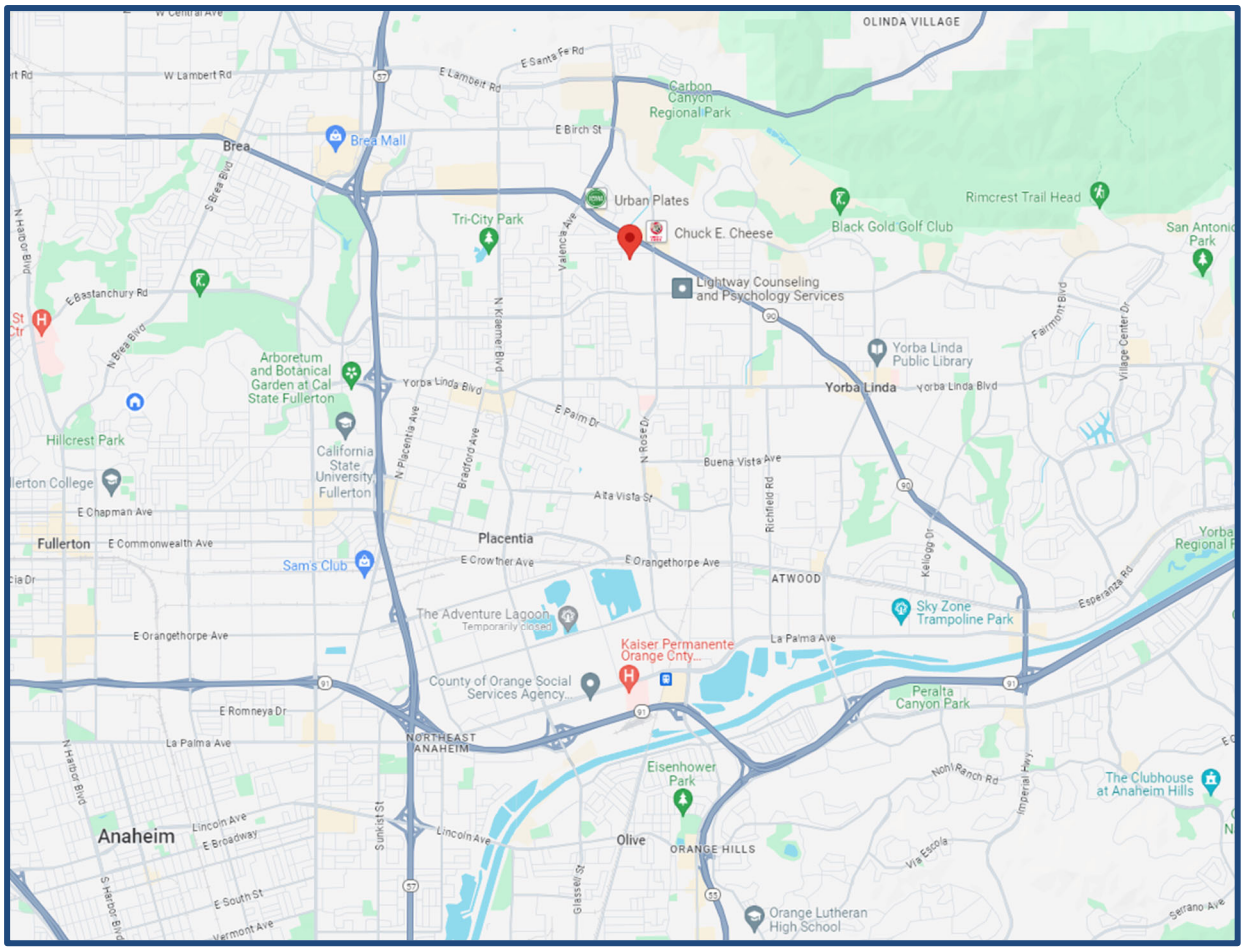
Residential housing in Orange County, like most of the nation, experienced the largest drop in prices (30% to 40%) since the Great Depression of the 1930s during the "Great Recession" of 2007 thru 2011. Since then, housing prices have continued to reach all-time highs despite interest rate hikes from the Federal Reserve. The current median home price for Orange County is an unprecedented $1.2 million, spurred by a lack of inventory and a surprisingly resilient economy. Apartment rental rates are also exceptionally high, and there is a large number of new apartment projects under construction or planned in the county.

Summary

The availability of a strong transportation system provides for quick access to the many business and industrial centers throughout Southern California. As a result, a diversified economic base provides stability for the region. The lack of available housing inventory has fueled rising home prices in recent years. The effects of the pandemic have begun to dissipate as unemployment has improved to current rates from nearly 20% during the pandemic. Despite the improvement, there is still some uncertainty as it relates to the high levels of government debt, higher interest rates, the ups and downs of the stock market, and global instability. Overall, Orange County appears to be faring better than most areas in California and is expected to continue to do so.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Neighborhood Data

The subject property is situated in the northern portion of Orange County in the City of Placentia. Placentia is approximately 24 miles southeast of downtown Los Angeles, and 8 miles north of the County Seat of Santa Ana. The City comprises 6.7 square miles and has a present population of 51,932 residents. Communities in the surrounding this area include: Fullerton, Brea, Yorba Linda, Anaheim and Orange. Located on the previous page is a map of the City.

Placentia was originally part of the 35,970 acre Rancho San Juan Cajon de Santa Ana that was granted to Juan Pacifico Ontiveros in 1837. Early settlers in this area included Daniel Kraemer, William McFadden, Charles Wagner and Albert S. Bradford. The early economy was based upon sheep and cattle grazing, and agriculture. The Valencia Orange was developed in Placentia by Richard Gilman in the 1880's and led to the spread of the citrus industry throughout Southern California. The townsite of Placentia was surveyed in 1910. A Santa Fe Railroad station was added this same year to support the emerging agriculture and packing industries. Oil was discovered in 1919 in the southeast portion of the city. This event led to an influx of new residents in the area and the incorporation of the city in 1926. Population slowly grew until the 1960's when a number of orange groves were replaced with new housing tracts. An historical progression of Placentia's population is shown below.

Year	1960	1970	1980	1990	2000	2010	2020
Population	5,900	21,900	35,041	41,259	46,488	50,533	51,824

Today, the City of Placentia is a suburban community that is 90% built-out. Placentia, which stands for "a pleasant place" in Spanish, is mostly comprised of single family residences. The city has a strong school system with two high schools and affords a relatively good quality of life. Homes generally range in price from $400,000 to $1,200,000 with a median price of $1,004,000. The median household income is $103,041. Transportation is provided by the Orange (57) Freeway, which borders the city to the west side. The Riverside (91) Freeway is also located just south of the city with connections to the nearby Newport (55) Freeway. Major thoroughfares include: Yorba Linda Boulevard, Orangethorpe Avenue, Chapman Avenue, Kraemer Boulevard and Rose Drive.

Employment is provided at a number of businesses in the surrounding area. The largest employers in the city are the Placentia/Yorba Linda School District, Placentia Linda Community Hospital, The Hartwell Corporation, Knott's Berry Farm Foods, Best Foods Baking Group, and A-1 Carbide. Higher education is provided by the nearby California State University Fullerton and Fullerton College. Commercial development in the city is primarily concentrated along the major boulevards. Industrial development occupies a small portion of the city to the south of the Santa Fe Railroad line. This rail line runs in an east-west direction and meets up with other Los Angeles and Orange County routes at a nearby junction in Fullerton. Current multi-million dollar rail projects in Placentia include the delayed "On-Trac" project and five grade separation projects in progress with several already completed. The remaining vacant land area in the city is located in the eastern portion of the city and up until 10-15 years ago was utilized for oil production. The 18 hole Alta Vista Golf course was constructed in this area and minimal new housing is presently under construction in the entire city.

Immediate Surroundings

The subject property is located at the eastern border of Placentia. The areas to the west, including the flood control are within the boundary of the City of Placentia. The surrounding area is primarily residential in nature with some retail development along Imperial Highway to the north. The predominate use in the area is single family homes on tracts constructed primarily in the 1960s and 1970s. Income levels range from middle to upper income. The area is primarily built-up and in a mature stage of development. The land to the north was until recently a large lot with a single home but has since been developed into townhomes.

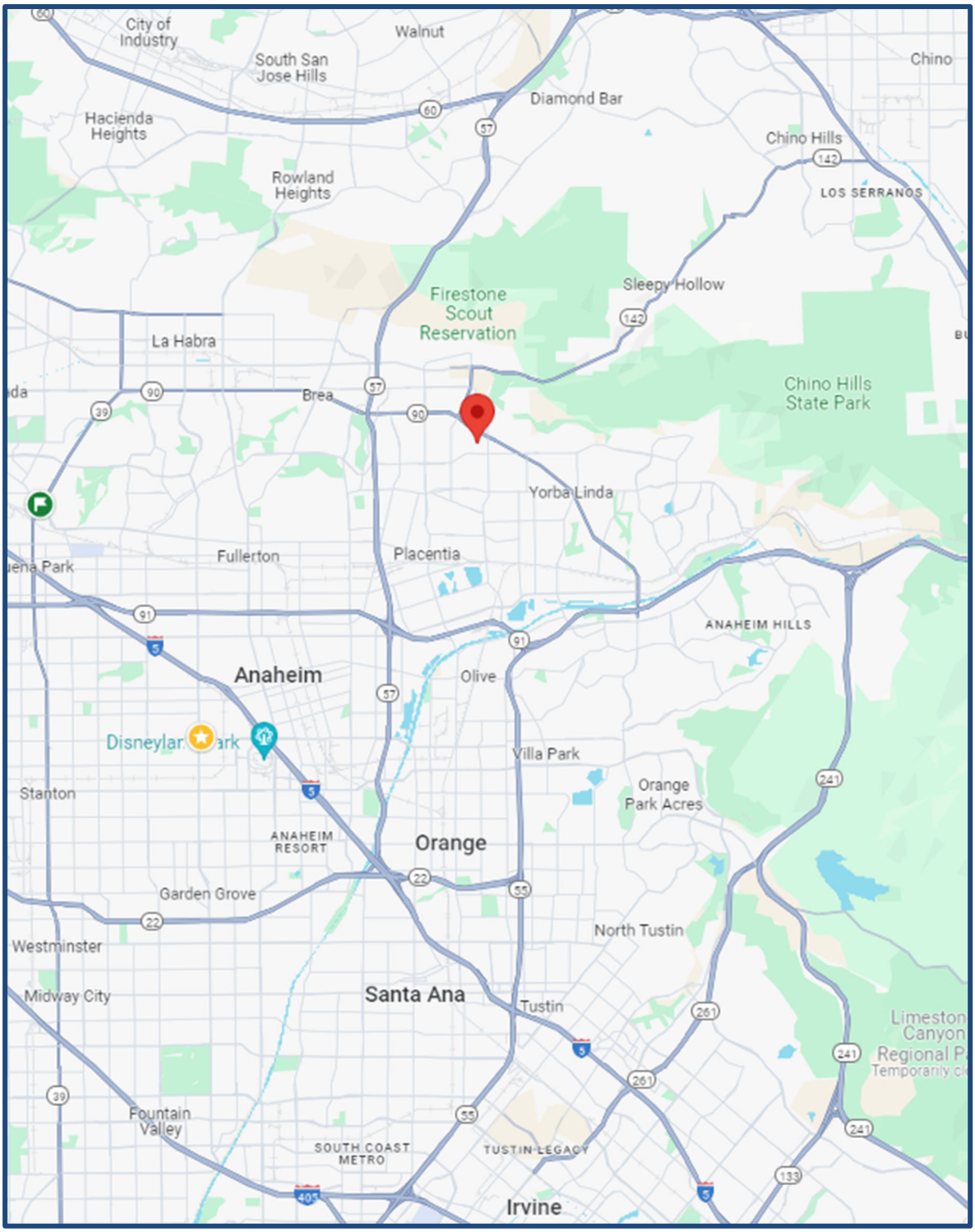
Summary

In conclusion, the City of Placentia is a suburban community offering an array of middle income housing. The city has a small town atmosphere and enjoys a good quality of life. Employment is plentiful in the surrounding area and there are many nearby destinations including Disneyland, Knott's Berry Farm, Angel Stadium, the Arrowhead Pond and the Pacific Ocean. Transportation is good with two freeways located in close proximity. The subject property is located in the northeastern portion of the city, which is generally residential in nature. Overall, the City of Placentia is expected to fair similar to the County as a whole in the foreseeable future.

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Market Analysis

MARKET AREA MAP



Regional Apartment Market

The Orange County apartment market began to stabilize in early 2013 and has since continued to rebound with increases in rental rates and decreased vacancy rates. Present low vacancies have persisted for the past 4 years. This combined with current interest rates has caused demand by investors for multifamily units in the region. The typical exposure time for listings has also dropped. Presented below is a table showing the four major Southern California Markets.

SOUTHERN CALIFORNIA TOTAL MULTI-FAMILY MARKET OVERVIEW

Total Multi-Family Market	# of buildings	Total Units	Vacant Units	Vacancy Rate	SF Net Absorbtion	Units Under Construction	Avg. Asking Lease Rate
Inland Empire - CA	4,548	173,704	11,869	6.8%	760	6,140	$2,026
Los Angeles - CA	58,066	1,034,664	53,864	5.2%	3,653	23,477	$2,246
Orange County - CA	**6,044**	**251,157**	**10,100**	**4.0%**	**2,134**	**6,523**	**$2,613**
San Diego - CA	10,931	278,083	14,948	5.4%	-721	7,996	$2,432
Totals:	**79,589**	**1,737,608**	**90,780**	**5.2%**	**5,826**	**44,136**	**$2,307**

Source: CoStar Q1 2024

As discussed in the Regional Analysis, the market has continued to stabilize. The above table shows construction activity is underway for Orange County. The effect of the demand for rental units, a relatively moderate rate of construction, and investor demand for apartment buildings has created a shift from a buyer's market to a seller's market. The new construction has begun to slow the fast rise in rental rates that has occurred in the last few years. Demand for apartment investments remains high with many areas in the market in an undersupply of housing and many older properties being renovated. Employment in the area remains strong and the population is increasing.

Local Apartment Market

The subject property is located in the city of Placentia, which is part of the North County submarket. The apartment market in the area benefits from its accessibility to the surrounding region. The area is proximate to the Anaheim Resort Area, the 91 Freeway, 57 Freeway, and 55 Freeway. The neighborhood is primarily residential and retail in nature, and it is for the most part a medium income demographic area. Vacancy has slowly begun to show signs of increase. As rental rates continue to increase in the surrounding areas and new construction remains limited, we believe that demand and occupancy levels are likely to remain stable. Asking rental rates in the subject's neighborhood are among the lowest in Orange County. These data points are presented in the following table.

ORANGE COUNTY MULTI FAMILY MARKET OVERVIEW

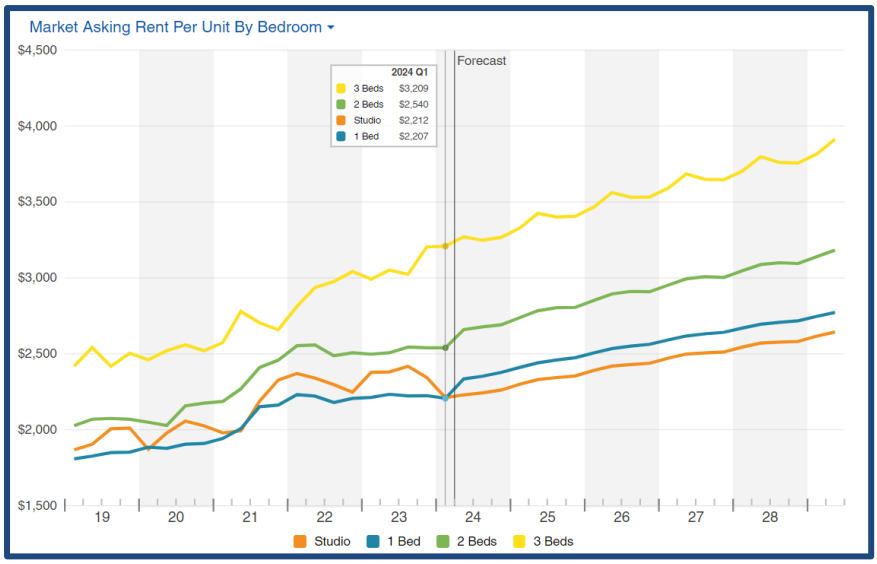
Total Multi-Family Market	# of buildings	Total Units	Vacant Units	Vacancy Rate	SF Net Absorbtion	Units Under Construction	Avg. Asking Lease Rate
Anaheim	1,112	36,241	1,269	3.5%	199	990	$2,206
Central OC East of I-5	309	10,246	510	5.0%	247	0	$2,457
Central OC West of I-5	1,506	42,240	1,913	4.5%	864	321	$2,290
Costa Mesa	530	17,173	577	3.4%	145	200	$2,554
Huntington Beach/Seal Beach	643	15,853	491	3.1%	111	0	$2,680
Irvine	99	42,244	1,508	3.6%	393	4,197	$3,120
Newport Beach	134	9,291	310	3.3%	(76)	0	$3,381
North County	**1,181**	**38,693**	**1,824**	**4.7%**	**135**	**380**	**$2,313**
South County	398	29,240	1,390	4.8%	185	435	$2,870
Tustin	130	**9,926**	307	**3.1%**	**(66)**	0	$2,486
Totals:	**6,044**	**251,157**	**10,100**	**4.0%**	**2,134**	**6,523**	**$2,613**

Source: CoStar Q1 2024

The following chart illustrates the average asking rents for the varying unit types for the multi-family residential market for the city of Placentia. Vacancy Rates in the North County area is 4.7%, which is

slightly higher than the Orange County average of 4.0%, with an average asking lease rate of $2,313, which is 11.5% lower than the Orange County average of $2,613.

ASKING RENT TRENDS BY UNIT TYPE: PLACENTIA



Source: Costar

The subject is located in the City of Placentia, and as such is not under rent control. However, The State of California has instituted a new rent control law as of January 1st, 2020, that affects all apartment buildings in the State. This only affects existing tenant rent increases not vacant unit increases. State rent control restricts annual rent increases to 5% plus cost of living (CPI), or 10% of the lowest gross rental rate charged for that dwelling unit at any time during the 12 months prior to the effective date of the increase (both of which exclude any prior discounts, incentives, concessions or credits).

Conclusion

Within the last year, apartment rental rates have continued to increase, and vacancy has remained low; however, with the Federal Reserve raising interest rates the increase in rental rates has slowed. Apartment properties have remained a preferred investment over other property types, due to their favorably perceived risk/return position. Investor demand for apartment communities has tempered as interest rates have increased due to the Feds actions to slow inflation, increases in rental rates have slowed, capitalization rates have been on an increasing trend, and currently ranging from 3.5% to 5.5% in Orange County. Cap rates are also dependent on whether the leases are at market, as investors will purchase units with under market leases with the anticipation that rents can be raised upon turnover, leading to lower cap rates. Even with several large new apartment complexes coming on-line during the last few years, rental rates have continued to increase. Given the positive market trends and the stability of the Orange County area, it is our opinion that the short and long-term outlook for residential apartment complexes remains positive.

Regional Single-Family Market

According to the National Association of REALTORS®(NAR), existing-home sales improved for the second month in a row, jumping 9.5% to a seasonally adjusted annual rate of 4.38 million units. This improvement exceeded economists' expectations and marked the largest monthly gain in a year. The

rebound in home sales comes amid fluctuating mortgage rates and elevated sales prices, indicating there is plenty of buyer demand heading into the spring selling season.

New listings decreased 15.6% for detached homes and 8.0% for attached homes. Pending sales decreased 31.0% for detached homes and 36.9% for attached homes. Inventory decreased 15.3% for detached homes and 9.2% for attached homes.

Median sales price increased 13.5% to $1,430,000 for detached homes and 9.2% to $765,000 for attached homes. Days on market decreased 41.0% for detached homes and 30.6% for attached homes. Months' supply of inventory decreased 5.3% for detached homes but remained flat for attached homes.

The recent surge in home sales was likely due to a dip in mortgage rates in December and an increase in housing supply nationwide. According to NAR, total inventory grew 5.9% month-over-month and 10.3% year-over year to 1.07 million units, for a 2.9 months' supply at the current sales pace. Buyer demand remains robust, and the limited supply of inventory helped push the median existing-home sales price up 5.7% year-over-year to $384,500, the eighth consecutive month of annual price increases. The following illustration presents the March 2024 monthly snapshot for the Orange County single-family residential area.

MARCH 2024 AND YEAR-TO-DATE DATA

Key Metrics	Historical Sparkbars	3-2023	3-2024	% Change	YTD 2023	YTD 2024	% Change
New Listings	3-2022 9-2022 3-2023 9-2023 3-2024	1,289	**1,088**	- 15.6%	16,837	**13,984**	- 16.9%
Pending Sales	3-2022 9-2022 3-2023 9-2023 3-2024	1,057	**729**	- 31.0%	12,873	**11,452**	- 11.0%
Closed Sales	3-2022 9-2022 3-2023 9-2023 3-2024	1,067	**1,020**	- 4.4%	13,383	**11,803**	- 11.8%
Days on Market Until Sale	3-2022 9-2022 3-2023 9-2023 3-2024	39	**23**	- 41.0%	27	**26**	- 3.7%
Median Sales Price	3-2022 9-2022 3-2023 9-2023 3-2024	$1,260,000	**$1,430,000**	+ 13.5%	$1,229,300	**$1,308,000**	+ 6.4%
Average Sales Price	3-2022 9-2022 3-2023 9-2023 3-2024	$1,617,083	**$1,882,262**	+ 16.4%	$1,620,344	**$1,756,153**	+ 8.4%
Pct. of Orig. Price Received	3-2022 9-2022 3-2023 9-2023 3-2024	98.1%	**101.6%**	+ 3.6%	99.1%	**100.0%**	+ 0.9%
Percent of List Price Received	3-2022 9-2022 3-2023 9-2023 3-2024	99.4%	**101.8%**	+ 2.4%	100.6%	**100.8%**	+ 0.2%
Housing Affordability Index	3-2022 9-2022 3-2023 9-2023 3-2024	38	**32**	- 15.8%	39	**35**	- 10.3%
Inventory of Homes for Sale	3-2022 9-2022 3-2023 9-2023 3-2024	2,017	**1,708**	- 15.3%	—	—	—
Months Supply of Inventory	3-2022 9-2022 3-2023 9-2023 3-2024	1.9	**1.8**	- 5.3%	—	—	—

Source: Orange County Realtors®

Local Single-Family Market

The subject property is located in the city of Placentia, which is in the inland northeastern portion of Orange County. The current estimated population of Placentia is 51,951 residents with 16,628 households. The population density for the city is 7,750.6 people per square mile and the median age

is 38.2 years. The median household income is $106,155 and the average per capita income for Placentia is $44,788.

The Placentia single-family residential market had 247 new listings and 223 pending sales with 234 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the Placentia single-family market was 20 days during this 12-month period. The median sales price was $1,060,000 and was a 9.2% increase during this period. While the average sales price was $1,075,925 or an increase of 10.3%. Single-family homes were selling at 101.8% of the original list price received. The following chart displays the data for the Placentia single-family residential home market.

92870 – Placentia

Orange County

Single Family	March			Last 12 Months		
Key Metrics	2023	2024	% Change	Thru 3-2023	Thru 3-2024	% Change
New Listings	11	**16**	+ 45.5%	315	**247**	- 21.6%
Pending Sales	24	**15**	- 37.5%	262	**223**	- 14.9%
Closed Sales	23	**28**	+ 21.7%	273	**234**	- 14.3%
Days on Market Until Sale	63	**10**	- 84.1%	25	**20**	- 20.0%
Median Sales Price*	$920,000	**$1,060,000**	+ 15.2%	$971,000	**$1,060,000**	+ 9.2%
Average Sales Price*	$943,017	**$1,030,989**	+ 9.3%	$975,343	**$1,075,925**	+ 10.3%
Percent of Original List Price Received*	100.5%	**104.9%**	+ 4.4%	100.5%	**101.8%**	+ 1.3%
Inventory of Homes for Sale	19	**22**	+ 15.8%	—	—	—
Months Supply of Inventory	0.9	**1.2**	+ 33.3%	—	—	—

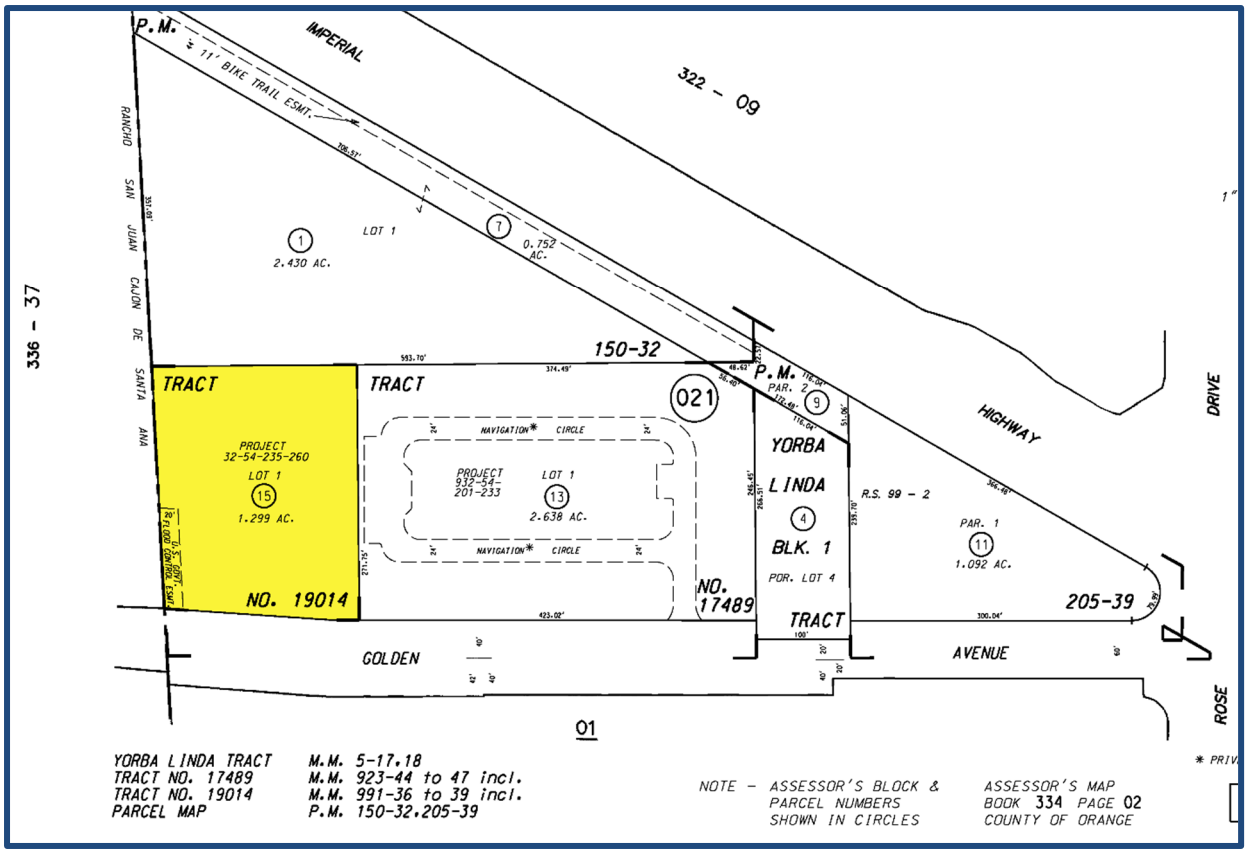
Source: Pacific West Association of Realtors

As the above chart points out, there were 372 new listings and 309 pending sales with 322 closed sales for the last 12-months ending in March 2024. The average days on market until sale for the 92886-zip code within the Yorba Linda single-family market was 26 days during this 12-month period. The median sales price was $1,300,000 and was a 3.2% increase during this period. While the average sales price was $1,556,886 or an increase of 1.6%. Single-family homes were selling at 9100.6% of the original list price received.

There are many factors influencing these market conditions, including higher mortgage interest rates which are suppressing inventory. Additionally, there is little land available in the immediate area, new home construction is mostly limited to existing homes being demolished to build newly constructed homes. However, new home construction in Orange County to the south and southeast in nearby cities such as Irvine, in the Great Park area specifically, are attractive alternatives for purchasers rather than the limited supply of older existing homes going to market. Further, the market is getting downward pressure on sales prices from continued inflation, the uncertainty of the economy, gas prices reaching all-time highs, and the upcoming election year. The subject's position in the single-family residential market should remain viable in the future, due to its location in the affluent city of Placentia and easy access to beach cities, John Wayne Airport, Los Angeles, and the Inland Empire because of the network of major freeways, and the large employment and population base in the surrounding areas.

Site Description

PLAT MAP



The subject site is located on Winterhaven Street at the end of a cul-de-sac. The characteristics of the site are summarized as follows:

Site Characteristics

Location:	No Situs: 27 Units on Golden Avenue & Villena Way
Gross Land Area:	1.30 Acres or 56,584 SF (Based on Assessor's Plat Map)
Usable Land Area:	1.25 Acres or 54,454 SF (Based on Excluded Easements)
Usable Land %:	96.2%
Shape:	Rectangular
Average Depth:	271.75 feet
Topography:	Level
Drainage:	No apparent drainage problems were noted
Grade:	At street grade
Utilities:	All to site
Off-Site Improvements:	Typical, including sidewalks, street lights, gutters, and curb cuts. A storm drain is located at the western border of the site.

Interior or Corner:	Interior
Signalized Intersection:	No: No traffic signal at, or near, the site
Excess Land:	None
Surplus Land:	None

Street Frontage / Access

Frontage Road	Primary
Street Name:	Golden Avenue
Street Type:	Minor Residential
Frontage (Linear Ft.):	184.27
Number of Curb Cuts:	1

Additional Access

Alley Access:	No

Flood Zone Data

Flood Map Panel/Number:	060238 - 06059C0063J
Flood Map Date:	12-03-2009
Flood Zone:	X
	Zone X-An area that is determined to be outside the 100- and 500-year floodplains

Other Site Conditions

Soil Type:	A soil report was not provided for my review. No visual evidence of soil or geological problems in the form of uneven settlement or excessive cracking was observed at the time of inspection. Adequate load bearing capacity is assumed for the present use.
Environmental Issues:	An environmental site assessment report was not furnished for our review. An inspection of the property did not reveal any visible or factual evidence of apparent environmental impairment to the site. The appraisers are not considered experts in hazardous materials. The client is advised to obtain an environmental report if further investigation is desired. In addition, a drive-by inspection of the immediate vicinity surrounding the subject did not reveal any uses or hazards that would be expected to pose an apparent risk to the site or would restrict its use.
Easements/Encroachments:	A litigation guarantee dated November 21, 2023 from First American Title was provided. The title provides various easements for public utilities, storm drains, and access. These easements are considered typical for the area and would not be expected to have a negative impact on the development or marketability of

	the property. Easements of interest to the project are discussed in the Condemnation Analysis section.
Earthquake Zone:	According to the State of California Department of Conservation, the subject is not located within an Alquist-Priolo Special Studies Zone.
Special Hazards	The subject is not located in a Wetlands, California State Coastal Zone or Agricultural Preserve.

Adjacent Land Uses

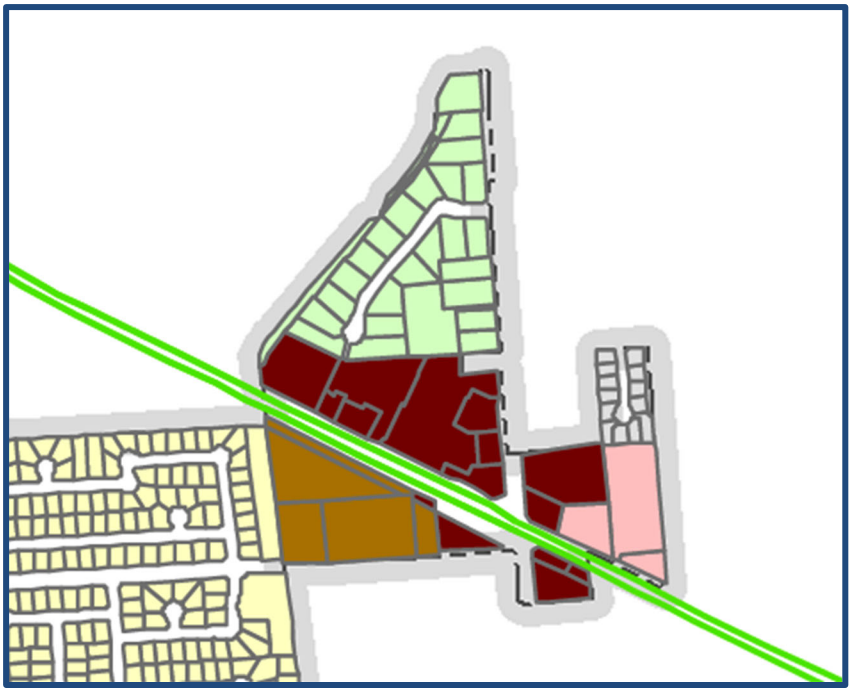
North:	Apartment Development
South:	Single Family Residential Tract
East:	Townhome Community
West:	Storm Drain and Single Family Residential Tract Beyond

Site Ratings

Access:	Average
Visibility:	None

Zoning Designation

ZONING MAP



Zoning Classification:	R3, High Density Multiple-Family District	
General Plan Designation:	High Density Residential	
Permitted Uses:	Multi-Family Dwellings including Townhomes	
Development Standards:	Height Restriction	35 Ft or 2 Stories

	Minimum Lot Area 10,000 SF
Zoning Comments:	The purpose of the "R-3" district is to stabilize and maintain the residential character of the district for medium high density apartment living with substantial space for cooperatively used facilities and open spaces. The maximum allowable density of this district shall be thirty (30) dwelling units per acre.

Legal, Conforming Status

Legally Permitted Use:	Yes
Conforms to Parking:	Yes
Conformity Conclusion:	The existing improvements appear to meet the zoning requirements.

Analysis/Comments on Site

We were provided with plat maps of the acquisition areas performed by Vincent Kleppe of The Prizm Group, a professional surveyor. According to public records, the usable area of the site measures 1.3 - acres or 56,584 square feet. There are various easements located on the tract map at the southwestern corner of the site. The easements include a pipeline and a flood control easement that connects with a larger flood control easement on the parcel to the west. Specific easement area measurements were not available. The flood control easement measures roughly 20 feet along the front and 105.82 – 107.17 feet deep per the tract map and the acquisition plat maps, or about 0.05 acres. For the purposes of our valuation, we have relied on measurements contained in the acquisition plat maps. Other than the slightly sloping southwestern portion, the site as vacant is otherwise developable to its highest and best use with no additional impediments to development.

FLOOD MAP

Flood Map Report
For Property Located At

CoreLogic RealQuest Professional

4011 WINTERHAVEN ST, YORBA LINDA, CA 92886-1646

Report Date: 04/03/2024 **County:** ORANGE, CA

Flood Zone Code	Flood Zone Panel	Panel Date
X	060238 - 06059C0063J	12/03/2009
Special Flood Hazard Area (SFHA)	Within 250 ft. of multiple flood zones?	Community Name
Out	Yes (X,A)	YORBA LINDA

Flood Zone Description:
Zone X-An area that is determined to be outside the 100- and 500-year floodplains.



Assessment and Tax Data

Assessment Methodology

Under provisions of Proposition 13, properties are assessed based on their value as of March 1, 1975. This value may increase no more than 2% per year until such time as the property is sold, substantial new construction takes place, or the use of the property is substantially altered. The above property taxes include the general 1% tax, voted indebtedness, and direct assessments. If the property were sold, creating a new assessed value, the direct assessments would not be expected to change. The general tax and the voted indebtedness, however, would be expected to reflect the new basis.

Assessed Values and Property Taxes

The subject property consists of an association parcel for a group of townhomes. There are no taxes associated with this parcel type as all taxes are passed through to the townhome owners.

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Highest and Best Use

The Highest and Best Use of a property is the physically possible, legally permissible, and financially feasible use that results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

While improved properties may have a highest and best use different than the existing use, the existing use will generally continue until the land value exceeds the property value at its existing use plus demolition costs. It is not always necessary to determine the highest and best use of an improved property both "As If Vacant" and "As Improved." In many cases, the determination of whether the value as improved exceeds the site value is straightforward, not requiring an opinion of market value for the site. In such cases, a determination of highest and best use of the site (aside from excess land, if present) is neither germane nor required. However, if there is a reasonable question as to whether the site value rises to such a level, then a determination of highest and best use as if vacant is mandated.

In the case of the subject, the underlying land is being appraised as if vacant. The proposed easements will have no effect on the improvements or continued use of the property. Therefore, the highest and best use as improved was not considered.

Analysis of Highest and Best Use As If Vacant

In determining the highest and best use of the property site, we examine the potential for: 1) near-term development, 2) a subdivision of the site, 3) an assemblage of the site with other land, or 4) holding the land as an investment.

Physically Possible

Multiple factors affect the uses with which land may be developed. These factors discussed earlier in the Site Description are summarized in the following table, followed by a conclusion as to potential limitations imposed by the physical characteristics.

PHYSICAL CHARACTERISTICS

Characteristic	Conclusion
Land Area	56,584 square feet / 1.30 acres
Shape	Rectangular
Utilities	All to site
Visibility	None
Flood Plain	0.00% No risk of flood.
Soil Conditions	No report provided, assumed adequate.
Environmental	Unknown, No apparent conditions
Other	None

Conclusion: There are no items of a physical nature that would materially limit any reasonable development plan. The flood control area at the southwestern corner and along the western border is unusable but the majority of the site is available to develop.

Legally Permissible

Another threshold of highest and best use is what is legally permissible. This analysis considers applicable private restrictions and zoning constraints; and the potential for change of same, historic district controls, urban renewal ordinances, and other possible legal factors that may result in limitations on development. The primary limiting factors are typically associated with the zoning of the site and easements, which reduce development potential. The elements associated with these potential influences are summarized below.

LEGAL ISSUES

Characteristic	Conclusion
General Plan	High Density Residential
Zoning	R3, High Density Multiple-Family District
Permitted Uses	Multi-Family Dwellings including Townhomes
Probability of Change	Unlikely
Easements/Regulations	Discussed below

Conclusion: The zoning controls the general nature of permissible uses but is appropriate for the location and physical elements of the subject, providing for a consistency of use with the general neighborhood. The location of the subject is appropriate for the uses allowed and a change in zoning is unlikely. Throughout the majority of the site, there are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development of a probable nature. A small portion along the western boundary is sloped downward and contains a storm drain and an oil pipeline that is most likely no longer in use. The zoning allows for various conforming residential developments.

Financially Feasible

After determining uses that are physically possible and legally permissible, an appraiser considers uses that are likely to produce an adequate return on investment. All uses yielding a positive return are financially feasible. Feasibility is initially tested through market observation of supply/demand trends and market values. If necessary, a more exacting analysis involves a cost/benefit analysis. Shown below is a summary of the analyses associated with the primary and probable uses determined to be both physically possible and legally permissible.

ISSUES OF FINANCIAL FEASIBILITY

Use:	Townhomes	Apartments
Demand	Stable	Stable
Supply	Undersupply	Undersupply
Value Trend	Stable	Stable
Feasibility	Long Term Positive	Long Term Positive

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Both townhome and apartment uses lend to similar residual land values. Sites of this size are typically developed into townhomes in consistency with surrounding uses even though the density is below what is allowable by the zoning. Considering these factors, the maximally productive use as if vacant is to develop residential townhomes or apartments.

Conclusion of Highest and Best Use As If Vacant

Based upon the preceding analysis, the conclusion of highest and best use of the subject site as if vacant is as follows:

CONCLUSION AS IF VACANT

Characteristic	Conclusion
Use:	Develop Townhomes or Apartments

Most Probable Buyer

As of the date of value, the most probable buyer of the subject as if vacant would be an investor/developer. In the present as is (i.e. fully developed) condition, the most probable buyer would be a successor townhome community administration.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 334-021-15 located in the City of Placentia, County of Orange with an address of No Situs: 27 Units on Golden Avenue and Villena Way, Placentia, Orange County, California 92870. The City of Placentia is working with Caltrans on The Golden Avenue Bridge Project. The project has obtained federal funding and will remove and replace the existing bridge with a wider bridge allowing for pedestrian and bicycle traffic. The project will require the acquisition of various permanent bridge easements and temporary construction easements in properties located along the flood control channel for which the bridge passes over. The proposed easements are within existing flood control easement areas. According to the acquisition agent, no site improvements of the fee ownership will be affected. The appraiser reserves the right to amend the report if construction plans change or if any improvements i.e. fencing and foliage, are affected. A more detailed description of the acquisition is located in forthcoming sections.

Appraisal Methodology

Three Approaches to Value

There are three traditional approaches typically available to develop indications of real property value: the cost, sales comparison, and income capitalization approaches.

Cost Approach

The cost approach is based upon the principle that a prudent purchaser would pay no more for a property than the cost to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is particularly applicable when the improvements being appraised are relatively new or proposed, or when the improvements are so specialized that there are too few comparable sales to develop a credible Sales Comparison Approach analysis.

Sales Comparison Approach

In the sales comparison approach, the appraiser analyzes sales and listings of similar properties, adjusting for differences between the subject property and the comparable properties. This method can be useful for valuing general purpose properties or vacant land. For improved properties, it is particularly applicable when there is an active sales market for the property type being appraised – either by owner-users or investors.

Income Capitalization Approach

The income capitalization approach is based on the principle that a prudent investor will pay no more for the property than he or she would for another investment of similar risk and cash flow characteristics. The income capitalization approach is widely used and relied upon in appraising income-producing properties, especially those for which there is an active investment sales market.

Applicability of Approaches to Subject Property

As stated within the Scope of Work, we have relied upon the Sales Comparison Approach for valuing the underlying land. The Sales Comparison Approach is the most applicable approach for valuing land and thus is the only approach utilized in this appraisal. The Income Approach is not typically used for valuing fee simple land. Specific take areas pertaining to the subject property will be discussed in the following valuation section. Since the acquisition (take) areas involve only land and site improvements, we have valued the land only for the purpose of this appraisal. Methods of the Cost Approach are used to calculate site improvements, if present in the take areas. The highest and best use section concluded a residential use in the future for the subject property. Thus, in the forthcoming land analysis, we have selected land sales with a residential zoning or tendency in use. Furthermore, the acquisitions are not expected to have a significant impact on the continuing use of the subject property as it is currently improved.

Subject Larger Parcel

The appraisal analysis is performed utilizing the theory of the "Larger Parcel". The Larger Parcel is determined by applying a three-part test to evaluate whether a property has unity of ownership, unity of use (or highest and best use) and contiguity. In the case of the subject, the acquisitions affect a single parcel which is owned by a townhome community association. The individually owned townhomes are not affected by the proposed easements, which are located outside the developments exterior walls. For the purposes of this appraisal, the "Larger Parcel" will refer to the subject site(s) "as vacant" and unimproved, but in a finished condition and with a residential zoning. The western portion

of the property where most of the acquisitions are located is subject to multiple flood control easements. The take areas are entirely within the existing flood control easements where the underlying fee owner has only nominal property rights remaining. The easements are discussed in detail in the following valuation section.

Land Valuation by Sales Comparison

Methodology

Land is most often valued using the Sales Comparison Approach. This approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same utility. In the sales comparison approach, the opinion of market value is based on closed sales, listings, and pending sales of properties similar to the subject property, using the most relevant units of comparison. The comparative analysis focuses on the difference between the comparable sales and the subject property using all appropriate elements of comparison.

A systematic procedure for applying the sales comparison approach includes the following steps: (1) researching and verifying transactional data, (2) selecting relevant units of comparison, (3) analyzing and adjusting the comparable sales for differences in various elements of comparison, and (4) reconciling the adjusted sales into a value indication for the subject site.

Unit of Comparison

The unit of comparison depends on land use economics and how buyers and sellers use the property. The unit of comparison in this analysis is price per square foot.

Elements of Comparison

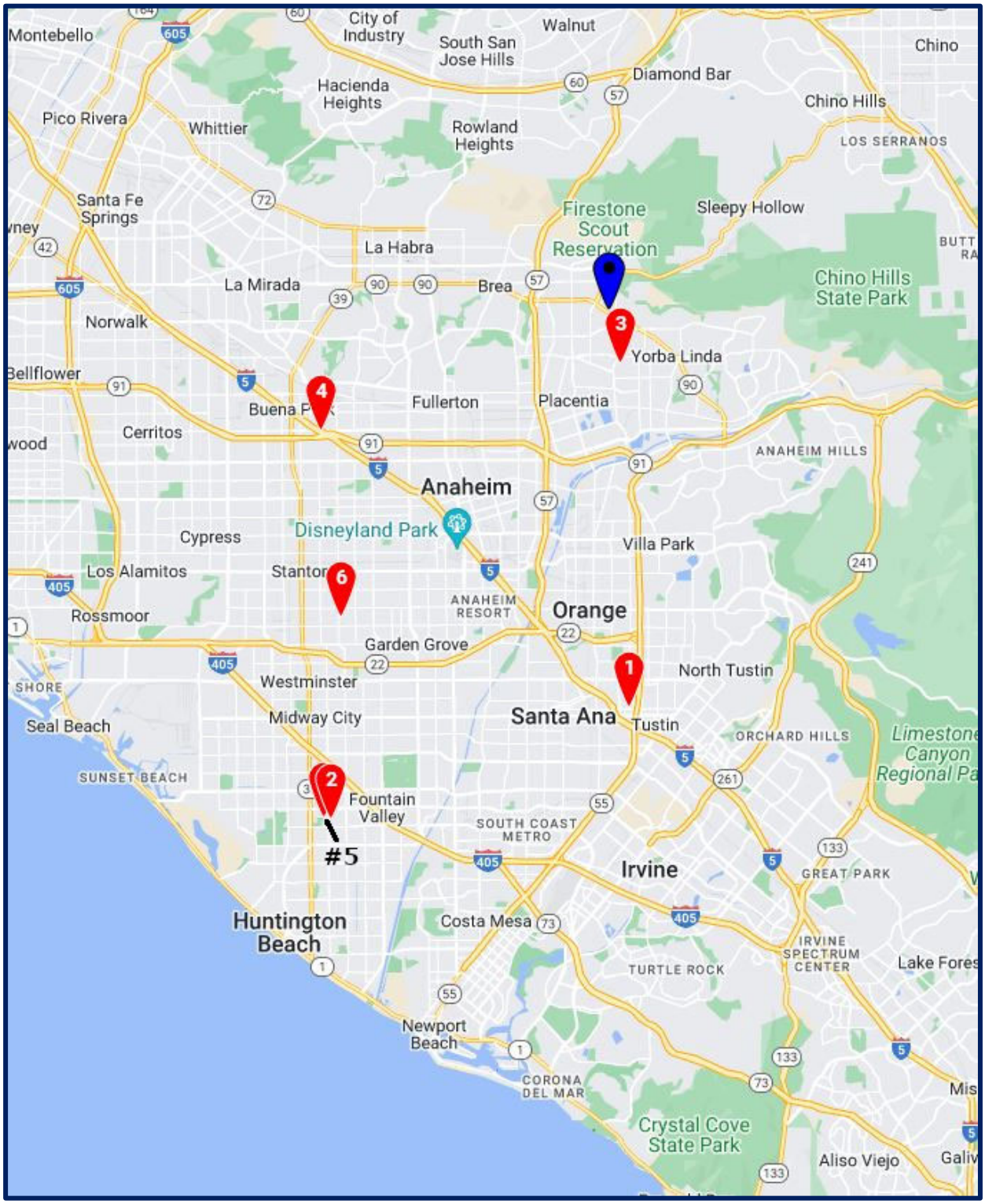
Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The main elements of comparison that are considered in sales comparison analysis are as follows: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, (4) market conditions, (5) location, and (6) physical characteristics.

Comparable Sales Data

A search of data sources and public records, a field survey, interviews with knowledgeable real estate professionals in the area, and a review of our internal database were conducted to obtain and verify comparable sales and listings of vacant land properties. We used six sales in our analysis, which were judged to be the most comparable in developing an indication of the market value of the subject property.

The following map displays the location of each comparable in relation to the subject. Following those, are plat maps of the comparable sales and a discussion of relevant adjustments.

COMPARABLE LAND SALES MAP



Comparable Land Sales

COMPARABLE LAND SALE #1



Address: 2202 E 1st St, Santa Ana, CA
APN: 402-181-04

DESCRIPTION

Area (SF):	56,628 SF	**Area (AC):**	1.30	**Shape:**	Irregular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant
Utilities:	All to Site	**Zoning:**	C2 (Mixed Use Overlay)		

SALE DATA

Sales Price:	$3,345,500	**Price/SF:**	$59.08
Date of Sale:	01/22/2024	**Document No.:**	0021264

Terms: All Cash

Buyer: AMG & Associates, LLC

Seller: Executive Car Leasing Company, a New Jersey Corporation

Verification: RealQuest, CoStar, Grant Deed

Comments: The property is a former car lot in an area that has transitioned to residential mixed use developments. The existing structures have been demolished and the adjacent building was developed into an apartment complex. The property is significantly elongated and will likely need to be assembled before redevelopment.

COMPARABLE LAND SALE #2



Address: 8572 Talbert Avenue, Fountain Valley, CA
APN: 122-781-73

DESCRIPTION

Area (SF):	50,938 SF	**Area (AC):**	1.17	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	CP-HO1 (Residential Overlay)		

SALE DATA

Sales Price:	$3,000,000	**Price/SF:**	$58.90
Date of Sale:	07/28/2023	**Document No.:**	0183128

Terms: All Cash

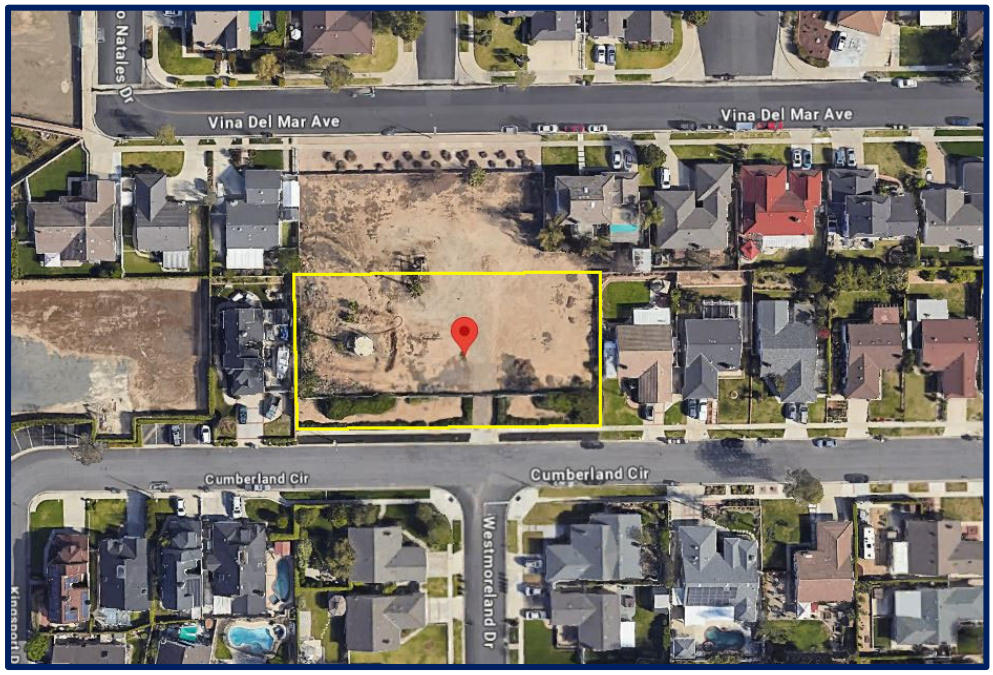
Buyer: Bonanni Development Company VI, LLC

Seller: Ronald Lawrence Courreges, Jancie Marie White, Linda Ellen Callens, Irene H. Lindsay as tenants in common.

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists of an older large SFR lot located near the southeast corner of Talbert Avenue and Newland Street. The property is zoned for commercial professional meaning a small office development, but the surrounding area is residential, and a residential overlay allows garden style residential homes.

COMPARABLE LAND SALE #3



Address: 16801 Cumberland Cir., Yorba Linda, CA
APN: 341-221-11 to 14

DESCRIPTION

Area (SF):	29,620 SF	**Area (AC):**	0.68	**Shape:**	Rectangular
Typography:	Level	**Location:**	Interior	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-U		

SALE DATA

Sales Price:	$2,258,000	**Price/SF:**	$76.23
Date of Sale:	07/20/2023	**Document No.:**	0194071

Terms: All Cash

Buyer: Monbri, LLC

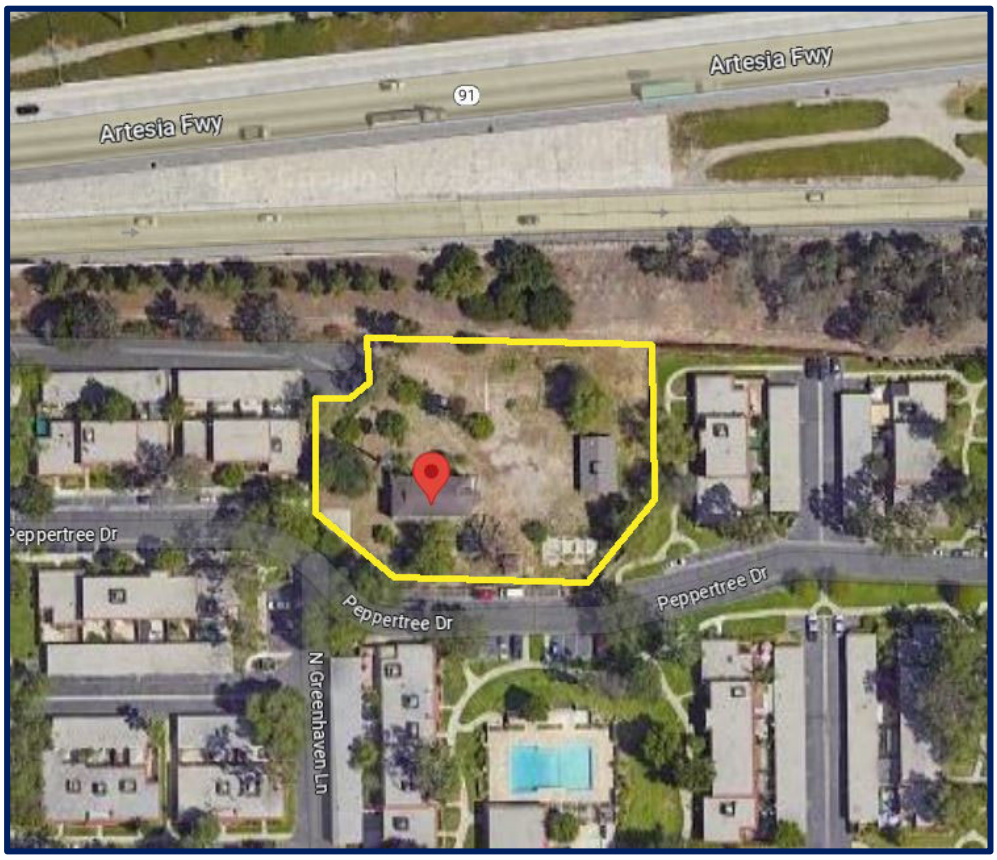
Seller: Eric T Lamhofer 50% interest, and Linda L. Davis 50% Interest

Verification: RealQuest, MLS, Grant Deed

Comments: The property was a larger lot which formerly had an oil well. The property boundary of Yorba Linda and Placentia ran through the property. After the oil lease expired the improvements have been removed and the present southern portion in the City of Yorba Linda was split into four individual lots and marketed for sale. The buyer purchased all four lots as a single transaction. There are no reported environmental issues. The zoning allows a minimum lot size of 7,500 square feet.

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COMPARABLE LAND SALE #4



Address: 1442 N Dale Avenue, Anaheim, CA
APN: 070-741-01

DESCRIPTION

Area (SF):	40,511 SF	**Area (AC):**	0.93	**Shape:**	Irregular
Typography:	Level	**Location:**	Interior	**Condition:**	Two Old Structures
Utilities:	All to Site	**Zoning:**	RM2 (Residential)		

SALE DATA

Sales Price:	$2,500,000	**Price/SF:**	$61.71
Date of Sale:	08/12/2022	**Document No.:**	0276917

Terms: All Cash

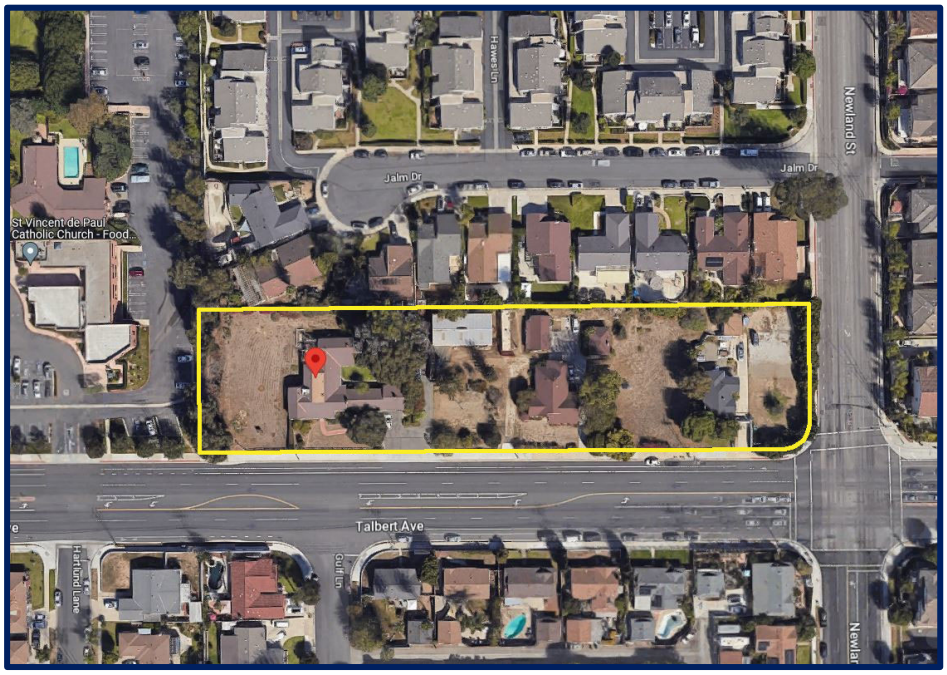
Buyer: Bonanni Development Company V, LLC

Seller: Judy Maria Boisseranc Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The property is surrounded by an apartment community but was never developed. There are two older structures on site which will be demolished. To the northern border is a major freeway. The zoning allows a minimum lot size of 3,000 square feet.

COMPARABLE LAND COMP #5



Address: 8371-8461 Talbert Avenue, Huntington Beach, CA
APN: 167-531-23 & 167-531-24

DESCRIPTION

Area (SF):	92,434 SF	**Area (AC):**	2.12	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Old Residential SFR
Utilities:	All to Site	**Zoning:**	RL (Residential)		

SALE DATA

List Price:	$6,150,000	**Price/SF:**	$66.53
Date of Sale:	08/2/2022	**Document No.:**	0267190

Terms: All Cash

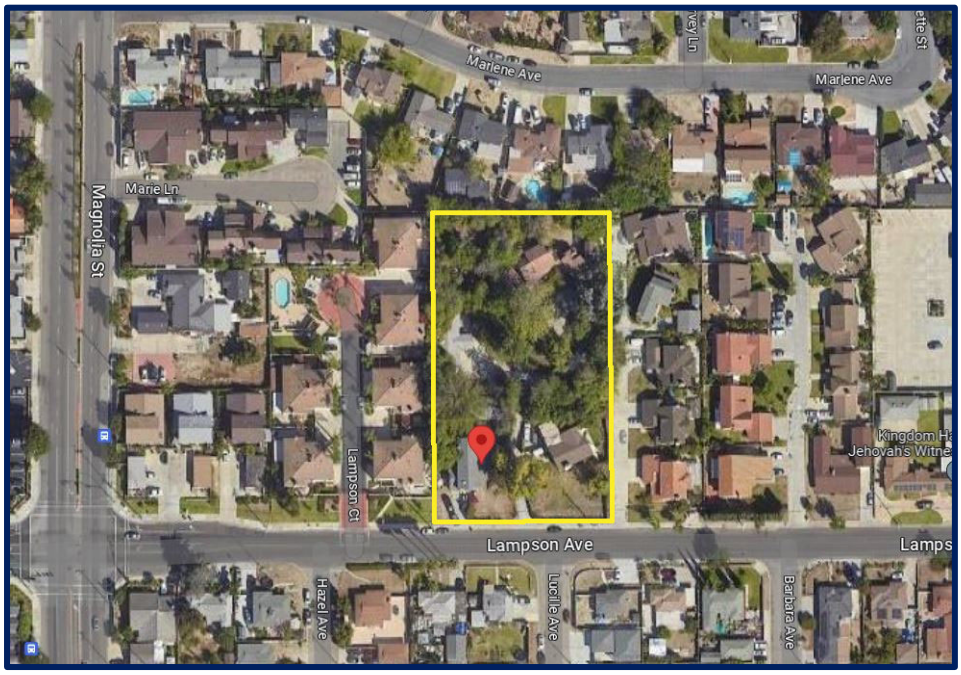
Buyer: Olson Urban V- Huntington Beach 4, LLC, a Delaware limited liability company

Seller: Gordon A Langston and Mary M. Langston, as Trustees of the Langston Family Trust

Verification: RealQuest, CoStar, Grand Deed

Comments: The property consists of two older SFR lots located on the corner of Talbert Avenue and Newland Street. The prior owner had owned the property for over 100 years, and it was sold for redevelopment. The area differs from some records and is based on the assessor plat map. The site is currently under development of residential townhome units. The zoning allows a minimum lot size of 6,000 square feet.

COMPARABLE LAND COMP #6



Address: 9071-9091 Lampson Ave, Garden Grove, CA
APN: 133-183-55, 133-183-56, 133-183-57, 133-183-58

DESCRIPTION

Area (SF):	69,696 SF	**Area (AC):**	1.60	**Shape:**	Rectangular
Typography:	Level	**Location:**	Corner	**Condition:**	Vacant Land
Utilities:	All to Site	**Zoning:**	R-1-7		

SALE DATA

List Price:	$4,750,000	**Price/SF:**	$68.30
Date of Sale:	07/22/2022	**Document No.:**	0255549

Terms: All Cash

Buyer: PLC Garden Grove LLC

Seller: Bicknell Family Trust

Verification: RealQuest, CoStar, Grant Deed

Comments: The land sale consists of four interior parcels located among single family developments. The property contains four old single-family homes of older age, some reportedly in poor condition. The exterior of one at the front appears to be in average condition. The buyer plans to demolish and redevelop a higher density residential project. The zoning allows a minimum lot size of 7,000 square feet.

Land Sales Comparison Analysis

All of the sales were analyzed, and adjustments were made for differences in the various elements of comparison, including: real property rights, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, size, and other relevant factors. If the comparable sale was considered superior to the subject for any element of comparison, we applied a negative adjustment to the comparable. Conversely, a positive adjustment to the comparable was applied if it was considered inferior to the subject for any element. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include 1) real property rights conveyed, 2) financing terms, 3) conditions of sale and 4) expenditures made immediately after purchase. These items are applied prior to the market conditions and property adjustments, and are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed in land sales, such as easements, right of way, private or public restrictions, the right to develop, and any other land use right the property may transfer upon sale (e.g. the right to farm, mine, or subdivide) influence sale prices and may differ among land sale comparables.

Financing Terms

The transaction price for one property may differ from that of an identical property due to different financial arrangements. Sales with financing terms not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts atypical mortgage terms to provide an indication of value at cash equivalent terms.

Conditions of Sale

When the conditions of a sale are atypical, the resulting price may be higher or lower than a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale scenario involves a downward adjustment applied to a comparable property's for-sale listing price, which usually reflects the upper limit of value.

A knowledgeable buyer considers expenditures that must be made upon purchase of a property, decreasing the amount he will agree to pay. Such expenditures may include: (1) costs to demolish and remove any portion of the improvements, (2) costs to petition for a zoning change, and/or (3) costs to remediate environmental contamination. The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sale involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison.

Market Conditions Adjustment

Market conditions change over time as a result of inflation, deflation, fluctuation in supply and demand, and other factors. Changing market conditions create the need for adjustments to sale comparables that represent transactions during periods of dissimilar market conditions.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages that reflect the increase or decrease in value attributable to various characteristics of the property. In some instances, qualitative

adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments.

Location

Location adjustments may be required when the locational characteristics of a comparable property are different from those of the subject property. These include, but are not limited to, general neighborhood characteristics, freeway accessibility, street exposure, corner versus interior lot location, neighboring properties, view amenities, and other factors.

Size

The size adjustment identifies variances in the physical size of the comparables and the subject improvements. Typically, the larger a parcel, the lower the sale price per unit. This inverse relationship is due, in part, to the principle of "economies of scale."

Shape

Parcels of land with odd, non-rectangular, shapes sometimes limit the amount of land within the parcel available for development, resulting in less utility for some portions of the site. Consequently, these parcels are less desirable to buyers and require adjustment.

Topography and Soils

Sites may differ in value due to physical characteristics such as: grading, contour, drainage, potential for development, and soil content/condition. Adjustments are made to offset additional costs that will incur and any soil changes needed when improving the land. In other cases, topographical and soil conditions, such as steep cliffs, impede development on portions of a site.

Zoning

The highest and best use of sale comparables should be very similar to the subject property. When comparables with the same zoning as the subject are lacking or scarce, parcels with slightly different zoning, but a highest and best use similar to that of the subject may be used as comparables. These comparables may have to be adjusted for differences in utility if the market supports such adjustment.

Other Property Adjustments

Other property adjustments are: any other adjustment category relevant to the report. Other adjustments often utilized are: Utilities to the site, Condition, Flood Zone, Building Improvements and an "Other" category, for site specific characteristics.

Summary of Adjustments

From our analysis, we have summarized adjustments to the sale comparables on the following adjustment grid. Following the grid is a discussion of our adjustments and the land value conclusion. These quantitative adjustments are based on our market research, best judgment, and experience in appraising similar properties.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	1/22/24	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Multifamily Other	Former Car Lot	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	No Situs: 27 Units on Golden Avenue	2202 E 1st St	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Placentia	Santa Ana	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	334-021-15	402-181-04	122-781-73	4 Parcels	070-741-01	167-531-23 & 24	133-183-55 to 58
Gross Acres	1.30 ac	1.30 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	54,454 sf	56,628 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$3,345,500	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$59.08	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Expenditures after Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.19 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$59.08**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*No Situs: 27 Units on Golden Avenue Placentia*	*2202 E 1st St Santa Ana*	*8572 Talbert Avenue Fountain*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		Inferior	Sl. Superior	Superior	Inferior	Sl. Superior	Sl. Inferior
Size	54,454 sf	56,628 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		-	-	Sl. Superior	-	Sl. Inferior	-
Shape/Depth	*Rectangular*	*Elongated*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Inferior	-	-	Sl. Inferior	-	-
Topography	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		-	-	-	-	-	-
Zoning	*R3*	*C2 (Mixed Use)*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	-	-	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*30*	-	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Sl. Inferior	Sl. Inferior	-	-	-	-
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*None*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		-	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-		-	-	-
Net Physical Adjustment		Inferior	Sl. Inferior	Superior	Inferior	Sl. Inferior	Sl. Inferior
Adjusted Sale Price per Gross Square Foot		**$59.08**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore, no sales conditions adjustments were needed. An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property and prices have remained mostly flat over the past year. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California. As discussed in the highest and best use and market analysis sections, high demand for single family homes and townhomes has led to similar transaction prices for low-medium density residential uses leading up to R3 zonings. Smaller parcels such as the subject are not always built to their maximum density but are typically developed into townhomes. Each of the sale transactions comes from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No. 1

Land sale No. 1 is located south of the subject, at 2202 E 1st St, in the City of Santa Ana. The sale price for this property was $3,345,500 which equates to $59.08 per square foot. The property is located in an inferior income area. It is inferior in shape and also has a commercial zoning with a mixed use residential overlay. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$59.08** per square foot.

Land Sale No. 2

Land sale No. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is inferior in larger size. The zoning allows townhomes but is a commercial zoning with a residential overlay. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No. 3

Land sale No. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property is smaller in size. The property consisted of four individual uniform lots within an existing housing tract which is more readily available for development. A Yorba Linda address is superior locationally to Placentia. Overall, this comparable was considered superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No. 4

Land sale No. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. The property is similar in access, topography, and zoning. It is inferior in a slightly irregular shape. This comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No. 5

Land sale No. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It is inferior in size and sold with aged single family residential properties. The zoning allows less density but with density bonuses a similar development of townhomes could be built. The property has since been developed into 3-story townhomes. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No. 6

Land sale No. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is slightly larger in size and contains existing single family developments. The property allows less density but with density bonuses will likely be developed into townhomes. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale No.	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Overall Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Superior
Subj.	No Situs: 27 Units on Golden Avenue	Placentia	R3	-	-	54,454	**$70.00**	-
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Slightly Inferior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Slightly Inferior
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Slightly Inferior
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Inferior
1	2202 E 1st Street	Santa Ana	C2 (Mixed Use)	1/22/24	$3,345,500	56,628	$59.08	Inferior

Sale 3 is a nearby and recent transaction that is slightly superior. Sale 6 is slightly inferior to the subject. These sales are the most similar to the subject and bracket a likely value for the subject property The remaining sales are slightly inferior to inferior and from the Orange County area and provide additional support for the indication of value for the subject. Therefore, we have concluded a value between sales 3 and 6 at **$70.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	54,454
Indicated Value PSF	$70.00
Indicated Value	$3,811,780
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$3,810,000**

Condemnation Analysis

Acquisition Summary

The subject property is an association parcel for a group of townhomes. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 1.30 acres or 56,584 square feet with a usable area of 54,454 square feet. The subject project will use a 32.38 square foot permanent bridge construction easement and a 2,387.07 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $3,810,000 or **$70.00** per square foot.

Description of the Part Taken: Permanent Bridge Easement

This project proposes to take a permanent bridge easement of 32.38 square feet located at the southwestern part of the site in a single rectangular portion. The area taken is entirely within an existing flood control easement area as is the larger parcel Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area of the part taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions and are shown on the acquisition map. Historically, the western border of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (3) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat map are discussed below. Copies of the easements are included in the addenda of this report.

1 – USA Flood control Easement Per 5558-547

This easement is part of the adjacent flood control channel. The easement consists of "a perpetual and assignable right and easement for flood control channel and rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the carbon canyon creek … in, on, over, under, and across that certain parcel." Effectively this easement was a full take of the bundle of rights associated with fee ownership of the property. Given our knowledge of adjacent properties in the area, it is likely that this easement was assigned to Orange County flood control.

2 – Union Oil Company Right Of Way Per 489-266

This easement is dated 10/4/1923. Previous oil pipeline easements have also existed on the property for many decades and appeared in the litigation guarantee. It is unknown to what degree this easement is still in place and is not relevant to the valuation of the TCE which overlaps with the easement.

3 – Flood Control Easements Per 964-78

This easement consists of a 1938 easement for check damns that is further inland from the flood control area in the former flood plain prior to the construction of the carbon canyon dam. It is our understanding that this easement has been vacated and the area quitclaimed back to the owners in 1960.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the USA Flood Control Easement (3). The fee residential owner retains ownership of the gross lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a small portion in the southwestern corner. It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a 100% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $70.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 32.38 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% results in a value conclusion for the portion of the subject acquired for permanent bridge easement of **$113**. This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-021-15	32.38 SF	$70.00	5%	$113

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 2,387.07 square feet that is located at the southwestern boundary of the subject. The near rectangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction

easement mostly overlaps with the existing flood control easement. A triangular shaped portion at the northern end of the TCE area does not overlap with existing flood control easements. As a result, we broke the TCE into two areas: an unusable portion of 2,137.07 square feet and a usable portion of 250 square feet.

For the portion within the flood control area, effectively, the property owner has no current right to use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). Therefore, the compensation for this proposed easement was assigned a property rights (usage) factor of 0%.

For the 250 square foot portion at the northern end of the TCE, the city of Placentia had acquired this portion as part of a separate TCE over the past 3 years; consequently, the townhomes were constructed such that this area is beyond the concrete walls of the townhome community. Although appearing to be outside of the usable area at present, this triangular area is legally fully usable by the townhome community. As a result, we assigned a property rights (usage) factor of 100% to this area.

Since the temporary construction easement does not represent a permanent easement, a rental amount for the land is applied over the length of the easement agreement. As in the previous analysis, the value of the larger parcel was estimated at **$70.00** per square foot. This figure, times the land area of 250 square feet, equates to $17,500. Land capitalization rates generally range in the market from 6% to 10% depending upon the location, use, zoning, size, etc. Historically an 8% to 10% rate of return was anticipated on land values in this general market. Recently, there has been a downward trend in land capitalization rates to where they are now typically in the 7% to 8% range. Given that the impact of the TCE is minimal and there are no taxes for an association parcel, we have concluded a rate in the middle of the range. Thus, utilizing a capitalization rate of 8% multiplied to the $17,500 land value times 24 months, results in a Market Value for the Temporary Construction Easement of $2,800. This calculation is shown in the table below:

Parcel No.	Part Taken	Value Per SF	Property Rights	Total Value	Annual Land Rate of Return	No. of Months	Value
334-021-15	2,137.07 SF	$70.00	0%	$0	8.00%	24	$0
334-021-15	250.00 SF	$70.00	100%	$17,500	8.00%	24	$2,800

EXHIBIT "B"
PERMANENT BRIDGE EASEMENT

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 3.29 FEET;

THENCE LEAVING SAID LINES SOUTH 89°06'13" EAST, A DISTANCE OF 9.04 FEET;

THENCE SOUTH 10°19'39" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 9.54 FEET TO THE **POINT OF BEGINNING**.



CONTAINS 32.38 SF MORE OR LESS.

Vincent KLeppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: PERMANENT BRIDGE EASEMENT

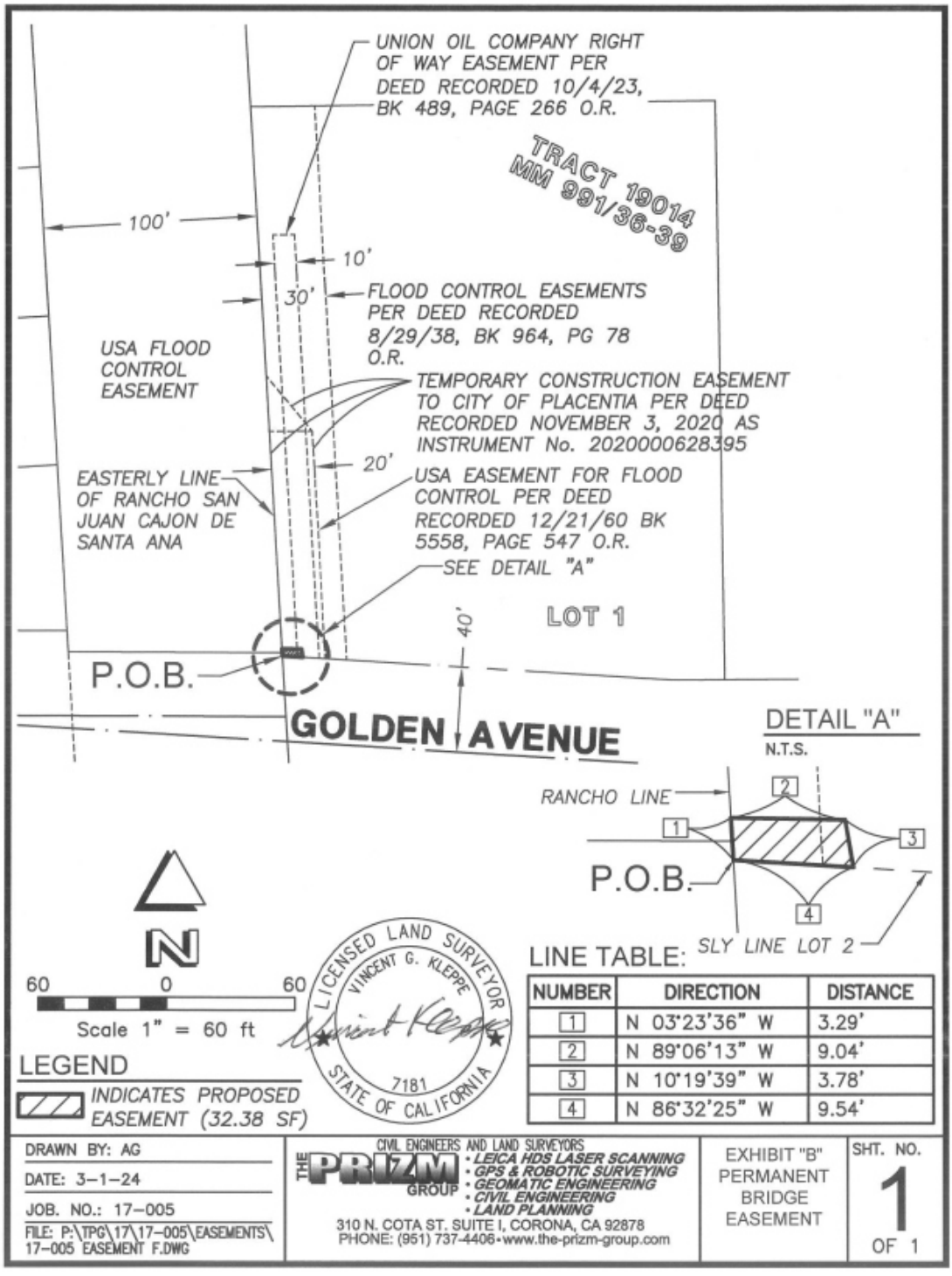


EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 131.79 FEET;

THENCE LEAVING SAID LINE SOUTH 39°38'54" EAST, A DISTANCE OF 33.82 FEET TO A LONE PARALLEL AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 106.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 20.14 FEET TO THE **POINT OF BEGINNING**.

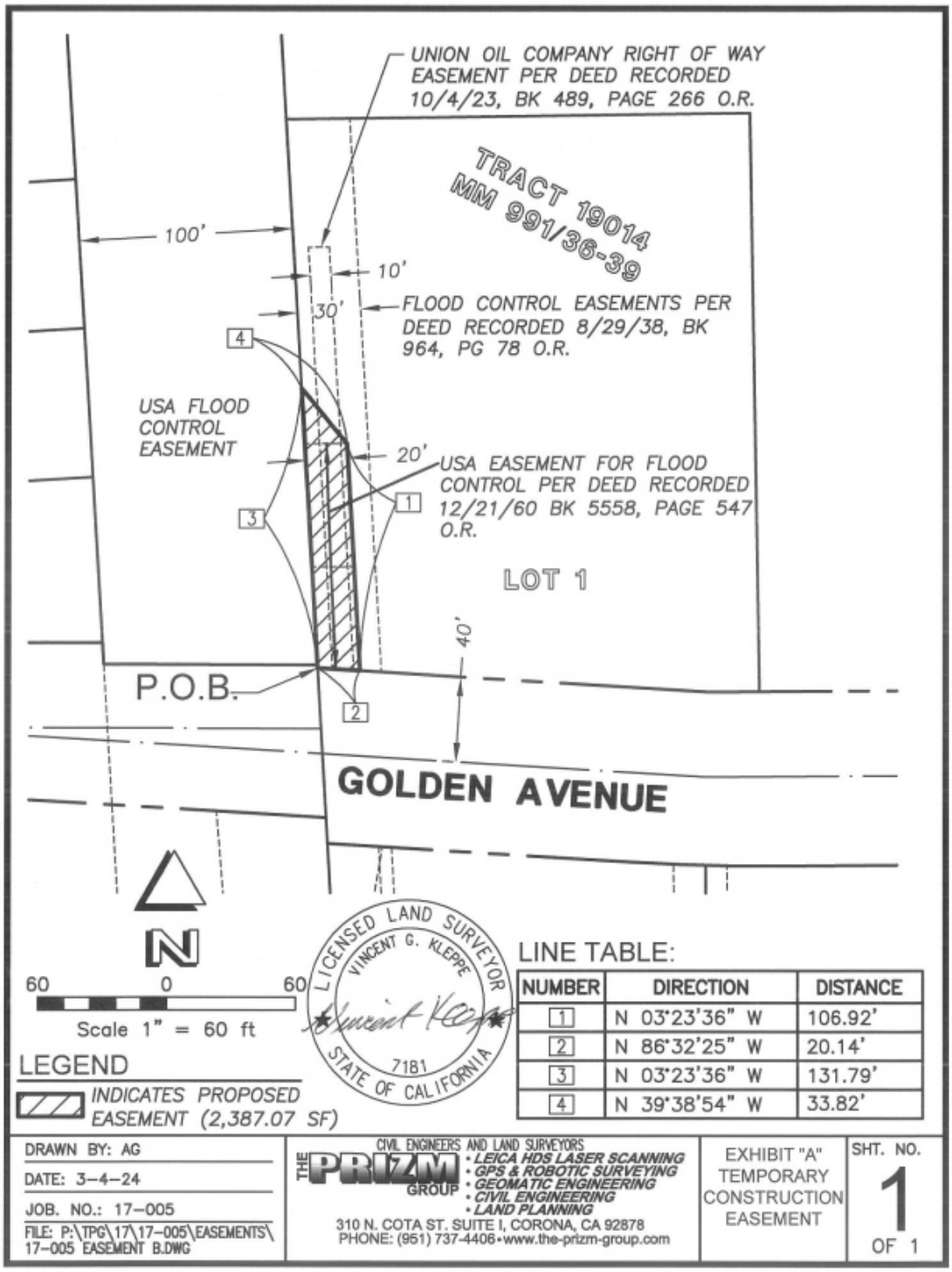
CONTAINS 2,387.07 SF (0.05 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-4-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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UNION OIL COMPANY RIGHT OF WAY EASEMENT PER DEED RECORDED 10/4/23, BK 489, PAGE 266 O.R.
TRACT 19014 MM 991/36-39
100'
10'
30'
FLOOD CONTROL EASEMENTS PER DEED RECORDED 8/29/38, BK 964, PG 78 O.R.
USA FLOOD CONTROL EASEMENT
20'
USA EASEMENT FOR FLOOD CONTROL PER DEED RECORDED 12/21/60 BK 5558, PAGE 547 O.R.
LOT 1
40'
P.O.B.
GOLDEN AVENUE
N
60 0 60
Scale 1" = 60 ft
LEGEND
INDICATES PROPOSED EASEMENT (2,387.07 SF)
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA
LINE TABLE:
NUMBER | DIRECTION | DISTANCE
1 | N 03°23'36" W | 106.92'
2 | N 86°32'25" W | 20.14'
3 | N 03°23'36" W | 131.79'
4 | N 39°38'54" W | 33.82'
DRAWN BY: AG
DATE: 3-4-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT B.DWG
THE PRIZM GROUP
CIVIL ENGINEERS AND LAND SURVEYORS
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406 • www.the-prizm-group.com
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
SHT. NO. 1 OF 1

Photographs of Proposed Acquisitions



VIEW OF EASEMENT AREAS ALONG ACCESS ROAD LOOKING SOUTH



VIEW OF EASEMENT AREAS FROM ROAD (GOLDEN AVENUE)



VIEW OF EXISTING BRIDGE LOOKING WEST (SUBJECT LOCATED RIGHT)

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion. Historical marketing of the subject property has given a site area of the usable area exclusive of the gross area that includes the flood control easement.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. All take areas are outside the physical improvement (fence/wall) of the property. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at $3,811,667. Our value conclusions are summarized in a table on the following page. It should be noted that the difference between the before and after condition is nominal and the calculation shown here is solely mathematical. Market value of the larger parcel and actions by buyers and sellers would reflect the net (usable) area of the site.

Value Conclusions

acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." [8] The nominal valuation as defined by Cal-Trans was rounded at **$500** for the proposed permanent bridge easement.The temporary construction easement did not consist of a nominal value conclusion.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$3,811,780	
Permanent Property Rights		
Value of Part Taken - Land (32.38 SF)	$113	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$113	$500 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$3,811,667	
Temporary Property Rights		
Temporary Construction Easement (2387.07 SF)	$2,800	$2,800
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$3,300**

[8] *The Dictionary of Real Estate Appraisal*, Appraisal Institute, Fourth Edition, 2002, Page 196

General Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.

2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management, unless otherwise noted.

3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Orange County will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.

4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.

5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations, or restrictions existing in the subject property.

6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.

7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Orange County is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.

8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.

9. The dates of value for which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions.

10. Maps, plats, and exhibits included in this report are for illustration only and are intended to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The square footage totals utilized in this report may be based upon the legal description of the property, assessors plat maps, building plans, previous estimates and/or a measurement of the premises by the appraiser(s). The measurements utilized in this report should not be construed as an exact measurement of the site or improvements. If so desired, a professional survey should be conducted by a trained and qualified consultant.

11. The information, estimates, and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them is assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.

13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.

14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Orange County and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability, or accountability to any third party.

15. Distribution of this report is at the sole discretion of the client, but third parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.

16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Orange County.

17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.

18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the

subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject's flood zone classification from a licensed surveyor.

20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.

21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.

23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are

deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire a greater level of measuring detail, they are urged to retain the measurement services of a qualified professional (space planner, architect, or building engineer). We reserve the right to use an alternative source of building size and amend the analysis, narrative and concluded values (at additional cost) should this alternative measurement source reflect or reveal substantial differences with the measurements used within the report.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, we reserve the right to amend this appraisal (at additional cost) if substantial differences are discovered.

27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, then this appraisal is subject to a review of the final plans and specifications when available (at additional cost) and we reserve the right to amend this appraisal if substantial differences are discovered.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment, or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

31. No changes in any federal, state, or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

32. Projections of income and expenses made in this appraisal are not predictions of the future and are made as of the date of the appraisal. These estimates represent the appraiser's best

estimate of current market related thinking on future income and expenses. The appraiser makes no warranty that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of the appraiser(s) to predict or in any way warrant the conditions of a future real estate market, rather the appraiser(s) can only reflect what the investment community, as of a specific date, envisions for the future in terms of rental rates, expenses, supply and demand.

33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. Therefore, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Orange County both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Orange County and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Orange County or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Orange County for this assignment, and under no circumstances shall any claim for consequential damages be made.

36. Valbridge Property Advisors | Orange County shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Orange County. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Orange County and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Orange County harmless from and

against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Orange County in such action, regardless of its outcome.

37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Penner and Associates, Inc. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.

38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.

40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

41. Unless the time period is shorter under applicable law, any legal action or claim relating to the appraisal or to this Agreement shall be filed in court within two (2) years from the date of delivery to Client of the appraisal report to which the claims or causes of action relate or, in the case of acts or conduct after delivery of the report, two (2) years from the date of the alleged acts or conduct. The time period stated in this section shall not be extended by any delay in the discovery or accrual of the underlying claims, causes of action or damages.

Certification – John Penner, Jr.

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have personally inspected the subject property.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, the undersigned, if applicable, has completed the continuing education program for Designated Members of the Appraisal Institute.



John D. Penner Jr.
Staff Appraiser
California License #AG3009243

Certification – John D. Penner

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
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John D. Penner, MAI
Senior Managing Director
National Director – Fractional Interest Valuation
California License #AG001720

Addenda

Exhibit A: Notice To Appraise
Exhibit B: Title Litigation Guarantee
Exhibit C: Easements
Exhibit D: Parcel Diary
Glossary
Qualifications

- John Penner, Jr., AG
- John D. Penner, MAI

Information on Valbridge Property Advisors
Office Locations

Exhibit A: Notice to Appraise

The People are the City

Mayor
JEREMY B. YAMAGUCHI
Mayor Pro Tem
KEVIN KIRWIN
Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL
City Treasurer
KEVIN A. LARSON
City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

April 1, 2024

Villena Community Association
26840 Aliso Viejo Parkway Ste. 100
Aliso Viejo, CA 92656

Re: City of Placentia - Golden Avenue Bridge Replacement Project ("Project")
Property Address: 27 Units Golden Avenue, Placentia, CA 92870
Assessor Parcel No. (APN): 334-021-15

Dear Property Owner(s),

The City of Placentia (City) is proposing the Golden Avenue Bridge Replacement Project. The existing Golden Avenue Bridge was constructed in 1934 and was rated functionally obsolete by Caltrans in 2005. The City subsequently obtained a grant to replace this bridge and has been developing the engineered plans and construction specifications to construct a new replacement bridge. The new bridge will accommodate one lane of traffic in either direction as well as new sidewalks and bike lanes. Currently, the bridge is only wide enough to accommodate one vehicle in each direction which means pedestrians, bicyclists and motorists must all share the road at the same time.

Your property, located at 27 Units Golden Avenue Placentia CA 92870 , is within the project area and a portion may be required for the project. Before a decision can be made to acquire any interests in your property, the law provides that the interest first be appraised. As part of the appraisal process, it will be necessary to perform an inspection of your property to aid in the determination of Just Compensation. You or your representative may accompany the appraiser on this inspection if you wish to do so.

The City of Placentia has retained the services of Valbridge Property Advisors an independent appraisal firm, to prepare an appraisal. John Penner, MAI. will be contacting you to schedule the appraisal. You may call him at (714) 449-0304 to schedule an appointment for the inspection of your property if you choose to be present.

We have enclosed an Acquisition Handbook which will provide you with answers to questions owners frequently ask concerning land acquisition procedures. All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (42U.S.C. 2000d, et seq.) and Section 162(a) of the Federal Highway Act of 1973 (23 U.S.C. 324).

Enclosed for your information is a brochure which discusses this requirement.

This notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments.

The City of Placentia has retained the services of Epic Land Solutions, Inc., a right of way acquisition firm, to discuss this project with you, explain the proposed transaction and coordinate the acquisition process. If you have any questions or concerns, please feel free to contact Christine Wasfi, Right of Way Agent at 951-405-4645 or cwasfi@epicland.com .

Sincerely,

Damien Arrula
City Administrator
City of Placentia
(714) 993-8171

Enclosures

- EXHIBIT A – TCE Legal Description/Plat Map
- EXHIBIT B – Permanent Easement Legal Description/Plat Map
- Acquisition Handbook
- Your Rights under Title VI Brochure

Exhibit B: Title Litigation Guarantee

Updated

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015730**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____ By: _____
Kenneth D. DeGiorgio, President — Lisa W. Cornehl, Secretary

By:
Authorized Countersignature

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule A	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015730**

File No.: 7015730

Guarantee No. 7015730 Amount of Liability: $2,500.00

Date of Guarantee:January 10, 2024 at 7:30 A.M. Fee: $500.00

1. Name of Assured:

   City of Placentia

2. The estate or interest in the Land which is covered by this Guarantee is:

   A fee as to Parcel(s) 1, an easement as to Parcel(s) 2

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Placentia, County of Orange, State of California, described as follows:

   PARCEL 1:

   THAT CERTAIN REAL PROPERTY IDENTIFIED AS "ASSOCIATION PROPERTY" AS SHOWN AND DESCRIBED ON THAT CERTAIN CONDOMINIUM PLAN FOR VILLENA (PHASE 1) RECORDED ON JULY 16, 2021, AS INSTRUMENT NO. 2021000457395, (TOGETHER WITH ANY AMENDMENTS THERETO, COLLECTIVELY, THE "PLAN"), OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA (THE "OFFICIAL RECORDS"), CONSTITUTING A PORTION OF LOT 1 OF TRACT NO. 19014 (THE "MAP"), FILED IN BOOK 991, AT PAGES 36 TO 39, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

   EXCEPTING THEREFROM, THE UNITS AND CONDOMINIUM COMMON AREA, AS DESCRIBED ON THE PLAN.

   RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR, AND ITS SUCCESSORS AND ASSIGNS, TO THE EXTENT NOT ALREADY RESERVED OR EXCEPTED BY INSTRUMENTS OF RECORD:

   A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES");

   B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY

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DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO RE-DRILL, RE-TUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO ENTER UPON OR DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES FROM THE SURFACE OF THE PROPERTY OR FROM THE LAND FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE PROPERTY; AND

C. ALL WATER AND WATER RIGHTS, IF ANY, WITHIN AND UNDERLYING THE PROPERTY.

PARCEL 2:

NONEXCLUSIVE EASEMENT FOR ACCESS, ENCROACHMENT, MAINTENANCE, DRAINAGE, SUPPORT, REPAIR, AND FOR OTHER PURPOSES, ALL AS DEFINED AND DESCRIBED IN THE DECLARATION, OR AS MAY BE SHOWN ON THE MAP OR THE PLAN.

APN: 334-021-15 (Portion)

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Villena Community Association, a California nonprofit mutual benefit corporation

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

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First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Schedule B	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015730**

File No.: 7015730

1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$0.00, NO TAX DUE
Penalty:	$0.00
Second Installment:	$0.00, NO TAX DUE
Penalty:	$0.00
Tax Rate Area:	09-013
A. P. No.:	334-021-15

Affects: The land and other property.

The County Tax Collector could not verify the amounts shown above at this time. Please verify the amounts with the County Tax Collector prior to the close of the contemplated transaction.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. An easement for pipelines and incidental purposes, recorded November 7, 1911 in Book 203 of Deeds, Page 291.
In Favor of: Yorba Linda Water Company
Affects: Common Area

The location of the easement cannot be determined from record information.

5. An easement for right of way for irrigation or drainage ditches, pipelines or conduits and incidental purposes, recorded September 2, 1913 in Book 242 of Deeds, Page 98.
In Favor of: M.N. Newmark
Affects: Common Area

The location of the easement cannot be determined from record information.

6. An easement for pipeline and incidental purposes, recorded October 4, 1923 in Book 489 of Deeds, Page 266.

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In Favor of: Union Oil Company of California
Affects: Common Area

The effect of a document entitled "Quitclaim Deed", recorded September 17, 2020 as Instrument No. 2020000502161 of Official Records.

7. An easement for the right to erect, construct, repair and maintain check dams, etc. and incidental purposes, recorded August 29, 1938 as Book 964, Page 78 of Official Records.
In Favor of: City of Placentia successor in interest to the County of Orange
Affects: Common Area

A document recorded March 22, 1960 as Book 5157, Page 591 of Official Records provides that the above document was subordinated to the document recorded December 21, 1960 as Book 5558, Page 547 of Official Records.

8. An easement for flood control and channel rectification and incidental purposes, recorded December 21, 1960 as Book 5558, Page 547 of Official Records.
In Favor of: United States of America
Affects: Common Area

9. An easement for pipe lines and incidental purposes, recorded March 4, 1981 as Book 13968, Page 1513 of Official Records.
In Favor of: Yorba Linda County Water District
Affects: Common Area

10. An easement for pipe lines and incidental purposes, recorded April 16, 1981 as Book 14022, Page 1239 of Official Records.
In Favor of: Southern California Gas Company
Affects: Common Area

11. An easement for pipelines and communication facilities and incidental purposes, recorded November 5, 2014 as Instrument No. 2014000451694 of Official Records.
In Favor of: Southern California Gas Company, a California corporation, its successors and assigns
Affects: Common Area

The location of the easement cannot be determined from record information.

12. Intentionally Deleted

13. The terms and provisions contained in the document entitled "Master Covenant and Agreement" recorded September 3, 2020 as Instrument No. 2020000465451 of Official Records.

14. The terms and provisions contained in the document entitled "Water and Sewer Service Agreement Between Yorba Linda Water District and Placentia 26 LLC" recorded October 22, 2020 as Instrument No. 2020000596313 of Official Records.

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15. The terms, provisions and easement(s) contained in the document entitled "Grant Deed of Temporary and Permenant Easements for the Reconstruction of Golden Avenue Bridge " recorded November 03, 2020 as Instrument No. 2020000628395 of Official Records.

The effect of a document entitled "Quit Claim Deed ", recorded November 15, 2023 as Instrument No. 2023-280057 of Official Records.

16. An easement shown or dedicated on the Map as referred to in the legal description

For: Public utility, access, temporary construction, permanent slope and incidental purposes.

17. Abutter's rights of ingress and egress to or from Golden Avenue, except at street intersections and approved access locations, have been dedicated or relinquished on the filed Map.

18. An easement for facilities and incidental purposes, recorded March 11, 2021 as Instrument No. 2021000168507 of Official Records.
In Favor of: Southern California Gas Company, a California corporation, its successors and assigns
Affects: Common Area

19. An easement for systems and incidental purposes, recorded April 15, 2021 as Instrument No. 2021000255265 of Official Records.
In Favor of: Southern California Edison Company, a corporation, its successors and assigns
Affects: Common Area

20. Covenants, conditions, restrictions, assessments, liens, charges, terms and provisions in the document recorded July 16, 2021 as Instrument No. 2021000458278 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded August 05, 2021 as Instrument No. 2021000495392 of Official Records.

21. An easement for street access and maintenance and incidental purposes, recorded July 16, 2021 as Instrument No. 2021000458279 of Official Records.
In Favor of: Villena Community Association, a California nonprofit mutual benefit corporation
Affects: Common Area

22. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded August 31, 2021 as Instrument No. 2021000547016 of Official Records.

23. The terms, provisions and easement(s) contained in the document entitled "Deed of Easement" recorded October 25, 2021 as Instrument No. 2021000648676 of Official Records.

24. Easements, Covenants and Conditions contained in the deed from Placentia 26, LLC, a Delaware limited liability company, as Grantor, to Villena Community Association, a California nonprofit mutual benefit corporation, as Grantee, recorded November 04, 2021 as Instrument No Instrument No. 2021000668780 of Official Records. Reference being made to the document for full particulars, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

25. The terms, provisions and easement(s) contained in the document entitled "Grant of Easement" recorded December 02, 2021 as Instrument No. 2021000731179 of Official Records.

26. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**

    A. AN AFFIDAVIT (Click Here), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;

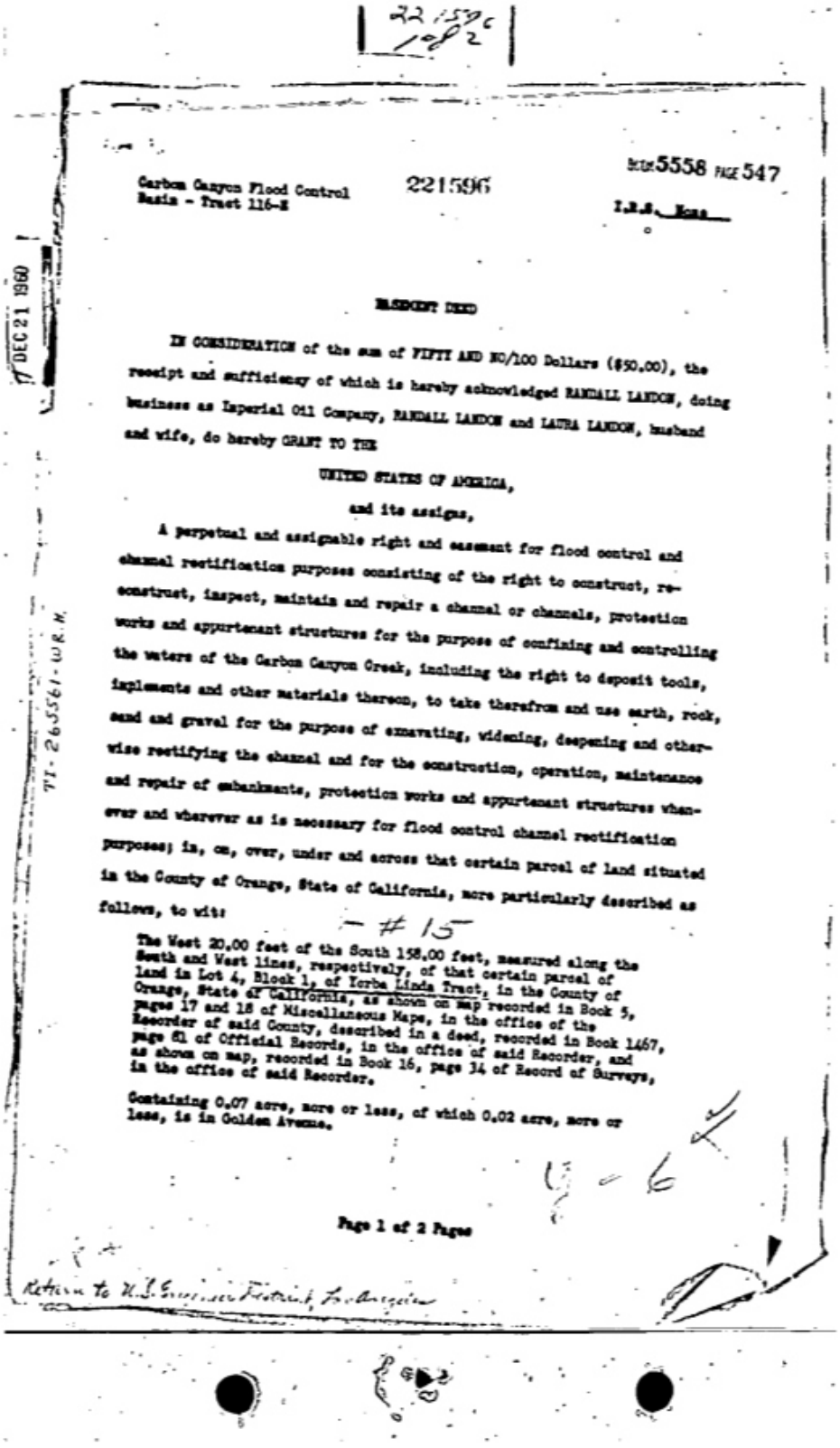
    B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND

    C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.

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Exhibit C: Easements

USA Flood Control Easement Per 5558-547



22 1539c
1 of 2

DEC 21 1960

TI-265561-W.R.M.

BOOK 5558 PAGE 547

Carbon Canyon Flood Control Basin - Tract 116-E

221596

I.R.S. None

EASEMENT DEED

IN CONSIDERATION of the sum of FIFTY AND NO/100 Dollars ($50.00), the receipt and sufficiency of which is hereby acknowledged RANDALL LANDON, doing business as Imperial Oil Company, RANDALL LANDON and LAURA LANDON, husband and wife, do hereby GRANT TO THE

UNITED STATES OF AMERICA,

and its assigns,

A perpetual and assignable right and easement for flood control and channel rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the Carbon Canyon Creek, including the right to deposit tools, implements and other materials thereon, to take therefrom and use earth, rock, sand and gravel for the purpose of excavating, widening, deepening and otherwise rectifying the channel and for the construction, operation, maintenance and repair of embankments, protection works and appurtenant structures whenever and wherever as is necessary for flood control channel rectification purposes; in, on, over, under and across that certain parcel of land situated in the County of Orange, State of California, more particularly described as follows, to wit:

- #15 -

The West 20.00 feet of the South 158.00 feet, measured along the South and West lines, respectively, of that certain parcel of land in Lot 4, Block 1, of Yorba Linda Tract, in the County of Orange, State of California, as shown on map recorded in Book 5, pages 17 and 18 of Miscellaneous Maps, in the office of the Recorder of said County, described in a deed, recorded in Book 1467, page 61 of Official Records, in the office of said Recorder, and as shown on map, recorded in Book 16, page 34 of Record of Surveys, in the office of said Recorder.

Containing 0.07 acre, more or less, of which 0.02 acre, more or less, is in Golden Avenue.

Page 1 of 2 Pages

Return to U.S. Engineer District, Los Angeles

Exhibit D: Parcel Diary

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP *(P.M.)*	PARCEL NO.
12	Orange	Golden Avene		334-021-15

OWNER	ADDRESS	PHONE
Villena Community Association	No Situs: 27 Units on Golden Avenue & Villena Way, Placentia, CA 92870	HM WK CELL

PROJECT	CERT DATE
Golden Avenue Bridge Replacement Project	

DATE OWNER INVITED TO ACCOMPANY APPRAISER		DATE PROPERTY INSPECTED
April 2, 2024	BY: LETTER ☒ PHONE ☐ PERSON ☐	April 02, 2024

APP. REPORT #/DATE	APPROVAL DATE	APPRAISED VALUE	EA
CA06-24-0049 / 5/2/2024		$3,300	BRL-5269(025)

REVISED DATE	APPROVAL DATE	APPRAISED VALUE
7/23/2024		$3,300

DATE OF FIRST WRITTEN OFFER	AMOUNT OF REPLACEMENT HOUSING SUPP. AT TIME OF FIRST WRITTEN OFFER	RAP PKG. DEL. DATE
DATE ASSIGNED TO ACQUISITION AGENT		

PEOPLE V._____	SCC #_____	FILED	EFF. DATE OP

OWNER'S ATTORNEY	ADDRESS	PHONE

ASSIGNED TO _____ APPRAISER _____ DATE

DATE/AGENT-SIGNATURE/INITIAL	DATA
4/2/2024 John Penner Jr.	Notice of decision to appraise was mailed to owner on April 2, 2024 – no response received from property owner.
4/2/2024 John Penner Jr.	Site inspection was performed on April 2, 2024

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL DIARY

RW 7-1 (REV 09/2018)

CONFIDENTIAL
This document contains personal information and subject to Civil Code 1798.24, it shall be kept confidential in order to protect against unauthorized disclosure.

DIST	CO	RTE	KP *(P.M.)*	PARCEL NO.

DATE/AGENT-SIGNATURE/INITIAL	DATA

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Glossary

Definitions are taken from the Dictionary of Real Estate Appraisal, 5th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP) and Building Owners and Managers Association International (BOMA).

Absolute Net Lease

A lease in which the tenant pays all expenses including structural, maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Additional Rent

Any amounts due under a lease that is in addition to base rent. Most common form is operating expense increases. (Dictionary)

Amortization

The process of retiring a debt or recovering a capital investment, typically though scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value

The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Dictionary)

Base (Shell) Building

The existing shell condition of a building prior to the installation of tenant improvements. This condition varies from building to building, landlord to landlord, and generally involves the level of finish above the ceiling grid. (Dictionary)

Base Rent

The minimum rent stipulated in a lease. (Dictionary)

Base Year

The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area

The areas of the building that provide services to building tenants, but which are not included in the rentable area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common areas are; floor common areas, parking spaces, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area

The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Certificate of Occupancy (COO)

A statement issued by a local government verifying that a newly constructed building is in compliance with all codes and may be occupied.

Common Area (Public) Factor

In a lease, the common area (public) factor is the multiplier to a tenant's usable space that accounts for the tenant's proportionate share of the common area (restrooms, elevator lobby, mechanical rooms, etc.). The public factor is usually expressed as a percentage and ranges from a low of 5 percent for a full tenant to as high as 15 percent or more for a multi-tenant floor. Subtracting one (1) from the quotient of the rentable area divided by the useable area yields the load (public) factor. At times confused with the "loss factor" which is the total rentable area of the full floor less the useable area divided by the rentable area. (BOMA)

Common Area Maintenance (CAM)

The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.

CAM can be a line-item expense for a group of items that can include maintenance of the parking lot and landscaped areas and sometimes the exterior walls of the buildings. CAM can refer to all operating expenses.

CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative load. An example would be a 15 percent addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee. (Dictionary)

Condominium

A form of ownership in which each owner possesses the exclusive right to use and occupy an allotted unit plus an undivided interest in common areas.

A multiunit structure, or a unit within such a structure, with a condominium form of ownership. (Dictionary)

Conservation Easement

An interest in real property restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature to continue, subject to the easement. In some locations, a conservation easement may be referred to as a conservation restriction. (Dictionary)

Contributory Value

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI/Im), which measures the relative ability to a property to meet its debt service out of net operating income. Also called Debt Service Coverage Ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

1) In appraising, the loss in a property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date. 2) In accounting, an allowance made against the loss in value of an asset for a defined purpose and computed using a specified method. (Dictionary)

Disposition Value

The most probable price that a specified interest in real property is likely to bring under the following conditions:

- Consummation of a sale within an exposure time specified by the client;
- The property is subjected to market conditions prevailing as of the date of valuation;
- Both the buyer and seller are acting prudently and knowledgeably;
- The seller is under compulsion to sell;
- The buyer is typically motivated;
- Both parties are acting in what they consider to be their best interests;
- An adequate marketing effort will be made during the exposure time specified by the client;
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Easement

The right to use another's land for a stated purpose. (Dictionary)

EIFS

Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date

The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. 2) In a lease document, the date upon which the lease goes into effect. (Dictionary)

Effective Gross Income (EGI)

The anticipated income from all operations of the real property after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent

The rental rate net of financial concessions such as periods of no rent during the lease term and above- or below-market tenant improvements (TIs). (Dictionary)

EPDM

Ethylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings. (Dictionary)

Escalation Clause

A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called an expense recovery clause or stop clause. (Dictionary)

Estoppel Certificate

A statement of material factors or conditions of which another person can rely because it cannot be denied at a later date. In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an estoppel letter. (Dictionary)

Excess Land

Land that is not needed to serve or support the existing improvement. The highest and best use of the excess land may or may not be the same as the highest and best use

of the improved parcel. Excess land may have the potential to be sold separately and is valued separately. (Dictionary)

Expense Stop

A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying any operating expenses above a stated level or amount. (Dictionary)

Exposure Time

1) The time a property remains on the market. 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary)

Extraordinary Assumption

An assumption directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area

Areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. (BOMA)

Full Service (Gross) Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a full service lease. (Dictionary)

Going Concern Value

- The market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the market value of the going concern.
- The value of an operating business enterprise. Goodwill may be separately measured but is an integral component of going-concern value when it exists and is recognizable. (Dictionary)

Gross Building Area

The total constructed area of a building. It is generally not used for leasing purposes (BOMA)

Gross Measured Area

The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of the same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method

A method of calculating variable operating expense in income-producing properties when less than 100 percent occupancy is assumed. The gross up method approximates the actual expense of providing services to the rentable area of a building given a specified rate of occupancy. (Dictionary)

Gross Retail Sellout

The sum of the appraised values of the individual units in a subdivision, as if all of the units were completed and available for retail sale, as of the date of the appraisal. The sum of the retail sales includes an allowance for lot premiums, if applicable, but excludes all allowances for carrying costs. (Dictionary)

Ground Lease

A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent

The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning. A general term encompassing any system designed to heat and cool a building in its entirety.

Highest and Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are 1) legal permissibility, 2) physical possibility, 3) financial feasibility, and 4) maximally profitability. Alternatively, the probable use of land or improved –specific with respect to the user and

timing of the use–that is adequately supported and results in the highest present value. (Dictionary)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary)

Industrial Gross Lease

A lease of industrial property in which the landlord and tenant share expenses. The landlord receives stipulated rent and is obligated to pay certain operating expenses, often structural maintenance, insurance and real estate taxes as specified in the lease. There are significant regional and local differences in the use of this term. (Dictionary)

Insurable Value

A type of value for insurance purposes. (Dictionary)
(Typically, this includes replacement cost less basement excavation, foundation, underground piping and architect's fees).

Investment Value

The value of a property interest to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position as he or she would be if the property had not been taken. (Dictionary)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary)

Leasehold Interest

The tenant's possessory interest created by a lease. (Dictionary)

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

- Consummation of a sale within a short period.
- The property is subjected to market conditions prevailing as of the date of valuation.
- Both the buyer and seller are acting prudently and knowledgeably.
- The seller is under extreme compulsion to sell.
- The buyer is typically motivated.
- Both parties are acting in what they consider to be their best interests.
- A normal marketing effort is not possible due to the brief exposure time.
- Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto.
- The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The amount of money borrowed in relation to the total market value of a property. Expressed as a percentage of the loan amount divided by the property value. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement including permitted uses, use restrictions, expense obligations; term, concessions, renewal and purchase options and tenant improvements (TIs). (Dictionary)

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and

the passing of title from seller to buyer under conditions whereby:

a. Buyer and seller are typically motivated;
b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
c. A reasonable time is allowed for exposure in the open market;
d. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value As If Complete

Market value as if complete means the market value of the property with all proposed construction, conversion or rehabilitation hypothetically completed or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value shall reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value As If Stabilized

Market value as if stabilized means the market value of the property at a current point and time when all improvements have been physically constructed and the property has been leased to its optimum level of long term occupancy.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of the appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Standards Board of the Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions" address the determination of reasonable exposure and marketing time). (Dictionary)

Master Lease

A lease in which the fee owner leases a part or the entire property to a single entity (the master lease) in return for a stipulated rent. The master lessee then leases the property to multiple tenants. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi-gross lease. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (TOE/EGI); the complement of the net income ratio, i.e., OER = 1 – NIR (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the optionee) to buy, sell, or lease real property for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole (a fractional interest). (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real estate taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to real property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Future Value Upon Completion

Market value "upon completion" is a prospective future value estimate of a property at a point in time when all of its improvements are fully completed. It assumes all proposed construction, conversion, or rehabilitation is hypothetically complete as of a future date when such effort is projected to occur. The projected completion date and the value estimate must reflect the market value of the property in its projected condition, i.e., completely vacant or partially occupied. The cash flow must reflect lease-up costs, required tenant improvements and leasing commissions on all areas not leased and occupied.

Prospective Future Value Upon Stabilization

Market value "upon stabilization" is a prospective future value estimate of a property at a point in time when stabilized occupancy has been achieved. The projected stabilization date and the value estimate must reflect the absorption period required to achieve stabilization. In addition, the cash flows must reflect lease-up costs, required tenant improvements and leasing commissions on all unleased areas.

Replacement Cost
The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost
The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, super-adequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion
A value opinion effective as of a specified historical date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate
The interest held by the original lessee when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease
An agreement in which the lessee (i.e., the tenant) leases part or all of the property to another party and thereby becomes a lessor. (Dictionary)

Subordination
A contractual arrangement in which a party with a claim to certain assets agrees to make his or her claim junior, or subordinate, to the claims of another party. (Dictionary)

Substantial Completion
Generally used in reference to the construction of tenant improvements (TIs). The tenant's premises are typically deemed to be substantially completed when all of the TIs for the premises have been completed in accordance with the plans and specifications previously approved by the tenant. Sometimes used to define the commencement date of a lease.

Surplus Land
Land that is not currently needed to support the existing improvement but cannot be separated from the property and sold off. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

Triple Net (Net Net Net) Lease
A lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management. Also called NNN, triple net lease, or fully net lease. (Dictionary)

(The market definition of a triple net lease varies; in some cases, tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

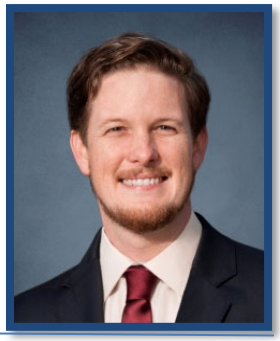
Usable Area
The measured area of an office area, store area or building common area on a floor. The total of all the usable areas or a floor shall equal floor usable area of that same floor. The amount of floor usable area can vary over the life of a building as corridors expand and contract and as floors are remodeled. (BOMA)

Value-in-Use
The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal. Value in use may or may not be equal to market value but is different conceptually. (Dictionary)

Valbridge PROPERTY ADVISORS

Qualifications of John D. Penner, Jr.
Staff Appraiser

Independent Valuations for a Variable World



State Certifications
Certified General Appraiser
State of California
(AG3009243)

Education
B.A. - Music Composition and Psychology, with high honors
Point Loma Nazarene University

M.S. - Clinical Psychology, California State University Fullerton *(All coursework but thesis)*

Contact Details
714-349-2687 (cell)
714-449-0852 (office)

Valbridge Property Advisors | Orange County Office
17822 17th Street, Suite 211
Tustin, CA 92780

jpennerjr@valbridge.com
www.valbridge.com

Valbridge Property Advisors is the largest Commercial Appraisal Company in the United States with over 80 offices nationwide.

Membership/Affiliations:
Appraisal Institute – Candidate for Designation
IRWA – International Right of Way Association

Appraisal Related Coursework:
Appraisal Principles, Appraisal Procedures, National Uniform Standards of Appraisal Practice (USPAP), Report Writing and Case Studies, Market Analysis and Highest and Best Use, Sales Comparison Approach, Income Approach, Site Valuation and Cost Approach Statistics, Modeling and Finance, Advanced Statistics, Research Design, Structural Equation Modeling

Experience:
APPRAISER: Valbridge Property Advisors, 2015 - Present
Perform valuation and advising for commercial real estate with specialties in portfolio valuation, development, investment property, eminant domain, and specialty property uses.

INVESTOR: Self-Managed Private Wealth, 2013 - Present
Manage a portfolio focused on bitcoin, quantitative investing and trading, real assets, commodities, private lending, and equity long/short.

MENTAL HEALTH SERVICES PROVIDER: Various Organizations, 2011 - 2015
Provide therapy and mental health care services at South Coast Community Services, ACES, and The Gary Center.

Academic Research Publications:
A study of psychological pain in substance use disorder and its relationship to treatment outcome. PLoS ONE 14(11): e021626, November 7, 2019

Women's Representation in 60 Occupations from 1972 to 2010: More Women in High-Status Jobs, Few Women in Things-Oriented Jobs
PLoS ONE 9(5): e95960, May 2, 2014

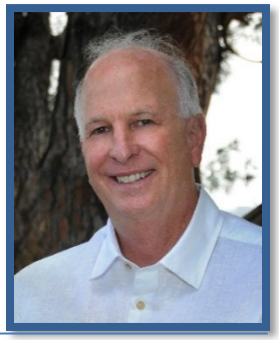
Scope of Work:
Types of properties appraised include:

High and Low Rise Office, Medical & Dental Offices, Neighborhood Centers, Strip Retail Centers, Restaurants, Mixed Use, Vacant Land, Market Studies, Manufacturing Facilities, Warehouses, R&D Buildings, Business Parks, Multi-Tenant Industrial, School Use, Apartment Projects, Single Family, Condemnation, Special Use Properties

Valbridge PROPERTY ADVISORS

Qualifications of John D. Penner, MAI
Senior Managing Director – Orange County, CA
National Director – Fractional Interest Valuation

Independent Valuations for a Variable World



State Certifications
Certified General Appraiser
State of California (AG001720)

Education
B.S. - Business Administration
Finance & Investments
San Diego State University

Publications - Author
Penner Expense Guides:
1) Office/Medical
2) Retail
3) Industrial
4) Multi-family/Apartment

Qualified
Expert Witness:
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Membership/Affiliations:
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Experience:
SENIOR MANAGING DIRECTOR/OWNER, 1991-Present
This firm performs valuation and advising for commercial real estate with a specialty in medical office, and industrial properties. Mr. Penner has over 40 years of experience in the Southern California region and has completed assignments in many areas of the United States.

SENIOR APPRAISER: T.L. YATES & ASSOCIATES, 1990–1991
Work included narrative appraisals of proposed, existing and problem properties located in the markets of Southern California and Arizona.

SENIOR APPRAISER/ANALYST: HOME SAVINGS OF AMERICA, 1983–1990
Work included valuation of residential and commercial properties located throughout Southern California, Northern California, Arizona, Texas, Florida and New York. Specific responsibilities included the appraisal of problem properties, market studies, feasibility, and portfolio analysis.

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Work includes the appraisal and/or consultation of reports for acquisition, sale, refinance, estate, development, condemnation, fractional interest and court testimony purposes. Typical clients served are financial institutions, investors, developers, legal firms, and governmental. Types of properties appraised include:

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Summary Statement

The following is a summary statement of an appraisal relating to the purchase of real property or an interest therein.

Basis of Fair Market Value

The fair market value for the property to be acquired is based upon an appraisal, prepared in accordance with accepted appraisal principles and methodologies (see attached Definitions) and by a certified general real estate appraisal. Per the definition of market value for eminent domain purposes in the CA code of civil procedure, any increase or decrease in the fair market value of the subject property as of the date of value caused by the public improvement for which such property is being acquired has been disregarded in determining Just Compensation.

Proposed Acquisition Description

The City of Placentia has decided to appraise a portion of the subject property known by the County of Orange Assessor's Parcel No. 334-021-15 located in the City of Placentia, County of Orange with an address of No Situs: 27 Units on Golden Avenue and Villena Way, Placentia, Orange County, California 92870. Subject Larger Parcel

Condemnation Analysis

Acquisition Summary

The subject property is an association parcel for a group of townhomes. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 1.30 acres or 56,584 square feet with a usable area of 54,454 square feet. The subject project will use a 32.38 square foot permanent bridge construction easement and a 2,387.07 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $3,810,000 or **$70.00** per square foot.

Appraisal Methodology

There are three recognized methods employed when valuing real property: (1) the Sales Comparison Approach, (2) the Income Approach, and (3) the Cost Approach. All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the sales comparison approach. The underlying land is not leased, and an income approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the cost approach when valuing site improvements within the take areas. Further discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Subject Larger Parcel

Sales Comparison Approach

The Sales Comparison Approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently or are available for purchase. One premise of the Sales Comparison Approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that causes real estate prices to vary.

COMPARABLE LAND SALE ADJUSTMENT GRID

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Date of Value & Sale	4/2/24	1/22/24	7/28/23	7/20/23	8/12/22	8/2/22	7/22/22
Property Name	Multifamily Other	Former Car Lot	SFR w/ Land	Vacant Land	SFR w/ Land	SFR w/ Land	SFR w/ Land
Address	No Situs: 27 Units on Golden Avenue	2202 E 1st St	8572 Talbert Avenue	16801 Cumberland Cir.	1442 N Dale Avenue	8371-8461 Talbert Avenue	9071-9091 Lampson Ave
City	Placentia	Santa Ana	Fountain Valley	Yorba Linda	Anaheim	Huntington Beach	Garden Grove
APN	334-021-15	402-181-04	122-781-73	4 Parcels	070-741-01	167-531-23 & 24	133-183-55 to 58
Gross Acres	1.30 ac	1.30 ac	1.17 ac	0.68 ac	0.93 ac	2.12 ac	1.60 ac
Gross Square Feet	54,454 sf	56,628 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Unadjusted Sale Price		$3,345,500	$3,000,000	$2,258,000	$2,500,000	$6,150,000	$4,750,000
Unadjusted Sale Price Per Square Foot		$59.08	$58.90	$76.23	$61.71	$66.53	$68.30
Transactional Adjustments							
Property Rights Conveyed		*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjustment		-	-	-	-	-	-
Financing Terms		*Typical*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-	-	-	-	-	-
Conditions of Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Expenditures after Sale		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-	-	-	-	-
Market Conditions Adjustments							
Elapsed Time from Date of Value		*0.19 years*	*0.68 years*	*0.70 years*	*1.64 years*	*1.67 years*	*1.70 years*
Market Trend Through	0.0% Per Yr	-	-	-	-	-	-
Analyzed Sale Price		**$59.08**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**
Property Adjustments							
Location	*No Situs: 27 Units on Golden Avenue Placentia*	*2202 E 1st St Santa Ana*	*8572 Talbert Avenue Fountain*	*16801 Cumberland Cir. Yorba Linda*	*1442 N Dale Avenue Anaheim*	*8371-8461 Talbert Avenue Huntington*	*9071-9091 Lampson Ave Garden Grove*
Adjustment		Inferior	Sl. Superior	Superior	Inferior	Sl. Superior	Sl. Inferior
Size	54,454 sf	56,628 sf	50,938 sf	29,620 sf	40,511 sf	92,434 sf	69,543 sf
Adjustment		-	-	Sl. Superior	-	Sl. Inferior	-
Shape/Depth	*Rectangular*	*Elongated*	*Rectangular*	*Rectangular*	*Irregular*	*Rectangular*	*Rectangular*
Adjustment		Inferior	-	-	Sl. Inferior	-	-
Topography	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*	*Level*
Adjustment		-	-	-	-	-	-
Zoning	*R3*	*C2 (Mixed Use)*	*CP-HO1 (GH)*	*R-U*	*RM2*	*RL*	*R-1-7*
Minimum Lot	-	-	*1,800*	*7,500*	*3,000*	*6000*	*7000*
Units Per Acre	*30*	-	*10.8*	*4*	*14*	*7*	*6*
Adjustment		Sl. Inferior	Sl. Inferior	-	-	-	-
Utilities	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*	*All To-Site*
Adjustment		-	-	-	-	-	-
Demolition / Contributing Improvements		*None*	*SFR's*	*None*	*SFR*	*SFR*	*SFR*
Adjustment		-	Sl. Inferior	-	Sl. Inferior	Sl. Inferior	Sl. Inferior
Other		*None*	*None*	*None*	*None*	*None*	*None*
Adjustment		-	-		-	-	-
Net Physical Adjustment		Inferior	Sl. Inferior	Superior	Inferior	Sl. Inferior	Sl. Inferior
Adjusted Sale Price per Gross Square Foot		**$59.08**	**$58.90**	**$76.23**	**$61.71**	**$66.53**	**$68.30**

Discussion and Analysis of Land Sales

Adjustments for property interests, special financing and expenditures after sale were not necessary. Furthermore, no sales conditions adjustments were needed. An increase or decrease in the market value of real estate can be caused by changes over time in market conditions. Market conditions reflect changes in supply and demand, economic factors such as recession, the inflation or deflation of currencies, tax laws, investor perceptions, etc. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the Federal Reserve has slowed growth for residential property and prices have remained mostly flat over the past year. Thus, we did not make an adjustment for changes in market conditions (time). Each of the sales occurred over the past two years and consist of residential properties in Southern California. As discussed in the highest and best use and market analysis sections, high demand for single family homes and townhomes has led to similar transaction prices for low-medium density residential uses leading up to R3 zonings. Smaller parcels such as the subject are not always built to their maximum density but are typically developed into townhomes. Each of the sale transactions comes from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography. The table on the preceding page summarizes the sale comparables and appropriate adjustments.

Land Sale No. 1

Land sale No. 1 is located south of the subject, at 2202 E 1st St, in the City of Santa Ana. The sale price for this property was $3,345,500 which equates to $59.08 per square foot. The property is located in an inferior income area. It is inferior in shape and also has a commercial zoning with a mixed use residential overlay. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$59.08** per square foot.

Land Sale No. 2

Land sale No. 2 is located southwest of the subject, at 8572 Talbert Avenue, in the City of Fountain Valley. The sale price for this property was $3,000,000 which equates to $58.90 per square foot. The property is located in a slightly superior area closer to the coast and is a typical shape. It is inferior in larger size. The zoning allows townhomes but is a commercial zoning with a residential overlay. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$58.90** per square foot.

Land Sale No. 3

Land sale No. 3 is located south of the subject, at 16801 Cumberland Cir., in the City of Yorba Linda. The sale price for this property was $2,258,000 which equates to $76.23 per square foot. The property is smaller in size. The property consisted of four individual uniform lots within an existing housing tract which is more readily available for development. A Yorba Linda address is superior locationally to Placentia. Overall, this comparable was considered superior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$76.23** per square foot.

Land Sale No. 4

Land sale No. 4 is located southwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was $2,500,000 which equates to $61.71 per square foot. The property is in an inferior income area and located near to a freeway. The property is similar in access, topography, and zoning. It is inferior in a slightly irregular shape. This comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$61.71** per square foot.

Land Sale No. 5

Land sale No. 5 is located southwest of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The sale price for this property was $6,150,000 which equates to $66.53 per square foot. The property is located in a slightly superior coastal area. It is inferior in size and sold with aged single family residential properties. The zoning allows less density but with density bonuses a similar development of townhomes could be built. The property has since been developed into 3-story townhomes. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$66.53** per square foot.

Land Sale No. 6

Land sale No. 6 is located southwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The sale price for this property was $4,750,000 which equates to $68.30 per square foot. The property is located in a slightly inferior income area. It is slightly larger in size and contains existing single family developments. The property allows less density but with density bonuses will likely be developed into townhomes. Overall, this comparable was considered slightly inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **$68.30** per square foot.

Conclusion of Land Value

From the market data available, six land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Sales of similar residential land in the immediate area were not available. Therefore, we have bracketed a value for the subject within an array and performed qualitative adjustments. The table below organizes the sales in overall comparison to the subject.

Sale No.	Address	City	Zoning	Sale Date	Price	SF	Analyzed Price Market	Overall Rating
3	16801 Cumberland Cir.	Yorba Linda	RM2	7/20/23	$2,258,000	29,620	$76.23	Superior
Subj.	No Situs: 27 Units on Golden Avenue	Placentia	R3	-	-	54,454	**$70.00**	-
6	9071-9091 Lampson Ave	Garden Grove	R-1-7	7/22/22	$4,750,000	69,543	$68.30	Slightly Inferior
5	8371-8461 Talbert Avenue	Huntington Beach	RL	8/2/22	$6,150,000	92,434	$66.53	Slightly Inferior
2	8572 Talbert Avenue	Fountain Valley	CP-HO1 (GH)	7/28/23	$3,000,000	50,938	$58.90	Slightly Inferior
4	1442 N Dale Avenue	Anaheim	RM2	8/12/22	$2,500,000	40,511	$61.71	Inferior
1	2202 E 1st Street	Santa Ana	C2 (Mixed Use)	1/22/24	$3,345,500	56,628	$59.08	Inferior

Sale 3 is a nearby and recent transaction that is slightly superior. Sale 6 is slightly inferior to the subject. These sales are the most similar to the subject and bracket a likely value for the subject property The remaining sales are slightly inferior to inferior and from the Orange County area and provide additional support for the indication of value for the subject. Therefore, we have concluded a value between sales 3 and 6 at **$70.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	54,454
Indicated Value PSF	$70.00
Indicated Value	$3,811,780
Final Land Value Determination from Sales Comparison Approach (Rd.)	**$3,810,000**

Condemnation Analysis

Description of the Part Taken: Permanent Bridge Easement

This project proposes to take a permanent bridge easement of 32.38 square feet located at the southwestern part of the site in a single rectangular portion. The area taken is entirely within an existing flood control easement area as is the larger parcel Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area of the part taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions and are shown on the acquisition map. Historically, the western border of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (3) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat map are discussed below. Copies of the easements are included in the addenda of this report.

1 – USA Flood control Easement Per 5558-547

This easement is part of the adjacent flood control channel. The easement consists of "a perpetual and assignable right and easement for flood control channel and rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the carbon canyon creek … in, on, over, under, and across that certain parcel." Effectively this easement was a full take of the bundle of rights associated with fee ownership of the property. Given our knowledge of adjacent properties in the area, it is likely that this easement was assigned to Orange County flood control.

2 – Union Oil Company Right Of Way Per 489-266

This easement is dated 10/4/1923. Previous oil pipeline easements have also existed on the property for many decades and appeared in the litigation guarantee. It is unknown to what degree this easement is still in place and is not relevant to the valuation of the TCE which overlaps with the easement.

3 – Flood Control Easements Per 964-78

This easement consists of a 1938 easement for check damns that is further inland from the flood control area in the former flood plain prior to the construction of the carbon canyon dam. It is our understanding that this easement has been vacated and the area quitclaimed back to the owners in 1960.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the USA Flood Control Easement (3). The fee residential owner retains ownership of the gross

lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a small portion in the southwestern corner. It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a **100**% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $70.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 32.38 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% results in a value conclusion for the portion of the subject acquired for permanent bridge easement of **$113.** This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-021-15	32.38 SF	$70.00	5%	$113

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 2,387.07 square feet that is located at the southwestern boundary of the subject. The near rectangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction easement mostly overlaps with the existing flood control easement. A triangular shaped portion at the northern end of the TCE area does not overlap with existing flood control easements. As a result, we broke the TCE into two areas: an unusable portion of 2,137.07 square feet and a usable portion of 250 square feet.

For the portion within the flood control area, effectively, the property owner has no current right to use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). Therefore, the compensation for this proposed easement was assigned a property rights (usage) factor of 0%.

For the 250 square foot portion at the northern end of the TCE, the city of Placentia had acquired this portion as part of a separate TCE over the past 3 years; consequently, the townhomes were constructed such that this area is beyond the concrete walls of the townhome community. Although appearing to be outside of the usable area at present, this triangular area is legally fully usable by the townhome community. As a result, we assigned a property rights (usage) factor of 100% to this area.

Since the temporary construction easement does not represent a permanent easement, a rental amount for the land is applied over the length of the easement agreement. As in the previous analysis, the value of the larger parcel was estimated at $70.00 per square foot. This figure, times the land area of 250 square feet, equates to $17,500. Land capitalization rates generally range in the market from 6% to 10% depending upon the location, use, zoning, size, etc. Historically an 8% to 10% rate of return was anticipated on land values in this general market. Recently, there has been a downward trend in land capitalization rates to where they are now typically in the 7% to

8% range. Given that the impact of the TCE is minimal and there are no taxes for an association parcel, we have concluded a rate in the middle of the range. Thus, utilizing a capitalization rate of 8% multiplied to the $17,500 land value times 24 months, results in a Market Value for the Temporary Construction Easement of $2,800. This calculation is shown in the table below:

Parcel No.	Part Taken	Value Per SF	Property Rights	Total Value	Annual Land Rate of Return	No. of Months	Value
334-021-15	2,137.07 SF	$70.00	0%	$0	8.00%	24	$0
334-021-15	250.00 SF	$70.00	100%	$17,500	8.00%	24	$2,800

EXHIBIT "B"
PERMANENT BRIDGE EASEMENT

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 3.29 FEET;

THENCE LEAVING SAID LINES SOUTH 89°06'13" EAST, A DISTANCE OF 9.04 FEET;

THENCE SOUTH 10°19'39" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 9.54 FEET TO THE **POINT OF BEGINNING**.



CONTAINS 32.38 SF MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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Plat Map: Permanent Bridge Easement

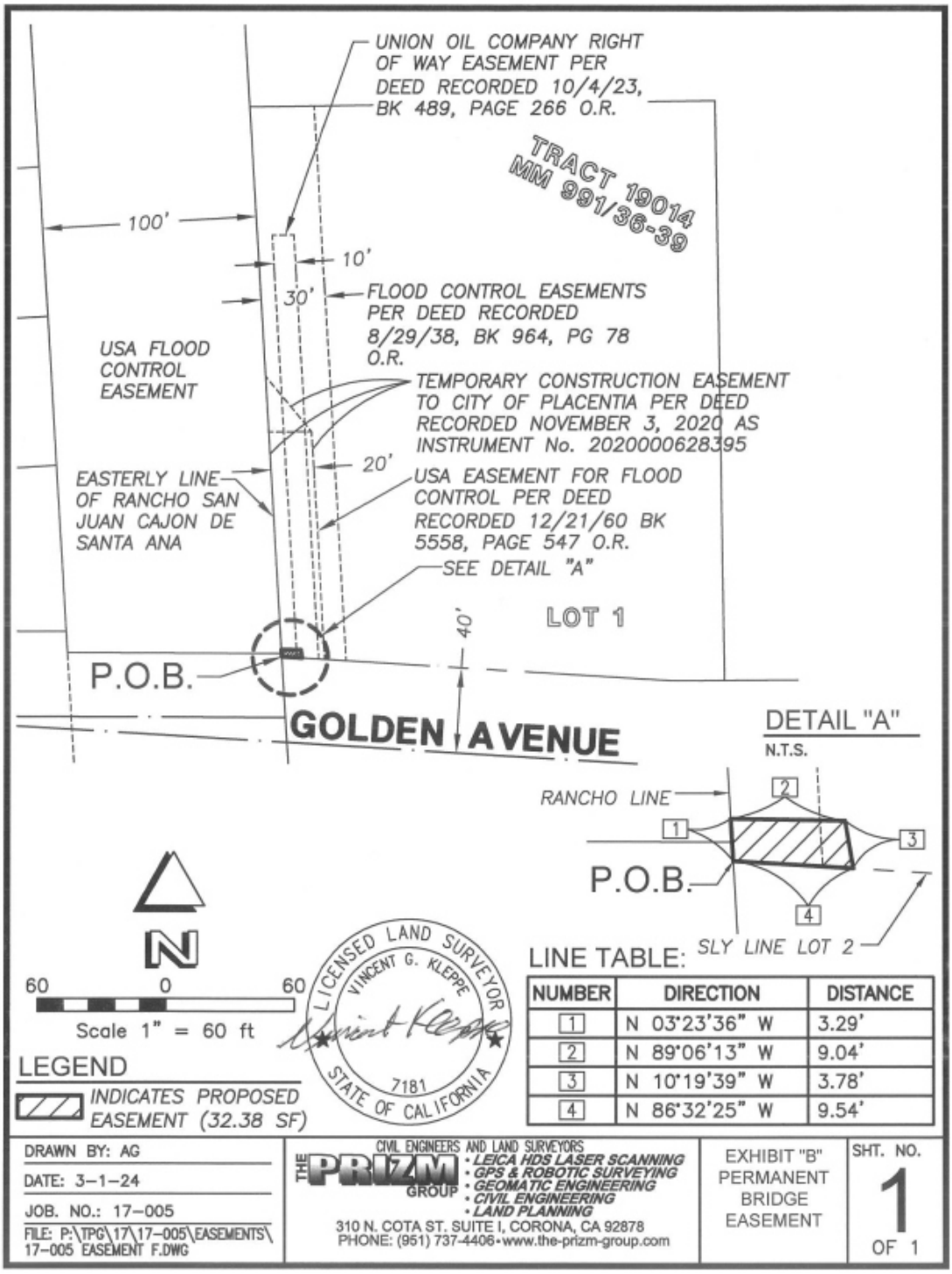


EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 131.79 FEET;

THENCE LEAVING SAID LINE SOUTH 39°38'54" EAST, A DISTANCE OF 33.82 FEET TO A LONE PARALLEL AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 106.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 20.14 FEET TO THE **POINT OF BEGINNING**.

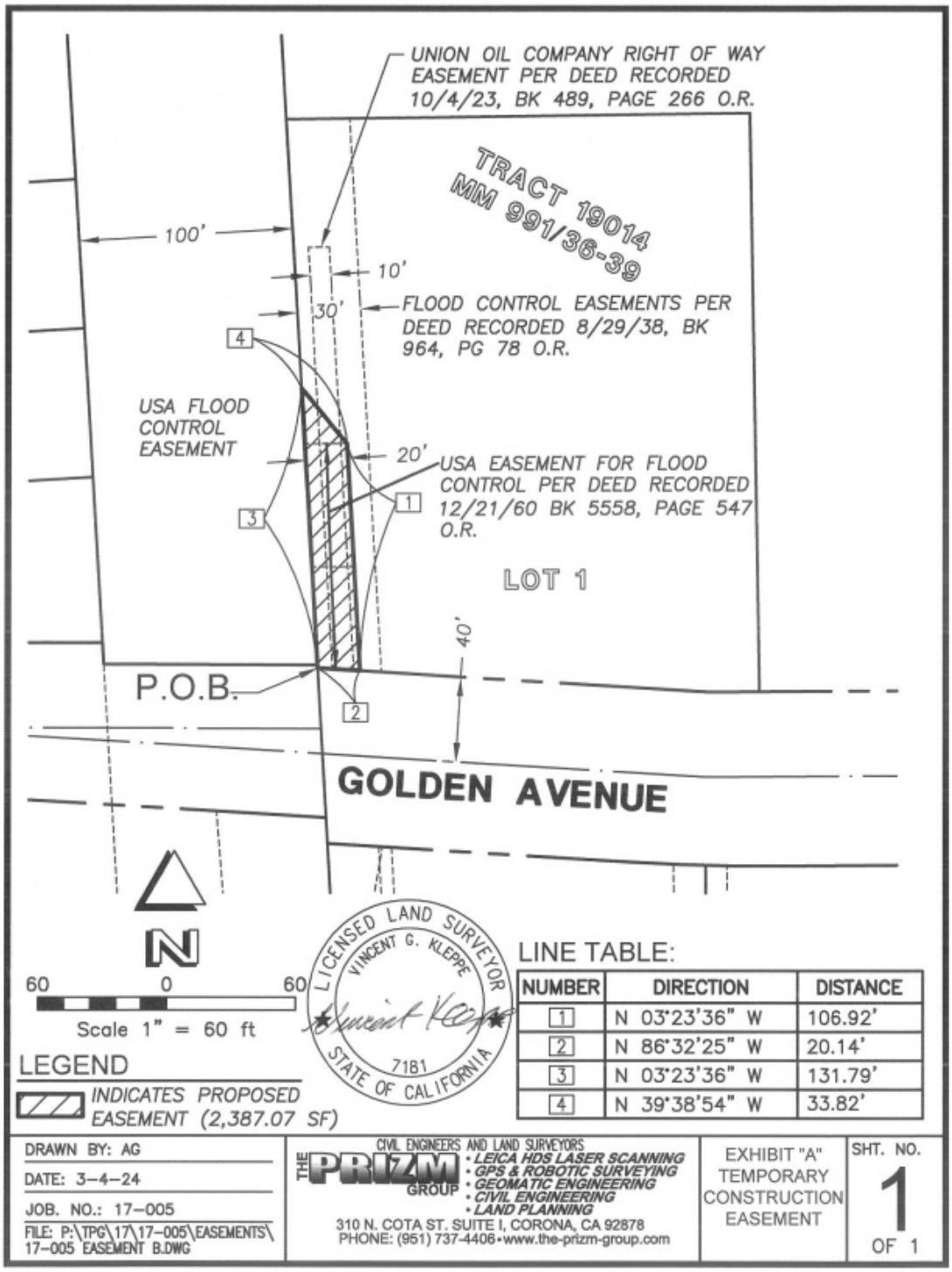
CONTAINS 2,387.07 SF (0.05 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-4-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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UNION OIL COMPANY RIGHT OF WAY EASEMENT PER DEED RECORDED 10/4/23, BK 489, PAGE 266 O.R.
TRACT 19014
MM 991/36-39
100'
10'
30'
FLOOD CONTROL EASEMENTS PER DEED RECORDED 8/29/38, BK 964, PG 78 O.R.
USA FLOOD CONTROL EASEMENT
20'
USA EASEMENT FOR FLOOD CONTROL PER DEED RECORDED 12/21/60 BK 5558, PAGE 547 O.R.
LOT 1
40'
P.O.B.
GOLDEN AVENUE
N
60 0 60
Scale 1" = 60 ft
LEGEND
INDICATES PROPOSED EASEMENT (2,387.07 SF)
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA
LINE TABLE:
NUMBER | DIRECTION | DISTANCE
1 | N 03°23'36" W | 106.92'
2 | N 86°32'25" W | 20.14'
3 | N 03°23'36" W | 131.79'
4 | N 39°38'54" W | 33.82'
DRAWN BY: AG
DATE: 3-4-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT B.DWG
THE PRIZM GROUP
CIVIL ENGINEERS AND LAND SURVEYORS
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406 • www.the-prizm-group.com
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
SHT. NO. 1 OF 1

Photographs of Proposed Acquisitions



VIEW OF EASEMENT Areas along access road looking south



VIEW OF easement Areas from road (Golden Avenue)



VIEW OF existing Bridge looking West (subject located right)

Condemnation Analysis

Acquisition Summary

The subject property is an association parcel for a group of townhomes. The proposed easements are not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 1.30 acres or 56,584 square feet with a usable area of 54,454 square feet. The subject project will use a 32.38 square foot permanent bridge construction easement and a 2,387.07 square foot temporary construction easement based on a survey from The Prizm Group. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel. Thus, for the purpose of estimating the land value of the subject "as if vacant", the Larger Parcel has been estimated at a market value of $3,810,000 or **$70.00** per square foot.

Description of the Part Taken: Permanent Bridge Easement

This project proposes to take a permanent bridge easement of 32.38 square feet located at the southwestern part of the site in a single rectangular portion. The area taken is entirely within an existing flood control easement area as is the larger parcel Draft language provided for the proposed easement deed states the easement will be "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." The area of the part taken is entirely within an existing flood control easement area. A diagram of this taking and photos are shown on the pages following the analysis.

Easements

There are three easements on the property that overlap with or are adjacent to the acquisitions and are shown on the acquisition map. Historically, the western border of the subject was a stream known as the Soquel wash. Easement activity began in 1938 following widespread flooding in Southern California. A larger easement area was established (3) for building check damns. Later in the early 1960s, additional easements were obtained associated with the Carbon Canyon Dam project, which is located to the north of the subject. The dam allowed for a smaller concrete flood channel downstream and paved the way for the existing subdivisions to be built. Easements listed on the plat map are discussed below. Copies of the easements are included in the addenda of this report.

1 – USA Flood control Easement Per 5558-547

This easement is part of the adjacent flood control channel. The easement consists of "a perpetual and assignable right and easement for flood control channel and rectification purposes consisting of the right to construct, reconstruct, inspect, maintain and repair a channel or channels, protection works and appurtenant structures for the purpose of confining and controlling the waters of the carbon canyon creek … in, on, over, under, and across that certain parcel." Effectively this easement was a full take of the bundle of rights associated with fee ownership of the property. Given our knowledge of adjacent properties in the area, it is likely that this easement was assigned to Orange County flood control.

2 – Union Oil Company Right Of Way Per 489-266

This easement is dated 10/4/1923. Previous oil pipeline easements have also existed on the property for many decades and appeared in the litigation guarantee. It is unknown to what degree this easement is still in place and is not relevant to the valuation of the TCE which overlaps with the easement.

3 – Flood Control Easements Per 964-78

This easement consists of a 1938 easement for check damns that is further inland from the flood control area in the former flood plain prior to the construction of the carbon canyon dam. It is our understanding that this easement has been vacated and the area quitclaimed back to the owners in 1960.

Analysis of the Part Taken

The permanent bridge easement is wholly within the Orange County flood control easement (1) and the USA Flood Control Easement (3). The fee residential owner retains ownership of the gross lot and would revert to fee owner were this easement to ever be vacated. The flood channel is part of a natural former river wash and connected to a dam and is unlikely to ever be vacated. Additionally, the access area at Golden Avenue will almost certainly always be maintained. Any site fencing improvements impacted by this take will be replaced or put back in a manner similar to their current state. The take areas consist of a small portion in the southwestern corner. It is our understanding that the purpose of this strip along the easement boundary will be to construct a drainage channel along the road access as part of the bridge project.

The terms of the easement are "for public street, public utilities purposes, and construction, a right-of-way easement in, over, under, upon, and across." This would constitute a full 100% taking of property rights. Considering the flood control easements described above, the entire bundle of rights associated with underlying fee ownership of the rear portion of the subject parcel has already been acquired and compensated for by the prior flood control easements. However, the existing easements are for flood channel purposes, while the proposed acquisition is for a bridge easement and associated drainage to the channel. As a partial take of a portion of the subject property with minimal remaining bundle of rights and useability by the fee owner, we have used a rate of 5% of the full fee value. In other words, the proposed permanent bridge easement acquisition represents a 100% taking of the remaining 5% property. In the Land Sales Analysis, a value indicator of $70.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 32.38 square feet for the development of a bridge construction easement. Therefore, utilizing a rate of 5% results in a value conclusion for the portion of the subject acquired for permanent bridge easement of **$113**. This calculation is shown in the table below.

Permanent Bridge Easement

Parcel No.	Area of Part Taken	Value Per SF	Property Rights	Value Conclusion
334-021-15	32.38 SF	$70.00	5%	$113

Site Improvements within the Take Area

The primary area of the permanent taking is vacant land used for flood control access with no site improvements identified within the take area.

Description and Analysis of the Part Taken: TCE

This project proposes to take a temporary construction easement (TCE) of 2,387.07 square feet that is located at the southwestern boundary of the subject. The near rectangular shaped easement is to provide contractor access for bridge reconstruction. The TCE will be for a term length of 24 months. A diagram of this taking and photos are shown on the following pages. The temporary construction

easement mostly overlaps with the existing flood control easement. A triangular shaped portion at the northern end of the TCE area does not overlap with existing flood control easements. As a result, we broke the TCE into two areas: an unusable portion of 2,137.07 square feet and a usable portion of 250 square feet.

For the portion within the flood control area, effectively, the property owner has no current right to use of the TCE area and the right to use these areas for construction could be granted by the easement holder (County of Orange). Therefore, the compensation for this proposed easement was assigned a property rights (usage) factor of 0%.

For the 250 square foot portion at the northern end of the TCE, the city of Placentia had acquired this portion as part of a separate TCE over the past 3 years; consequently, the townhomes were constructed such that this area is beyond the concrete walls of the townhome community. Although appearing to be outside of the usable area at present, this triangular area is legally fully usable by the townhome community. As a result, we assigned a property rights (usage) factor of 100% to this area.

Since the temporary construction easement does not represent a permanent easement, a rental amount for the land is applied over the length of the easement agreement. As in the previous analysis, the value of the larger parcel was estimated at **$70.00** per square foot. This figure, times the land area of 250 square feet, equates to $17,500. Land capitalization rates generally range in the market from 6% to 10% depending upon the location, use, zoning, size, etc. Historically an 8% to 10% rate of return was anticipated on land values in this general market. Recently, there has been a downward trend in land capitalization rates to where they are now typically in the 7% to 8% range. Given that the impact of the TCE is minimal and there are no taxes for an association parcel, we have concluded a rate in the middle of the range. Thus, utilizing a capitalization rate of 8% multiplied to the $17,500 land value times 24 months, results in a Market Value for the Temporary Construction Easement of $2,800. This calculation is shown in the table below:

Parcel No.	Part Taken	Value Per SF	Property Rights	Total Value	Annual Land Rate of Return	No. of Months	Value
334-021-15	2,137.07 SF	$70.00	0%	$0	8.00%	24	$0
334-021-15	250.00 SF	$70.00	100%	$17,500	8.00%	24	$2,800

EXHIBIT "B"
PERMANENT BRIDGE EASEMENT

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 3.29 FEET;

THENCE LEAVING SAID LINES SOUTH 89°06'13" EAST, A DISTANCE OF 9.04 FEET;

THENCE SOUTH 10°19'39" EAST, A DISTANCE OF 3.78 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 9.54 FEET TO THE **POINT OF BEGINNING**.



CONTAINS 32.38 SF MORE OR LESS.

Vincent KLeppe
VINCENT G. KLEPPE LS 7181

3-1-24
DATE

PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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PLAT MAP: PERMANENT BRIDGE EASEMENT

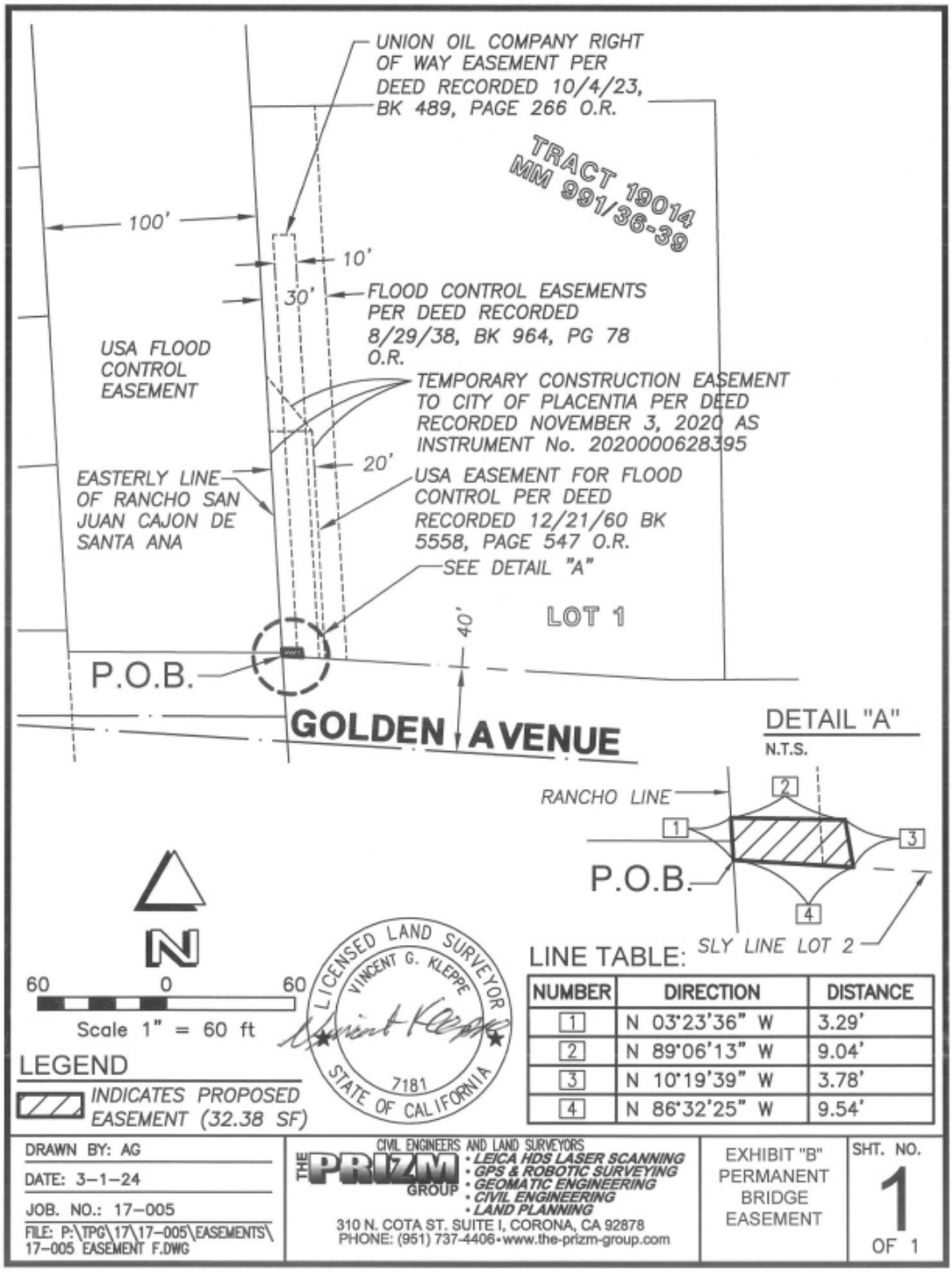


EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT

THAT PORTION OF LOT 1 OF TRACT MAP No. 19014, AS SHOWN BY MAP ON FILE IN BOOK 991, PAGE 36 THROUGH 39 INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EASTERLY LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AS SHOWN ON SAID MAP;

THENCE ALONG THE WEST LINE OF SAID LOT 1 AND SAID EASTERLY LINE OF SAID RANCHO, NORTH 3°23'36" WEST, A DISTANCE OF 131.79 FEET;

THENCE LEAVING SAID LINE SOUTH 39°38'54" EAST, A DISTANCE OF 33.82 FEET TO A LONE PARALLEL AND 20.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE;

THENCE ALONG SAID PARALLEL LINE, SOUTH 3°23'36" EAST, A DISTANCE OF 106.92 FEET TO THE SOUTHERLY LINE OF SAID LOT 1, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY OF GOLDEN AVENUE, A 40.00 FOOT HALF WIDTH ROAD PER SAID TRACT;

THENCE ALONG SAID SOUTHERLY LINE AND RIGHT OF WAY, NORTH 86°32'25" WEST, A DISTANCE OF 20.14 FEET TO THE **POINT OF BEGINNING**.

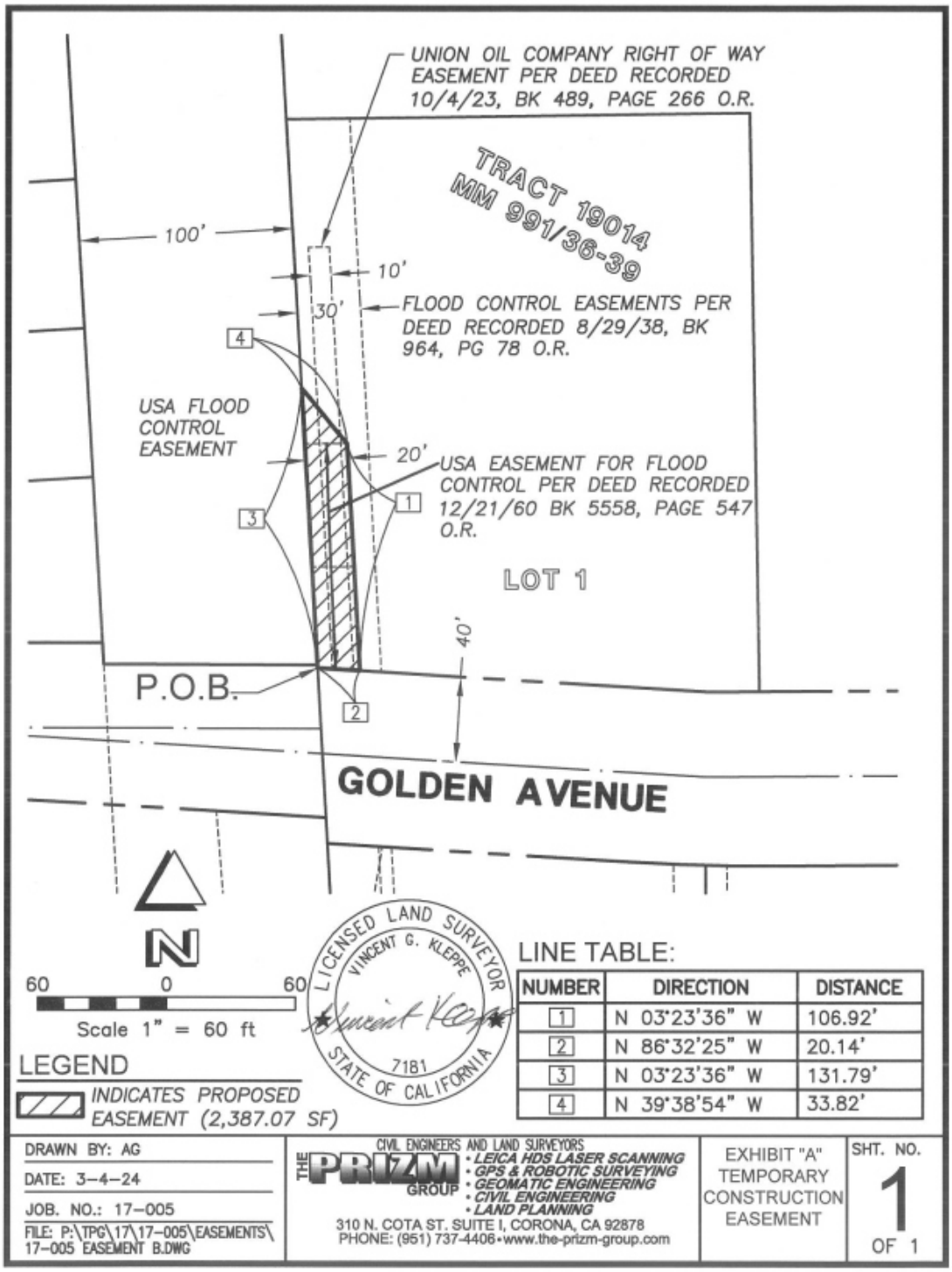
CONTAINS 2,387.07 SF (0.05 ACRES) MORE OR LESS.

Vincent Kleppe
VINCENT G. KLEPPE LS 7181

3-4-24
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP
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UNION OIL COMPANY RIGHT OF WAY EASEMENT PER DEED RECORDED 10/4/23, BK 489, PAGE 266 O.R.
TRACT 19014 MM 991/36-39
100'
10'
30'
FLOOD CONTROL EASEMENTS PER DEED RECORDED 8/29/38, BK 964, PG 78 O.R.
USA FLOOD CONTROL EASEMENT
20'
USA EASEMENT FOR FLOOD CONTROL PER DEED RECORDED 12/21/60 BK 5558, PAGE 547 O.R.
LOT 1
40'
P.O.B.
GOLDEN AVENUE
N
60 0 60
Scale 1" = 60 ft
LEGEND
INDICATES PROPOSED EASEMENT (2,387.07 SF)
LICENSED LAND SURVEYOR
VINCENT G. KLEPPE
7181
STATE OF CALIFORNIA
LINE TABLE:
NUMBER | DIRECTION | DISTANCE
1 | N 03°23'36" W | 106.92'
2 | N 86°32'25" W | 20.14'
3 | N 03°23'36" W | 131.79'
4 | N 39°38'54" W | 33.82'
DRAWN BY: AG
DATE: 3-4-24
JOB. NO.: 17-005
FILE: P:\TPG\17\17-005\EASEMENTS\17-005 EASEMENT B.DWG
CIVIL ENGINEERS AND LAND SURVEYORS
THE PRIZM GROUP
• LEICA HDS LASER SCANNING
• GPS & ROBOTIC SURVEYING
• GEOMATIC ENGINEERING
• CIVIL ENGINEERING
• LAND PLANNING
310 N. COTA ST. SUITE I, CORONA, CA 92878
PHONE: (951) 737-4406 • www.the-prizm-group.com
EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
SHT. NO. 1 OF 1

Photographs of Proposed Acquisitions



VIEW OF EASEMENT AREAS ALONG ACCESS ROAD LOOKING SOUTH



VIEW OF EASEMENT AREAS FROM ROAD (GOLDEN AVENUE)



VIEW OF EXISTING BRIDGE LOOKING WEST (SUBJECT LOCATED RIGHT)

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion. Historical marketing of the subject property has given a site area of the usable area exclusive of the gross area that includes the flood control easement.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. All take areas are outside the physical improvement (fence/wall) of the property. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at $3,811,667. Our value conclusions are summarized in a table on the following page. It should be noted that the difference between the before and after condition is nominal and the calculation shown here is solely mathematical. Market value of the larger parcel and actions by buyers and sellers would reflect the net (usable) area of the site.

Value Conclusions

acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. A summary of the valuations performed is located in the table below.

Value Type	Value Premise	Value Perspective	Interest Appraised	Effective Date
Market Value	Proposed Acquisition	Current	Permanent Bridge Easement	4/2/2024
Market Value	Proposed Acquisition	Current	Temporary Construction Easement	4/2/2024
Market Value	As If Vacant	Current	Underlying Land	4/2/2024

Nominal Value

The acquisition of easements within the subject larger parcel obliges the property owner to review project information and execute specific documents. As a part of the process of transferring property rights to the acquiring agency and necessary due diligence, the property owner may incur costs seeking consultation with various professionals to confirm the taking is in fact nominal. With these factors in mind, it is the appraisers' opinion that the value for the proposed acquisitions would be equal to a "nominal value", which is defined by the Appraisal Institute as "that amount of money necessary to affect a transfer of title to property where the property has no recognized independent use." The nominal valuation as defined by Cal-Trans was rounded at **$500** for the proposed permanent bridge easement.The temporary construction easement did not consist of a nominal value conclusion.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	$3,811,780	
Permanent Property Rights		
Value of Part Taken - Land (32.38 SF)	$113	
Site Improvements		
Value of Part Taken - Building Improvements		
Total Value of Permanent Property Taken	$113	$500 - Nominal
Severance / Benefits		
Severance Damages	$0	
Less Benefits	$0	
Net Severance Damages	$0	
Value of Remainder in After Condition	$3,811,667	
Temporary Property Rights		
Temporary Construction Easement (2387.07 SF)	$2,800	$2,800
Fair Market Value (Parts Taken, Severance Damages/Benefits)		**$3,300**

Definitions

Market Value

"(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable." [9]

Just Compensation

"In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniary as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value." [10]

Larger Parcel

"In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some states cases, however, contiguity is sometimes subordinated to unitary use." [11]

Partial Taking

"The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation." [12]

Remainder

"In eminent domain condemnation, that portion of the larger parcel the property remaining in the ownership of the property owner after a partial taking." [13]

[9] California Code of Civil Procedure, Section 1263.320
[10] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition
[11] Ibid
[12] Ibid
[13] Ibid

Damages

"In condemnation, the loss in value to the remainder in a partial taking of property. Generally the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently." [14]

Property Rights Appraised

A "fee simple estate" is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Tenants in Common

Title to property held by two or more persons, in which, each has an "undivided interest" in the property and have an equal right to use the property, even if the percentage interests are not equal or the living spaces are different sizes. There is no "right of survivorship" if one of the tenants dies, and each interest may be separately sold, mortgaged or willed to another.

[14] The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Updated

First American Title	CLTA Guarantee Form No. 28 - Condition of Title
Guarantee	ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015730**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
(b) Defects, liens, encumbrances, adverse claims or other matters , whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.
The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that where authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binging upon the parties. Judgment upon the aware rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

First American Title	CLTA Guarantee Form No. 28 - Condition of Title ISSUED BY **First American Title Insurance Company** GUARANTEE NUMBER **5026900-7015730**
Schedule A	

File No.: 7015730

Guarantee No. 7015730 Amount of Liability: $2,500.00

Date of Guarantee:January 10, 2024 at 7:30 A.M. Fee: $500.00

1. Name of Assured:

   City of Placentia

2. The estate or interest in the Land which is covered by this Guarantee is:

   A fee as to Parcel(s) 1, an easement as to Parcel(s) 2

3. The Land referred to in this Guarantee is described as follows:

   Real property in the City of Placentia, County of Orange, State of California, described as follows:

   PARCEL 1:

   THAT CERTAIN REAL PROPERTY IDENTIFIED AS "ASSOCIATION PROPERTY" AS SHOWN AND DESCRIBED ON THAT CERTAIN CONDOMINIUM PLAN FOR VILLENA (PHASE 1) RECORDED ON JULY 16, 2021, AS INSTRUMENT NO. 2021000457395, (TOGETHER WITH ANY AMENDMENTS THERETO, COLLECTIVELY, THE "PLAN"), OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA (THE "OFFICIAL RECORDS"), CONSTITUTING A PORTION OF LOT 1 OF TRACT NO. 19014 (THE "MAP"), FILED IN BOOK 991, AT PAGES 36 TO 39, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

   EXCEPTING THEREFROM, THE UNITS AND CONDOMINIUM COMMON AREA, AS DESCRIBED ON THE PLAN.

   RESERVING THEREFROM, FOR THE BENEFIT OF GRANTOR, AND ITS SUCCESSORS AND ASSIGNS, TO THE EXTENT NOT ALREADY RESERVED OR EXCEPTED BY INSTRUMENTS OF RECORD:

   A. ALL OIL RIGHTS, MINERAL RIGHTS, NATURAL GAS RIGHTS AND RIGHTS TO ALL OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, TO ALL GEOTHERMAL HEAT AND TO ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING (COLLECTIVELY, "SUBSURFACE RESOURCES");

   B. THE PERPETUAL RIGHT TO DRILL, MINE, EXPLORE AND OPERATE FOR AND TO PRODUCE, STORE AND REMOVE ANY OF THE SUBSURFACE RESOURCES ON OR FROM THE PROPERTY, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THE PROPERTY, WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE PROPERTY, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY

DRILLED WELLS, TUNNELS AND SHAFTS WITHIN OR BEYOND THE EXTERIOR LIMITS OF THE PROPERTY, AND TO RE-DRILL, RE-TUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, BUT WITHOUT THE RIGHT TO ENTER UPON OR DRILL, MINE, EXPLORE, OPERATE, PRODUCE, STORE OR REMOVE ANY OF THE SUBSURFACE RESOURCES FROM THE SURFACE OF THE PROPERTY OR FROM THE LAND FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE PROPERTY; AND

C. ALL WATER AND WATER RIGHTS, IF ANY, WITHIN AND UNDERLYING THE PROPERTY.

PARCEL 2:

NONEXCLUSIVE EASEMENT FOR ACCESS, ENCROACHMENT, MAINTENANCE, DRAINAGE, SUPPORT, REPAIR, AND FOR OTHER PURPOSES, ALL AS DEFINED AND DESCRIBED IN THE DECLARATION, OR AS MAY BE SHOWN ON THE MAP OR THE PLAN.

APN: 334-021-15 (Portion)

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

Villena Community Association, a California nonprofit mutual benefit corporation

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

Schedule B

File No.: 7015730

1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2023-2024.

First Installment:	$0.00, NO TAX DUE
Penalty:	$0.00
Second Installment:	$0.00, NO TAX DUE
Penalty:	$0.00
Tax Rate Area:	09-013
A. P. No.:	334-021-15

Affects: The land and other property.

The County Tax Collector could not verify the amounts shown above at this time. Please verify the amounts with the County Tax Collector prior to the close of the contemplated transaction.

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. An easement for pipelines and incidental purposes, recorded November 7, 1911 in Book 203 of Deeds, Page 291.
In Favor of: Yorba Linda Water Company
Affects: Common Area

The location of the easement cannot be determined from record information.

5. An easement for right of way for irrigation or drainage ditches, pipelines or conduits and incidental purposes, recorded September 2, 1913 in Book 242 of Deeds, Page 98.
In Favor of: M.N. Newmark
Affects: Common Area

The location of the easement cannot be determined from record information.

6. An easement for pipeline and incidental purposes, recorded October 4, 1923 in Book 489 of Deeds, Page 266.

In Favor of: Union Oil Company of California
Affects: Common Area

The effect of a document entitled "Quitclaim Deed", recorded September 17, 2020 as Instrument No. 2020000502161 of Official Records.

7. An easement for the right to erect, construct, repair and maintain check dams, etc. and incidental purposes, recorded August 29, 1938 as Book 964, Page 78 of Official Records.
In Favor of: City of Placentia successor in interest to the County of Orange
Affects: Common Area

A document recorded March 22, 1960 as Book 5157, Page 591 of Official Records provides that the above document was subordinated to the document recorded December 21, 1960 as Book 5558, Page 547 of Official Records.

8. An easement for flood control and channel rectification and incidental purposes, recorded December 21, 1960 as Book 5558, Page 547 of Official Records.
In Favor of: United States of America
Affects: Common Area

9. An easement for pipe lines and incidental purposes, recorded March 4, 1981 as Book 13968, Page 1513 of Official Records.
In Favor of: Yorba Linda County Water District
Affects: Common Area

10. An easement for pipe lines and incidental purposes, recorded April 16, 1981 as Book 14022, Page 1239 of Official Records.
In Favor of: Southern California Gas Company
Affects: Common Area

11. An easement for pipelines and communication facilities and incidental purposes, recorded November 5, 2014 as Instrument No. 2014000451694 of Official Records.
In Favor of: Southern California Gas Company, a California corporation, its successors and assigns
Affects: Common Area

The location of the easement cannot be determined from record information.

12. Intentionally Deleted

13. The terms and provisions contained in the document entitled "Master Covenant and Agreement" recorded September 3, 2020 as Instrument No. 2020000465451 of Official Records.

14. The terms and provisions contained in the document entitled "Water and Sewer Service Agreement Between Yorba Linda Water District and Placentia 26 LLC" recorded October 22, 2020 as Instrument No. 2020000596313 of Official Records.

15. The terms, provisions and easement(s) contained in the document entitled "Grant Deed of Temporary and Permenant Easements for the Reconstruction of Golden Avenue Bridge " recorded November 03, 2020 as Instrument No. 2020000628395 of Official Records.

The effect of a document entitled "Quit Claim Deed ", recorded November 15, 2023 as Instrument No. 2023-280057 of Official Records.

16. An easement shown or dedicated on the Map as referred to in the legal description

For: Public utility, access, temporary construction, permanent slope and incidental purposes.

17. Abutter's rights of ingress and egress to or from Golden Avenue, except at street intersections and approved access locations, have been dedicated or relinquished on the filed Map.

18. An easement for facilities and incidental purposes, recorded March 11, 2021 as Instrument No. 2021000168507 of Official Records.
In Favor of: Southern California Gas Company, a California corporation, its successors and assigns
Affects: Common Area

19. An easement for systems and incidental purposes, recorded April 15, 2021 as Instrument No. 2021000255265 of Official Records.
In Favor of: Southern California Edison Company, a corporation, its successors and assigns
Affects: Common Area

20. Covenants, conditions, restrictions, assessments, liens, charges, terms and provisions in the document recorded July 16, 2021 as Instrument No. 2021000458278 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Document(s) declaring modifications thereof recorded August 05, 2021 as Instrument No. 2021000495392 of Official Records.

21. An easement for street access and maintenance and incidental purposes, recorded July 16, 2021 as Instrument No. 2021000458279 of Official Records.
In Favor of: Villena Community Association, a California nonprofit mutual benefit corporation
Affects: Common Area

22. The terms, provisions and easement(s) contained in the document entitled "Easement Agreement" recorded August 31, 2021 as Instrument No. 2021000547016 of Official Records.

23. The terms, provisions and easement(s) contained in the document entitled "Deed of Easement" recorded October 25, 2021 as Instrument No. 2021000648676 of Official Records.

24. Easements, Covenants and Conditions contained in the deed from Placentia 26, LLC, a Delaware limited liability company, as Grantor, to Villena Community Association, a California nonprofit mutual benefit corporation, as Grantee, recorded November 04, 2021 as Instrument No Instrument No. 2021000668780 of Official Records. Reference being made to the document for full particulars, but deleting any covenant, condition, or restriction, if any, indicating a preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, handicap, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, to the extent that such covenants, conditions or restrictions violate applicable state or federal laws. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

25. The terms, provisions and easement(s) contained in the document entitled "Grant of Easement" recorded December 02, 2021 as Instrument No. 2021000731179 of Official Records.

26. **WE FIND NO OPEN DEED OF TRUST. THE COMPANY WILL REQUIRE SATISFACTORY PROOF, PRIOR TO INSURING THE CONTEMPLATED TRANSACTION, THAT THE SUBJECT PROPERTY IS FREE FROM ANY ENCUMBRANCES. PLEASE PROVIDE THE FOLLOWING:**

    A. AN AFFIDAVIT (Click Here), EXECUTED BY ALL THE SELLERS/BORROWERS STATING THAT THE PROPERTY IS FREE AND CLEAR, AND NOTARIZED IN FRONT OF A FIRST AMERICAN APPROVED NOTARY;

    B. THE OWNER STATEMENT FROM THE ESCROW INSTRUCTIONS; AND

    C. A WRITTEN STATEMENT FROM ESCROW CONFIRMING WHO THE PROCEEDS WILL BE DISBURSED TO.

First American Title Company
4 First American Way
Santa Ana, CA 92707

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as "Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination."

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 USC Sec. 2000d)*

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

> *"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."*

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any City of Placentia activity will be administered without regard to race, color, or national origin.

The City of Placentia will not tolerate discrimination by its employees or sub-recipients of Federal funds. The City of Placentia prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided

- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the City of Placentia will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations

- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the City of Placentia performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All City of Placentia employees, and its functional programs

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of the City of Placentia services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the City of Placentia. The address and telephone number of the office is:

City Hall
401 E. Chapman Avenue
Placentia, CA 92870

Phone: 714-993-8117

ACQUISITION HANDBOOK

City of Placentia

PLACENTIA
Rich Heritage, Bright Future

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WHY IS MY PROPERTY REQUIRED?

The City of Placentia , as the Lead Agency, has determined that an interest in your property may be required for construction and operation of the ATP Maricopa Highway Improvement Project ("Project").

WHAT RIGHT DOES THE CITY OF PLACENTIA HAVE TO ACQUIRE MY PROPERTY?

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another 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 by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

WHO MAKES THE DECISION TO BUY MY PROPERTY?

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by The City of Placentia City Council after a thorough review that includes public hearings to obtain the views of interested citizens.

If you have any questions about the Project or the possible selection of your property for acquisition, you should contact a representative of the City of Placentia .

HOW WILL THE CITY OF PLACENTIA DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?

Before making you an offer, the City of Placentia will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will prepare the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The City of Placentia is required to offer you "just compensation" for any rights needed on your property. This amount cannot be less than the fair market value of

your property, as determined by the City of Placentia on the basis of its approved appraisal.

WHAT IS FAIR MARKET VALUE?

The fair market value of real property being taken for a public project is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

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 it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?

YES. You should have been -- or will be -- contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that 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 prefer, you may designate a representative for this purpose.

ONCE THE CITY OF PLACENTIA DETERMINES THAT CERTAIN RIGHTS ON MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE CITY OF PLACENTIA GIVE ME A WRITTEN PURCHASE OFFER?

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property;
- The availability of funding; and

- Possible project delays caused by factors outside the control of the City of Placentia .

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The City of Placentia will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. Whenever possible, the purchase offer will be personally delivered.

WHAT IS IN THE CITY OF PLACENTIA STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?

The City of Placentia statement of the basis for its determination of just compensation will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.
- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

CAN I GET MY OWN APPRAISAL?

YES. Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Placentia will pay for the actual reasonable costs up to $5,000 subject to the following conditions:

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the City of Placentia will not be a party to the contract.
- The appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the City of Placentia makes its offer to you, it will offer to pay you the reasonable cost, not to exceed $5,000, of the cost of your independent appraisal.
- Appraisal cost reimbursement requests should be made in writing and submitted to the City of Placentia . In order to verify the cost and reasonableness, copies of the appraisal contract (if a contract was made), and an invoice for the completed work by the appraiser should be provided to the City of Placentia concurrent with submission of the appraisal cost reimbursement request.

MUST I ACCEPT THE CITY OF PLACENTIA INITIAL OFFER?

NO. You are entitled to present 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 City of Placentia will make reasonable efforts to consider and respond to your evidence and suggestions. If justified by the available evidence, the City of Placentia may make a revised offer.

MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?

YES. You may have an attorney or anyone else represent you during your negotiations with the City of Placentia . The City of Placentia is not responsible for paying the costs of any such representation.

IF I AGREE TO ACCEPT THE CITY OF PLACENTIA 'S OFFER, HOW SOON WILL I BE PAID?

If the parties reach an agreement for the purchase of your property and title to the property is free and clear, payment will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the City of Placentia signs the Purchase Agreement. If the title evidence indicates that further action is necessary to clear any liens or encumbrances or to demonstrate ownership, payment may be delayed until such issues are addressed.

WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE CITY OF PLACENTIA ?

If you and the City of Placentia are unable to reach an agreement through negotiations, formal eminent domain (condemnation) proceedings to acquire the property may be instituted, or the City of Placentia may choose not to acquire the property. In the latter case, the City of Placentia will give you notice of its decision as provided by law.

WHAT HAPPENS IF MY PROPERTY IS CONDEMNED?

The power of eminent domain may only be exercised if: (1) the public interest and necessity require the project; (2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) the property sought to be acquired is necessary for the project; and (4) an offer required by California Government Code section 7267.2 has been made to the owner of record or the offer has not been made because the owner cannot be located with reasonable diligence. Eminent domain proceedings are often referred to as condemnation actions. A condemnation action may only be filed after the adoption of a Resolution of Necessity by the condemning party's City of Placentia City Council. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming the above factors have been substantiated and determined, a condemnation suit can be filed.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The condemning party will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and condemning party have a constitutional right to have a jury determine the value of the property in question. If the owner and the condemning party decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

WHAT IS AN ORDER OF POSSESSION?

An order of possession is a process within a condemnation action that allows the City of Placentia to have the possession of your property prior to a negotiated settlement or an award of just compensation in court. This procedure is

used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the City of Placentia must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the ability to challenge the authority's right to take the property, but does not waive the owner's right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the City of Placentia , you will be paid the difference plus any interest and costs as provided by law.

WILL I HAVE TO PAY ANY SETTLEMENT COSTS?

If you and the City of Placentia enter into an agreement for sale of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the City of Placentia .
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the City of Placentia acquires your property.

Escrow or the City of Placentia will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the City of Placentia after the acquisition.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the City of Placentia .

MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?

Sometimes improvements may exist on a property, which are not required by the City of Placentia . If you wish to keep any of the improvements, please let your Acquisition Agent know as soon as possible.

If you do arrange to keep any improvement(s), the City of Placentia will deduct 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.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

CAN THE CITY OF PLACENTIA ACQUIRE 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 must be paid for the loss in value (offset by any benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the City of Placentia will offer to buy that remaining part if you so desire.

WILL I HAVE TO PAY RENT TO THE CITY OF PLACENTIA AFTER MY PROPERTY IS ACQUIRED?

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the City of Placentia on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

Many of the property acquisitions required for this project will not require relocation of businesses or residences. Any requirement for relocation will be expressly written in the offer to purchase.

HOW SOON MUST I MOVE?

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the court issues an order of possession. Before such an order can be issued, the estimated fair market value of the property must be deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?

The offer of compensation made by the City of Placentia does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel. A copy of sections of the California Code of Civil Procedure relating to such claim for loss of goodwill is also enclosed for your information on page 8 of this brochure.

I AM A VETERAN, HOW ABOUT MY GI LOAN?

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

MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?

In most cases when the City of Placentia acquires real property by condemnation or under the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

WHAT IF I HAVE OTHER QUESTIONS ABOUT THE PROCESS?

Contact the right of way acquisition firm listed on your Notice of Decision to Appraise letter. They will answer your questions and provide any needed additional information.

LOSS OF BUSINESS GOODWILL
CALIFORNIA CODE OF CIVIL PROCEDURE
SECTION 1263.510 - 1263.530

1263.510. (a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.
(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.
(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

1263.520. The owner of a business who claims compensation under this article shall make available to the court, and the court shall, upon such terms and conditions as will preserve their confidentiality, make available to the plaintiff, the state tax returns of the business for audit for confidential use solely for the purpose of determining the amount of compensation under this article. Nothing in this section affects any right a party may otherwise have to discovery or to require the production of documents, papers, books, and accounts.

1263.530. Nothing in this article is intended to deal with compensation for inverse condemnation claims for temporary interference with or interruption of business.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

RESOLUTION NO. R-2024-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2024-38, is hereby amended to adjust the following accounts as specified below:

Fund	Description	Department	GL Account	Amount	Type
General Fund	Building & Facilities - City Hall Administrative Office Area Improvement Project	Public Works	105307-6850	$21,474.01	Decrease
General Fund	Building & Facilities - City Hall Administrative Office Area Improvement Project	Public Works	105307-8033	$21,474.01	Decrease

Capital Projects Fund	Infrastructure – Streets – Golden Avenue Bridge Replacement Project	Public Works	331801-7010	$21,474.01	Increase
Capital Projects Fund	Infrastructure – Streets – Golden Avenue Bridge Replacement Project	Public Works	331801-6740	$21,474.01	Increase

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2024-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE APPRAISAL, FIXING THE AMOUNT OF JUST COMPENSATION AND AUTHORIZING OFFER TO OWNER GABRIEL JOHN ABURTO

A. Recitals.

(i). The City of Placentia desires to acquire the real property located in the City of Placentia, County of Placer, commonly known as 4011 Winterhaven St, Yorba Linda, CA, Assessor's Parcel Number 334-011-36 (the "Subject Property") for the City of Placentia Golden Avenue Bridge Project.

(ii). The City Council has authorized an appraisal to be made of the Subject Property by Valbridge Property Advisors. Valbridge Property Advisors has prepared an appraisal report dated October 21, 2024, and it has been received and reviewed by the City Council.

(iii). Sections 7267.1 and 7267.2 of the Government Code provide that prior to initiation of negotiations and adoption of a Resolution of Necessity, the City Council shall make and approve an appraisal of the real property to be acquired, shall establish an amount which it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The appraisal of the Subject Property made by Valbridge Property Advisors dated October 21, 2024, is hereby approved

2. Two thousand one hundred dollars ($2,100.00) is established as the amount which the City Council believes to be just compensation for the acquisition of the Subject Property.

3. The City Administrator for the City of Placentia or his/her designee is hereby authorized and directed to initiate negotiations and to make an offer to the owner or owners of record of the Subject Property to acquire the Subject Property for Two thousand one hundred dollars ($2,100.00) with the ability to modify offers up to twenty-five percent (25%) of the original appraisal amount or Two thousand six hundred and twenty five dollars ($2,625.00).

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2024-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE APPRAISAL, FIXING THE AMOUNT OF JUST COMPENSATION AND AUTHORIZING OFFER TO OWNERS JOHN D. GADDIS AND ALLISON GADDIS

A. Recitals.

(i). The City of Placentia desires to acquire the real property located in the City of Placentia, County of Placer, commonly known as 4021 Winterhaven St, Yorba Linda, CA, Assessor's Parcel Number 334-011-35 (the "Subject Property") for the City of Placentia Golden Avenue Bridge Project.

(ii). The City Council has authorized an appraisal to be made of the Subject Property by Valbridge Property Advisors. Valbridge Property Advisors has prepared an appraisal report dated October 21, 2024, and it has been received and reviewed by the City Council.

(iii). Sections 7267.1 and 7267.2 of the Government Code provide that prior to initiation of negotiations and adoption of a Resolution of Necessity, the City Council shall make and approve an appraisal of the real property to be acquired, shall establish an amount which it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The appraisal of the Subject Property made by Valbridge Property Advisors dated October 21, 2024, is hereby approved

2. One Thousand dollars ($1,000.00) is established as the amount which the City Council believes to be just compensation for the acquisition of the Subject Property.

3. The City Administrator for the City of Placentia or his/her designee is hereby authorized and directed to initiate negotiations and to make an offer to the owner or owners of record of the Subject Property to acquire the Subject Property for One Thousand dollars ($1,000.00) with the ability to modify offers up to twenty-five percent (25%) of the original appraisal amount or One thousand two hundred and fifty dollars ($1,250.00).

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2024-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE APPRAISAL, FIXING THE AMOUNT OF JUST COMPENSATION AND AUTHORIZING OFFER TO OWNER PARAMOUNT IMPERIAL VILLAS

A. Recitals.

(i). The City of Placentia desires to acquire the real property located in the City of Placentia, County of Placer, commonly known as Vacant Land, Placentia, CA 92870 Assessor's Parcel Number 336-371-36 (the "Subject Property") for the City of Placentia Golden Avenue Bridge Project.

(ii). The City Council has authorized an appraisal to be made of the Subject Property by Valbridge Property Advisors. Valbridge Property Advisors has prepared an appraisal report dated October 21, 2024, and it has been received and reviewed by the City Council.

(iii). Sections 7267.1 and 7267.2 of the Government Code provide that prior to initiation of negotiations and adoption of a Resolution of Necessity, the City Council shall make and approve an appraisal of the real property to be acquired, shall establish an amount which it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The appraisal of the Subject Property made by Valbridge Property Advisors dated October 21, 2024, is hereby approved

2. One thousand dollars ($1,000.00) is established as the amount which the City Council believes to be just compensation for the acquisition of the Subject Property.

3. The City Administrator for the City of Placentia or his/her designee is hereby authorized and directed to initiate negotiations and to make an offer to the owner or owners of record of the Subject Property to acquire the Subject Property for One thousand dollars ($1,000.00) with the ability to modify offers up to twenty-five percent (25%) of the original appraisal amount or One thousand two hundred and fifty dollars ($1,250.00).

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

RESOLUTION NO. R-2024-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE APPRAISAL, FIXING THE AMOUNT OF JUST COMPENSATION AND AUTHORIZING OFFER TO OWNER VILLENA COMMUNITY ASSOCIATION

A. Recitals.

(i). The City of Placentia desires to acquire the real property located in the City of Placentia, County of Placer, commonly known as the 27 units on Golden Avenue and Villena Way, Placentia, CA 92870 Assessor's Parcel Number 334-021-15 (the "Subject Property") for the City of Placentia Golden Avenue Bridge Project.

(ii). The City Council has authorized an appraisal to be made of the Subject Property by Valbridge Property Advisors. Valbridge Property Advisors has prepared an appraisal report dated October 21, 2024, and it has been received and reviewed by the City Council.

(iii). Sections 7267.1 and 7267.2 of the Government Code provide that prior to initiation of negotiations and adoption of a Resolution of Necessity, the City Council shall make and approve an appraisal of the real property to be acquired, shall establish an amount which it believes to be just compensation therefor, and shall make an offer to the owner or owners of record to acquire the property for the full amount so established.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The appraisal of the Subject Property made by Valbridge Property Advisors dated October 21, 2024, is hereby approved

2. Three thousand three hundred dollars ($3,300.00) is established as the amount which the City Council believes to be just compensation for the acquisition of the Subject Property.

3. The City Administrator for the City of Placentia or his/her designee is hereby authorized and directed to initiate negotiations and to make an offer to the owner or owners of record of the Subject Property to acquire the Subject Property for Three thousand three hundred dollars ($3,300.00) with the ability to modify offers up to twenty-five percent (25%) of the original appraisal amount or Four thousand one hundred and twenty five dollars ($4,125.00).

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024
Submitted by: Jennifer Lampman
From: Finance

Subject:
Fiscal Year 2023-24 Development Impact Fee Report (AB 1600)

Financial Impact:
Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Summary:
The attached report is prepared to comply with the California Government Code Section 66006, which requires an annual disclosure and review of collected development impact fees and expenditures.

Recommendation:
Recommended Action: It is recommended that the City Council:

Receive and file the Fiscal Year 2023-24 Development Impact Fee Report (AB 1600).

Strategic Plan Statement:
This item does not directly support a strategic plan goal/objective.

Discussion:
California's AB 1600, also known as the Mitigation Fee Act (Government Code section 66000), was established in California on September 19, 1987. AB 1600 requires local governments to create a development impact fee program where the developers are charged fees for building new construction projects. These impact fees are meant to compensate local governments for infrastructure and public facilities that are necessary to support the increased demand resulting from new development, such as roads, schools, parks, and public safety services.

The purpose of the AB 1600 Developer Impact Fee Annual Report (Government Code 66006) is to address several critical needs:

- Identify and describe each type of fee: The annual report must specify each type of development impact fee that was collected during the reporting period. This includes fees for specific purposes like transportation, parks, public safety, or other infrastructure needs.

- Amount of fees collected: Local governments must report the total amount of fees collected during the reporting period for each fee category. This information helps to track the financial resources available for various infrastructure projects.

- Beginning and ending balances: The report should include the beginning and ending balances of each fee category's fund. This helps the public understand how the collected fees were carried over from previous years and how they were spent during the reporting period.

- Amount of interest earned: The annual report must disclose any interest earned from the fees collected. This interest should typically be used for the same purposes as the fees collected.

- Amount of fees expended or to be expended: Local governments are required to detail the expenditures made or to be made from the collected fees. This includes specifying the projects and activities for which the fees are used, providing transparency on how the funds are spent.

- Inter-fund transfers and loans: The report must describe any impact fees that were used for transfers between city funds or for loans, if applicable.

- Amount of refunds made: The report must identify the amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

Furthermore, the Mitigation Fee Act requires an agency to make the following findings every five years:

- Identify the fee's purpose.
- Demonstrate a reasonable relationship between the fee and its purpose.
- Identify all sources and amounts of funding anticipated to complete the financing in incomplete improvements in the fee program.

In summary, the AB 1600 Developer Impact Fee Annual Report is essential for promoting transparency, accountability, informed decision making, legal compliance, public participation, and data-driven planning in the collection and utilization of development impact fees in California. It helps ensure that the funds collected from developers are used for their intended purposes and benefit the communities affected by new construction projects.

Currently, the City of Placentia collects several types of impact payments, and the activities of these programs are captured in dedicated funds. The attached report includes a narrative on the purpose of the fee, how the fee is calculated, fund activity and balance, a listing of projects for the fiscal year ended June 30, 2024, and if applicable, a list of projects any unexpended fees will be used for over the next five-years.

Attachments
2023.24 Development Impact Fee Report.pdf

Legal Requirements for Development Impact Fee Reporting

California's AB 1600, also known as the Mitigation Fee Act (Government Code section 66000), was established in California on September 19, 1987. AB 1600 requires local governments to create a developer impact fee program when they impose various development impact fees on new construction projects. These impact fees are meant to fund infrastructure and public facilities that are necessary to support the increased demand resulting from new developments, such as roads, schools, parks, and public safety services. The purpose of the AB 1600 Developer Impact Fee Annual Report (Government Code 66006) is to address several critical needs:

- ***Identify and describe each type of fee:*** The annual report must specify each type of development impact fee that was collected during the reporting period. This includes fees for specific purposes like transportation, parks, public safety, or other infrastructure needs.
- ***Amount of fees collected:*** Local governments must report the total amount of fees collected during the reporting period for each fee category. This information helps to track the financial resources available for various infrastructure projects.
- ***Beginning and ending balances:*** The report should include the beginning and ending balances of each fee category's fund. This helps the public understand how the collected fees were carried over from previous years and how they were spent during the reporting period.
- ***Amount of interest earned:*** The annual report must disclose any interest earned from the fees collected. This interest should typically be used for the same purposes as the collected fees.
- ***Amount of fees expended or to be expended:*** Local governments are required to detail the expenditures made or to be made from the collected fees. This includes specifying the projects and activities for which the fees are used and providing transparency on how the funds are spent.
- ***Administrative costs:*** The annual report should include information about any administrative costs associated with the collection and management of development impact fees. This helps to ensure that the fees collected are primarily used for infrastructure improvements rather than administrative expenses.

In summary, the AB 1600 Developer Impact Fee Annual Report is essential for promoting transparency, accountability, informed decision-making, legal compliance, public participation, and data-driven planning in the collection and utilization of development impact fees in California. It helps ensure that the funds collected from developers are used for their intended purposes and benefit the communities affected by new construction projects.

Currently, the City of Placentia collects several types of impact payments, identified in detail below and the activities of these programs are captured in dedicated funds. Two percent (2%) of funds collected from impact fees support administrative costs.

Park & Recreation- Fund 236

History & Description

Placentia is proud of its extensive park system, and has invested significantly in our Parks Initiative, upgrading and renovating numerous parks. On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Park and Recreation Impact Fee to be used as a funding source for park development, and community use facility expansion needed to serve new development. Park & Recreation fees were first collected in 2018.

Fund Activity

	2023-2024 Actual
Beginning Balance	$1,710,041.09
Revenue:	$55,888.49
Allocated Interest	$20,403.93
Expenses:	$1,400,137.34
Ending Fund Balance	$386,196.17

2023-2024 Projects

1. Parque del Arroyo Verde Renovation ($1,330,437)
2. Handball court resurfacing. ($19,700)
3. Replace citywide park drinking fountains ($50,000)

Future Activity

1. Citywide restroom renovations ($28,000)
2. McFadden Park playground renovation ($90,000)
3. Kraemer Park Fountain design ($50,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Affordable Housing In-Lieu- Fund 405

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-11 establishing an Affordable Housing In-Lieu Impact Fee.

Fund Activity

	2023-2024 Actual
Beginning Balance	$404.18
Revenue:	
Allocated Interest	
Expenses:	
Ending Fund Balance	$404.18

2023-2024 Projects

1. No projects were financed by the Affordable Housing In-lieu fees.

Future Activity
There are currently no planned projects using Affordable Housing In-Lieu fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Citywide Sewer Impact- Fund 237

History & Description

On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a citywide Sewer Impact Fee to support capital improvements, including updating or replacing sewer lines, necessary due to new development or conversions within the City resulting in increased usage of the City's sewer system.

Fund Activity

	2023-2024 Actual
Beginning Balance	$37,159.95
Revenue:	$38,518.81
Allocated Interest	$810.26
Expenses:	$35,269.38
Ending Fund Balance	$41,219.64

2023-2024 Projects

1. TOD Crowther Sewer Project ($35,269)

Future Activity

Projects below are included in the seven (7) year Capital Improvement Plan (CIP) and funding from the Sewer Impact fee fund will be determined in the years those projects are scheduled based on funds available.

1. Old Town Sewer project (FY25/26)
2. Sewer capacity projects (FY27/28)
3. Pipeline rehab projects (FY26/27)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2023-24.

Citywide Traffic Impact- Fund 238

History & Description

On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a citywide Traffic Mitigation Impact Fee to fund capital improvements to the traffic circulation system resulting from new development and/or conversions. First fees collected 2018.

Fund Activity

	2023-2024 Actual
Beginning Balance	$209,066.39
Revenue:	$59,970.10
Allocated Interest[1]	$4,787.93
Expenses:	$75,402.94
Ending Fund Balance	$198,421.48

2023-2024 Projects

1. Opticom traffic signal preemption devices ($33,106.69)
2. Traffic signal back-up batteries ($32,296.25)
3. Local roadway safety plan ($10,000)

Future Activity

1. Caltrans sustainability Active Transportation Plan ($25,000)
2. City General Wayfinding Signage ($25,000)
3. Orangethorpe traffic signal synchronization ($8,000)
4. Rose /Tustin regional traffic signal synchronization ($100,000)
5. Traffic signal back-up batteries ($10,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Citywide Storm Drain Impact- Fund 239

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a citywide Storm Drain Impact Fee to maintain an acceptable level of storm drainage from all areas of the City of Placentia. First fees collected 2018.

Fund Activity

	2023-2024 Actual
Beginning Balance	$23,026.75
Revenue:	$2,542.88
Allocated Interest[1]	$589.28
Expenses:	$0
Ending Fund Balance	$26,158.91

2023-2024 Projects
No reportable projects or activity during fiscal year 2023-2024.

Future Activity

1. Seaview Circle storm drain (FY26/27)
2. Kevin Way storm drain improvement (FY27/28)
3. Sunset Drive storm drain improvement (FY27/28)
4. Kraemer Park storm drain improvement (FY27/28)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Police Impact- Fund 242

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Public Safety Mitigation Impact Fee to support capital equipment urgently needed for the city's police and fire protection facilities to maintain the existing levels of police and fire protection services to all areas of the City of Placentia. Pursuant to Resolution R-2023-20, the Public Safety Impact fee has been divided into Animal Shelter, Police and Fire Impact fees.

Fund Activity

	2023-2024 Actual
Beginning Balance	$103,541.07
Revenue:	$30,264.83
Allocated Interest[1]	$2,357.13
Expenses:	$37,942.05
Ending Fund Balance	$98,220.98

2023-2024 Projects
1. Refurbish Police Department armory ($11,691)
2. Refurbish Police Department Training room ($24,676.05)

Future Activity
1. Refurbish Police Department armory ($13,309)
2. Fire Station No. 1 garage doors ($40,000)
3. Refurbish Police Department motorcycle barn ($25,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24

Citywide Affordable Housing- Fund 244

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-11 establishing a citywide Affordable Housing Impact Fee to provide housing affordable to extremely low income, very low income, lower income, and moderate income households in the city, consistent with the goals and policies contained in the city's housing element and for administration and compliance monitoring of the affordable housing program.

Fund Activity

	2023-2024 Actual
Beginning Balance	$1,146,744.91
Revenue:	$93,128.40
Allocated Interest[1]	$26,002.13
Expenses:	$93,950.48
Ending Fund Balance	$1,171,924.96

2023-2024 Projects

1. Professional services relating to affordable housing and demolition and asbestos removal relating to red tag property for future affordable housing use.

Future Activity
There are currently no planned projects using Affordable Housing Impact Fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Quimby In-Lieu- Fund 243

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Quimby In-Lieu Impact Fee and/or dedication of parkland as a condition of approval of tentative map or parcel map to support additional park facilities needed to accommodate future growth and maintain an acceptable level of existing park and recreational facilities for all areas of the city of Placentia. First fees collected 2018.

Fund Activity

	2023-2024 Actual
Beginning Balance	$1,245,327.32
Revenue:	$78,374.92
Allocated Interest[1]	$17,899.48
Expenses:	$884,681.70
Ending Fund Balance	$456,920.02

2023-2024 Projects

1. Bike corridor planning ($5,697.25)
2. Tuffree Park playground replacement ($300,000)
3. Playground shade sails ($38,791.81)
4. Park amenities ($17,387.64)
5. Kraemer Park fountain renovation ($2,785.27)
6. Parque del Arroyo Verde ($466,485)
7. La Placita Parquette ($58,852.51)

Future Activity

1. McFadden Park pergola replacement ($50,000)
2. Koch Park picnic shelter replacement ($43,950)
3. Playground resurfacing ($150,000)
4. Dog park design ($56,250)
5. Park amenities ($55,478.35)
6. Atwood Trail planning ($37,200)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City

is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2023-24.

Fire Impact Fee- Fund 287

History & Description

On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Public Safety Impact Fee, which was subsequently separated into Police, Fire and Animal Shelter Impact Fees pursuant to Resolution R-2023-20.

Fund Activity

	2023-2024 Actual
Beginning Balance	
Revenue:	$20,729.93
Allocated Interest[1]	$294.64
Expenses:	
Ending Fund Balance	$21,024.57

2023-2024 Projects

No reportable projects or activity during fiscal year 2023-2024.

Future Activity

1. Ballistics vests

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in

the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Animal Shelter- Fund 288

History & Description
On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Public Safety Impact Fee, separated into Police, Fire and Animal Shelter Impact Fees pursuant to Resolution R-2023-20.

Fund Activity

	2023-2024 Actual
Beginning Balance	
Revenue:	$325.32
Allocated Interest[1]	
Expenses:	
Ending Fund Balance	$325.32

2023-2024 Projects
No reportable projects or activity during fiscal year 2023-2024.

Future Activity
There are currently no planned projects using Animal Shelter Impact Fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

Park Development- Fund 235

History & Description
Placentia is proud of its extensive park system, and has invested significantly in our Parks Initiative, upgrading and renovating numerous parks. On October 17, 2017, Placentia City Council approved Ordinance No. O-2017-10 establishing a Park and Recreation Impact Fee to be used as a funding source for park development, and community use facility expansion needed to serve new development.

Fund Activity

	2023-2024 Actual
Beginning Balance	$20,461.25
Revenue:	
Allocated Interest	$441.96
Expenses:	
Ending Fund Balance	$20,903.21

2023-2024 Projects
There were no projects supported by these fees in FY 2023-24.

Future Activity
There are currently no planned projects using Park Development Fees.

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

TOD Traffic Impact – Fund 246

History & Description
In June, 2017 the Placentia city council approved the TOD Development Impact Fee Nexus Study approving the TOD Traffic impact fee to mitigate the impacts of traffic created by development within the TOD area. First fees collected 2019.

Fund Activity

	2023-2024 Actual
Beginning Balance	$679,549.84
Revenue:	
Allocated Interest	$14,805.74
Expenses:	$196,931.68
Ending Fund Balance	$497,423.90

2023-2024 Projects
There were no projects supported by these fees in FY 2023-24.

Future Activity
1. TOD traffic mitigation improvement project ($217,833.70)
2. FY2022/23 Roadway Rehabilitation ($95,000)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan
There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)
No refunds were made during Fiscal Year 2023-24.

TOD Sewer Impact – Fund 247

History & Description

In June, 2017 the Placentia city council approved the TOD Development Impact Fee Nexus Study approving the TOD Sewer impact fee to support expansion and maintenance of the sewer system within the Transit Oriented District (TOD). First fees collected 2018.

Fund Activity

	2023-2024 Actual
Beginning Balance	$242,512.82
Revenue:	
Allocated Interest	$2,062.49
Expenses:	$432,450.81
Ending Fund Balance	($187,875.50)

2022-2023 Projects

1. TOD Crowther Sewer project ($432,450.81)

Future Activity

1. TOD Crowther Sewer project ($135,971.07)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2023-24.

TOD Streetscape Impact – Fund 248

History & Description

In June, 2017 the Placentia city council approved the TOD Development Impact Fee Nexus Study approving the TOD Streetscape impact fee to support streetscape design and construction within the TOD. First fees collected 2019.

Fund Activity

	2023-2024 Actual
Beginning Balance	$1,018,050.73
Revenue:	
Allocated Interest	$22,392.77
Expenses:	$5,600.07
Ending Fund Balance	$1,034,843.43

2023-2024 Projects

1. Wayfinding signage design ($5,600.07)

Future Activity

2. FY2023-24 Roadway rehabilitation ($185,300)

The date of impact fee collection and deposit of funding is difficult to predict and will depend on the timing of each specific developer and on the relative economic conditions. As such, the City is unable to predict when all such development impact fees will be accumulated and will continue to provide updates as additional information and fees are collected. As part of the annual budget process, the City identifies public improvement projects that have sufficient impact fee funds available and the approximate dates (fiscal year) of construction. This information is included in the Capital Improvement Program which is adopted by City Council as part of the overall budget adoption process.

Interfund Transfer and Loan

There are currently no interfund transfers or loans made using this fee.

Refunds Made Pursuant to Section 66001 Subdivison (e) or Subdivision (f)

No refunds were made during Fiscal Year 2023-24.

Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024

Submitted by: Alice Burnett

From: Administrative Services

Subject:
Resolution to Amend the Pay Schedule for Part-Time Employees in Compliance with the State Minimum Wage Increase

Financial Impact:
Fiscal Impact:

FY24-25 $5,000 ($10,000 annually) (104071-5005)

Summary:
To comply with the state minimum wage increase effective January 1, 2025, it is necessary to amend the pay schedule for part-time employees. It is anticipated that the cost to implement this minimum wage increase will cost the City approximately $10,000 per year in total compensation. Prorated costs in the amount of $5,000 will be funded by the General Fund for the remainder of the fiscal year.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2024-58 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
2. Adopt Resolution No. R-2024-79, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal #8 to Improve City Governance, under Objective #1, which is update all rules, policies and procedures to be consistent with MOUs and State/Federal regulations.

Discussion:
The City's Pay Schedule for Part-Time Positions consists of non-competitive services positions that are excluded from the civil services system. California employers are governed by federal and state minimum wage laws. For 2024, the California minimum wage is $16.00.

Due to cost-of-living increase required by the State's minimum wage law, effective January 1, 2025, California's minimum wage will increase by 3.18 percent from $16.00 to $16.50 per hour for all employers. California Labor Code section 1182.12 requires an annual review of the wage rate using the U.S. Consumer Price Index (CPI) and rate of change over the two most recent CPI rates. According to section 1182.12(c), the adjusted minimum wage will be calculated to be the lesser of 3.5% or the rate of change. Since the California Department of Finance calculated that the CPI increased by 3.18% from 2022-2023 to 2023-2024, it has been determined that the minimum wage shall be subsequently increased by 3.18 percent to $16.50 an hour and be effective January 1, 2025. For ease of payroll and to include the first pay period for 2025, the rate increase will go into effect December 22, 2024. This will affect approximately 58 part-time employees, who now earn less than $16.50 per hour in job classifications shown on the proposed resolution and pay schedule. Staff is recommending that the City Council adopt the proposed part-time pay schedule to ensure all employees are paid at least the California minimum wage of $16.50 per hour.

The City plans to address the part-time salary schedule more comprehensively in the near future once the Classification and Compensation Study is completed in January of 2025.

The adoption of this resolution is necessary pursuant to the Personnel Rules and Regulations of the City of Placentia, Rule IV, Section 1, which states proposed compensation schedules must be submitted to the City Council for approval.

Fiscal Impact Summary:
This proposal will cost the City approximately $10,000 per year in total compensation. Staff requests approval of a budget amendment in the prorated amount of $5,000 from the General Fund's fund balance for the remainder of the current fiscal year.

Attachments
Resolution_No._R-2024-58_Minimum_Wage_changes_2025.docx
Part time salary schedule'25.docx
Attachment_1_-Budget_Amendment_Resolution_No.__R-2024-79_-__Minimum_wage_increase.docx

RESOLUTION NO. R-2024-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING THE PAY SCHEDULE FOR PART-TIME EMPLOYEES EFFECTIVE DECEMBER 22, 2024

A. Recitals.

(i). The City's Pay Schedule for Part-Time Employees consists of unrepresented non-competitive services positions that are excluded from the civil services system.

(ii). To comply with state minimum wage increase effective January 1, 2025, it is necessary to amend the pay schedule for part-time employees.

(iii). Personnel Rules and Regulations of the City of Placentia, Rule IV, Section 1, requires approval of proposed compensation schedules by City Council.

(iv). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The City Council desires to amend said Schedule for Part-Time Employees, effective December 22, 2024.

3. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3RD DAY OF DECEMBER 2024.

_____
Jeremy B. Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3RD day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Attachment:
Appendix A: 2024 Pay Schedule for Part-Time Employees

APPENDIX "A" SALARY SCHEDULE PART-TIME
EFFECTIVE DECEMBER 22, 2024

SECTION 1

The compensation of part-time employees of the City of Placentia shall be set forth in the table herein below:

	STEPS			
CLASS TITLE	**A**	**B**	**C**	**D**
Admin. Intern.				$16.71
Clerical Aide	$18.54	$18.91	$19.29	$19.67
Production Coordinator	$19.50	$19.89	$20.29	$20.69
Production Assistant				**$16.50**
Maintenance Aide				$16.71
Police Cadet				$16.71
Pol Reserve Off – Level 1	$21.43	$22.82	$24.21	$25.71
Lifeguard			$16.89	$17.23
Instructor Guard	$17.57	$17.93	$18.28	$18.64
Sr. Instr. Guard	$19.69	$20.09	$20.49	$20.90
Pool Manager	$20.82	$21.24	$21.65	$22.09
Com. Serv. Leader				**$16.50**
Sr. Com. Serv. Leader			$16.89	$17.23
Com. Serv. Specialist	$17.57	$17.93	$18.28	$18.64
Sr. Com. Serv. Specialist	$19.03	$19.41	$19.80	$20.20
Program Coordinator	$21.00	$21.42	$21.85	$22.29

SECTION 2

Part-time employees may progress to the next salary step after satisfactorily completing a minimum of four hundred (400) hours of work at the current salary step and one year of service An evaluation of the employee's performance should be completed prior to the salary change.

SECTION 3

The following classes are elected or appointed by City Council:

CLASS TITLE	SALARY
Mayor/Councilmembers	$150.00
City Clerk	$150.00
City Treasurer	$50.00

RESOLUTION NO. R-2024-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2024-38, is hereby amended to adjust the following accounts as specified below:

Fund	Description	Department	GL Account	Amount	Type
General Fund	Part Time Salaries	Community Services	104071-5005	$5,000.00	Increase

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2025.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Agenda Item No: 1.j

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024
Submitted by: Jeannette Ortega
From: Community Services

Subject:
Approval of New Lease Agreement Between the City of Placentia and the Placentia Founders Society for Use of the Bradford House

Financial Impact:
Fiscal Impact:
Expense: $8,500 Per Year
Budgeted: $8,500 FY 2024-25 Risk Management Fund (404582-6201)

Summary:
The current Lease Agreement ("Lease") between the City and Placentia Founders Society ("Founders") for the use, maintenance, and upkeep of the historical Bradford House began in 2002 and has had five (5) amendments since that date. On October 15, 2019 the City Council approved a new Lease Agreement commencing on January 1, 2020 for a four (4) year period, ending on December 31, 2024. The City is recommending entering into a new Lease Agreement with the Placentia Founders Society, commencing on January 1, 2025 for a four (4) year period, ending on December 31, 2029.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Approve the Lease Agreement between the City and the Placentia Founders Society for the use, maintenance, and upkeep of the Bradford House for a term ending December 31, 2029; and
2. Authorize the Acting City Administrator and/or her designee to make non-substantive amendments as necessary and execute the lease on behalf of the City, in a form approved by the City Attorney.

Strategic Plan Statement:
There is no strategic plan objective or goal associated with this action.

Discussion:
The original Lease between the Founders and the City expired in 1997. A subsequent new agreement extended the Lease for an additional five-year period, which expired on December 31, 2002. On or about November 2002, the City and the Founders entered into a Lease whereby the City leased to the Society that certain parcel of real property with improvements thereon situated in the City of Placentia, County of Orange, State of California, commonly

known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure ("site"). The original term of the Lease was January 1, 2003 through December 31, 2007 and was subsequently amended five (5) times with updates to insurance requirements.

On October 15, 2019 a new lease agreement was approved by the City Council and entered effectively on January 1, 2020. The new lease agreement was for a period of four (4) years, ending on December 31, 2024.

The annual cost expended by the Founders to oversee and manage the Bradford House ranges between $20,000 to $28,000. These expenses are for utilities, staffing, insurance, and maintenance. The Founders lease a room in the house to a caretaker, which brings an annual income of $18,000. All revenue received from the Lease is used for maintenance. The Lease requires the renter to have renter's insurance.

The Founders updated their Use Policy for the property in February 2019, and the City sees the need to enter into a new Lease with the Founders.

TERMS:

The new Lease is fundamentally the same as the previous agreement. The following are some of the main Lease points:

- The term of the agreement is from January 1, 2025 through December 31, 2029.
- The City will maintain fire insurance on the structure while the Founders will be responsible for providing fire insurance on the contents of the house and maintain public liability, property, and general liability insurance.
- The City will provide up to $8,500 per year to assist the Founders with their insurance needs.

The Founders continue to communicate and work well with City Staff on programs at the Bradford House and any other issues that may arise.

Fiscal Impact Summary:
The City will provide up to $8,500 to assist the Founders with their insurance needs. This appropriation will be adjusted during the Midyear Budget review for Fiscal Year 2024-25 Risk Management Fund budget.

Attachments
Lease of Real Property Bradford House - 11.20.2024.pdf
Attachment 2 - Use Policy Oct 2024.pdf
Attachment 3 - PFS Expenses 23-24.pdf

LEASE OF REAL PROPERTY LOCATED AT
136 E. PALM CIRCLE, PLACENTIA, CALIFORNIA

This LEASE OF REAL PROPERTY ("Lease") is made and entered by and between the CITY OF PLACENTIA, a Charter City and municipal corporation (herein referred to as "City"), and the PLACENTIA FOUNDERS SOCIETY, INC., a California non-profit corporation (herein referred to as "Society").

In consideration of the covenants, promises and agreements herein contained, it is hereby agreed as follows:

1. PROPERTY LEASED

The City, for and in consideration of the rents herein reserved and agreed to be paid by the Society, and in further consideration of the covenants and agreements herein contained on the part of the Society to be kept, performed and fulfilled, hereby leases and lets to the Society, and the Society hereby hires and leases from the City that certain real property and improvements situated in the City of Placentia, County of Orange, State of California, commonly known as the Bradford House, located at 136 East Palm Circle, Placentia, California 92870, and including an eight (8) foot border around the structure, for the term commencing on January 1, 2025 and ending December 31, 2029, unless sooner terminated as provided herein.

The Society shall also have the right to use the adjacent Bradford Park at 136 E. Palm Circle, Placentia, CA 92870, up to four (4) times a year at no cost for the Society-sponsored fundraising events in connection with its business operations, not to exceed six (6) hours per use, as available, provided that each use is reserved on the City's master reservation calendar no less than four (4) weeks in advance, and such scheduling shall be subject to the availability of Bradford Park. Longer periods may be allowed at the City's discretion.

2. RENTAL PAYMENT

The Society agrees to pay, and the City agrees to accept as rental for said premises, a rental payment of $1.00, payable on execution of this Lease. This rental is paid for and in consideration of the use and occupancy of the real property, building and other improvements in a manner consistent with the terms of the deed by which the City acquired the property and in consideration of the continued quiet use and enjoyment thereof for the terms of the Lease.

3. COVENANTS OF THE FOUNDERS SOCIETY

The Founders Society promises as follows:

a) That it will use said premises only for purposes consistent with the deed of the City.

b) That it will comply with such lawful requirements of State, municipal and public authorities as relating to its use and occupancy of said premises.

c) That it will maintain said premises and improvements and make all replacements and repairs necessary to said premises and improvements during the term hereof, ordinary wear and tear excepted.

d) That it will permit City to examine the premises at any time upon reasonable written or oral notice to any caretaker of the Society.

e) That it will pay for all gas, electricity, light, heat, power, water and other service or utility used on or supplied to said premises, specifically, the structure and eight-foot perimeter described in Section 1 and all utility services shall be under the Society's name.

f) That in addition to and as part of rent, the Society agrees to pay during the term of the Lease all real and personal taxes and assessments on or in respect to said premises and/or improvements and/or leasehold, and any and all installments of specific assessments against said premises and/or improvements which may become due and payable during the term of this Lease, if any.

g) That each tax, assessment, imposition and charge to be paid by the Society shall be paid by it and notice of payment furnished to the City not less than five (5) days prior to delinquency date.

h) That it will protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at its sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Society, its employees, and/or authorized subcontractors' work undertaken pursuant to this Lease including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Society, its employees, and/or subcontractors. The defense obligation provided hereunder shall apply whenever any claim, action, complaint, or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Society, its employees, and/or authorized subcontractors under this Lease, whether or not the Society, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Society, its employees, and/or its subcontractors. Notwithstanding the foregoing, the Society shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City.

i) That City will at all times on and after the date on which the term of this Lease commences, at its own expense, keep all of the improvements on the leased premises insured against loss of damage by fire and other risks covered by standard extended coverage endorsement, and by vandalism and malicious mischief. That the Society, at their own expense, will procure and maintain in force during the term of this Lease fire insurance coverage for the contents of the Bradford House. Also, that the Society will procure and maintain in full force during the term of this Lease all of the following minimum scope of insurance coverages:

i. General liability insurance with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000) general aggregate. Umbrella liability coverage may also be applied to meet the limits specified above.

The general liability insurance policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Society pursuant to its Lease with the City and premises occupied or used by the Society. The insurance provided to the City as additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City. The Society grants a waiver of any right to subrogation which any insurer of the Society may acquire against the City.

All insurance shall be carried with insurance companies approved by the City and licensed to do business in the State of California. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. The Society shall furnish to City certificates of insurance showing the required insurance coverages, as well as furnish to City the required endorsements and waivers in a form and content approved by the City.

The proceeds of any insurance required under this Lease shall be paid into the treasury of City in a special trust account.

All insurance and City's liability in connection with the Bradford House shall be reviewed annually by the City's Risk Management for sufficiency of coverage and any alterations or changes requested by the City shall be made to the Founders Society no later than sixty (60) days prior to the annual anniversary date of the above-mentioned policies.

j) That if any mechanic's lien or liens shall be filed against the leased premises for work done by or for, or materials furnished to the Society, the Society shall forthwith, or within ninety (90) days thereafter, either cause the same to be discharged by paying the amount of the lien or shall litigate the same with due care and diligence to a final judgment or decree from which there is no appeal, and in the event such judgment or decree upholds said lien in whole or in part, the Society shall forthwith pay the same.

k) In the event Society sublets or otherwise rents the living quarters located on the site, Society agrees that any person(s) to whom Society sublets or rents said living quarters shall be required to obtain and keep in full force and effect for the duration of any such sublet or rental term, full and complete renter's insurance relating to such renter's or subletter's use and enjoyment of the living quarters.

4. COVENANTS OF THE CITY

The City promises as follows:

a) That on or before the renewal date of the Society's insurance, which is procured for the benefit of City, and upon receipt of an invoice from the Society, City will pay an amount not to exceed $8,500 annually toward the cost of insurance. If $8,500 is not sufficient to cover the insurance cost, the Society may, in writing, request additional funds from the City Council. Any such additional funds to be paid hereunder, shall be in the sole discretion of the City Council whose decision shall be final.

b) That City has suffered or permitted no encumbrances or liens upon its title to the premises and that City has full right and authority to execute this Lease, and agrees that the Society, upon paying said rent and performing the covenants of this Lease, shall quietly have, hold and enjoy the demised premises during the term hereof, including reasonable vehicle access to the premises.

c) That the Society shall not have the right to make alterations, additions, changes, or improvements without the written consent of City. Any alterations, additions, changes or impovements for which City's consent has been obtained shall become and remain a part of the building, provided, however, that improvements and property placed by the Society in or on the leased premises which do not actually become a part of the building standing thereon, or any replacement thereof, may be removed without permanent injury or damage if fully repaired by the Founders Society prior to the surrender of the leased premises.

5. THE CITY'S REMEDIES UPON DEFAULT

As an alternate remedy to any other remedies available to City, upon default by the Society in the payment of any amount due under the terms of this Lease, or upon the violation of any of the terms or conditions hereof, and the failure to remedy such default within sixty (60) days after written notice from City to do so, the City may at its option enforce the terms of this agreement from time to time and/or file suit for the payment of said delinquent rental or for damages or for the performance of any such covenant or agreement or condition and/or City, in addition to other rights and remedies reserved to it by law may, at its option and without further notice or other formality, reenter the premises and take full possession thereof. No reentry of said premises by City shall be construed as an election on its part to terminate this Lease, unless written notice to that effect is delivered to the Society and all rights, powers, options, privileges and remedies herein expressly given to City shall be cumulative to each other and to any other legal or equitable remedy, right, power, or privilege which City might otherwise have in the event of any default by Society, and no option, right, power, remedy or privilege of the City shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of the rights, powers, options, or remedies shall be cumulative and no one of them exclusive of any remedy provided by law. The Society shall pay interest on all obligations in arrears and on all other sums which it is or may become obligated to pay under the terms of this Lease at the rate of seven percent per annum from the date when the same becomes due until paid. In any action or proceeding which either City or Society may prosecute to enforce its respective rights hereunder, including any action to collect rental or other money due, the prevailing party shall be entitled to its costs and reasonable attorney's fees, both of which are to be allowed by the court as part of the judgment in

such proceedings. If City shall fail to keep and perform faithfully the covenants and conditions herein imposed and such failure shall continue for sixty (60) days after Society shall have given City written notice thereof, then and in such event Society may at its option terminate this Lease.

6. ASSIGNMENT BY THE FOUNDERS SOCIETY

The Society may not assign this Lease or any of its interests hereunder or transfer such lease or interests in trust as security. Furthermore, Society may not sublease any portion of its interest without the written consent of the City.

7. NOTICES

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Clerk
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Notices required to be given to Society shall be addressed as follows:

President
The Founders Society
136 Palm Circle
Placentia, CA 92870

Provided that parties may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

8. NO WAIVER BY OMISSION TO ENFORCE

No acquiescence, failure or neglect of either City or Society to insist on strict performance of any or all of the terms hereof in one instance shall be considered or constitute a waiver of the right to insist upon strict performance of the terms hereof in any subsequent instance.

9. GENERAL CONDITIONS OF AGREEMENT

Each and all of the terms and agreements herein contained shall be binding upon and insure to the benefit of the successors in interest of City and Society respectively. It is hereby covenanted and agreed that time is of the essence of this agreement except where otherwise expressly provided.

If any section, paragraph, sentence, clause, phrase, or portion of this Lease is invalid or shall be held to be invalid, such invalidity shall not affect the validity of the balance or remainder.

There are no covenants and warranties other than those expressed herein, other than the warranty of title.

10. RENEWAL AND/OR CANCELLATION OF LEASE

Society shall notify City in writing of its intention to apply for a renewal or cancellation of the Lease ninety (90) days prior to the expiration date of this lease. City does hereby reserve the right to review, amend, or cancel this Lease at any time during the four (4) year term.

In witness whereof, the parties hereto have executed this Lease as of the Effective Date.

SOCIETY

_____
Placentia Founders Society

CITY

_____
Rosanna Ramirez
Acting City Administrator
City of Placentia

ATTEST

_____
Robert S. McKinnell
City Clerk

Approved as to form:

_____
Christian L. Bettenhausen
City Attorney

USE POLICY FOR THE BRADFORD HOUSE

- The Bradford House is available for small special events. Reservations must be made thirty (30) days in advance by calling (714-993-2470) or in writing to 136 Palm Circle, Placentia, CA 92870.

- Group size is limited to 45 people in the downstairs rooms only; upstairs rooms are off limits for events. The porch is available. Children in attendance must be supervised.

- All events must be completed by 9:00 p.m. which will include actual event and clean-up.

- **Alcoholic beverages or drugs are not allowed in the Bradford House or on the grounds.**

- **Smoking is not allowed inside the Bradford House or on the porch.**

- **High heeled footwear is not allowed in the house.**

- Users must provide all linens, supplies and food, and are responsible for clean-up. Bradford House will provide folding chairs.

- Nailing, stapling or taping of any materials to the Bradford House or Bradford Park trees is not allowed. Only ribbon, pipe cleaners, or string may be used to fasten decorating materials. **The use of lighted candles is not allowed**. All decorations must be removed immediately following the event.

- If special permission is granted to use the upstairs, no items must be placed on the beds, tables or dressers.

- All chairs and areas designated by ropes must not be used or entered.

- If an event requires clothing or costume changes, these must be in a designated area approved at the time of the reservation.

- **A Bradford House representative must be present at all functions.** (A docent can be available upon request to give a tour.)

- **No flash photography is allowed.**

- Vehicles may not turn around or park on the grass. Delivery services must be instructed to use the driveway. Direct catering vehicles must be instructed to the back of the house.

- It is the sole responsibility of the User to secure the safety of all personal property. The Placentia Founders Society disclaims any responsibility for security of personal property of any kind.

- Should the police be called to the site for any reason, the event will be immediately closed. The security deposit will not be refunded.

I have read and understand the above information. I agree to abide by these regulations of the Bradford House Use Policy.

_____	_____
User	Phone
_____	_____
Address	E-mail
_____	_____
Bradford House Representative	Date

Placentia Founders Society Expenses

		July 2023 - June 2024
Committee Expenses	$	419.08
Dues and Membership Expense	$	698.99
Events Expense	$	1,160.25
House Maintenance Gardner Expense	$	2,600.00
House Maintenance Indoor Expense	$	2,550.00
House Maintenance Pest Control Expense	$	939.94
House Maintenance Repairs Expense	$	16,116.41
Internet Expense	$	2,328.43
Office Supplies Expense	$	266.44
Postage Expense	$	183.30
Printing Expense	$	75.00
Professional Fees Expense	$	1,200.00
Bank Charges and CC Fees	$	491.23
Security Expense	$	907.75
Taxes and Licenses Expense	$	192.50
General Fund Account	$	390.00
Trash Expense	$	374.95
Utilities Electric Expense	$	2,015.40
Utilities Gas Expense	$	1,085.56
Website Expense	$	624.25
Total Expenses	**$**	**34,619.48**

Agenda Item No: 1.k

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024

Submitted by: Lesley Whittaker

From: Development Services

Subject:
Vesting Tentative Tract Map No. VTTM 19300 resulting in the subdivision of four parcels into three parcels and a lettered lot and also for the purposes of establishing a residential townhome condominium subdivision concurrent with DPR No. 2024-01 and UP No. 2024-07 within the High Density Residential (R-3) Zoning District

Financial Impact:
Fiscal Impact:
Revenue: Approximately $2,600,000 in Development Impact Fees

Summary:
Vesting Tentative Tract Map (VTTM) 19300 is an application to subdivide an approximately 4.98-acre property of four parcels into three parcels and a lettered lot and for condominium purposes in conjunction with the construction of 140 residential townhome condominium units located at 440 N. Jefferson Street. At the Planning Commission ("Commission") meeting held November 12, 20243, the Commission voted 3-1-3 to recommend approval of VTTM 19300 to the City Council. In accordance with Placentia Municipal Code (PMC) Sections 22.72.060 and 22.72.070, the Commission hereby submits a report of its findings and recommends approval of VTTM 19300 to the City Council.

Recommendation:
Recommended Action: It is recommended that the City Council:
Adopt Resolution No. R-2024-77, a Resolution of the City Council of the City of Placentia, approving Vesting Tentative Tract Map No. VTTM 19300 for the subdivision of four parcels into three parcels and a lettered lot and also for the purposes of establishing a residential townhome condominium subdivision concurrent with DPR No. 2024-01 and UP No. 2024-07 subject to the Conditions of Approval and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal to achieve: Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the city, including a mix of housing at various price points.

Discussion:
PMC Section 22.72.002 requires a Tract Map for all subdivisions of five (5) or more parcels and PMC Section 22.72.060(c) requires that the Planning Commission recommend conditional approval or denial of the subdivision map to the City Council. At the Planning Commission meeting held November 12, 2024, the Commission voted 3-1-3-0 to recommend approval of VTTM 19300 to the City Council. At that same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2024-01 and Use Permit (UP) No. 2024-07 to permit the development of an approximately 4.97-gross acre site for the construction of twenty (20), three-story, multi-family buildings consisting of 140 residential townhome units and associated hardscape and landscape improvements.

Subject Site and Surrounding Land Uses
The table below illustrates the site and existing land uses surrounding the site, General Plan land use designation, and zoning designation:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Partially Improved Industrial Land with limited oil operations.	High Density Residential	R-3
Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	R-3
North	BNSF Railway	Railroad	Not Specified
South (across the Atwood Flood Control Channel)	Manufacturing Warehouses	Manufacturing (PMD)	M (PMD)
East	Attached, Single-Family Residential Townhomes (Hudson)	High Density Residential	R-3
West (across Jefferson St.)	Former Junkyard	City of Anaheim (Industrial)	City of Anaheim

Fiscal Impact Summary:
Approval of the Vesting Tentative Tract Map to subdivide the property for 140 residential townhome condominium units is estimated to generate approximately $2,600,000 in Development Impact Fees.

Attachments
1.and1.a.Resolution R-2024-77 VTTM 19300.docx
2. VTTM 19300.pdf
3. Project Plans dated 10/31/24 (For Reference)
4.Planning Commission Staff Report for reference - without attachments.docx

RESOLUTION NO. R-2024-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 *ET SEQ.* OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS) (CEQA) AND APPROVING VESTING TENTATIVE TRACT MAP (VTTM) 19300 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED AT 440 N. JEFFERSON STREET FOR 140 RESIDENTIAL TOWNHOME UNITS FOR CONDOMINIUM PURPOSES ON THE SUBJECT 4.98-ACRE PROPERTY LOCATED WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

WHEREAS, On November 12, 2024, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Vesting Tentative Tract Map No. VTTM 19300 for the property located at 440 N. Jefferson Street.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Alan Toffoli, of Toffoli Investments, LLC. ("Applicant" hereinafter), regarding a Vesting Tentative Tract Map application.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed subdivision is consistent with the City's General Plan in that the General Plan Land Use designation for the subject site is High-Density Residential, and the proposed use is consistent with the land use designation of the

subject site. The proposed project involves the subdivision of a 4.98-acre parcel into 140 residential condominiums (townhomes) consistent with the “R-3” High Density Residential Zoning District and consistent with the General Plan Land Use designation.. Subject to compliance with the attached Conditions of Approval set forth in Attachment “1.A.” of the staff report (Attachment A to this Resolution) and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the “R-3” High Density Residential Zoning District and complies with PMC Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC); and,

b. The design and improvements of VTTM are consistent with the City's General Plan and the Placentia Municipal Code. The General Plan Land Use designation for the subject site is High-Density Residential, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the subdivision of a 4.98-acre parcel into 140 residential condominiums (townhomes) consistent with the “R-3” High Density Residential Zoning District and consistent with the General Plan Land Use designation. Therefore, the site is physically suitable for the proposed type and density of development as it is in conformance with the PMC and General Plan; and,

c. The site is physically suitable for the proposed type and/or density of development in that the proposed project as presented in the related staff report(s) and accompanying plans complies with all requirements of Chapter 23.21 of the PMC. City Staff carefully examined the proposed subdivision against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and Title 22 and determined it to be in substantial compliance. The proposed subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements and to ensure full compliance with the General Plan, and with applicable design improvements required therein; and,

d. The design or improvements are not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat in that the subject site is an underutilized and vacant property that has only limited vegetation. There are no known areas within the City that host wildlife or their habitat. In addition, neither the design nor types of improvements associated with the Vesting Tentative Tract Map are likely to cause serious public health problems. Moreover, staff recommend a Categorical Exemption pursuant to the provisions of CEQA; and, .

e. The design or type of improvement is not likely to cause serious public health problems in that there are no known health hazards associated with the site. In addition, neither the design nor types of improvements associated with the Vesting Tentative Tract Map are likely to cause serious public health problems. Moreover, staff recommend a Categorical Exemption pursuant to the provisions of CEQA; and,

f. That the design of the subdivision or the type of improvements will not conflict with easements of record, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive easement record research was completed. Additionally, the applicant submitted a preliminary title report with their application. Easements that are already in place or that are proposed will not conflict; and,

g. The subdivision is in conformity with the provisions of this Title (PMC Title 22) in that City Staff carefully examined the proposed subdivision for conformity with Title 22 and with applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance with both. The proposed subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with all applicable code requirements.

Section 3. a. The City Council of the City of Placentia finds that VTTM 19300 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.,* the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.,* and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Project) as this subdivision will result in the division of property in an urbanized area zoned for residential use and located in an infill area, consisting of less than five acres The division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed subdivision for condominium purposes to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent;

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Vesting Tentative Tract Map 19300, as modified herein, and specifically subject to the conditions set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 3rd day of December 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Attachment "A"
Special Conditions of Approval for
Vesting Tentative Tract Map No. VTTM 19300
440 N. Jefferson Street

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of Final Map VTTM 19300 is contingent upon City Council Approval.

4. VTTM 19300 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended to an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. VTTM 19300 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code, unless otherwise authorized herein.

7. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

8. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.

9. The approval of Vesting Tentative Tract Map No. VTTM 19300 shall be contingent upon approval of Development Plan Review No. DPR 2024-01 and Use Permit No. UP 2024-07. In the event the VTTM is denied, approval of any of the aforementioned DPR and UP entitlements shall be deemed to be null and void. In the event the DPR and UP are denied, VTTM 19300 shall be deemed null and void.

10. Comply with all applicable conditions of approval of DPR 2024-01 and UP 2024-07.

11. Prior to issuance of Certificate of Occupancy or Building final, all **NEW** utilities including but not limited to electric power, telephone, telecommunication fiber and/or cable TV on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.

BUILDING DEPARTMENT:

12. Any Vesting Tentative Tract Map addressing the boundaries of the property/properties shall be prepared sealed and signed by a California License Land Surveyor or a California civil engineer licensed prior to January 1, 1982, with a license number before 33966 per B&P Code §§ 6731, 6731.1.

PUBLIC WORKS – ENGINEERING DIVISION:

13. The undergrounding of **EXISTING** utility lines, including electric power, telephone, telecommunication fiber and/or cable TV that are located along the project's western street frontage, which is Jefferson Street, shall not be required as discussed in the findings of the Planning Commission staff report for DPR 2024-01, UP 2024-07, VTTM 19300 dated November 12, 2024.

14. Provide Signature block for City Engineer: License Number: C82756

15. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

Final Map

16. Applicant shall dedicate 40’ feet of the western boundary of the tract that abuts Jefferson Street, to the City of Placentia.

17. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development in addition to all the necessary easements and dedications for all the street improvements and access to the property by the City.

18. The applicant shall prepare and submit a preliminary title report not older than 90 days.

19. Prior to approval of the Final Map, pursuant to the Subdivision improvement Agreement for Public improvements, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design, and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

20. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer.

21. The applicant shall establish a Homeowner’s association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.

22. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper label.

VESTING TENTATIVE TRACT MAP NO. 19300

FOR CONDOMINIUM PURPOSES

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 2024-113 FILED IN BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

VESTED OWNERS:

GUARANTEE ROYALTIES INC., A CORPORATION AND LAOR LIQUIDATING ASSOCIATES, A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA

SITE ADDRESS:

440 JEFFERSON STREET
PLACENTIA, CA 92870

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 65°16'44" EAST BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUSLY OPERATING REFERENCE STATIONS "CNPP" & "SACY".

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 N.A.D. (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.99999091, (MEAN VALUE).

BENCHMARK STATEMENT:

ORANGE COUNTY BENCHMARK NO. 2C-77-69
ELEVATION: 244.367 (NAVD88)
DESCRIBED BY OCS 2003 – FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "2C-77-69",SET IN THE EASTERLY END OF A CONCRETE WINGWALL. MONUMENT IS LOCATED ALONG THEWESTERLY SIDE OF VAN BUREN STREET, 436 FT. SOUTHERLY ALONG VAN BUREN FROM THECENTERLINE OF THE ATCHINSON/TOPEKA/SANTA FE RAILWAY TO A CONCRETE BRIDGE OVER A FLOOD CHANNEL, 20.5 FT. WESTERLY OF THE CENTERLINE OF VAN BUREN AND 2 FT. WESTERLY OF THE NORTHWESTERLY CORNER OF THE BRIDGE.MONUMENT IS SET LEVEL WITH THE STREET.

FLOOD NOTE:

THE SUBJECT PROPERTY FALLS WITHIN ZONES "AE" & X PER FEMA MAP NO. 06059C0152J, A PRINTED PANEL, EFFECTIVE DECEMBER 3, 2009

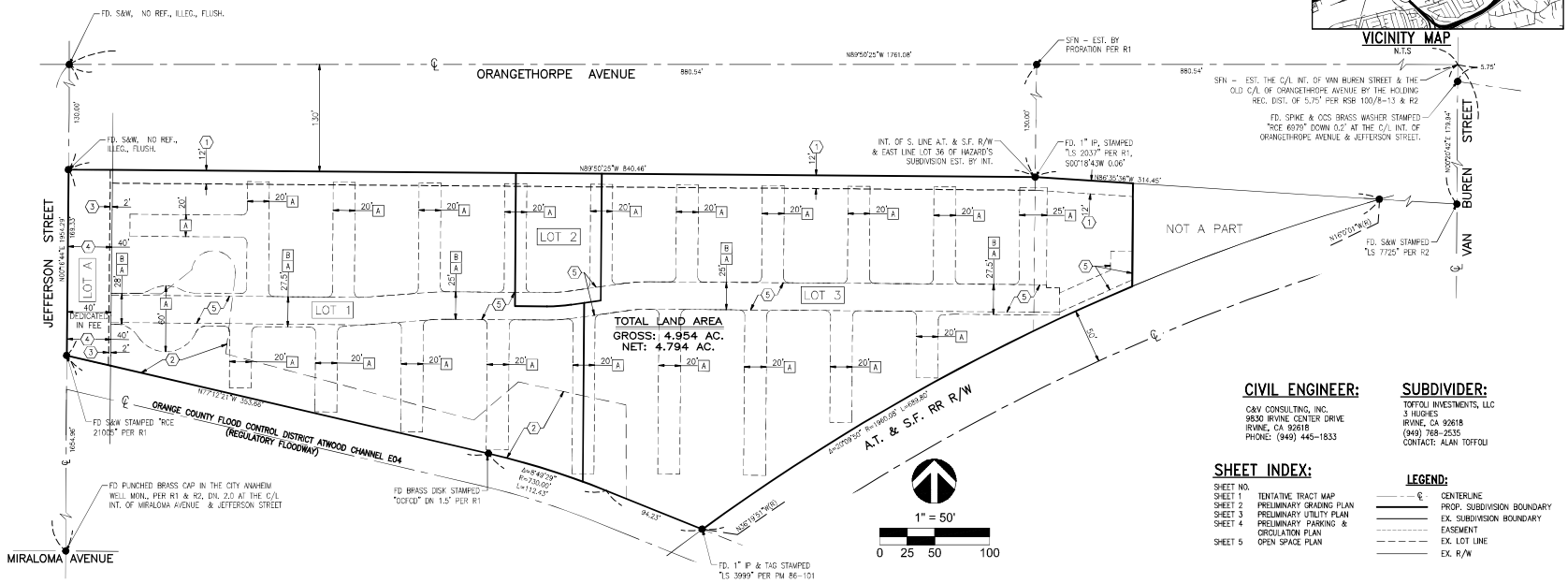
LAND USE SUMMARY:

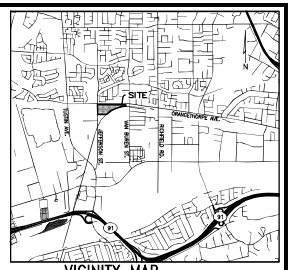
GROSS AREA: 4.954
NET AREA: 4.794
TOTAL PROPOSED LOTS: 4
TOTAL PROPOSED DWELLING UNITS: 140
- LOTS 1-3 FOR CONDOMINIUM PURPOSES
- LOT A FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES DEDICATED IN FEE TO THE CITY OF PLACENTIA

LOT AREA SUMMARY	
LOT	AREA
1	2.070 A.C.
2	0.215 A.C.
3	2.509 A.C.
A	0.160 A.C.

UTILITY PURVEYORS & SERVICES:

WATER: GOLDEN STATE WATER COMPANY	(800) 999-4033
SEWER: CITY OF PLACENTIA SEWER	(714) 993-8245
ELECTRIC: SOUTHERN CALIFORNIA EDISON CO	(800) 655-4555
GAS: SOUTHERN CALIFORNIA GAS CO	(800) 427-2200
CABLE TV.: TIME WARNER CABLE	(855) 892-2253
TELEPHONE: AT&T	(800) 288-2020
TRASH: CITY OF PLACENTIA PUBLIC WORKS	(714) 993-8245
SOLID WASTE: REPUBLIC WASTE SERVICES OF SOUTHER CALIFORNIA, LLC	(800) 700-8610





VICINITY MAP

CIVIL ENGINEER:

C&V CONSULTING, INC.
9830 IRVINE CENTER DRIVE
IRVINE, CA 92618
PHONE: (949) 445-1833

SUBDIVIDER:

TOFFOLI INVESTMENTS, LLC
3 HUGHES
IRVINE, CA 92618
(949) 768-2535
CONTACT: ALAN TOFFOLI

SHEET INDEX:

SHEET NO.	
SHEET 1	TENTATIVE TRACT MAP
SHEET 2	PRELIMINARY GRADING PLAN
SHEET 3	PRELIMINARY UTILITY PLAN
SHEET 4	PRELIMINARY PARKING & CIRCULATION PLAN
SHEET 5	OPEN SPACE PLAN

LEGEND:

- CENTERLINE
- PROP. SUBDIVISION BOUNDARY
- EX. SUBDIVISION BOUNDARY
- EASEMENT
- EX. LOT LINE
- EX. R/W

EXISTING EASEMENTS:

(#) DENOTES PLOTTED ITEM.

(1) AN EASEMENT FOR PIPE AND POLE LINES PURPOSES IN FAVOR OF STANDARD OIL COMPANY, A CORPORATION PER DOCUMENT RECORDED NOVEMBER 3, 1919 IN BOOK 345, PAGE 72 OF DEEDS.

(2) AN EASEMENT FOR NON-EXCLUSIVE INGRESS AND EGRESS ROADS AND UNDERGROUND UTILITIES PIPELINES PURPOSES EASEMENT IN FAVOR OF GREKA OIL & GAS, INC, A COLORADO CORPORATION PER DOCUMENT RECORDED MARCH 26, 2009 AS INSTRUMENT NO. 2009000143928 OF OFFICIAL RECORDS. (A PORTION OF SAID EASEMENT DESCRIBED AS A 50-FOOT RADIUS CIRCLE IS INDETERMINATE FROM LOCATION)

(3) AN EASEMENT FOR TREE WELL PLANTING AND IRRIGATION PURPOSES IN FAVOR OF THE CITY OF PLACENTIA PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84-179403 OF OFFICIAL RECORDS.

(4) AN EASEMENT FOR PUBLIC ROADWAY AND UTILITY PURPOSES IN FAVOR OF THE CITY OF PLACENTIA PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84-179404 OF OFFICIAL RECORDS. ACCESS RIGHTS TO JEFFERSON STREET HAVE BEEN RELINQUISHED EXCEPT AT APPROVED LOCATIONS PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84-179405 OF OFFICIAL RECORDS.

(5) AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED PER PARCEL MAP NO. 2024-113

PROPOSED EASEMENTS:

[A] INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED TO THE CITY OF PLACENTIA

[B] INDICATES AN EASEMENT FOR DOMESTIC WATER PURPOSES DEDICATED TO GOLDEN STATE WATER COMPANY

NOTE:

1) PURSUANT TO SUBDIVISION MAP ACT SECTION 66456.1(a), MULTIPLE FINAL MAPS MAY BE FILED ON THIS TENTATIVE MAP.

SURVEYOR'S STATEMENT:

THE SURVEY ON WHICH THIS VESTING TENTATIVE MAP IS BASED WAS DONE BY ME, OR UNDER MY DIRECTION. FIELDWORK WAS COMPLETED ON FEBRUARY 7, 2023.

DANE P. MCDOUGALL, L.S. 9297

PROFESSIONAL LAND SURVEYOR DANE P. MCDOUGALL L.S. 9297 STATE OF CALIFORNIA

ENGINEER'S STATEMENT:

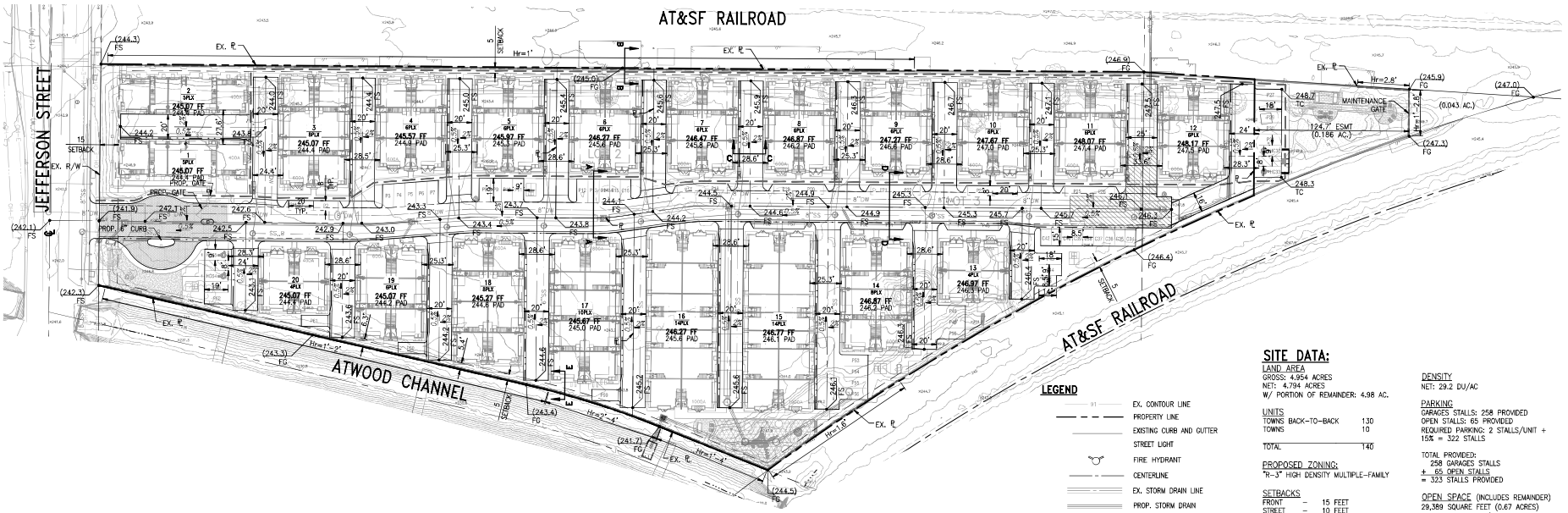
THIS VESTING TENTATIVE MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION ON OCTOBER 29, 2024.

DANE P. MCDOUGALL, R.C.E. 80705

PREPARED BY:	PREPARED FOR:	
REGISTERED PROFESSIONAL ENGINEER DANE P. MCDOUGALL C 80705 CIVIL STATE OF CALIFORNIA C&V CONSULTING, INC. CIVIL ENGINEERING LAND PLANNING & SURVEYING 9830 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 (949) 910-3930 INFO@CVCINC.NET WWW.CVCINC.NET	TOFFOLI INVESTMENTS, LLC 3 HUGHES IRVINE, CA 92618 (949) 768-2535	CITY OF PLACENTIA DEPARTMENT OF PLANNING AND DEVELOPMENT VESTING TENTATIVE TRACT MAP NO. 19300 VESTING TENTATIVE TRACT MAP 440 JEFFERSON STREET PLACENTIA, CALIFORNIA 92870

PROJECT NO. TOFF-006
SHEET 1 OF 5

1060



LEGEND

- EX. CONTOUR LINE
- PROPERTY LINE
- EXISTING CURB AND GUTTER
- STREET LIGHT
- FIRE HYDRANT
- CENTERLINE
- EX. STORM DRAIN LINE
- PROP. STORM DRAIN
- JUNCTION STRUCTURE
- MANHOLE
- CLEANOUT
- INLET
- PROP. CONTOUR LINE

EARTHWORK QUANTITIES:

RAW CUT:	4,965 CY
RAW FILL:	9,020 CY
NET (FILL):	4,055 CY

NOTE: QUANTITY DOES NOT INCLUDE UTILITY AND FOUNDATIONS SPOILS.

SITE DATA:

LAND AREA
GROSS: 4.954 ACRES
NET: 4.794 ACRES
W/ PORTION OF REMAINDER: 4.98 AC.

UNITS

TOWNS BACK-TO-BACK	130
TOWNS	10
TOTAL	140

PROPOSED ZONING:
"R-3" HIGH DENSITY MULTIPLE-FAMILY

SETBACKS

FRONT	–	15 FEET
STREET	–	10 FEET
SIDE	–	5 FEET
REAR	–	10 FEET

HEIGHT: 35' MAX – PROPOSED 35'-2"

MINIMUM DISTANCE BETWEEN BUILDINGS:
20' MIN. DOUBLE ACCESS
12' MIN. SINGLE ACCESS
10' MIN. BETWEEN ALL OTHER BUILDINGS

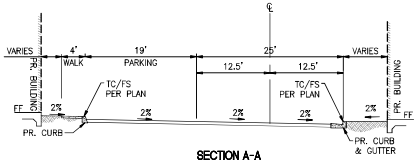
DENSITY
NET: 29.2 DU/AC

PARKING
GARAGES STALLS: 258 PROVIDED
OPEN STALLS: 65 PROVIDED
REQUIRED PARKING: 2 STALLS/UNIT + 15% = 322 STALLS

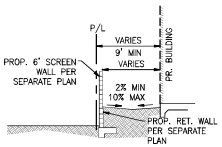
TOTAL PROVIDED:
258 GARAGES STALLS
+ 65 OPEN STALLS
= 323 STALLS PROVIDED

OPEN SPACE (INCLUDES REMAINDER)
29,389 SQUARE FEET (0.67 ACRES)
REQUIRED: 200 S.F./UNIT = 28,000 S.F. OR 0.64 ACRES

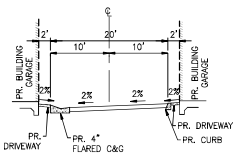
LOT COVERAGE
81,039 SQUARE FEET (1.86 ACRES)
38.8% LOT COVERAGE PROVIDED
REQUIRED: 60% MAX. = 125,296 S.F. OR 2.88 ACRES



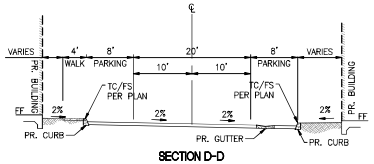
SECTION A-A
25' PRIVATE DRIVE
NOT TO SCALE



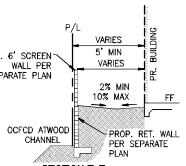
SECTION B-B
NORTH PROPERTY LINE:
RETAINING WALL CONDITION
NOT TO SCALE



SECTION C-C
20' COURT
NOT TO SCALE



SECTION D-D
20' PRIVATE DRIVE
NOT TO SCALE



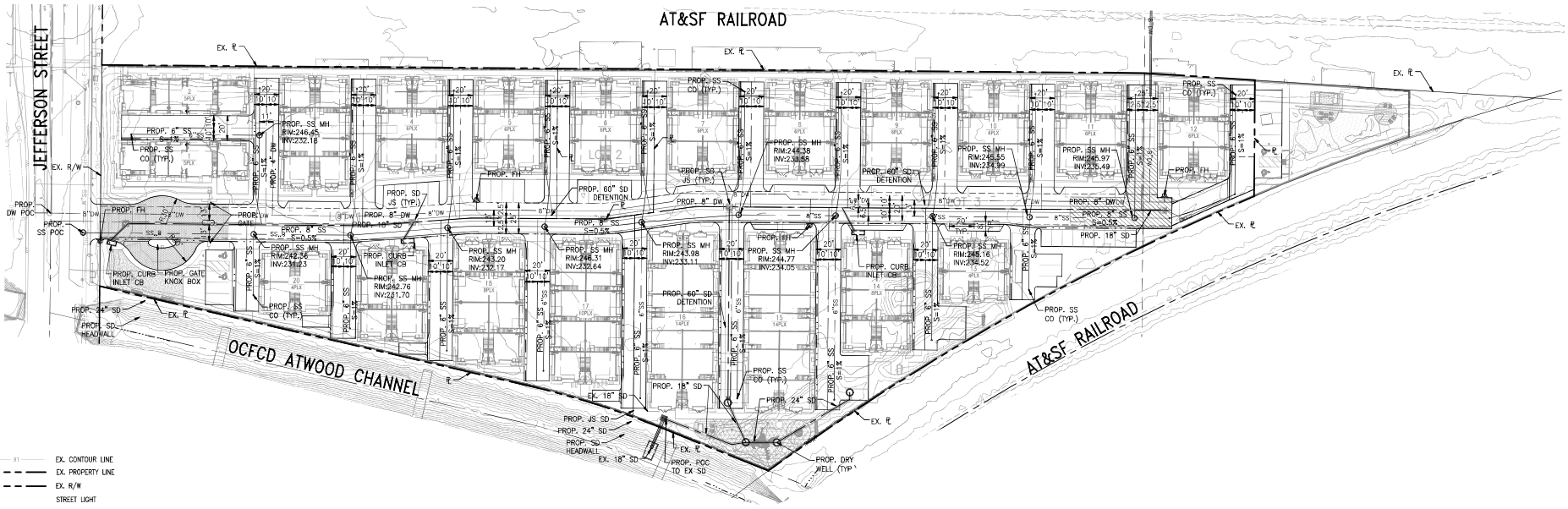
SECTION E-E
SOUTHERN PROPERTY LINE
NOT TO SCALE

1" = 40'
0 20 40 80

PREPARED BY:	PREPARED FOR:		
REGISTERED PROFESSIONAL ENGINEER DANIEL P. MCDOUGALL C 80705 CIVIL STATE OF CALIFORNIA C&V CONSULTING, INC. CIVIL ENGINEERING LAND PLANNING & SURVEYING 2630 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 (949) 910-3930 INFO@CVCINC.NET WWW.CVCINC.NET	TOFFOLI INVESTMENTS, LLC 3 HUGHES IRVINE, CA 92618 (949) 768-2535	CITY OF PLACENTIA DEPARTMENT OF PLANNING AND DEVELOPMENT VESTING TENTATIVE TRACT MAP NO. 19300 PRELIMINARY GRADING PLAN 440 JEFFERSON STREET PLACENTIA, CALIFORNIA 92870	PROJECT NO. TOFF-006 SHEET 2 OF 5

DATE 10/23/24

1061



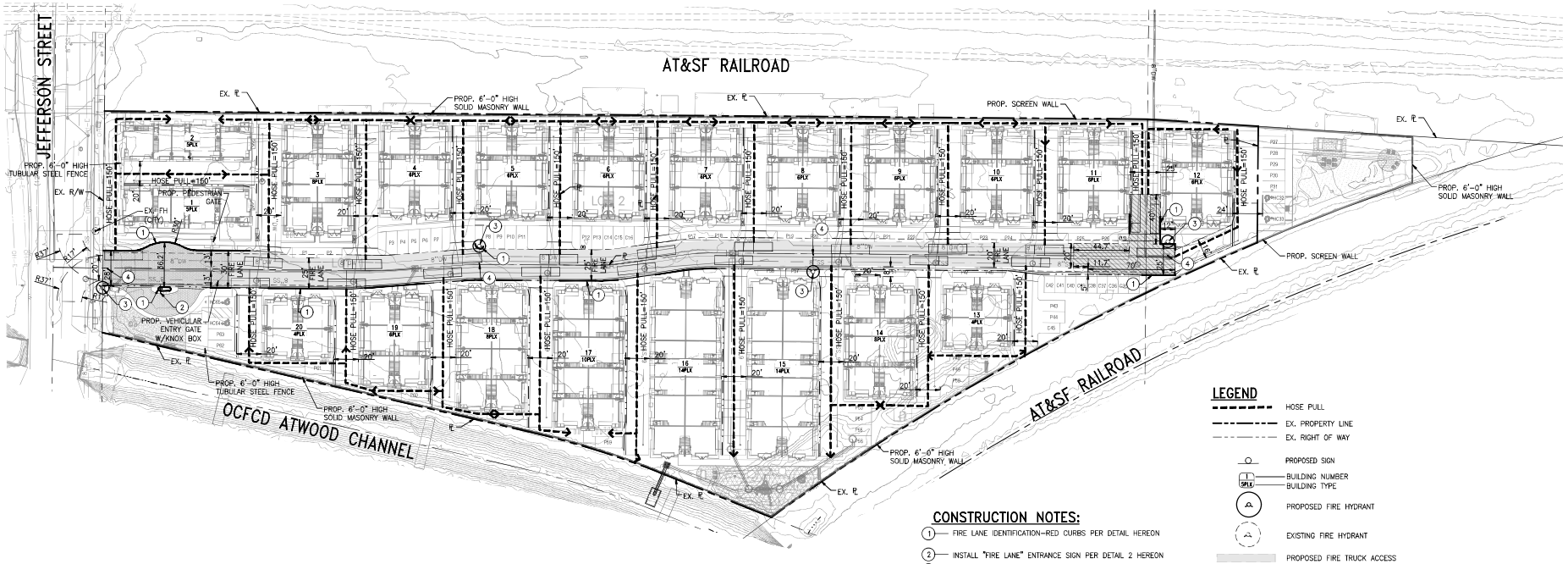
LEGEND

- EX. CONTOUR LINE
- EX. PROPERTY LINE
- EX. R/W
- STREET LIGHT
- FIRE HYDRANT
- CENTERLINE
- EX. STORM DRAIN LINE
- PROP. STORM DRAIN
- JUNCTION STRUCTURE
- MANHOLE
- CLEANOUT
- INLET
- PROP. CONTOUR LINE

1" = 40'

0 20 40 80

PREPARED BY:	PREPARED FOR:		PROJECT NO.
REGISTERED PROFESSIONAL ENGINEER DAVID P. McDONALD C 80705 CIVIL STATE OF CALIFORNIA C&V CONSULTING, INC. CIVIL ENGINEERING LAND PLANNING & SURVEYING 2630 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 (949) 910-3930 INFO@CVCINC.NET WWW.CVCINC.NET	TOFFOLI INVESTMENTS, LLC 3 HUGHES IRVINE, CA 92618 (949) 768-2535	**CITY OF PLACENTIA** DEPARTMENT OF PLANNING AND DEVELOPMENT **VESTING TENTATIVE TRACT MAP NO. 19300** **PRELIMINARY UTILITY PLAN** 440 JEFFERSON STREET PLACENTIA, CALIFORNIA 92870	TOFF-006 SHEET 3 OF 5



CONSTRUCTION NOTES:

1. FIRE LANE IDENTIFICATION–RED CURBS PER DETAIL HEREON
2. INSTALL "FIRE LANE" ENTRANCE SIGN PER DETAIL 2 HEREON
3. PROPOSED PRIVATE FIRE HYDRANT LOCATION
4. PROPOSED REFLECTIVE FIRE HYDRANT MARKER

LEGEND

- HOSE PULL
- EX. PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED SIGN
- BUILDING NUMBER / BUILDING TYPE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE TRUCK ACCESS
- TURNING RADIUS
- HAMMERHEAD TURNAROUND

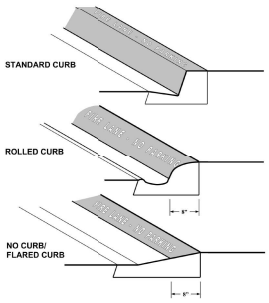
ABBREVIATIONS

FH	FIRE HYDRANT
PROP.	PROPOSED
EX.	EXISTING
PL	PROPERTY LINE
R/W	RIGHT OF WAY
TYP.	TYPICAL

1" = 40'

0 20 40 80

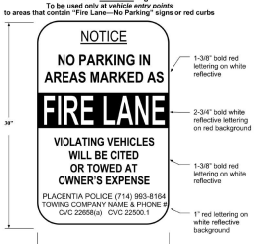
Fire Lane Identification – Red Curbs



1. CURBS SHALL BE PAINTED RED
2. "FIRE LANE – NO PARKING" SHALL BE PAINTED ON TOP OF CURB IN 3" WHITE LETTERING AT A SPACING OF 30' ON CENTER OR PORTION THEREOF.

1 RED CURB PAVEMENT MARKING
NOT TO SCALE

Specifications for
Fire Lane Entrance Signs
To be used only at vehicle entry points
to areas that contain "Fire Lane--No Parking" signs or red curbs



All sign and lettering dimensions shown are minimums. "Arial Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

This sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane "No Parking" signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per Attachments 13 and 14.

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code.

2 FIRE LANE ENTRANCE SIGN DETAIL
NOT TO SCALE

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER — DAVID P. McDOUGALL — C 80705 — CIVIL — STATE OF CALIFORNIA
C&V CONSULTING, INC. CIVIL ENGINEERING LAND PLANNING & SURVEYING
2630 IRVINE CENTER DRIVE
IRVINE, CALIFORNIA 92618
(949) 910-3930
INFO@CVCINC.NET
WWW.CVCINC.NET

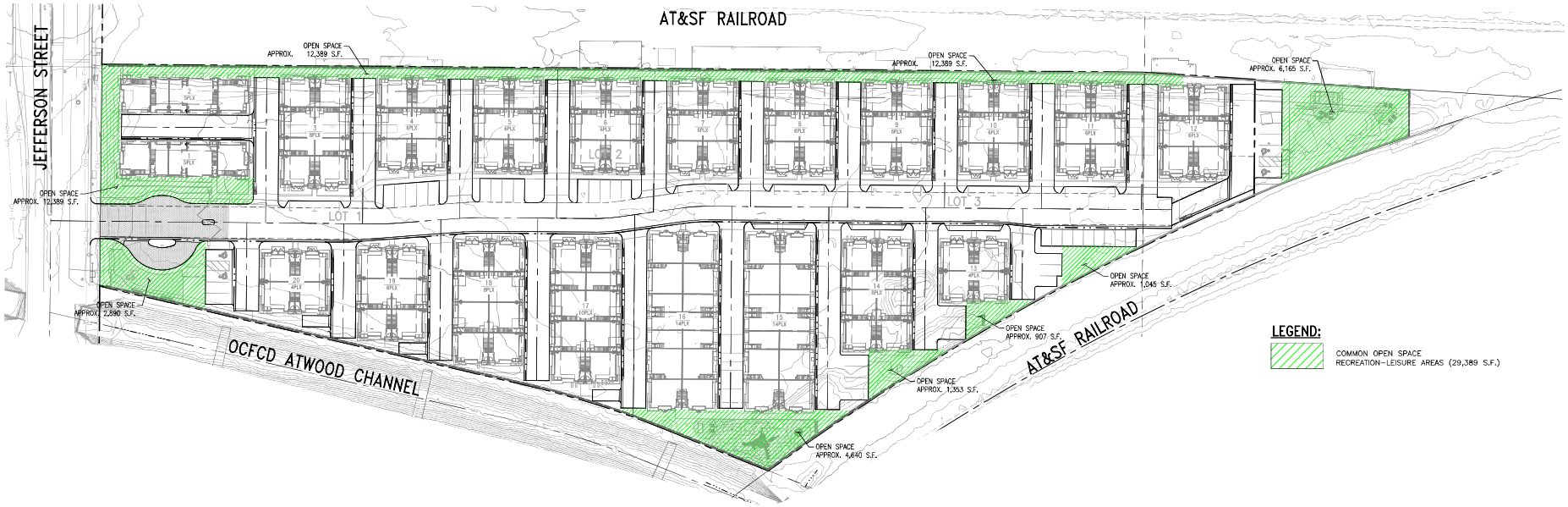
PREPARED FOR:

TOFFOLI INVESTMENTS, LLC
3 HUGHES
IRVINE, CA 92618
(949) 768-2535

CITY OF PLACENTIA
DEPARTMENT OF PLANNING AND DEVELOPMENT

VESTING TENTATIVE TRACT MAP NO. 19300
PRELIMINARY FIRE ACCESS & FIRE HYDRANT LOCATION PLAN
440 JEFFERSON STREET
PLACENTIA, CALIFORNIA 92870

PROJECT NO. TOFF-006
SHEET 4 OF 5



1" = 40'

0 20 40 80

PREPARED BY:	PREPARED FOR:		
REGISTERED PROFESSIONAL ENGINEER DANIEL P. McDONALD C 80705 CIVIL STATE OF CALIFORNIA C&V CONSULTING, INC. CIVIL ENGINEERING LAND PLANNING & SURVEYING 2630 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 (949) 910-3930 INFO@CVCINC.NET WWW.CVCINC.NET	TOFFOLI INVESTMENTS, LLC 3 HUGHES IRVINE, CA 92618 (949) 768-2535	CITY OF PLACENTIA DEPARTMENT OF PLANNING AND DEVELOPMENT VESTING TENTATIVE TRACT MAP NO. 19300 OPEN SPACE PLAN 440 JEFFERSON STREET PLACENTIA, CALIFORNIA 92870	PROJECT NO. TOFF-006 SHEET 5 OF 5

VESTING TENTATIVE TRACT MAP NO. 19300

FOR CONDOMINIUM PURPOSES

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3 AND 4 OF PARCEL MAP NO. 2024–113 FILED IN BOOK ___, PAGES ___ THROUGH ___, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

VESTED OWNERS:

GUARANTEE ROYALTIES INC., A CORPORATION AND LAOR LIQUIDATING ASSOCIATES, A LIMITED PARTNERSHIP ORGANIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA

SITE ADDRESS:

440 JEFFERSON STREET
PLACENTIA, CA 92870

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 65°16'44" EAST BETWEEN CALIFORNIA SPATIAL REFERENCE CENTER CONTINUOUSLY OPERATING REFERENCE STATIONS "CNPP" & "SACY".

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 N.A.D. (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.99999091, (MEAN VALUE).

BENCHMARK STATEMENT:

ORANGE COUNTY BENCHMARK NO. 2C–77–69
ELEVATION: 244.367 (NAVD88)
DESCRIBED BY OCS 2003 – FOUND 3 3/4" OCS
ALUMINUM BENCHMARK DISK STAMPED "2C–77–69",SET IN THE EASTERLY END OF A CONCRETE WINGWALL. MONUMENT IS LOCATED ALONG THEWESTERLY SIDE OF VAN BUREN STREET, 436 FT. SOUTHERLY ALONG VAN BUREN FROM THECENTERLINE OF THE ATCHINSON/TOPEKA/SANTA FE RAILWAY TO A CONCRETE BRIDGE OVER A FLOOD CHANNEL, 20.5 FT. WESTERLY OF THE CENTERLINE OF VAN BUREN AND 2 FT. WESTERLY OF THE NORTHWESTERLY CORNER OF THE BRIDGE.MONUMENT IS SET LEVEL WITH THE STREET.

FLOOD NOTE:

THE SUBJECT PROPERTY FALLS WITHIN ZONES "AE" & X PER FEMA MAP NO. 06059C0152J, A PRINTED PANEL, EFFECTIVE DECEMBER 3, 2009

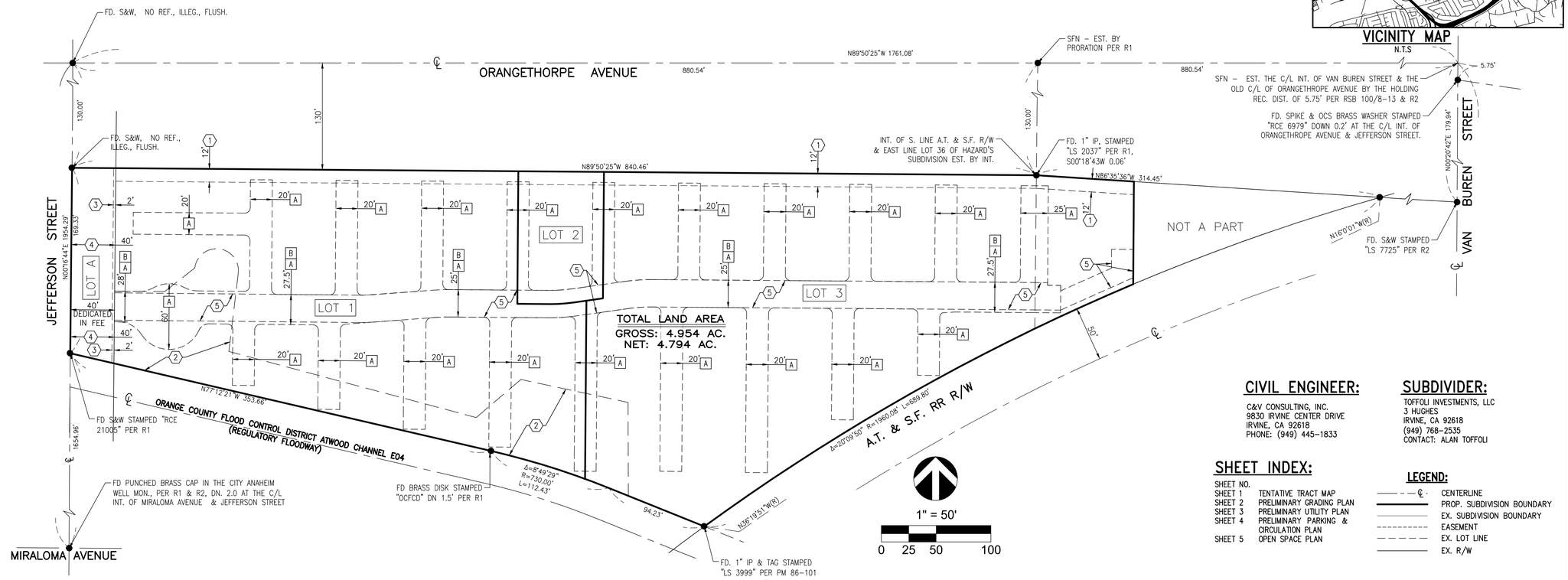
LAND USE SUMMARY:

GROSS AREA: 4.954
NET AREA: 4.794
TOTAL PROPOSED LOTS: 4
TOTAL PROPOSED DWELLING UNITS: 140
– LOTS 1–3 FOR CONDOMINIUM PURPOSES
– LOT A FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES DEDICATED IN FEE TO THE CITY OF PLACENTIA

LOT AREA SUMMARY	
LOT	AREA
1	2.070 A.C.
2	0.215 A.C.
3	2.509 A.C.
A	0.160 A.C.

UTILITY PURVEYORS & SERVICES:

WATER:	GOLDEN STATE WATER COMPANY	(800) 999–4033
SEWER:	CITY OF PLACENTIA SEWER	(714) 993–8245
ELECTRIC:	SOUTHERN CALIFORNIA EDISON CO	(800) 655–4555
GAS:	SOUTHERN CALIFORNIA GAS CO	(800) 427–2200
CABLE T.V.:	TIME WARNER CABLE	(855) 892–2253
TELEPHONE:	AT&T	(800) 288–2020
TRASH:	CITY OF PLACENTIA PUBLIC WORKS	(714) 993–8245
SOLID WASTE:	REPUBLIC WASTE SERVICES OF SOUTHER CALIFORNIA, LLC	(800) 700–8610





VICINITY MAP
N.T.S

CIVIL ENGINEER:

C&V CONSULTING, INC.
9830 IRVINE CENTER DRIVE
IRVINE, CA 92618
PHONE: (949) 445–1833

SUBDIVIDER:

TOFFOLI INVESTMENTS, LLC
3 HUGHES
IRVINE, CA 92618
(949) 768–2535
CONTACT: ALAN TOFFOLI

SHEET INDEX:

SHEET NO.	
SHEET 1	TENTATIVE TRACT MAP
SHEET 2	PRELIMINARY GRADING PLAN
SHEET 3	PRELIMINARY UTILITY PLAN
SHEET 4	PRELIMINARY PARKING & CIRCULATION PLAN
SHEET 5	OPEN SPACE PLAN

LEGEND:

- ℄ CENTERLINE
- PROP. SUBDIVISION BOUNDARY
- EX. SUBDIVISION BOUNDARY
- EASEMENT
- EX. LOT LINE
- EX. R/W

EXISTING EASEMENTS:

(#) DENOTES PLOTTED ITEM.

(1) AN EASEMENT FOR PIPE AND POLE LINES PURPOSES IN FAVOR OF STANDARD OIL COMPANY, A CORPORATION PER DOCUMENT RECORDED NOVEMBER 3, 1919 IN BOOK 345, PAGE 72 OF DEEDS.

(2) AN EASEMENT FOR NON–EXCLUSIVE INGRESS AND EGRESS ROADS AND UNDERGROUND UTILITIES PIPELINES PURPOSES EASEMENT IN FAVOR OF GREKA OIL & GAS, INC, A COLORADO CORPORATION PER DOCUMENT RECORDED MARCH 26, 2009 AS INSTRUMENT NO. 2009000143928 OF OFFICIAL RECORDS. (A PORTION OF SAID EASEMENT DESCRIBED AS A 50–FOOT RADIUS CIRCLE IS INDETERMINATE FROM LOCATION)

(3) AN EASEMENT FOR TREE WELL PLANTING AND IRRIGATION PURPOSES IN FAVOR OF THE CITY OF PLACENTIA PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84–179403 OF OFFICIAL RECORDS.

(4) AN EASEMENT FOR PUBLIC ROADWAY AND UTILITY PURPOSES IN FAVOR OF THE CITY OF PLACENTIA PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84–179404 OF OFFICIAL RECORDS. ACCESS RIGHTS TO JEFFERSON STREET HAVE BEEN RELINQUISHED EXCEPT AT APPROVED LOCATIONS PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84–179405 OF OFFICIAL RECORDS.

(5) AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED PER PARCEL MAP NO. 2024–113

PROPOSED EASEMENTS:

[A] INDICATES AN EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED TO THE CITY OF PLACENTIA

[B] INDICATES AN EASEMENT FOR DOMESTIC WATER PURPOSES DEDICATED TO GOLDEN STATE WATER COMPANY

NOTE:

1) PURSUANT TO SUBDIVISION MAP ACT SECTION 66456.1(a), MULTIPLE FINAL MAPS MAY BE FILED ON THIS TENTATIVE MAP.

SURVEYOR'S STATEMENT:

THE SURVEY ON WHICH THIS VESTING TENTATIVE MAP IS BASED WAS DONE BY ME, OR UNDER MY DIRECTION. FIELDWORK WAS COMPLETED ON FEBRUARY 7, 2023.

PROFESSIONAL LAND SURVEYOR DANE P. MCDOUGALL L.S. 9297 STATE OF CALIFORNIA

DANE P. MCDOUGALL, L.S. 9297

ENGINEER'S STATEMENT:

THIS VESTING TENTATIVE MAP WAS PREPARED BY ME, OR UNDER MY DIRECTION ON OCTOBER 29, 2024.

DANE P. MCDOUGALL, R.C.E. 80705

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER DANE P. MCDOUGALL C 80705 CIVIL STATE OF CALIFORNIA

C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING

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IRVINE, CALIFORNIA 92618
(949) 916–3800
INFO@CVC-INC.NET
WWW.CVC-INC.NET

PREPARED FOR:

TOFFOLI INVESTMENTS, LLC
3 HUGHES
IRVINE, CA 92618
(949) 768–2535

CITY OF PLACENTIA
DEPARTMENT OF PLANNING AND DEVELOPMENT

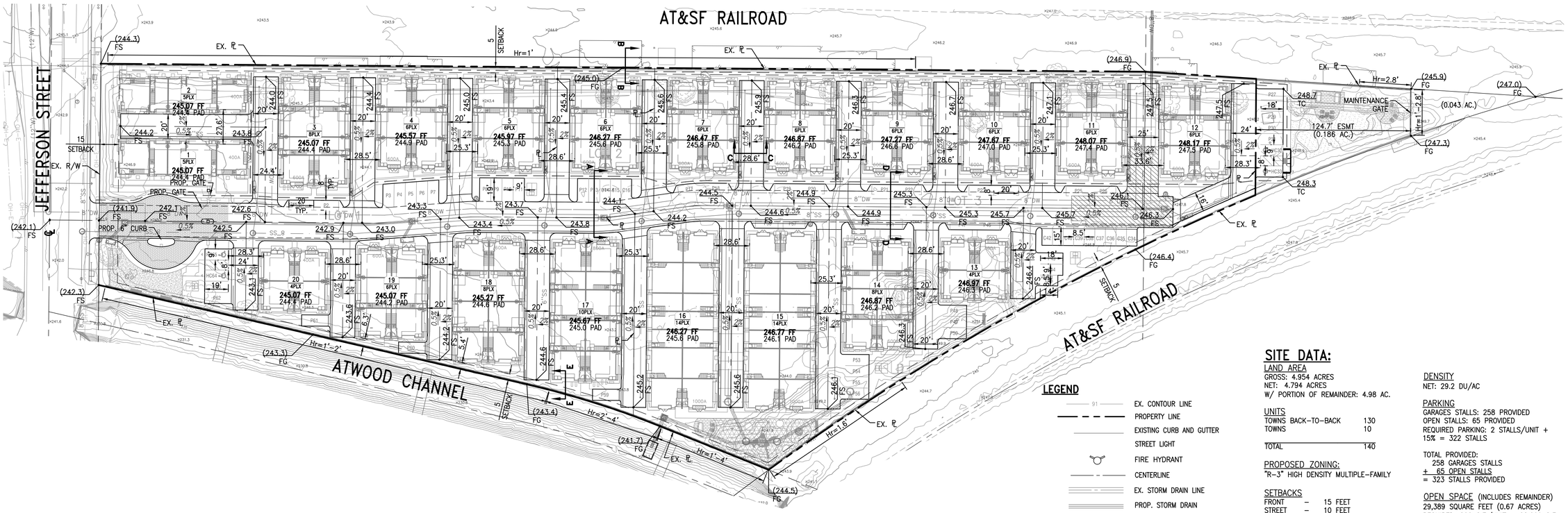
VESTING TENTATIVE TRACT MAP NO. 19300
VESTING TENTATIVE TRACT MAP
440 JEFFERSON STREET
PLACENTIA, CALIFORNIA 92870

PROJECT NO. TOFF-006

SHEET 1 OF 5

PLAN SET: PDSD
DATE: 10/29/24

P:\TOFF-006\DWG\SHEETS\VTM\VTM-PP-01-VTM.DWG
BY: MIGEL CISNEROS



LEGEND

- EX. CONTOUR LINE
- PROPERTY LINE
- EXISTING CURB AND GUTTER
- STREET LIGHT
- FIRE HYDRANT
- CENTERLINE
- EX. STORM DRAIN LINE
- PROP. STORM DRAIN
- JUNCTION STRUCTURE
- MANHOLE
- CLEANOUT
- INLET
- PROP. CONTOUR LINE

EARTHWORK QUANTITIES:

RAW CUT:	4,965 CY
RAW FILL:	9,020 CY
NET (FILL):	4,055 CY

NOTE: QUANTITY DOES NOT INCLUDE UTILITY AND FOUNDATIONS SPOILS.

SITE DATA:

LAND AREA
GROSS: 4.954 ACRES
NET: 4.794 ACRES
W/ PORTION OF REMAINDER: 4.98 AC.

UNITS

TOWNS BACK-TO-BACK	130
TOWNS	10
TOTAL	140

PROPOSED ZONING:
"R-3" HIGH DENSITY MULTIPLE-FAMILY

SETBACKS

FRONT	–	15 FEET
STREET	–	10 FEET
SIDE	–	5 FEET
REAR	–	10 FEET

HEIGHT: 35' MAX – PROPOSED 35'-2"

MINIMUM DISTANCE BETWEEN BUILDINGS:
20' MIN. DOUBLE ACCESS
12' MIN. SINGLE ACCESS
10' MIN. BETWEEN ALL OTHER BUILDINGS

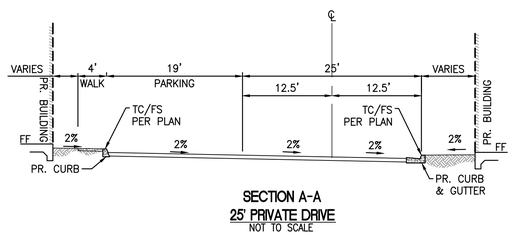
DENSITY
NET: 29.2 DU/AC

PARKING
GARAGES STALLS: 258 PROVIDED
OPEN STALLS: 65 PROVIDED
REQUIRED PARKING: 2 STALLS/UNIT + 15% = 322 STALLS

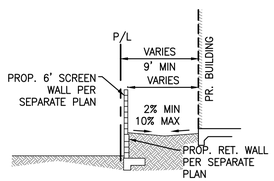
TOTAL PROVIDED:
258 GARAGES STALLS
+ 65 OPEN STALLS
= 323 STALLS PROVIDED

OPEN SPACE (INCLUDES REMAINDER)
29,389 SQUARE FEET (0.67 ACRES)
REQUIRED: 200 S.F./UNIT = 28,000 S.F.
OR 0.64 ACRES

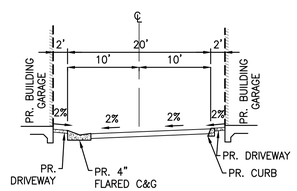
LOT COVERAGE
81,039 SQUARE FEET (1.86 ACRES)
38.8% LOT COVERAGE PROVIDED
REQUIRED: 60% MAX. = 125,296 S.F.
OR 2.88 ACRES



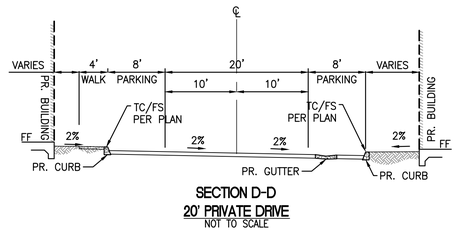
SECTION A-A
25' PRIVATE DRIVE
NOT TO SCALE



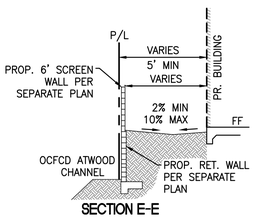
SECTION B-B
NORTH PROPERTY LINE:
RETAINING WALL CONDITION
NOT TO SCALE



SECTION C-C
20' COURT
NOT TO SCALE



SECTION D-D
20' PRIVATE DRIVE
NOT TO SCALE



SECTION E-E
SOUTHERN PROPERTY LINE
NOT TO SCALE

1" = 40'

0 20 40 80

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER
DANE P. McDOUGALL
C 80705
CIVIL
STATE OF CALIFORNIA

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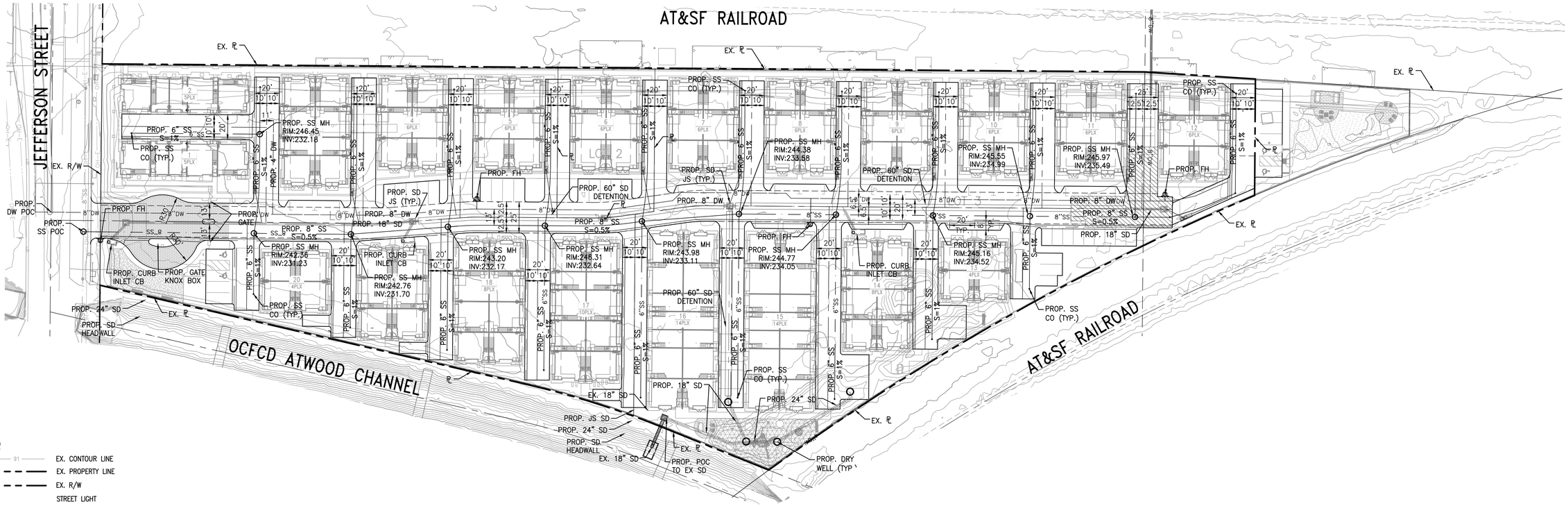
CITY OF PLACENTIA
DEPARTMENT OF PLANNING AND DEVELOPMENT

VESTING TENTATIVE TRACT MAP NO. 19300
PRELIMINARY GRADING PLAN
440 JEFFERSON STREET
PLACENTIA, CALIFORNIA 92870

PROJECT NO.
TOFF-006

SHEET 2 OF 5

PLAN SET: PD22
DATE: 10/29/24
P:\TOFF-006\DWG\SHEETS\VTM\VTM-PR-02-GRDNG
BY: ANGEL EDWARD



LEGEND

- EX. CONTOUR LINE
- EX. PROPERTY LINE
- EX. R/W
- STREET LIGHT
- FIRE HYDRANT
- CENTERLINE
- EX. STORM DRAIN LINE
- PROP. STORM DRAIN
- JUNCTION STRUCTURE
- MANHOLE
- CLEANOUT
- INLET
- PROP. CONTOUR LINE

1" = 40'

0 20 40 80

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER DANE P. McDOUGALL C 80705 CIVIL STATE OF CALIFORNIA

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CITY OF PLACENTIA
DEPARTMENT OF PLANNING AND DEVELOPMENT

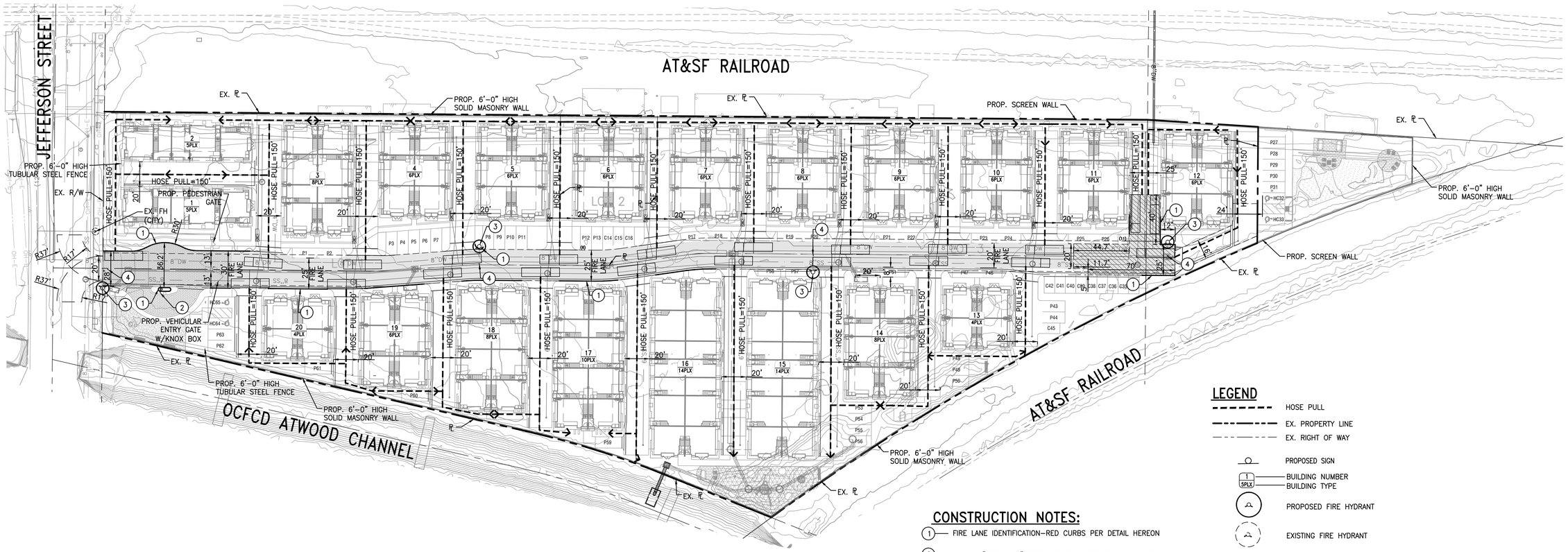
PROJECT NO. TOFF-006

VESTING TENTATIVE TRACT MAP NO. 19300
PRELIMINARY UTILITY PLAN
440 JEFFERSON STREET
PLACENTIA, CALIFORNIA 92870

SHEET 3 OF 5

PLAN SET: PDSD
DATE: 10/29/24

P:\TOFF-006\DWG\SHEETS\VTM-PP-S3-UTIL.DWG
BY: MIGEL CISNEROS



CONSTRUCTION NOTES:

1. FIRE LANE IDENTIFICATION–RED CURBS PER DETAIL HEREON
2. INSTALL "FIRE LANE" ENTRANCE SIGN PER DETAIL 2 HEREON
3. PROPOSED PRIVATE FIRE HYDRANT LOCATION
4. PROPOSED REFLECTIVE FIRE HYDRANT MARKER

LEGEND

- HOSE PULL
- EX. PROPERTY LINE
- EX. RIGHT OF WAY
- PROPOSED SIGN
- BUILDING NUMBER / BUILDING TYPE
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE TRUCK ACCESS
- TURNING RADIUS (R37', R17')
- HAMMERHEAD TURNAROUND

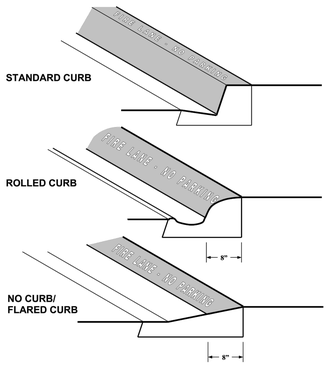
ABBREVIATIONS

FH	FIRE HYDRANT
PROP.	PROPOSED
EX.	EXISTING
PL	PROPERTY LINE
R/W	RIGHT OF WAY
TYP.	TYPICAL

1" = 40'

0 20 40 80

Fire Lane Identification – Red Curbs



1. CURBS SHALL BE PAINTED RED
2. "FIRE LANE – NO PARKING" SHALL BE PAINTED ON TOP OF CURB IN 3" WHITE LETTERING AT A SPACING OF 30' ON CENTER OR PORTION THEREOF.

1 RED CURB PAVEMENT MARKING
NOT TO SCALE

Specifications for Fire Lane Entrance Signs
To be used only at *vehicle entry points* to areas that contain "Fire Lane—No Parking" signs or red curbs



All sign and lettering dimensions shown are minimums. "Arial Narrow" font used is used in sample above though other legible sans-serif fonts may be acceptable.

This sign shall be posted at all vehicle entrances to areas marked with either red curbs or fire lane "No Parking" signs. Signs shall be securely mounted facing the direction of travel and clearly visible to oncoming traffic entering the designated area. Signs shall be made of durable material and installed per Attachments 13 and 14.

Towing company contact information is required for all properties with a standing written agreement for services with a towing company per the California Vehicle Code.

9/23

2 FIRE LANE ENTRANCE SIGN DETAIL
NOT TO SCALE

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER · DANE P. McDOUGALL · C 80705 · CIVIL · STATE OF CALIFORNIA

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CIVIL ENGINEERING
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(949) 768-2535

CITY OF PLACENTIA
DEPARTMENT OF PLANNING AND DEVELOPMENT

PROJECT NO. TOFF-006

VESTING TENTATIVE TRACT MAP NO. 19300

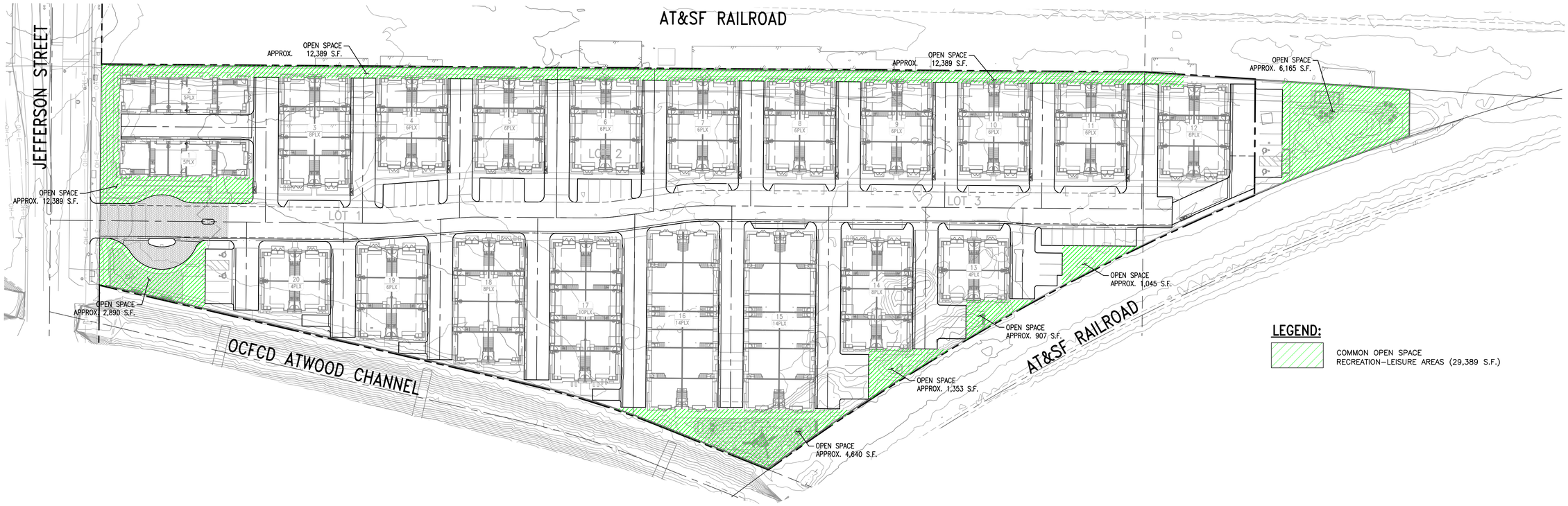
PRELIMINARY FIRE ACCESS & FIRE HYDRANT LOCATION PLAN

440 JEFFERSON STREET
PLACENTIA, CALIFORNIA 92870

SHEET 4 OF 5

PLAN SET: PDSD
DATE: 10/29/24

P:\TOFF-006\DWG\SHEETS\VTM-FF-04.DWG
BY: MIZEL CD:MIZEL



1" = 40'

0 20 40 80

PREPARED BY:

REGISTERED PROFESSIONAL ENGINEER DANE P. MCDOUGALL C 80705 CIVIL STATE OF CALIFORNIA

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CITY OF PLACENTIA
DEPARTMENT OF PLANNING AND DEVELOPMENT

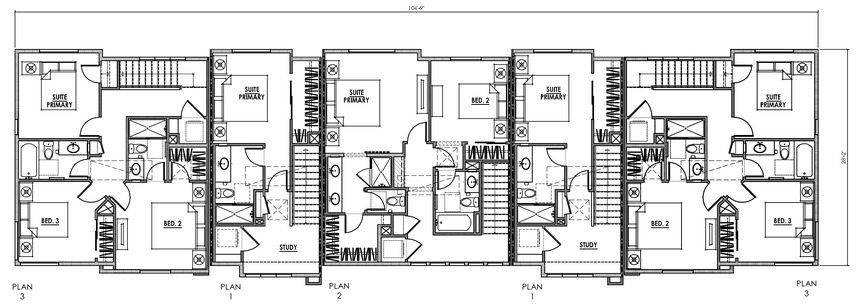
PROJECT NO. TOFF-006

VESTING TENTATIVE TRACT MAP NO. 19300
OPEN SPACE PLAN
440 JEFFERSON STREET
PLACENTIA, CALIFORNIA 92870

SHEET 5 OF 5

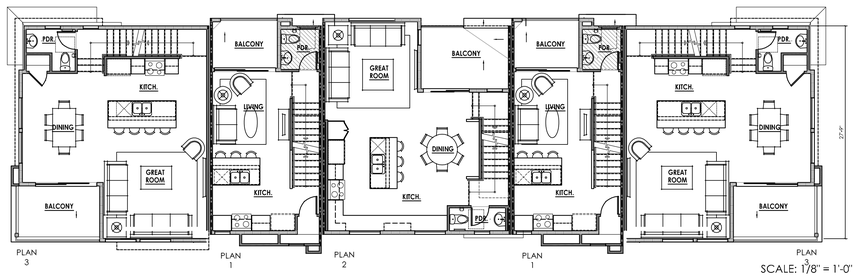
PLAN SET: PSD2
DATE: 10/29/24

J:\TOFF-006\DWG\SHEETS\VTM\VTM-PS-05-OS.DWG
BY: ANGEL ESTAVIO



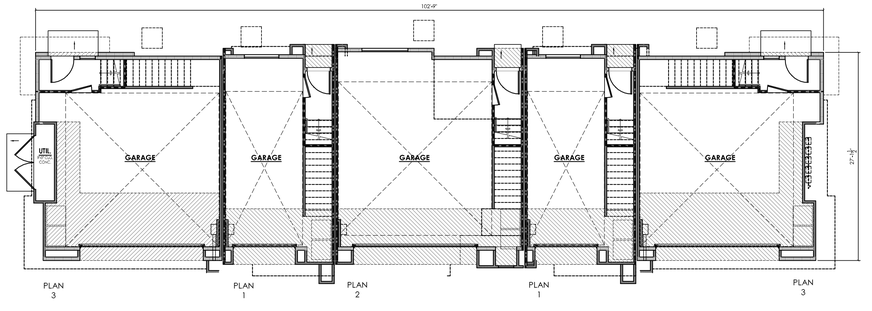
SCALE: 1/8" = 1'-0"

THIRD FLOOR



SCALE: 1/8" = 1'-0"

SECOND FLOOR



SCALE: 1/8" = 1'-0"

FIRST FLOOR

CONCEPT FLOOR PLANS

BUILDING 1 & 2

09.27.2024

JEFFERSON | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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0' 8' 16'

SCALE: 1/8" = 1'

woodley architectural group,inc
colorado // 731 southpark dr. suite 8
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919



09.27.2024

CONCEPTUAL FRONT ELEVATION | BUILDINGS 1&2

JEFFERSON | TOWNHOMES | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

TOFF2006

woodley architectural group,inc
colorado // 731 southpark dr. suite B
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919

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09.27.2024

CONCEPTUAL REAR ELEVATION | BUILDINGS 1&2

JEFFERSON | TOWNHOMES | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

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TOFF2006

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california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919



RIGHT ELEVATION



LEFT ELEVATION

09.27.2024

CONCEPTUAL ELEVATIONS | BUILDINGS 1&2

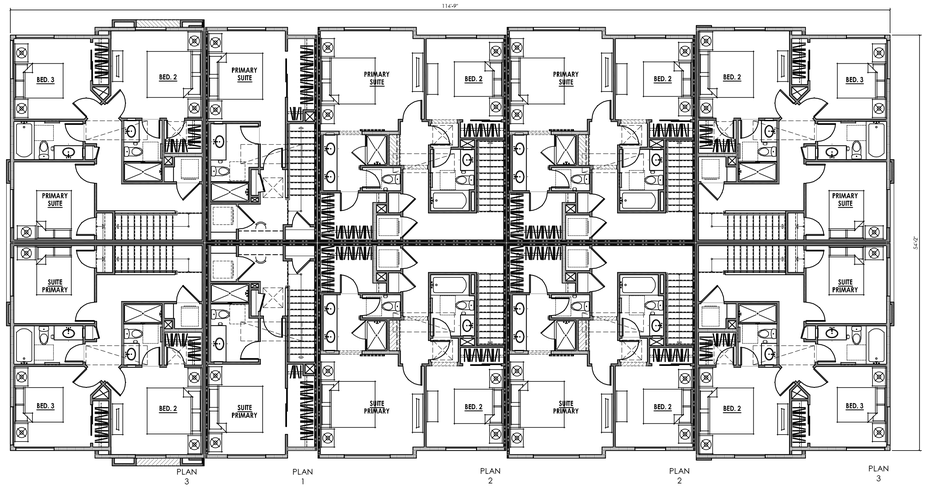
JEFFERSON | TOWNHOMES | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

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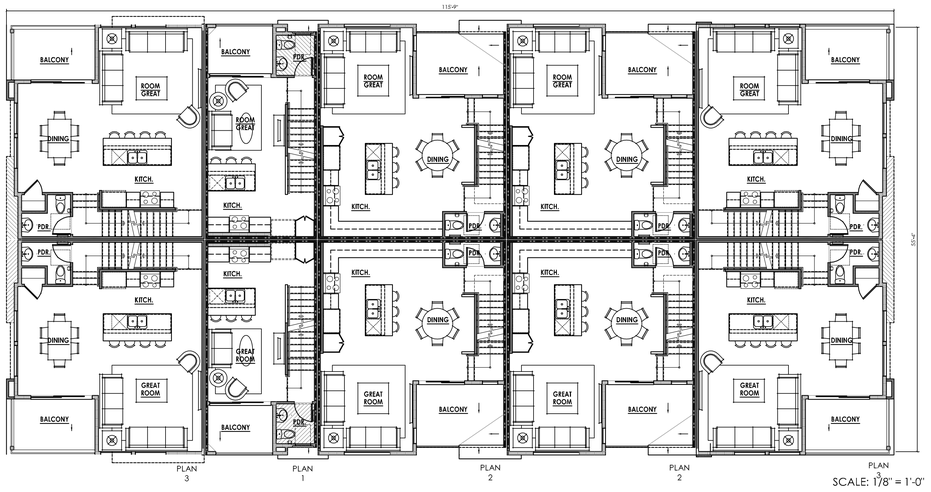
TOFF2006

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california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919



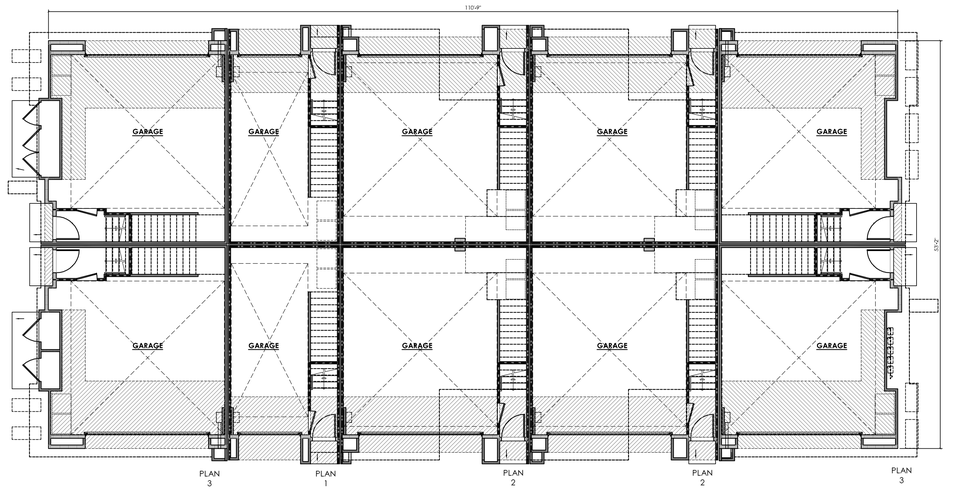
SCALE: 1/8" = 1'-0"

THIRD FLOOR



SCALE: 1/8" = 1'-0"

SECOND FLOOR



SCALE: 1/8" = 1'-0"

FIRST FLOOR

CONCEPT FLOOR PLANS

BUILDINGS 3 THRU 20

09.27.2024

JEFFERSON | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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0' 8' 16'

SCALE: 1/8" = 1'

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09.27.2024

CONCEPTUAL FRONT ELEVATIONS | BUILDINGS 3 THRU 20

JEFFERSON | BACK TO BACK | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

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09.27.2024

CONCEPTUAL ELEVATION | BUILDINGS 3 THRU 20

JEFFERSON | BACK TO BACK | TOFFOLI INVESTMENTS

PLACENTIA, CALIFORNIA

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TREE LEGEND

SYM	BOTANICAL/COMMON NAME	SIZE	WUCOL	QTY.
	GINKGO BILOBA 'PRINCETON SENTRY' MAINDENHAIR TREE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LAGERSTROEMIA I. 'PINK VELOUR' PINK CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
	LAGERSTROEMIIA I. 'EARLY BIRD L.' LAVENDER CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
	LAGERSTROEMIA I. RED ROCKET' RED CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT	MED	
	PRUNUS CAROLINIANA 'COMPACTA' CHERRY LAUREL	15 GAL COLUMNAR	MED	
	PODOCARPUS GRACILIOR AFRICAN FERN PINE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX STD. LOW BRANCH	MED	
	PLANTUNUS ACERIFOLIA 'BLOODGOOD' LONDON PLAIN TREE	36" BOX STD. LOW BRANCH	MED	
	OLEA EUROPEA COMMON OLIVE	FEILD DUG MULTI LARGE 18'X18'	LOW	
	STREET TREE TBD	36" BOX STD. LOW BRANCH	MED	

PLANTING NOTES:

1. STREET TREES SHALL BE INSTALLED PER WITHIN PUBLIC LANDSCAPE AREAS AS REQUIRED PER PUBLIC IMPROVEMENT PLANS.
2. ALL PUBLIC STREET TREES TO BE PLANTED IN ACCORDANCE TO CITY STANDARD PLANS
3. ALL PLANT MATERIAL IS DROUGHT TOLERANT, MODERATE AND LOW WATER USE, ACCLIMATED TO THE LOCAL CLIMATE.
4. TREES TYPES AND LOCATIONS HAVE BEEN CHOSEN FOR THERE FORM AND STRUCTURE AND ARE IN SCALE
5. WITH THE BUILDINGS AND WILL PROVIDE SHADE OVER PAVING SURFACES AND PEDESTRIAN GATHERING AREAS.

STREET TREE NOTES:

CONSTRUCTION NOTES FOR STREET TREES:

1. ALL STREET TREES ARE TO BE PLANTED IN ACCORDANCE WITH CITY STANDARD PLANS.
2. PRIOR TO THE COMMENCEMENT OF ANY PLANTING, AN AGRONOMIC SOILS REPORT SHALL BE FURNISHED TO THE CITY INSPECTOR. ANY UNUSUAL TOXICITIES OR NUTRIENT DEFICIENCIES MAY REQUIRE BACKFILL SOIL AMENDMENTS, AS DETERMINED BY THE CITY INSPECTOR.
3. ALL STREET TREES ARE SUBJECT TO INSPECTION AND ACCEPTANCE BY THE ENGINEERING SERVICES DEPARTMENT
4. STREET TREES ARE TO PLANTED PER PUBLIC IMPROVEMENT PLANS ONLY.

IRRIGATION AREAS:

LANDSCAPE PLANTING AREAS TO BE IRRIGATED USING THE MOST EFFICIENT IRRIGATION PRODUCTS AVAILABLE TO MINIMIZE RUN-OFF AND WATER WASTE.

PERCENTAGE OF LANDSCAPE COVERAGE:

PLANTING TOTAL AREA: 0.7 ACRE 31,256 SQ. FT

LAWN AREA TOTAL: 1,601 SQ.FT

LANDSCAPE TOTAL AREA: 0.75 ACRE 32,857 SQ. FT

TOTAL SITE AREA: 4.794 ACRES OR 208,827 SQ. FT.

PERCENTAGE OF LANDSCAPE AREA PROPOSED: 15.7%

SHEET INDEX:

NO.	SHEET DESCRIPTION
L-1	OVERALL LANDSCAPE PLAN
L-2	ENTRY ENLARGEMENT PLAN
L-3	CORNER PARK ENLARGEMENT PLAN
L-4	POCKET PARK ENLARGEMENT PLAN
L-5	PARKS ENLARGEMENT PLAN
L-6	WALL & FENCE PLAN
L-7	WALL & FENCE ELEVATION
L-8	WALL & FENCE DETAILS

SHRUB PLANTING LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	SPACING	WUCOLS	QTY
	ALOE 'BLUE ELF' CALIFORNIA ALOE	5 GAL.	18" O.C.	L	
	ALOE STRIATA 'GHOST' GHOST ALOE	5 GAL.	18" O.C.	L	
	CAREX DIVULSA BERKELEY SEDGE	1 GAL.	18" O.C.	L	
	DIANELLA REVOLUTA 'LITTLE REV' LITTLE REV FLAX LILY	5 GAL.	18" O.C.	L	
	HESPERALOE PARVIFLORA 'BRAKELIGHTS' RED YUCCA	5 GAL.	30" O.C.	L	
	ILEX VOMITORIA 'WILL FLEMING' WILL FLEMING YAUPON HOLLY	15 GAL. COLUMNAR	24" O.C.	M	
	JUNIPERUS S. 'SKYROCKET' SKYROCKET JUNIPER	15 GAL.	24" O.C.	M	
	LIGUSTRUM J. 'TEXANUM' JAPANESE PRIVET	5 GAL.	36" O.C.	M	
	LOMANDRA LONGIFOLIA 'ARCTIC FROST' ARCTIC FROST MAT RUSH	5 GAL.	30" O.C.	L	
	MANGAVE 'LAVENDER LADY' LAVENDER LADY MANGAVE	5 GAL.	18" O.C.	L	
	MYRICA CALIFORNICA PACIFIC WAX MYRTLE	15 GAL.	48" O.C.	L	
	NANDINA DOMESTICA 'GULF STREAM' DWARF HEAVENLY BAMBOO	5 GAL.	30" O.C.	L	
	RAPHIOLEPIS UMBELLATA 'MINOR' DWARF YEDDO HAWTHORN	5 GAL.	36" O.C.	L	
	TEUCRIUM CHAMAEDRYS WALL GERMANDER	5 GAL.	24" O.C.	L	
	WESTRINGIA FRUTICOSA 'MORNING LIGHT' MORNING LIGHT COAST ROSEMARY	5 GAL.	36" O.C.	L	
	YUCCA FILAMENTOSA 'COLOR GUARD' BLUE ROSE ECHEVERIA	5 GAL.	24" O.C.	L	

LEGEND

1. ENTRY TURN AROUND
2. VEHICULAR ENTRY GATE
3. CURB ADJACENT WALK AND FRONTAGE LANDSCAPE
4. ALLEY DRIVE WITH ENHANCED STAMPED CONCRETE PAVING
5. RESIDENCE
6. MAIN ROAD DRIVE
7. CHILDREN'S PLAY AREA
8. ACTIVITY LAWN PARK
9. ENTRY SIGN MONUMENT
10. PARKING
11. DRIVEWAY
12. CALL BOX PILASTER
13. VINE PLANTING ON EXTERIOR OF WALL
14. PEDESTRIAN VINE MAINTENANCE GATE WITH PAD LOCK
15. DOG PARK WITH FENCE AND DOUBLE GATE
16. PARKLETTE WITH BENCH OR PICNIC
17. ALLEY PICKLE BALL

JEFFERSON | Preliminary Landscape Plan | Overall Concept Plan

Toffoli Investments LLC | Placentia, CA | October 29, 2024

NORTH

SCALE: 1" = 30' - 0"

0 30 60 90 120

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
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TREE LEGEND

SYM	BOTANICAL/COMMON NAME	SIZE	WUCOL	QTY.
	GINKGO BILOBA 'PRINCETON SENTRY' MAINDENHAIR TREE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LAGERSTROEMIA I. 'PINK VELOUR' PINK CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
	LAGERSTROEMIIA I. 'EARLY BIRD L.' LAVENDER CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
	LAGERSTROEMIA I. RED ROCKET' RED CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT	MED	
	PRUNUS CAROLINIANA 'COMPACTA' CHERRY LAUREL	15 GAL COLUMNAR	MED	
	PODOCARPUS GRACILIOR AFRICAN FERN PINE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX STD. LOW BRANCH	MED	
	PLANTUNUS ACERIFOLIA 'BLOODGOOD' LONDON PLAIN TREE	36" BOX STD. LOW BRANCH	MED	
	OLEA EUROPEA COMMON OLIVE	FEILD DUG MULTI LARGE 18'X18'	LOW	
	STREET TREE TBD	36" BOX STD. LOW BRANCH	MED	

LEGEND

1. ENTRY TURN AROUND
2. VEHICULAR ENTRY GATE
3. CURB ADJACENT WALK AND FRONTAGE LANDSCAPE
4. ALLEY DRIVE WITH ENHANCED STAMPED CONCRETE PAVING
5. RESIDENCE
6. MAIN ROAD DRIVE
7. ENTRY LANDSCAPE
8. PEDESTRIAN GATE
9. ENTRY MONUMENT
10. CALL BOX AND GUEST DRIVE
11. VIEW FENCE
12. PARKING
13. WALKWAY
14. ENTRY ENHANCED STAMPED CONCRETE PAVING
15. DRIVEWAY
16. BUILDING ENTRY
17. ADA PARKING
18. DOG PARK WITH FENCE ENCLOSURE AND DOUBLE ENTRY EXIT GATE

JEFFERSON | Preliminary Landscape Plan | Entry / Dog Park Enlargement

Toffoli Investments LLC | Placentia, CA | October 29, 2024

NORTH

SCALE: 1" = 10' - 0"

0 10 20 30 40

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P27

P28

P29

P30

P31

HC32

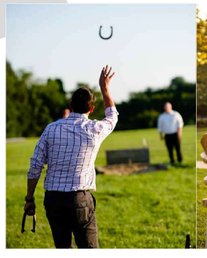
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TREE LEGEND

SYM	BOTANICAL/COMMON NAME	SIZE	WUCOL	QTY.
	GINKGO BILOBA 'PRINCETON SENTRY' MAINDENHAIR TREE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LAGERSTROEMIA I. 'PINK VELOUR' PINK CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
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	PRUNUS CAROLINIANA 'COMPACTA' CHERRY LAUREL	15 GAL COLUMNAR	MED	
	PODOCARPUS GRACILIOR AFRICAN FERN PINE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX STD. LOW BRANCH	MED	
	PLANTUNUS ACERIFOLIA 'BLOODGOOD' LONDON PLAIN TREE	36" BOX STD. LOW BRANCH	MED	
	OLEA EUROPEA COMMON OLIVE	FEILD DUG MULTI LARGE 18'X18'	LOW	
	STREET TREE TBD	36" BOX STD. LOW BRANCH	MED	

LEGEND

1. LOUNGE SEATING AREA
2. PICNIC PAVILION
3. ACTIVITY LAWN
4. CORN HOLE
5. PARKING
6. WALKWAY
7. ADA PARKING
8. ENHANCED UNIT PAVERS
9. COMMUNITY BLOCK WALL
10. PEDESTRIAN VINE MAINTENANCE GATE WITH PAD LOCK
11. VINE PLANTING ON EXTERIOR WALL







CORNER PARK

JEFFERSON | Preliminary Landscape Plan | Parks Enlargement

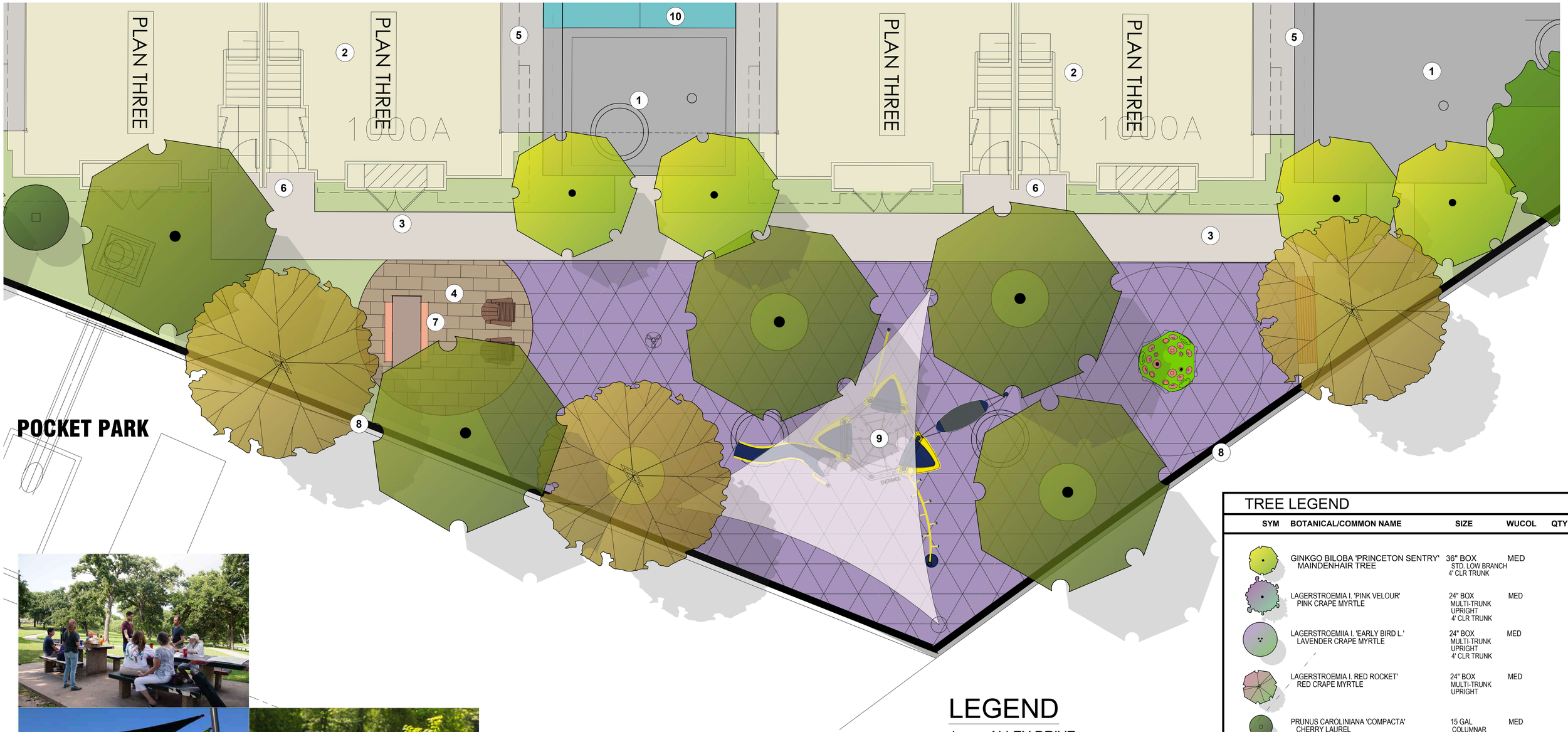
Toffoli Investments LLC | Placentia, CA | October 29, 2024

NORTH

SCALE: 1/4" = ' - 0"

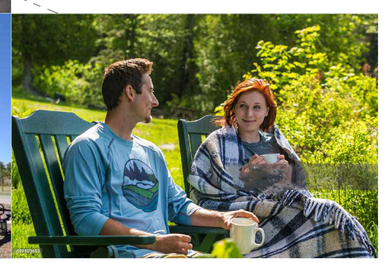
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POCKET PARK





LEGEND

1. ALLEY DRIVE
2. RESIDENCE
3. WALKWAY
4. ENHANCED UNIT PAVERS
5. DRIVEWAY
6. BUILDING ENTRY
7. LOUNGE SEATING &PICNIC TABLE SEATING
8. COMMUNITY BLOCK WALL
9. CHILDREN'S PLAY AREA
10. ALLEY PICKLE BALL

TREE LEGEND

SYM	BOTANICAL/COMMON NAME	SIZE	WUCOL	QTY.
	GINKGO BILOBA 'PRINCETON SENTRY' MAINDENHAIR TREE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LAGERSTROEMIA I. 'PINK VELOUR' PINK CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
	LAGERSTROEMIIA I. 'EARLY BIRD L.' LAVENDER CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED	
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	PRUNUS CAROLINIANA 'COMPACTA' CHERRY LAUREL	15 GAL COLUMNAR	MED	
	PODOCARPUS GRACILIOR AFRICAN FERN PINE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX STD. LOW BRANCH	MED	
	PLANTUNUS ACERIFOLIA 'BLOODGOOD' LONDON PLAIN TREE	36" BOX STD. LOW BRANCH	MED	
	OLEA EUROPEA COMMON OLIVE	FEILD DUG MULTI LARGE 18'X18'	LOW	
	STREET TREE TBD	36" BOX STD. LOW BRANCH	MED	

NORTH

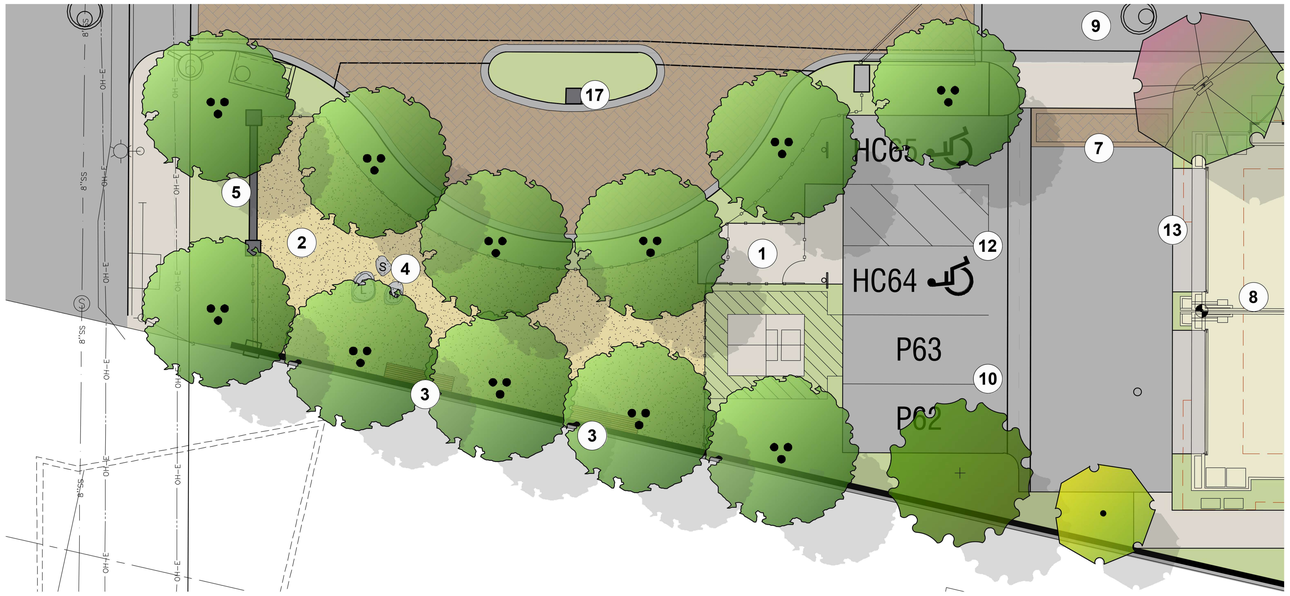
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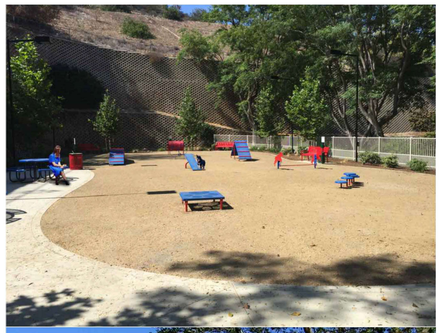
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JEFFERSON | Preliminary Landscape Plan | Parks Enlargement

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DOG PARK



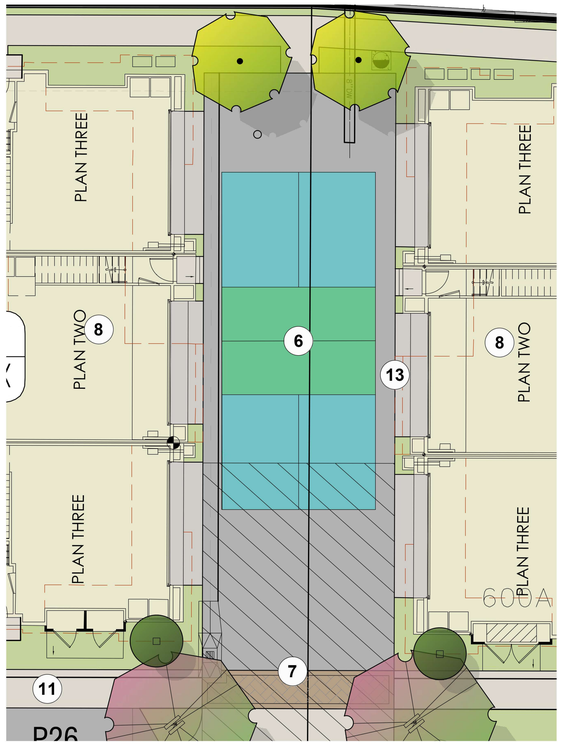


TREE LEGEND

SYM	BOTANICAL/COMMON NAME	SIZE	WUCOL	QTY.
	GINKGO BILOBA 'PRINCETON SENTRY' MAINDENHAIR TREE	36" BOX STD. LOW BRANCH 4' CLR TRUNK	MED	
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	LAGERSTROEMIA I. RED ROCKET' RED CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT	MED	
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	LOPHOSTEMON CONFERTUS BRISBANE BOX	36" BOX STD. LOW BRANCH	MED	
	PLANTUNUS ACERIFOLIA 'BLOODGOOD' LONDON PLAIN TREE	36" BOX STD. LOW BRANCH	MED	
	OLEA EUROPEA COMMON OLIVE	FEILD DUG MULTI LARGE 18'X18'	LOW	
	STREET TREE TBD	36" BOX STD. LOW BRANCH	MED	



PARKLETTE W/PICNIC TABLE OR BENCH



ALLEY PICKLEBALL



LEGEND

1. DOG PARK WITH FENCE ENCLOSURE AND DOUBLE ENTRY EXIT GATE
2. DECOMPOSE GRANITE
3. BENCH SEATING
4. DECORATIVE BOULDERS
5. ENTRY MONUMENT
6. ALLEY PICKLE BALL
7. ALLEY DRIVE WITH ENHANCED STAMPED CONCRETE PAVING
8. RESIDENCE
9. MAIN ROAD DRIVE
10. PARKING
11. WALKWAY
12. ADA PARKING
13. DRIVEWAY
14. BUILDING ENTRY
15. COMMUNITY BLOCK WALL
16. PARKLETTE WITH PICNIC TABLE OR BENCH SEATING
17. CALL BOX AND GUEST DRIVE

JEFFERSON | Preliminary Landscape Plan | Parks Enlargement

Toffoli Investments LLC | Placentia, CA | October 29, 2024

NORTH

SCALE: 1/8" = ' - 0"

0 8 16 24 32

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1081



SW 6991
Black Magic

VEHICULAR / PEDESTRIAN GATES
Material: Tubular Steel
Color: SW 6991 Black Magic
Source:www.sherwin-williams.com

COMMUNITY CMU WALL AND PILASTERS
Material: CMU BLOCK
Color: Sourdough MW Split Face
Source: www.orco.com

ENTRY/ MONUMENT WALL & PILASTER
Material: CMU BLOCK
Color/Finish: 6" Split Face Limestone - Crime
Source: www.coronado.com

ENTRY/ MONUMENT WALL & PILASTER
3" PRECAST CAP
Material: Concrete
Color/Finish: Cream - Sandwash
Source: www.valoriprecast.com

WALL AND FENCE LEGEND:

- 6'-0" HIGH SOLID MASONRY PERIMETER COMMUNITY WALL W/PRECISION CAP
- 2'-0" HIGH ENHANCED SOLID MASONRY SIGN MONUMENT WALL W/PRECAST CONCRETE CAP
- 6'-0" HIGH TUBULAR STEEL VIEW FENCE
- 6'-0" HIGH WELDED WIRE MESH DOG PARK FENCE
- 6'-0' HIGH WELDED WIRE MESH DOG PARK GATE
- 5'-6" HIGH ENHANCED TUBULAR STEEL VEHICULAR GATE WITH KNOX BOX
- 2'-6" TO 6'-6" HIGH SOLID ENHANCED MASONRY ENTRY PILASTERS W/ PRECAST CONCRETE CAP
- 6'-0" HIGH TUBULAR ENHANCED PEDESTRIAN TUBE STEEL GATE
- 5-0" HIGH SOLID ENHANCED MASONRY CALL BOX W/ PRECAST CONCRETE CAP
- 6'-6" HIGH SOLID MASONRY PILASTER W/ PRECISION CAP
- 6'-0' HIGH METAL SOLID GATE FOR MAINTENANCE OF WALL VINES

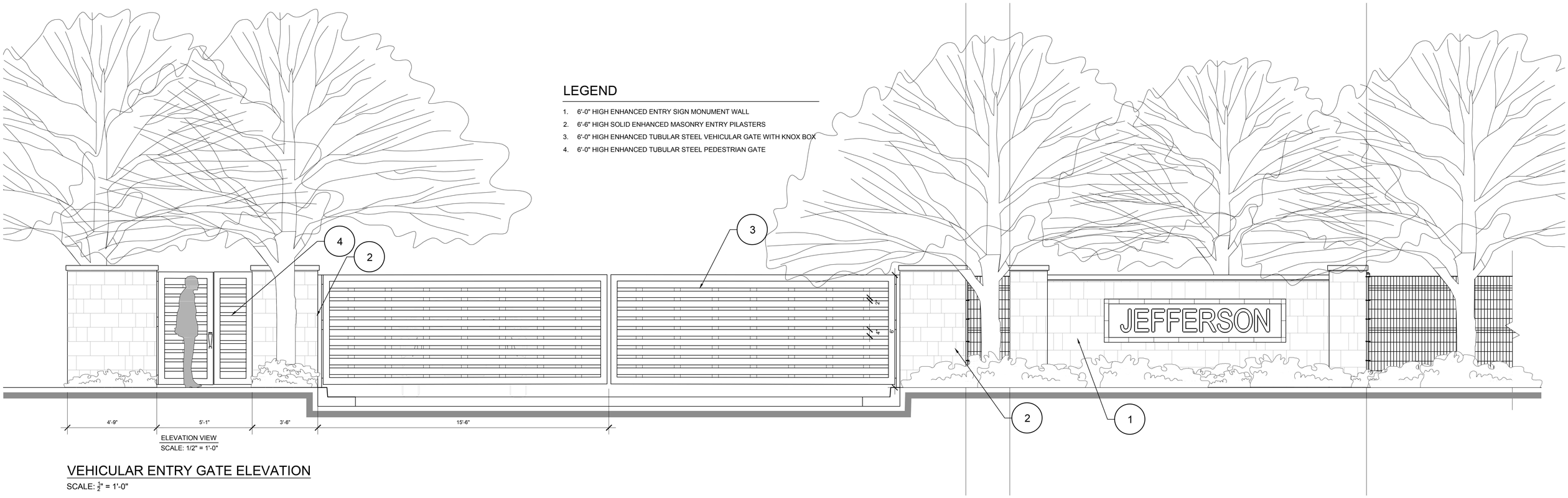
JEFFERSON | Preliminary Landscape Plan | Wall and Fence Plan

Toffoli Investments LLC| Placentia, CA | October 29, 2024

NORTH

SCALE: 1" = 30' - 0"
0 30 60 90 120

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ELEVATION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

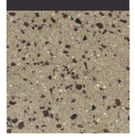
1. 6'-0" HIGH ENHANCED ENTRY SIGN MONUMENT WALL
2. 6'-6" HIGH SOLID ENHANCED MASONRY ENTRY PILASTERS
3. 6'-0" HIGH ENHANCED TUBULAR STEEL VEHICULAR GATE WITH KNOX BOX
4. 6'-0" HIGH ENHANCED TUBULAR STEEL PEDESTRIAN GATE

VEHICULAR ENTRY GATE ELEVATION

SCALE: 1/2" = 1'-0"

SW 6991
Black Magic

VEHICULAR / PEDESTRIAN GATES
Material: Tubular Steel
Color: SW 6991 Black Magic
Source:www.sherwin-williams.com

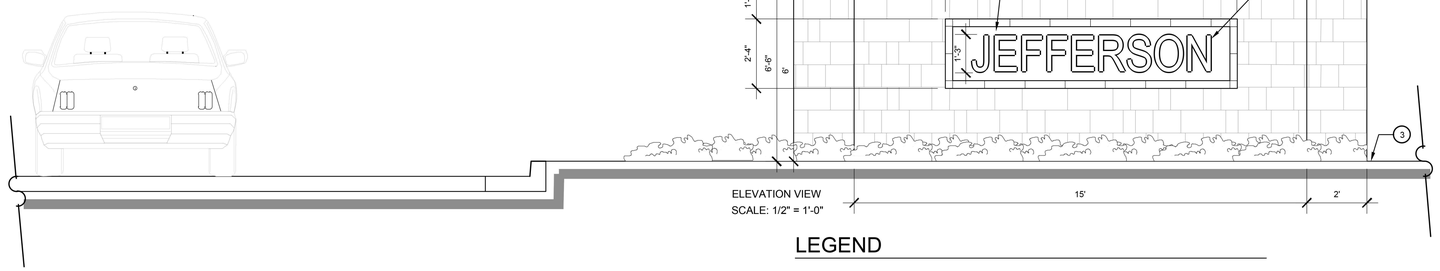


COMMUNITY CMU WALL AND PILASTERS
Material: CMU BLOCK
Color: Sourdough MW Split Face
Source: www.orco.com



ENTRY/ MONUMENT WALL & PILASTER
Material: CMU BLOCK
Color/Finish: 6" Split Face Limestone - Crime
Source: www.coronado.com

ENTRY/ MONUMENT WALL & PILASTER
3" PRECAST CAP
Material: Concrete
Color/Finish: Cream - Sandwash
Source: www.valoriprecast.com

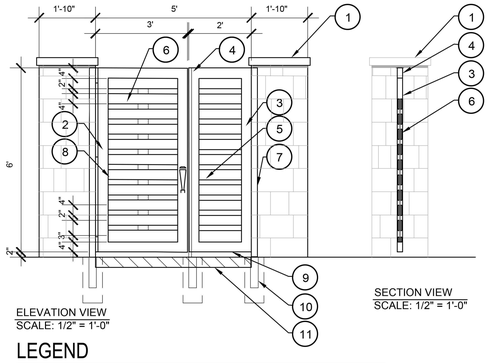


ENTRY SIGN MONUMENT ELEVATION

SCALE: 1/2" = 1'-0"

LEGEND

1. 6'-0" HIGH ENHANCED SOLID MASONRY MONUMENT WALL W/ 3" VALORI SQUARE CAP
2. 1'-2" HIGH PINNED METAL LETTERS
3. FINISH GRADE
4. 6'-6" HIGH ENHANCED SOLID MASONRY MONUMENT PILASTER W/ 3" VALORI SQUARE CAP
5. CMU SPLIT FACE IN THE BACK OF THE WALL
6. PAINTED SMOOTH PLASTER FINISH
7. CONCRETE FOOTING
8. COMPACTED SUB-GRADE
9. SIGN UP-LIGHT BY ELECTRICAL ENGINEER



LEGEND

1. ADJACENT STONE PILASTER
2. STEEL HEAVY DUTY SELF-CLOSING HINGES
3. 4"X2" THICK STEEL SLIDE FRAME
4. 4"X2" THICK STEEL BOTTOM FRAME AND TOP FRAME
5. HANDICAP ACCESSIBLE GATE HANDLE PULL, NO LOCK OR LATCH MECHANISM, BOTH SIDES
6. 1" X 4" HORIZONTAL GATE SLATS
7. 2"X2" TUBULAR STEEL EMBEDDED POST
8. GATE POST ATTACHED AND IMBEDDED TO STONE CLAD PILASTER
9. 2' WIDE ADA ACCESSIBLE SIDE ACCESS PANNEL
10. CONCRETE FOOTING
11. CONCRETE PAVING

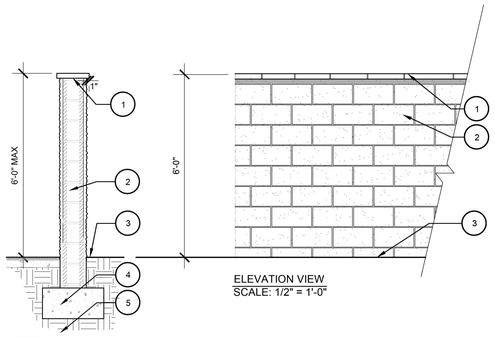
6'-0" HIGH ENHANCED TUBULAR STEEL PEDESTRIAN GATE

SCALE: 1/2" = 1'-0"

JEFFERSON | Preliminary Landscape Details | Wall and Fence Details

Toffoli Investments LLC | Placentia, CA | October 29, 2024

SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446



ELEVATION VIEW
SCALE: 1/2" = 1'-0"

SECTION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

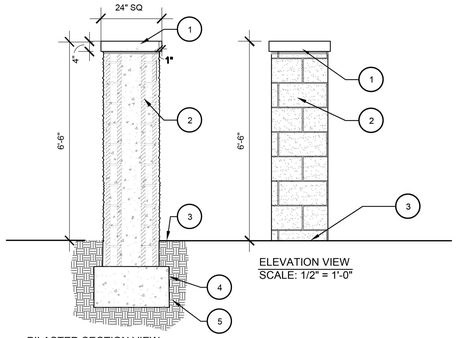
1. 2" PRECISION WALL CAP (TYP)
2. 8X6X16 COLORED CMU SPLIT FACE BLOCK WALL
3. FINISH GRADE
4. CONCRETE FOOTING
5. COMPACT SUBGRADE



COMMUNITY CMU WALL AND PILASTERS
Material: CMU BLOCK
Color: Sourdough MW Split Face
Source: www.orco.com

6' HIGH SOLID MASONRY PERIMETER COMMUNITY WALL

SCALE: $\frac{1}{2}$" = 1'-0"



PILASTER SECTION VIEW
SCALE: 1/2" = 1'-0"

ELEVATION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

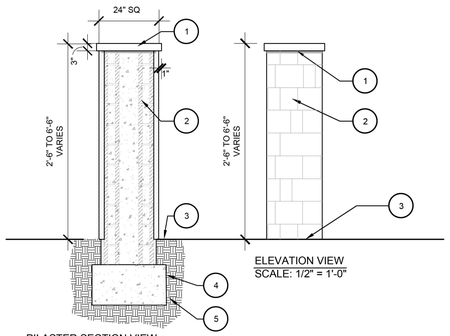
1. 4" PRECISION CONCRETE PILASTER CAP
2. 6"x8"x16" ENHANCED CMU BLOCK PILASTER
3. FINISH GRADE
4. CONCRETE FOOTING
5. COMPACT SUBGRADE



COMMUNITY CMU WALL AND PILASTERS
Material: CMU BLOCK
Color: Sourdough MW Split Face
Source: www.orco.com

6'-6" HIGH SOLID MASONRY COMMUNITY PILASTERS

SCALE: $\frac{1}{2}$" = 1'-0"



PILASTER SECTION VIEW
SCALE: 1/2" = 1'-0"

ELEVATION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

1. 3" PRECAST CONCRETE VALORI SQUARE PILASTER CAP
2. 6"x8"x16" ENHANCED CMU BLOCK PILASTER FINISH GRADE
3. CONCRETE FOOTING
4. COMPACT SUBGRADE



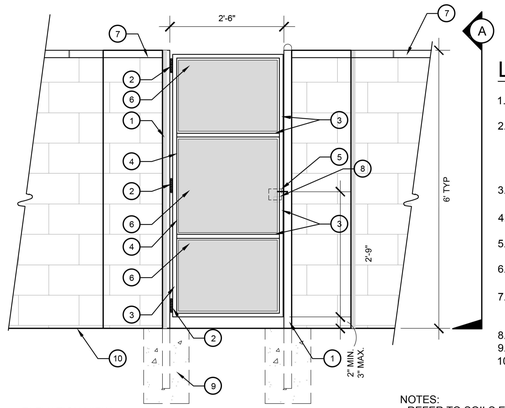
ENTRY/ MONUMENT WALL & PILASTER
Material: CMU BLOCK
Color/Finish: 6" Split Face Limestone - Crime
Source: www.coronado.com



ENTRY/ MONUMENT WALL & PILASTER
3" PRECAST CAP
Material: Concrete
Color/Finish: Cream - Sandwash
Source: www.valoriprecast.com

6'-6" HIGH SOLID ENHANCED MASONRY ENTRY PILASTERS

SCALE: $\frac{1}{2}$" = 1'-0"

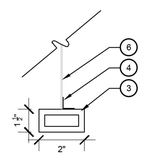


ELEVATION VIEW
SCALE: 3/4" = 1'-0"

LEGEND

1. 2" SQ. TUBULAR STEEL POST/JAMB
2. HEAVY-DUTY 5"x5"x7 GA. SELF-CLOSING BUTT-HINGE WELDED TO POSTS AND SIDE RAILS AT TOP, MIDDLE, AND BOTTOM OF GATE.
3. 1-1/2" x 2" TUBULAR STEEL TOP, SIDE AND BOTTOM RAILS.
4. ¾" 'L' BRACKET TACK-WELDED TO PLATE, SCREW TO FRAME.
5. GATE LATCH (LOCATED IN INTERIOR)
6. 16 GA. SOLID STEEL PLATE TACK-WELDED TO ¾" 'L' BRACKET.
7. BUILDER WALL- PRECISION H-BLOCK - PER SEPARATE DETAIL.
8. GATE LOCK LATCH
9. CONCRETE FOOTING
10. FINISH SURFACE - REFER TO FINISH SCHEDULE

NOTES:
- REFER TO SOILS ENG. REPORT FOR FOOTING, SIZE AND ENFORCEMENT.
- ALL WELDS TO BE CONTINUOUS AND GROUND SMOOTH.
- ALL EXPOSED SURFACES SHALL RECEIVE TWO (2) COATS MOISTURE-PROOF PRIMER AND TWO (2) COATS OF PAINT. - REFER TO FINISH SCHEDULE FOR COLOR.
- ALL CONNECTORS, FASTENERS AND OTHER HARDWARD TO BE HOT DIPPED GALVANIZED.



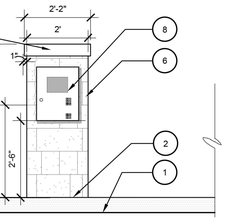
METAL GATE FRAME SECTION VIEW- A
SCALE: N.T.S.

6'-0" HIGH SOLID METAL ACCESS GATE FOR MAINTENANCE PF THE WALL VINES

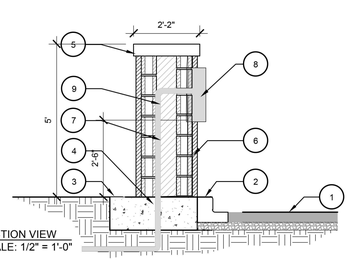
SCALE: $\frac{3}{4}$" = 1'-0"

SW 6991
Black Magic

VEHICULAR / PEDESTRIAN GATES
Material: Tubular Steel
Color: SW 6991 Black Magic
Source:www.sherwin-williams.com



ELEVATION VIEW
SCALE: 1/2" = 1'-0"



SECTION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

1. STREET FINISH SURFACE
2. STREET CURB FINISH SURFACE
3. FINISH GRADE
4. CONCRETE FOOTING
5. 3" PRECAST CONCRETE CAP
6. CMU BLOCK W/STONE FINISH
7. CMU BLOCK - GROUT ALL CELLS SOLID
8. CALL BOX TO BE SELECTED BY OWNER. VERIFY CUTOUT DIMENSIONS AND INSTALL PER MANUFACTURER'S SPECIFICATIONS
9. ELECTRICAL CONDUIT FOR COMMUNICATION CABLE



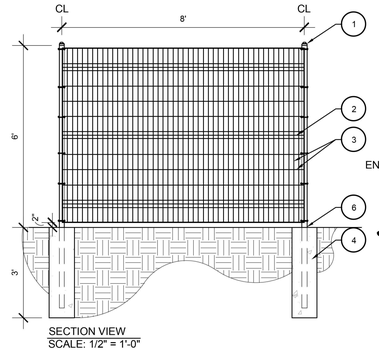
ENTRY/ MONUMENT WALL & PILASTER
Material: CMU BLOCK
Color/Finish: 6" Split Face Limestone - Crime
Source: www.coronado.com



ENTRY/ MONUMENT WALL & PILASTER
3" PRECAST CAP
Material: Concrete
Color/Finish: Cream - Sandwash
Source: www.valoriprecast.com

60" HIGH SOLID ENHANCED MASONRY CALL BOX

SCALE: $\frac{1}{2}$" = 1'-0"



SECTION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

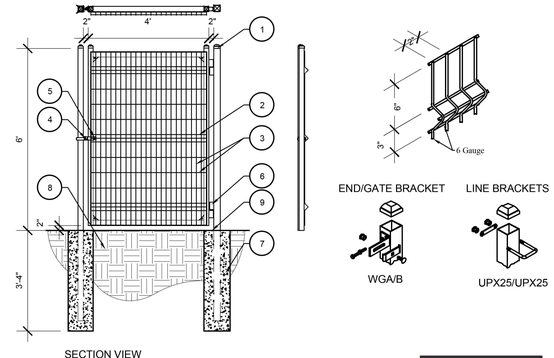
1. 2" SQ. X 16GA METAL POST
2. 3" 'V' FOLDS
3. 2" X 6" - 6 GAUGE METAL POWDER COATED MESH
4. FOOTING PER CIVIL ENGINEER
5. COMPACTED SUBGRADE PER GEOTHECNICAL ENGINEER
6. FINISH SURFACE

SW 6991
Black Magic

DOG PARK FENCE
Material: Tubular Steel
Color: SW 6991 Black Magic
Source:www.sherwin-williams.com

6'-0" HIGH WELDED WIRE MESH DOG PARK FENCE

SCALE: $\frac{1}{2}$" = 1'-0"



SECTION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

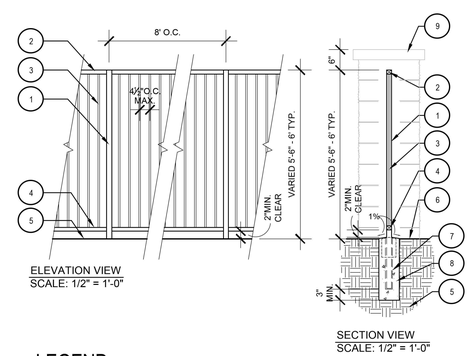
1. 2" SQ. X 16GA METAL POST
2. 3" 'V' FOLDS
3. 2" X 6" - 6 GAUGE METAL POWDER COATED MESH
4. FORK CATCH
5. LATCH FORK
6. HOOK BOLTS
7. FOOTING PER CIVIL ENGINEER
8. COMPACTED SUBGRADE PER GEOTHECNICAL ENGINEER
9. FINISH SURFACE

SW 6991
Black Magic

DOG PARK GATES
Material: Tubular Steel
Color: SW 6991 Black Magic
Source:www.sherwin-williams.com

6'-0" HIGH WELDED WIRE MESH DOG PARK GATE

SCALE: $\frac{1}{2}$" = 1'-0"



ELEVATION VIEW
SCALE: 1/2" = 1'-0"

SECTION VIEW
SCALE: 1/2" = 1'-0"

LEGEND

1. 1-1/2" x 2" 16 GA. TUBULAR STEEL POST
2. 1½"SQ. TUBULAR STEEL TOP RAIL
3. ⅝"SQ. TUBULAR STEEL PICKETS @ 4 1/2" MAXIMUM O.C.
4. 1½"SQ. TUBULAR STEEL BOTTOM RAIL
5. COMPACTED SUBGRADE
6. FINISH GRADE
7. SINK POST INTO FOOTING
8. CONCRETE FOOTING
9. PILASTER

SW 6991
Black Magic

VEHICULAR / PEDESTRIAN GATES
Material: Tubular Steel
Color: SW 6991 Black Magic
Source:www.sherwin-williams.com

6'-0" HIGH TUBULAR STEEL VIEW FENCE

SCALE: $\frac{1}{2}$" = 1'-0"

JEFFERSON | Preliminary Landscape Details | Wall and Fence Details

Toffoli Investments LLC| Placentia, CA | October 29, 2024

SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

AT&SF RAILROAD

PRIVATE DRIVE

OCFCD ATWOOD CHANNEL

AT&SF RAILROAD

INTERNAL LOOP
2140 LF/0.41 MI.
(96% OF 2237 LF
PERIMETER)

LEGEND

INTERNAL PEDESTRIAN LOOP

JEFFERSON | Preliminary Landscape Plan | Internal Loop Exhibit

Toffoli Investments LLC | Placentia, CA | October 29, 2024

NORTH

SCALE: 1" = 30' - 0"

0 30 60 90 120

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: LESLEY WHITTAKER, ASSOCIATE PLANNER

DATE: NOVEMBER 12, 2024

SUBJECT: **DEVELOPMENT PLAN REVIEW NO. DPR 2024-01, VESTING TENTATIVE TRACT MAP NO. VTTM 19300, AND USE PERMIT NO. UP 2024-07 FOR THE DEVELOPMENT OF AN APPROXIMATELY 4.98-GROSS ACRE SITE WITH 140 RESIDENTIAL TOWNHOME UNITS LOCATED AT 440 N. JEFFERSON STREET (TOFFOLI INVESTMENTS)**

RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1. Open Public Hearing, concerning Development Plan Review No. DPR 2024-01, Vesting Tentative Tract Map No. VTTM 19300 and Use Permit No. UP 2024-07; and

2. Receive the Staff Report and consider all Public Testimony; and

3. Close the Public Hearing; and

4. Adopt Resolution No. PC-2024-15, a Resolution of the Planning Commission of the City of Placentia, approving Development Plan Review No. DPR 2024-01 and Use Permit No. UP 2024-07 and making findings to permit the development of an approximately 4.98 gross acre lot for the construction of 20, three-story, multi-family buildings consisting of 140 for-sale residential townhome units and associated hardscape and landscape improvements within the High Density Residential (R-3) Zoning District on property located at 440 N. Jefferson Street and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

5. Adopt Resolution No. PC-2024-16, a Resolution of the Planning Commission of the City of Placentia, recommending to the City Council of the City of Placentia approval Vesting Tentative Tract Map No. VTTM 19300 for the subdivision of four parcels into three parcels and a lettered lot and also for the purpose of residential townhome condominium subdivision concurrent with DPR No. 2024-01 and UP No. 2024-07 subject to the Conditions of Approval

and Standard Development Requirements; and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

PROJECT DESCRIPTION

The applicant, Toffoli Investments, requests approval of a Development Plan Review, Vesting Tentative Tract Map, and Use Permit to develop a partially improved 4.98-gross acre lot for the construction of 20, three-story, multi-family buildings consisting of 140 for-sale residential townhome units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas. The site consists of 4.98 gross acres within property boundaries, and a 0.186-acre portion of a remainder lot that extends 124.7-feet eastwardly with an irrevocable easement. The property is bordered by a 100-foot wide Burlington Northern and Santa Fe Railway (BNSF) right-of-way to the north, 70-foot wide Atwood Channel to the south, and Jefferson Street on the west, and a multifamily development to the east. Access to the site will be provided from Jefferson Street by a right-turn in and out only driveway.

The 140 units will be located within 20 separate three-story buildings. 12 of the buildings will be located on the northern side of a central roadway, and eight buildings on the southern side. Two of the twenty buildings, which are located at the front of the project on the westerly side, will be designed as traditional townhomes where each unit has a side-by-side attachment (Metro Towns). The other 18 buildings will be townhomes however will have both a side-by-side attachment and rear attachment to each unit (Back-to-Back Towns). The proposed development will have a residential density of 29.2 units acre, in compliance with R-3 standards (30 units/acre maximum).



Three floor plans are proposed which are noted on the development plans as Plan 1, Plan 2, and Plan 3. The plan types will measure between 775 square feet and 1,361 square feet in overall floor area and contain an attached one or two-car garage per unit. Each unit will have either one bedroom and 2 baths (Plan 1), two bedrooms and 3 baths (Plans

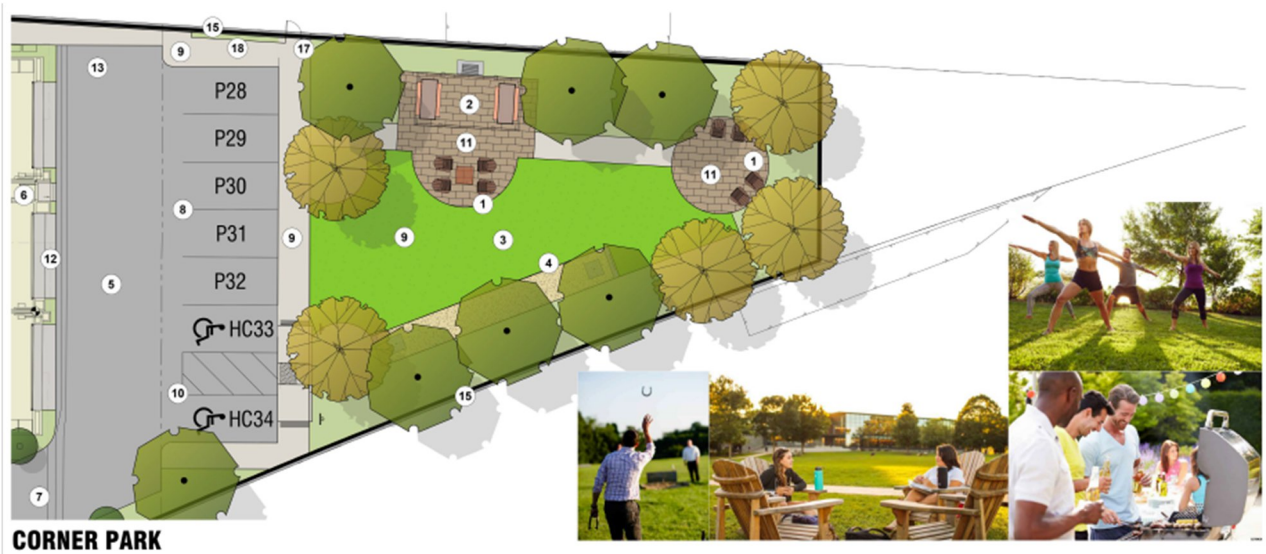
2), or three bedrooms and 3 baths (Plans 3). A break down of the unit mix is located below:

Unit Type	Bedroom	Bathroom	Unit Size	Qty.
Plan 1	1	2	775-815 s.f.	22
Plan 2	2	3	1,312-1320 s.f.	42
Plan 3	3	3	1,340-1,361 s.f.	76

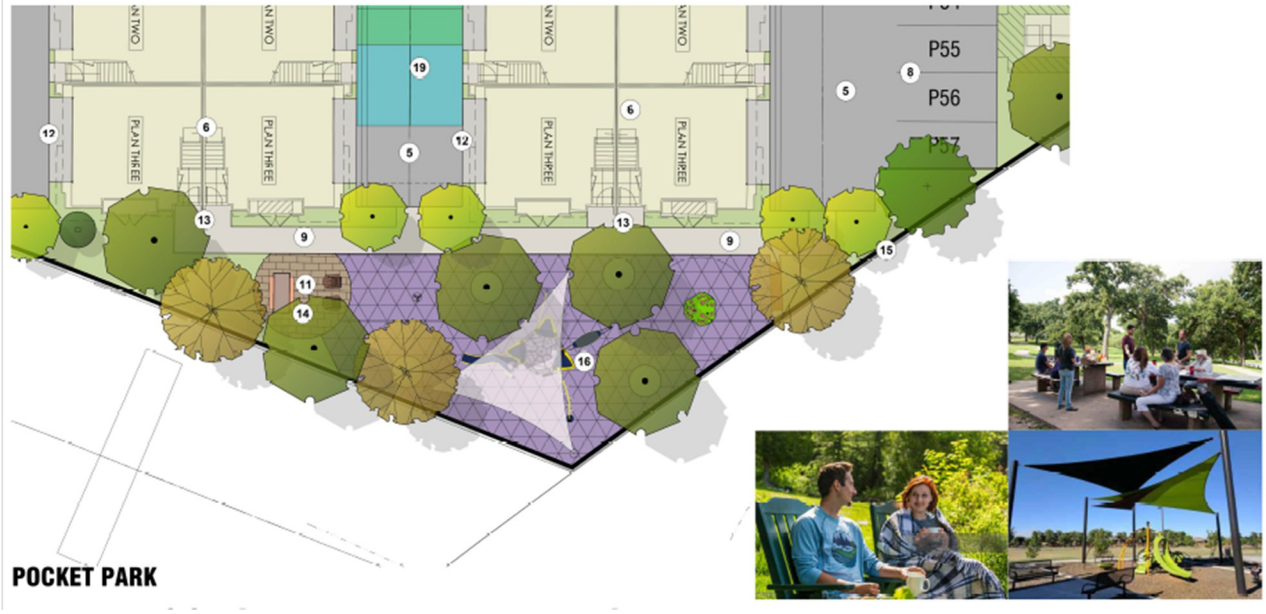
Each building will be three stories with an overall building height of approximately 35 feet, with certain allowable architectural projections of the building exceeding the maximum height limit to assist with greater roof articulation. A total of 322 parking spaces will be provided, comprised of 258 garage spaces (22 one-car garages and 118 two-car garages) and 64 guest parking spaces with four accessible (ADA) parking spaces throughout the site.



Vehicular access to the project will be provided by a 28-foot-wide thoroughfare connection from Jefferson Street, with pedestrian access provided north of the main entry drive aisle. Access into the development will be controlled by both a 25-foot-wide security gate and pedestrian security gate. A bypass lane equipped with both a knox box and call box will be provided for either emergency vehicles or guests attempting to gain entry into the development. A system of internal drive aisles will provide direct access to each individual garage. Decorative landscaping will be provided throughout the site and within the parking areas.



CORNER PARK



POCKET PARK



Four open space areas will be provided which will include both passive and non-passive open space. The passive areas will feature seating areas. The nonpassive areas will feature a tot lot, corn hole game, and a dog park. In addition to these open spaces, there will be three alleyways within the development that will be painted for pickleball courts, which will offer additional recreational areas for residents.

PROJECT CHARACTERISTICS

Applicable Code Section – Placentia Municipal Code

The project is currently located within the High Density Residential (R-3) Zoning District The development is required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-3 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed and approved at a noticed public hearing before the Planning Commission. A VTTM, shall comply with PMC Section 23.74.

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Partially Improved Industrial Land with limited oil operations.	High Density Residential	R-3
Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	R-3
North	BNSF Railway	Railroad	Not Specified
South (across the Atwood Flood Control Channel)	Manufacturing Warehouses	Manufacturing (PMD)	M (PMD)
East	Attached, Single-Family Residential Townhomes (Hudson)	High Density Residential	R-3
West (across Jefferson St.)	Former Junkyard	City of Anaheim (Industrial)	City of Anaheim

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the R-3 Zoning District. The townhome development is permitted with a DPR subject to review and approval by the Planning Commission. In accordance with PMC Section 23.21.030, proposed residential condominium or townhome developments within the R-3 Zoning District require the approval of a Use Permit (UP) by the Planning, therefore the UP will be required to permit the sale of the townhomes as condominiums.

The proposed development and use comply with the proposed base zoning district in terms of the maximum height limit, minimum setbacks, maximum lot coverage and maximum density requirements. There are no foreseeable impacts to any nearby sensitive land use receptors because the project will be residential in nature and will provide adequate buffers along the periphery of the site.

The parking requirement for R-3 Zoning is two spaces per dwelling plus an additional fifteen (15) percent of said total for guest parking. With 140 residential units proposed, the parking requirement will be 280 parking spaces, plus 42 for guest parking. The total parking requirement for the proposed project is 322 spaces, with four of those spaces being ADA accessible.

The following matrix provides a summary of the development's compliance with the identified development standards:

STANDARD	**PROJECT**
Height 35 ft. max.	30 ft. – top plate of 3rd floor 35'2" ft. – top of roof (PMC Section 23.81.090 allows buildings to exceed the height limit for roof elements)
Setbacks Front Yard Setback – 15 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	 Front: 15 ft. (Jefferson Street) South Side Yard: 5 ft. North Side Yard: 12 ft. East Rear Yard: +148 ft.
Building Separation 20 ft. min.	20-25 ft.
Lot Coverage 60% max. (125,741 sq. ft.)	38.5% (80,540 sq. ft.)
Parking Two spaces per dwelling: 280 spaces min. Additional 15% min. of total parking required for guest parking: 42 spaces min. Total Parking Required: 322 spaces min.	 280 spaces 42 spaces 322 spaces

Lot Area and Dimensions Minimum Lot Area: 8,000 sq. ft. Minimum Lot Width: 80 linear ft.	Lot Area: 215,622 sq. ft. (4.95 gross acres) Approx. 160 linear ft. at the western entrance.

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Traffic Division, Police Department, and Fire and Life Safety Department have reviewed the application and submitted comments but had no major concerns with the proposal. The project was routed to Southern California Edison, Golden State Water District, Orange County Sanitation District, Republic Services, and the City of Anaheim. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission to the City Council for DPR 2024-01, VTTM 19300 and UP 2024-07.

Planning, Community, Economic Development, and Housing Ad Hoc Committee

All major development projects within the City of Placentia require review by the Planning, Community, Economic Development, and Housing Ad Hoc Committee. The current applicant, Toffoli Investments, had their proposed development project reviewed by the Ad Hoc Committee on October 23, 2024. The following direction was received to forgo a general requirement of subdivisions, per PMC 22.48.010, which requires all existing utility lines to be placed underground. In the meeting, Committee Members, as well as the Director of Public Works cited that removing the guy wires and utility lines from the pole on the north and south corners of the Jefferson frontage will lead to four new guy wires to be installed in a diagonal position from the poles and into the pedestrian walkway. Placentia Municipal Code Ch. 22.48.010 (3) states that “After review by the Planning Commission, upon making the finding that conditions exist which make the immediate underground placement of utilities unreasonable or impractical, the City Council may waive the requirement for immediate undergrounding, if security for the undergrounding to be done at a future date to be determined by the city, is provided, in a form acceptable to the city.” The Committee unanimously directed staff to recommend waiving the undergrounding of the existing utility lines due to the following findings:

1. The project location has geographical constraints in terms of the railway on the northern boundary, the flood channel on the southern boundary, and the City of Anaheim on the western boundary. If the proposed project were to be required to

underground the existing utility lines along the frontage of Jefferson, the chances of the remainder of above ground lines being undergrounded is unlikely to occur. Undergrounding utilities under railways or the flood channel is an extensive process, which isn't typically a priority for railways or flood control districts. The undergrounding of power lines across Jefferson Street, would require collaboration with the City of Anaheim, since those poles are located in their jurisdiction. Therefore, requiring this isolated property to underground lines along the Jefferson frontage does not accomplish the intent of the condition. Moreover, even if the lines were placed underground, the city cannot require removal of the poles.

2. The addition of down guy wires anchored to the sidewalk would cause more obstruction to pedestrians, then leaving the existing overhead wires in place. With the addition of 140 residential homes, emphasis is placed on the walkability and pedestrian access to and from the development, and the undergrounding of the lines would cause a more negative impact than leaving them in place. Down guy wires block pedestrian pathways and create hazards for pedestrians or any person traveling along the sidewalk. Many times, down guy wire covers break and fall off, which constitutes more of a hazard, because the wires are not very visible especially during evening hours.

3. If the applicant were to underground lines, there would still be transmission lines that could not be removed on the west side of Jefferson. The transmission and distribution lines run north and south on Jefferson, as well as connecting east and west on Orangethorpe Avenue. The requirement to underground lines would include the removal of five lines, including Edison transmission guy wires and CATV and TELE lines, but with the removal of these lines, the necessary installation of four new Edison guy wires would be needed on each pole. Resulting from this would be the removal of only 1 line, including wires.

4. The undergrounding of existing lines would result in more of a negative visual impact then leaving the lines as they are currently. The addition of diagonal down guy wires, which would be necessary to anchor the lines that would still be attached above ground to the northern pole, which would continue to run northerly, and the lines that would remain on the southern pole and run southerly, would impact the frontage of the development in terms of being visually aesthetic.

In addition to the above direction, the Committee expressed concerns regarding graffiti along the periphery walls, as well as the height of walls. Staff has conditioned the proposed development to plant vines that will mature to grow over periphery walls, therefore limiting access. The Committee also discussed the importance of including large box trees in the landscaping plan, which will be verified during plan check. The Committee also expressed concern about whether the six-foot periphery wall on the northern boundary would provide enough privacy and sound protection for future residents. Staff has conditioned the project to have the Applicant provide an acoustical analysis of an appropriate wall height for suitable noise levels for the residential development.

ISSUES ANALYSIS:

Consistency with the General Plan

The General Plan features policies that promotes the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand costs on city services and facilities. The proposed development and subdivision is consistent with the following Land Use Element and Housing Element policies and goals of the General Plan:

Land Use Element

Policy 1.2 – Allow for a variety of residential infill opportunities including single family, multi-family, mixed-use, manufactured housing and mobile homes, in designated areas to satisfy regional housing needs.

Policy 2.6 – Require new multifamily development to provide adequate buffers (such as decorative walls and landscaped setbacks) along boundaries with single-family residential uses to reduce impacts on residences due to noise, traffic, parking, light and glare, and differences in scale; to ensure privacy; and to provide visual compatibility.

Policy 5.1 – Encourage development projects to utilize high quality design for architecture and site planning through the City's design review process. Create Design Guidelines for focused areas and for development Citywide.

Policy 5.8 – Improve the quality of Placentia's multi-family neighborhoods through a) improved buffers between multi-family residences, and commercial, and business park uses; b) provision of usable private and common open space in new multi-family projects; c) increased code enforcement; and d) improved site, building, and landscape design.

Housing Element

Goal 1 – Develop and maintain an adequate supply of housing that varies sufficiently in cost, size, type, and tenure to meet the economic and social needs of existing and future residents within the constraints of available land.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will utilize a former oil extraction site with the development of 20, three-story, multi-family buildings

consisting of 140 for-sale residential town home units. The development will be located on a property that has been utilized for the production of oil but rezoned for high density residential. The development will complement the multiple residential communities currently in construction in the area. Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any significantly adverse impacts to the surrounding area.

Architecture





The proposed project will include 20 buildings, that consist of 140 total units. There are three floor plans proposed (Plan 1, Plan 2, and Plan 3). The development will be designed in Rowhouse architectural style, with large vertical elements, high pitched gables, and a mix of building textures. Rowhouse details often include decorative stone elements, which reflect the architectural styles of the Rowhouse era (Georgian, Federal, or Victorian).

This development will incorporate large vertical stone columns that draw the eye up to the base of the steeply pitched roofline. The architecture of this proposed development will be completely unique, offering a different feel from the townhome development directly to the east, which has a different architectural style. The Rowhouse style gives a somewhat east coast feel, but with a warm California color palette. Instead of doorstep stoops—typical of a Rowhouse—these buildings will have inset balconies, which break up the vertical mass. The incorporation of different building materials, like siding and stone, visually minimizes the size/volume of the building. The project employs four-sided architecture by using the same material on all four sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted, and all the parts are perceived as part of a unified whole.



RIGHT ELEVATION



LEFT ELEVATION



CEQA

A document detailing the proposed Exemption from CEQA was submitted on behalf of the Applicant by Blodgett Baylosis Environmental Planning on August 14, 2024. Staff employed PGN, a professional environmental firm, to peer review the Categorical

Exemption submitted. The evaluation determined that either no impact or less than significant impacts would be associated with all environmental categories. The project qualifies as exempt pursuant to CEQA guidelines Section 15332 (Class 32 Infill Development Exemption), and staff recommends that Planning Commission and City Council eempt the project from CEQA.

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on October 31, 2024. Notices were sent to property owners of record within a 300-foot radius of the subject property, posted at the Civic Center on October 31, 2024. As of November 8, staff has not received verbal comment expressing concerns related to the development project.

CONCLUSION

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, it is the determination of city staff that the proposed development will be compatible with adjacent land uses and will not result in any adverse impacts onto the surrounding neighborhood.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution PC-2024-15 approving DPR 2024-01 and UP 2024-07, and that the Planning Commission adopt Resolution PC-2024-16 recommending to the City Council of the City of Placentia approval of VTTM 19300.

Prepared and submitted by:

_____
Lesley Whittaker
Associate Planner

Reviewed and approved by:

_____
Andrew Gonzales
Planning Manager

_____
Joseph Lambert
Development Services Director

ATTACHMENTS:

1. Resolution No. PC-2024-15
    a. Attachment “A” Conditions of Approval
2. Resolution No. PC-2024-16
    a. Attachment “A” Conditions of Approval
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, Colored Renderings, Colors and Materials Palette, and Vesting Tentative Tract Map dated October 31, 2024
4. Vicinity Map
5. Site Photographs
6. Radius Map and Mailing Notice Affidavit

Agenda Item No: 1.I

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 3, 2024

Submitted by: Carole Wayman

From: Mayor Jeremy B. Yamaguchi

Subject:
Resolution Appointing an Interim City Administrator and Approving the Retired Annuitant Employment Agreement with the City

Financial Impact:
Fiscal Impact:
The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Summary:
The City Council has expressed a desire to appoint _____ (Appointee) to serve as Interim City Administrator effective December 3, 2024. It is estimated that it may take up to six additional months to complete the recruitment and hiring process.

The City Council considered candidates for the Interim City Administrator position, and ultimately selected Appointee to perform the duties of City Administrator during the completion of the recruitment process, and to prevent stoppage of vital city services.

The attached form of resolution and employment agreement will officially appoint appointee as the City Administrator on an interim basis. The interim appointment complies with Government Code Sections 7522.56 and 21221(h), which allows retired annuitants of the California Public Employees' Retirement System (CalPERS) to work in a limited term appointment under specific rules.

In accordance with CalPERS requirements, the hourly rate shall be $ 152.41 per hour, which is the current salary for the City Administrator position. Furthermore, as required by CalPERS rules, no other benefits will be provided. The proposed Employment Agreement specifies that the appointee serves at the pleasure of the City Council until the soonest of the following occurs: (1) June 3, 2025, (2) upon appointment of a permanent City Administrator, (3) until the appointee works his/her 960th hour for any CalPERS agency during the 2024-2025 or 2025-2026 fiscal years, or (4) upon earlier termination of the employment by either the appointee or the City.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Adopt Resolution R-2024-86, approving the appointment of an Interim City Administrator; and
2. Approve the Retired Annuitant Employment Agreement.

Strategic Plan Statement:
There is no strategic plan goal associated with this item.

Fiscal Impact Summary:
The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Attachments
Resolution No. R-2024-86.docx
Retired Annuitant Employment Agreement 12-3-24.docx

RESOLUTION NO. R-2024 –86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPOINTING _____ AS INTERIM CITY ADMINISTRATOR AND APPROVING THE RETIRED ANNUITANT EMPLOYMENT AGREEMENT

RECITALS

WHEREAS Government Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and,

WHEREAS the City Council desires to appoint _____ ("Appointee") as an interim appointment retired annuitant to the vacant position of City Administrator for the City of Placentia under Gov. Code section 21221(h), effective December 3, 2024; and,

WHEREAS, under Government Code section 21221(h), the City can appoint a retired annuitant of CalPERS to work in a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent stoppage of public business; and,

WHEREAS, the City Council has authorized the search and recruitment for a permanent appointment on November 19, 2024; and,

WHEREAS this appointment pursuant to Gov. Code section 21221(h) shall only be made once and therefore will end on the soonest of: (1) June 3, 2025, or (2) upon appointment of a permanent City Administrator, or (3) until Appointee works his/her 960th hour for any CalPERS agency during the 2024-2025 or 2025-2026 fiscal years, or (4) upon termination of this employment by Appointee or the City; and,

WHEREAS consistent with the Government Code, compensation shall be $152.41 per hour which is within the current established salary range for City Administrator and will not include any benefits, nor accrued vacation or leave time, or any other form of compensation in addition to this hourly pay rate; and,

WHEREAS the City Council and Appointee certify that Appointee has not and will not receive a "golden handshake" agreement, as described in Government Code 20903, or any other retirement-related incentive.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Placentia authorizes and approves the form of Retired Annuitant Employment Agreement for the position of Interim City Administrator between the City of Placentia and Appointee, in substantial form as the agreement attached hereto as Exhibit 1;

2. The City Council finds that the appointment of Appointee to the Interim City Administrator position, commencing on December 3, 2024, is necessary to fill a critically needed position for the City of Placentia because of the need for his specialized skills during the recruitment of a permanent city administrator.

3. The Mayor is authorized and directed to execute the Retired Annuitant Employment Agreement for and on behalf of the City of Placentia, in substantial form as attached hereto, and to execute

any other necessary documents to effectuate the terms of the Employment Agreement, in a form approved by the City Attorney.

PASSED, ADOPTED AND APPROVED THIS 3rd DAY OF DECEMBER 2024.

_____
Jeremy B. Yamaguchi, Mayor

ATTEST:

_____
Robert S. Mckinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 3rd day of December 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT:Councilmembers:
ABSTAIN:Councilmembers:

_____
Robert S. Mckinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

EXHIBIT(S):

1 – Retired Annuitant Employment Agreement

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

For the Position Of
INTERIM CITY ADMINISTRATOR

This Employment Agreement ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the CITY OF PLACENTIA ("CITY"), a California Charter city, and _____ ("ANNUITANT"), an individual, on the following terms and conditions:

RECITALS

CITY desires to employ the services of ANNUITANT as its Interim City Administrator, temporarily, to carry out the duties and responsibilities of City Administrator as provided for by the City's Charter and Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

ANNUITANT desires to accept employment as Interim City Administrator in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

CITY has commenced an open recruitment to permanently fill the vacant position of City Administrator. During the recruitment period, the CITY has an immediate need for an Interim City Administrator, a position involving specialized skills and training, and which is critically necessary for the ongoing duties and functions of the CITY.

ANNUITANT, affirms that he/she has the necessary skills required by the City by virtue of his/her significant experience serving as a City Manager in other cities.

ANNUITANT represents that he/she is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221(h) and acknowledges that Annuitant's compensation is statutorily limited as provided in Government Code § 21221(h).

ANNUITANT represents that, as of the effective date of this Agreement, ANNUITANT has not worked for another CalPERS state or contracting agency as a retired annuitant during the CITY's 2024-2025 fiscal year, and that ANNUITANT therefore acknowledges that he/she is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") in a fiscal year, and that his/her compensation is statutorily limited as provided in Government Code § 21221(h). ANNUITANT represents that he/she has not received unemployment compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement. ANNUITANT further represents that his/her CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; that ANNUITANT has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that ANNUITANT has attained normal retirement age within the meaning of Government Code § 21220.5.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. ANNUITANT accepts employment with CITY as its Interim City Administrator and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement. ANNUITANT shall provide service at the direction and under the supervision of the City Council. It is the intent of the parties that ANNUITANT, as the Interim City Administrator, shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, ANNUITANT shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY.

1.2 Term. This Agreement shall become effective and executed both by ANNUITANT and CITY's Mayor, which date shall be the date first referenced above. ANNUITANT shall commence the performance of the required duties as the Interim City Administrator on _____, 2024, or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on June 3, 2025; (ii) upon the employment commencement date of a permanent City Administrator employed by CITY; (iii) upon ANNUITANT working ANNUITANT's 960th hour during the 2023-2024 or 2024-2025 fiscal years, including hours worked for other CalPERS agencies during such fiscal years; or (iii) upon termination of the Agreement by either ANNUITANT or CITY as provided in Section 4 (Termination) of this Agreement.

1.3 At-Will. ANNUITANT acknowledges that ANNUITANT is an at-will, temporary employee of CITY who shall always serve at the pleasure of the City Council during the period of his service hereunder. The terms of CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City Administrative Personnel (collectively "Personnel Policies") , as they may be amended or supplemented from time to time, shall not apply to ANNUITANT, and nothing in this Agreement is intended to, or does, confer upon ANNUITANT any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 (Term) or Section 4 (Termination) of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of ANNUITANT, as provided in Section 1.2 (Term) or Section 4 (Termination). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of ANNUITANT to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 (Term) or Section 4 (Termination) of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and ANNUITANT, as set forth in Section 1.2 (Term) or Section 4 (Termination) below.

1.4 Duties. ANNUITANT shall serve as the Interim City Administrator and shall for the Term of the Agreement be vested with the powers, duties and responsibilities of the City Administrator as set forth in the City's Charter and the City's Municipal Code, the terms of which are incorporated herein by reference. ANNUITANT shall provide service at the direction and under the supervision of the City Council. It is the intent of the parties that the Interim City Administrator shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, ANNUITANT shall report directly to the City Council and will periodically, or as otherwise specifically requested by the City Council, provide status reports to the City Council on his/her activities and those of CITY. It is the intent of the City Council for the Interim City Administrator to function as the chief executive officer of CITY's organization. Without additional compensation, ANNUITANT shall provide such other services as are customary and appropriate to the position of Interim City Administrator, with such additional services assigned from time to time by the City Council as may be consistent with California law and the City Charter. ANNUITANT shall devote his/her best efforts and full-time attention to the performance of these duties, except as may be specifically agreed to by the City Council and ANNUNITANT.

1.5 Hours of Work. ANNUITANT shall devote the time necessary to adequately perform his duties as Interim City Administrator. The parties anticipate that ANNUITANT will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, attendance at activities of Directed Organizations (as defined below), and attendance at such community events and CITY functions as the Council may direct. Toward that end, ANNUITANT shall be allowed reasonable flexibility in setting ANNUITANT's own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, CITY staff, and members of the community during regular CITY business hours and for the performance of ANNUITANT's duties and of CITY business. However, in no event shall ANNUITANT be required to work more than 960 hours per fiscal year for CITY, including hours worked for other CalPERS Agencies during the 2023-2024 or 2024-2025 fiscal years. The position of Interim City Administrator shall be deemed an exempt position under California wage and hour law.

1.6 Reimbursements. The CITY shall reimburse ANNUITANT for reasonable and necessary travel, subsistence and other business expenses incurred by ANNUITANT in the performance of his duties. All reimbursements shall be subject to and in accordance with California law and applicable CITY reimbursement policies. Further, to the degree it may be specifically directed by the City Council, the Council desires ANNUITANT to be reasonably active in statewide, regional and/or local organizations which the Council deems to be necessary towards maintaining and contributing to the advancement of CITY's interests and standing ("Directed Organizations").

1.7 Other Activity. In accordance with Government Code § 1126, during the period of his employment, ANNUITANT shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6

[Reimbursements]), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of ANNUITANT's duties as Interim City Administrator.

2. Compensation.

2.1 Rate of Pay. For all services performed by ANNUITANT as the Interim City Administrator under this Agreement, CITY shall pay ANNUITANT compensation at the rate of $152.41 per hour according to the current payroll schedule for the City Administrator, paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the parties to compensate ANNUITANT only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations, including but not limited to 7522.56(d), and policy statements. The Rate of Pay is within the established salary range for City Administrator ($152.41 per hour). ANNUITANT acknowledges that ANNUITANT will be compensated at the rate of $152.41 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits or any other form of compensation.

2.1.2 Recordation and Reporting of Hours Worked. ANNUITANT will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, ANNUITANT shall keep CITY continually apprised of any hours worked by ANNUITANT for other CalPERS Agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, ANNUITANT shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3. Vacation and Leave.

3.1 No Leave. ANNUITANT and CITY agree that ANNUITANT, in accordance with Government Code §21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative lease, paid holidays or similar leave benefits.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY **for any reason thirty (30) days after providing written notice to ANNUITANT** of such termination. CITY 's only obligation in the event of such termination will be payment to ANNUITANT of all compensation then due and owing as set forth in Section 2.1 (Rate of Pay) up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to Cal PERS statutory or regulatory requirements.

4.2 By ANNUITANT. This Agreement may be terminated by ANNUITANT for any reason thirty (30) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make ANNUITANT's termination effective at any time prior to the end of such period, provided CITY pays ANNUITANT all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3. No Notice for Expiration. Nothing in this Section 4 (Termination) shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 1.2 (Term).

4.4 Termination Obligations. ANNUITANT agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of ANNUITANT's employment. ANNUITANT's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY during his/her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY' s organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During ANNUITANT’s employment by CITY, ANNUITANT shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following termination, ANNUITANT shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. ANNUITANT's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest.

ANNUITANT represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. ANNUITANT shall operate any vehicle used in connection with the performance of his duties as Interim City Administrator in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in ANNUITANT's file. ANNUITANT agrees to notify CITY in writing of any change in his/her address during his/her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
401 E. Chapman Avenue,
Placentia CA 92870
Attn: Mayor and City Council

Interim City Administrator's Address:
_____
[Deliver to last updated address in personnel file]

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code §810 *et seq.*], CITY will indemnify, defend, and hold ANNUITANT harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring as a result of ANNUITANT's tenure as the CITY's Interim City Administrator.

7.5 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Administrator under any law or ordinance.

7.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of ANNUITANT 's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of ANNUITANT, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to ANNUITANT and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments. This Agreement may not be amended except in a written document signed by ANNUITANT, approved by the City Council and signed by CITY's Mayor.

7.8 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment. ANNUITANT shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to ANNUITANT, assign its rights and obligations hereunder.

7.10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Orange County, State of California.

7.13 Interpretation. This Agreement shall be construed, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives

their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.14 Acknowledgment. ANNUITANT acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and ANNUITANT has signed and executed this Agreement, as of the date first indicated above.

INTERIM CITY ADMINISTRATOR ("ANNUITANT") _____	CITY OF PLACENTIA, A California Charter City and municipal corporation, By: _____ Mayor
	Attest: By: _____ City Clerk
	Approved as to form: By: _____ City Attorney