



PUBLIC WORKS DEPARTMENT

City Hall
2600 Fresno Street, 4th Floor
Fresno CA 93721
Ph. (559) 621-8650
www.fresno.gov

Scott L. Mozier, P. E.
Public Works Director

Delivered Via USPS Certified Mail 7019 2280 0001 8483 4205

April 19, 2023

Elvia Gonzalez
5757 West Ashlan Avenue
Fresno, CA 93722

APN: 511-040-06-S
Project No.: PW00969

RE: OFFER TO PURCHASE
(Gov. Code Sec 7267.1 and 7267.2(a))

Dear Elvia Gonzalez,

The City of Fresno wishes to present an offer to purchase a portion of your property at 5757 West Ashlan Ave., Fresno, APN 511-040-06-S, in easement for the West Ashlan Widening Project. A description of the +/- 4,336 square feet easement needed for this project is attached to the Purchase and Sale Agreement as Exhibit "A" and Exhibit "B".

The City has established \$10,500.00 to be the amount of just compensation for the acquisition of the portion and the City offers to pay the total sum of \$10,500.00 as compensation for the acquisition of the portion. The terms of the payment are shown on Page 1 and Exhibit "C" of the attached Purchase and Sale Agreement.

Due to the City's need to acquire the property, the City will pay for all recording fees, escrow fees, title insurance charges, transfer taxes, reconveyance processing fees (if required by a lender), and the pro rata portion of real property taxes that are allocable to any period after the passage of title or possession to the City.

We would appreciate the opportunity to go over the enclosed documents with you in person. Please let me know when a good day and time would be to do so. I will bring a notary public with me so you will not have to enlist the services of one on your own. If you would rather, we could review them over the phone to ensure you understand the process and the documents. After reviewing the enclosed documents, if everything appears satisfactory, please print and return three **original** signed Agreements for Purchase and Sale, and one signed and notarized Deed of Easement to:

Attn: Joshua Marple
Real Estate
City of Fresno Public Works Dept
2600 Fresno Street, 4th Floor
Fresno, CA 93721

If you have any questions or need additional information, you may contact me at my direct line at 559-621-8700 or joshua.marple@fresno.gov.

Sincerely,



Joshua Marple
Real Property Agent

Enclosures:

- Appraisal Summary Statement
- Appraisal
- Agreement for Purchase and Sale of Real Property
- Deed with Exhibit A
- Pamphlet: Caltrans & You
- Pamphlet: Your Property Your Transportation Project
- Exhibit 2-EX-3, Nondiscrimination Statutes
- Title VI and Other Discrimination Complaint Form

APPRAISAL SUMMARY STATEMENT**BASIC DATA**

PROJECT:	PW00969 / T-6162 West Ashlan Ave Widening	
ASSESSOR'S PARCEL NO. (APN#):	511-040-06-S	
OWNER:	Elvia Gonzalez	
PROPERTY LOCATION:	5757 West Ashlan Ave, Fresno, CA 93722	
APPLICABLE ZONING:	RR	
CURRENT USE OF SUBJECT PROPERTY:	Rural Residential	
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	Multifamily Residential	
DATE OF VALUATION:	10/07/2022	
TOTAL PROPERTY AREA:	± 91,476 square feet	
PROPERTY TO BE ACQUIRED:	ALL []	PART [X]
Type/Number of Easements	1 Easement Acquisition 2,175 SF Prescriptive 2,161 SF	
IMPROVEMENTS TO BE ACQUIRED:	None	

BASIS OF APPRAISAL

The market value for the property to be acquired is based upon an appraisal done by a certified and state-licensed appraiser, which was prepared in accordance with accepted appraisal principles and procedures.

Recent sales of comparable properties, income data, and depreciated replacement costs are utilized as appropriate. Full consideration is given to zoning, development potential, and the income that the subject property is capable of producing. There are three approaches to value:

1. In the Sales Comparison Approach, the appraisers derive a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then by applying adjustments to the sales prices of the comparable. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

VALUATION

Easement Acquisition = 2,175 SF @ \$4.75/SF = \$ 10,331.00

Prescriptive Right of Way = 2,161 SF = 100.00

Total Value Part Taken = \$ 10,431.00

Cost to Cure

Total Cost to Cure = \$ 0.00

Part Taken = \$ 10,431.00

Severance Damages = 0.00

Benefits = (0.00)

Total Compensation = \$ 10,431.00

Adjusted To = \$ 10,500.00

Total Just Compensation for this Acquisition (Rounded) \$ 10,500.00

TEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state laws and has been derived from a formal appraisal prepared by a certified and state-licensed real estate appraiser, which includes supporting sales data and other documentation. The appraisal is hereby confirmed approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

**Project: PW00969
APN#: 511-040-06-S**

**City of Fresno – T-6162 West Ashlan Widening
(Elvia Gonzalez)**

The City of Fresno is proposing to construct a city park at the location.

Your property, located in Fresno, California, is within the project area and identified by your County Assessor as Parcel Numbers 511-040-06-S.

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 requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with 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 which are allocable to any period subsequent to 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 which 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 interests being acquired include is described in the Deeds.
4. The market value of the property being purchased is based upon a market value appraisal which is \$10,500.00 summarized on the attached Appraisal 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 as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being 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 which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Civil Code of Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of \$5,000.00 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 your contract with an appraiser.
 - b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.
 - c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.
 - d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.
 6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.
 7. 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 owners' ability to prove such loss in accordance with the provisions of Section 1263.510 and 1263.520 of the Code of Civil Procedure.
 8. If you ultimately elect to reject this offer for the purchase of 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.
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APPRAISAL REPORT
T-6162: GONZALEZ PROPERTY
5757 W ASHLAN AVENUE
FRESNO, CALIFORNIA 93722



JAMES G. PALMER
APPRAISALS INC.

**APPRAISAL REPORT
T-6162: GONZALEZ PROPERTY
5757 W ASHLAN AVENUE
FRESNO, CALIFORNIA 93722**

**PREPARED FOR
LENNAR HOMES
8080 N. PALM AVENUE, SUITE 110
FRESNO, CALIFORNIA 93711**

**PREPARED BY
JOSHUA J. PALMER
JAMES G. PALMER APPRAISALS, INC.**

**EFFECTIVE DATE OF VALUE
OCTOBER 7, 2022
EFFECTIVE DATE OF APPRAISAL
NOVEMBER 08, 2022**



JAMES G. PALMER
APPRAISALS INC.

1285 W. Shaw
Suite 108
Fresno, CA 93711
T 559.226.5020
F 559.226.5063
jgpinc.com

November 08, 2022

Mr. Walter Diamond, Land Development Manager
Lennar Homes
8080 N. Palm Avenue, Suite 110
Fresno, California 93711

Re: Market Valuation
T-6162: Gonzalez Property
Fresno, California 93722

Dear Mr. Diamond:

At your request and authorization, James G. Palmer Appraisals Inc. has developed and prepared an appraisal report on the above-mentioned real property, more particularly described in the attached report.

The appraisal report has been prepared to comply with the requirements of:

- The Uniform Standards of Professional Appraisal Practice (USPAP) including the Ethics and Competency Provisions as promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- California Eminent Domain law as it applies to appraising properties for public projects;

The 2020-2021 edition of USPAP states that under Standards Rules 2-2, 8-2 and 10-2, each written real property appraisal report must be prepared under one of the following two formats: Appraisal Report [Standards Rules 2-2(a), 8-2(a) and 10.2(a)] or Restricted Use Appraisal Report [Standards Rules 2-2(b), 8-2(b) and 10-2(b)]. In the case of this report, the appraisal is being communicated in an *Appraisal Report* (2-2(a)) format.

The property consists of an update of the above mentioned parcel that is associated with and affected by the Ashlan Avenue Improvement Project for Tract 6162. The location of the property is along the south side of Ashlan Avenue between Polk and Hayes Avenues in Fresno. The purpose of the appraisal was to arrive at an opinion for compensation of a permanent right of way easement across the property and severance damages to the remainder, if any. The value is to be used for acquisition of a permanent easement for road improvements along Ashlan Avenue between Polk and Hayes Avenues. A single "As-Is" value will be reported for the compensation.

The effective date of valuation is as of October 07, 2022. The following value is subject to the value definitions, and limiting conditions as set forth in this report. It may be subject to extraordinary assumptions or hypothetical conditions which will be discussed in the main body of the report. In the opinion of the undersigned, the value of the real property as of the date of value is as follows:

MARKET VALUE AS IS – October 07, 2022

Total Compensation


\$10,500.00


The undersigned hereby certify that they have no present or future intended interest in the property, and that neither the fee nor employment for this assignment was contingent upon the value reported herein. It is also the opinion of the undersigned that the subject has no significant natural, cultural, recreational or historic value. This letter must remain attached to the report in order for the value opinion set forth to be considered valid.

This appraisal is only valid for the purpose for which it is intended. It is invalid for a third party use or to establish a sales price for limited partners or syndication. Please note that I have provided services for this property within the past three years. Unless prior arrangements have been made with the appraiser, the right to photocopy all or part of this appraisal is strictly prohibited.

Thank you for this opportunity of serving you.

Sincerely,


Joshua J. Palmer
Certified General Real Estate Appraiser
California License 3002843
Expiration: December 22, 2022


Gregg J. Palmer, MAI
Certified General Real Estate Appraiser
California License AG002880
Expiration: April 24, 2024

JJP: 9768D

PROPERTY DESCRIPTION

Property Name	Gonzalez Parcel
Address	5757 W Ashlan Avenue
City, State, Zip	Fresno, California 93722
County	Fresno
MSA	Fresno County
Property Type	Improved Rural Residential

Site Description

Site Area	2.10 Acres
Road Frontage (LF)	145' – SS Ashlan Ave
Orientation	Interior
Shape	Rectangular
Zoning	RR
Description	Rural Residential
Flood Zone	Zone X – FEMA #06019C1545

Improvement Description

Building Area	Not Available
Year Built	New Construction
Quality	Average
Condition	Good
Market Class	Class "D"
Construction Type	Wood Frame / Stucco

Real Estate Tax Data

Assessor Parcel Number(s)	511-040-06S
Total Assessed Value	\$170,042.00
Real Estate Taxes	\$ 2,133.00

MARKET BOUNDARIES

North	Shaw Avenue
South	Shields Avenue
East	Blythe Avenue
West	Grantland Avenue

HIGHEST & BEST USE

Land as Vacant	Future Multifamily
Property as Improved	Multifamily

PROPERTY VALUATION

Valuation Type	Fee Simple
Sales Comparison Approach	\$10,500.00
Cost Approach	Inapplicable
Income Capitalization Approach	Inapplicable
Final Opinion of Compensation	\$10,500.00

APPRAISAL DATES

Inspection Date	October 07, 2022
Report Date	November 08, 2022
Date of Valuation	October 07, 2022
Exposure Time	12 Months

APPRAISAL REPORT

I. Purpose of Appraisal:

The purpose of the appraisal is outlined in the covering letter. The definition of "market value" is:

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, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. California Code of Civil Procedure 1263.320*

II. Property Right Appraised:

The property right is the fee simple estate. The definition is as follows:

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." (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

Perpetual Easements:

"An easement that lasts forever (Also known as a permanent easement)." (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

Easements by Prescription:

"The right to use another's land, which is established by exercising this right openly, hostilely and continuously over a statutory period of time." (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

Partial Interests:

"Divided or undivided rights in real estate that represent less than the whole." (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

Larger Parcel:

"In governmental land acquisitions, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in the regard 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. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.." (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

III. Function of Appraisal:

The appraisal is to be used by Lennar Homes and/or their assignees for acquisition and compensation of a right of way easement on a portion of the subject parcel situated along the south side of Ashlan Avenue between Polk and Hayes Avenues in the county of Fresno. The date of value is October 07, 2022. The purpose of the easement is for road improvements along Ashlan Avenue between Polk and Hayes.

IV. Extraordinary Assumptions:

In the preparation of the report, various documents were used as obtained from the client, property owner and public records. The records used include but are not limited to site and building plans, legal descriptions, site sizes, assessment records, leases and building areas. While every effort is made to assure the accuracy of these documents, no guarantee is made as to their accuracy or correctness. It is assumed that these documents are accurate, true and correct as they are considered in the preparation of the report.

The Building improvements are outside of the area of acquisition. It is an extraordinary assumption that the acquisition does not impact the integrity or use of the building improvements nor is there any adverse impact to their contributory value to the property.

V. Hypothetical Conditions:

The value reported herein is subject to the following hypothetical conditions:

- a. "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: 1) the project for which the property is taken; 2) the eminent domain proceeding in which the property is taken; and 3) any preliminary actions of the plaintiff relating to the taking of the property." [*California Code of Civil Procedure, Section 1263.330*]
- b. For California eminent domain projects, the fair market value of the property in the after condition recognizing the project as completed is a hypothetical condition, as the project does not currently exist, but it must be analyzed as such in order to consider potential severance damages and benefits as compensable under California law.

VI. Scope of Appraisal:

The data contained in this report was obtained from a variety of sources, is considered reliable, and has been utilized to document the valuation conclusions.

The client is Lennar Homes. The intended users are Lennar Homes as well as their appointees, who will use the appraisal to compensate the property owner for an acquisition of a permanent easement on a portion of their property for road improvements along Ashlan Avenue between Polk and Hayes Avenues in the county of Fresno. The type of value is set forth and defined in Section I of this appraisal report. The effective date of value is October 07, 2022. There is 1 parcels included in the appraisal. The valuation method will be explained in the valuation section of this report.

The purpose of the appraisal was to arrive at an opinion of the market value of the fee simple title to the land and severance damages to the remainder, if any. The value is to be used for acquisition of a permanent easement on the land for road improvements along Ashlan Avenue between Polk and Hayes Avenues in the county of Fresno.

In valuing the project, all three traditional approaches to value will be considered. These include the Sales Comparison, Cost, and Income Capitalization Approaches. In this instance, the Sales Comparison will be the sole method of valuation of the property as vacant due to the use. The Cost Approach and Income Capitalization Approach will not be used in the valuation process.

In the Sales Comparison Approach, an opinion of value will be provided through an analysis of similar properties that have been sold throughout similar areas. The search for data was generally restricted to sales of properties having similar physical attributes. A search of sales was performed from a variety of sources including brokerage firms, MLS, Costar and county assessor records.

Due to the nature of this report, the Cost Approach will not be used. The exclusion of this valuation method will not adversely impact the credibility of the value reported herein.

The final method of valuation used is the Income Capitalization Approach. This approach to value is not included. The property is being valued based on the land only. Due to the nature of this report, this approach is excluded. The exclusion of this valuation method will not adversely impact the credibility of the value reported herein.

In summary, the appraisal assignment is to provide a market valuation to establish compensation for the acquisition of a permanent easement on a portion of the subject along the south side of Ashlan Avenue between Polk and Hayes Avenues. The intended use is to assist the client in the valuation to establish compensation for the easement. The client is Lennar Homes and intended users are Lennar Homes and/or their appointees. The following sections of this report will outline and describe in detail the area, site, building improvements, and methods of valuation used to provide an opinion of value of the property.

VII. Addresses:

5757 W Ashlan Avenue | Fresno, California 93722

VIII. Assessor Parcel Numbers:

APN 511-040-06S, County of Fresno, State of California.

IX. Legal Description:

Entire Parcel:

The property is identified as a 2.10 acre portion in the northwest ¼ of the northwest ¼ of Section 22, Township 13 south, Range 19 east, M.D.B.&M., County of Fresno records, State of California,

Proposed Acquisition:

Please refer to the engineer's description at the end of this section.

X. Ownership:

Records of the County Assessor show title to the property to be vested in the name(s) of: Elvia Gonzalez

XI. Map Designations:

Census Tract:	38.10
Seismic Zone:	Not in Alquist-Priolo study zone
Flood Hazard Area:	Zone X: 06019C1545H

XII. Property History:

The property is improved to an average quality single-family residence in good condition. The home consists of new construction and the square footage was unavailable at the time of the appraisal. The building improvements are located on a single 2.10 acre parcel of land.

The subject has been involved in one market transaction over the last 3 years. The property was transferred in August of 2019 from Miguel Torres to Elvia Gonzalez for \$165,000 under document 85975.

XIII. Assessed Value:

In 1978, California voters passed Proposition 13, which was also known as the Jarvis-Gann Initiative. This proposition was predominantly designed to decrease the tax burden on individual property owners and to restrict the increase in property value assessments to a maximum of 2% per year. Beginning in 1981/82, all real property in the State of California was assessed at its full cash value. Full cash value is equal to the market value as determined by the appraisal staff of the County Assessor's office. Under Proposition 13, all assessments were rolled back to their 1975/76 levels and this became the new

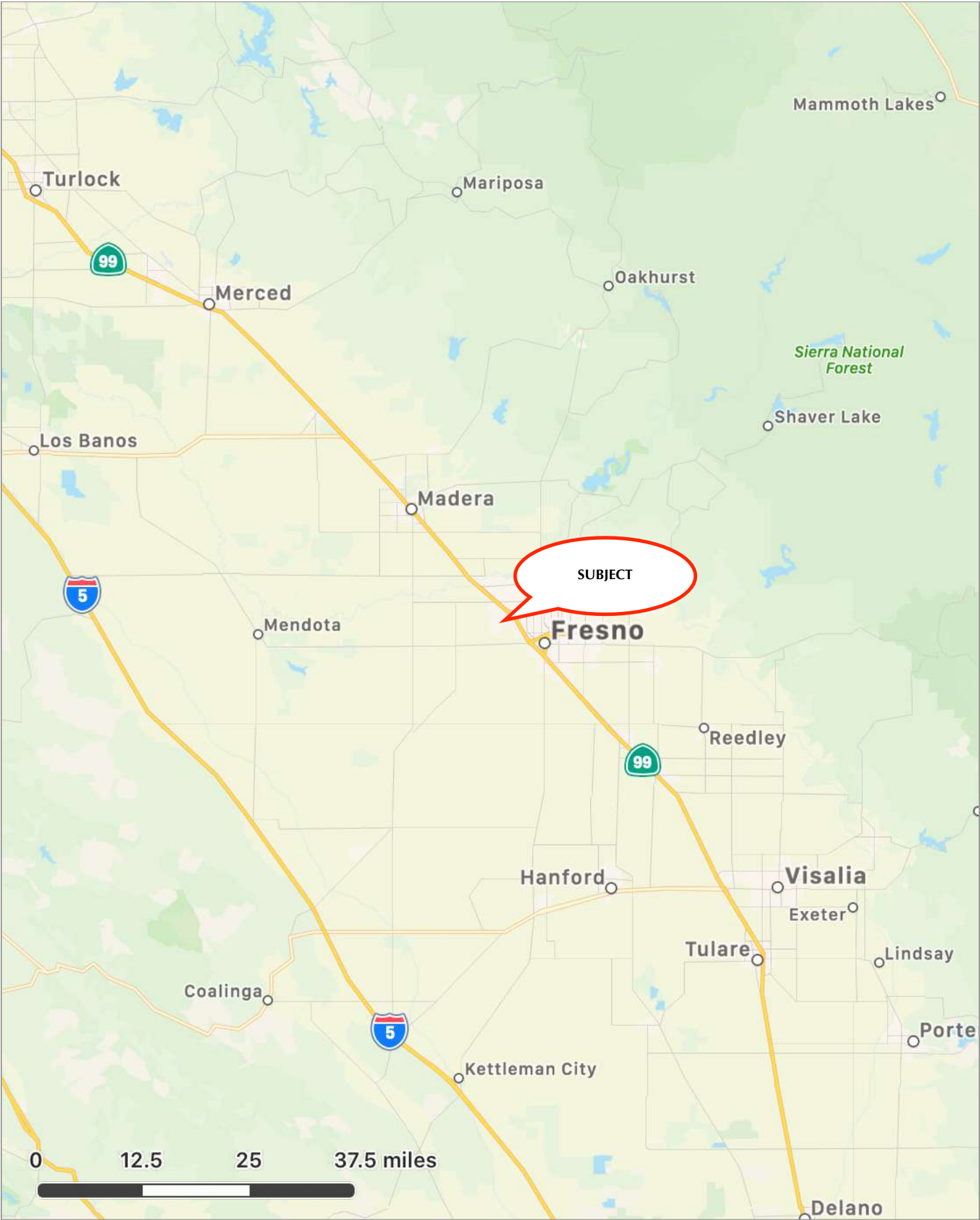
tax basis. Re-assessment is only allowed when a property is sold or substantially changed or modified. The predominant tax rate is based upon 1% of the assessed value, plus any local county, city, or special district bonds. The annual property taxes are calculated by applying the tax rate for the area to the total assessed value of the property, including land, improvements, and personal property items.

Proposition 13 was initially designed to protect elderly property owners who are on fixed incomes and assure them that their property would not be assessed at a rate which exceeded the ability to pay taxes. The following is a breakdown of the assessments for the properties.

APN	Total Value	Improvements	Land	RE Taxes
511-040-06S	\$170,042.00	\$6,183.00	\$163,859.00	\$2,133.00

This type of unique tax system has caused a couple of interesting phenomenon in the California real estate market. In the first instance, since assessments are only allowed to increase by a maximum of 2% per year, actual market appreciation often exceeds the increase in the assessed value. When a property transfer does occur, it is reassessed and, therefore, a tremendous increase in property taxes typically occurs. This situation also leads to a second interesting phenomenon. Due to the fact that a full cash value assessment can only occur after a transfer of ownership, taxes can vary greatly from property-to-property in the same neighborhood and on similar property types. Thus, when appraising property in the State of California, it is important to be sensitive to the Proposition 13 restrictions and re-analyze the taxes assuming that a transfer of the property was to occur. There are no real estate taxes as a public agency owns the property.

REGIONAL MAP



XIV.

Regional Description:

Introduction

The primary purpose in analyzing the region is to convey an understanding of the primary forces that influence value. This analysis is particularly useful in providing a background for the various value influences on the subject property, as well as forecasting possible future trends in property value and use. In general, the four factors that influence value can be summarized into four categories:

- ❖ Environmental Forces
- ❖ Social Forces
- ❖ Economic Forces
- ❖ Government Forces

Environment forces or “physical factors” are the natural and man-made features which affect the subject property and the surrounding area that it is located.

Social forces primarily influence property values through various population characteristics. It is very important to analyze an area’s population with respect to growth and decline, standards and requirements, as well as moral factors.

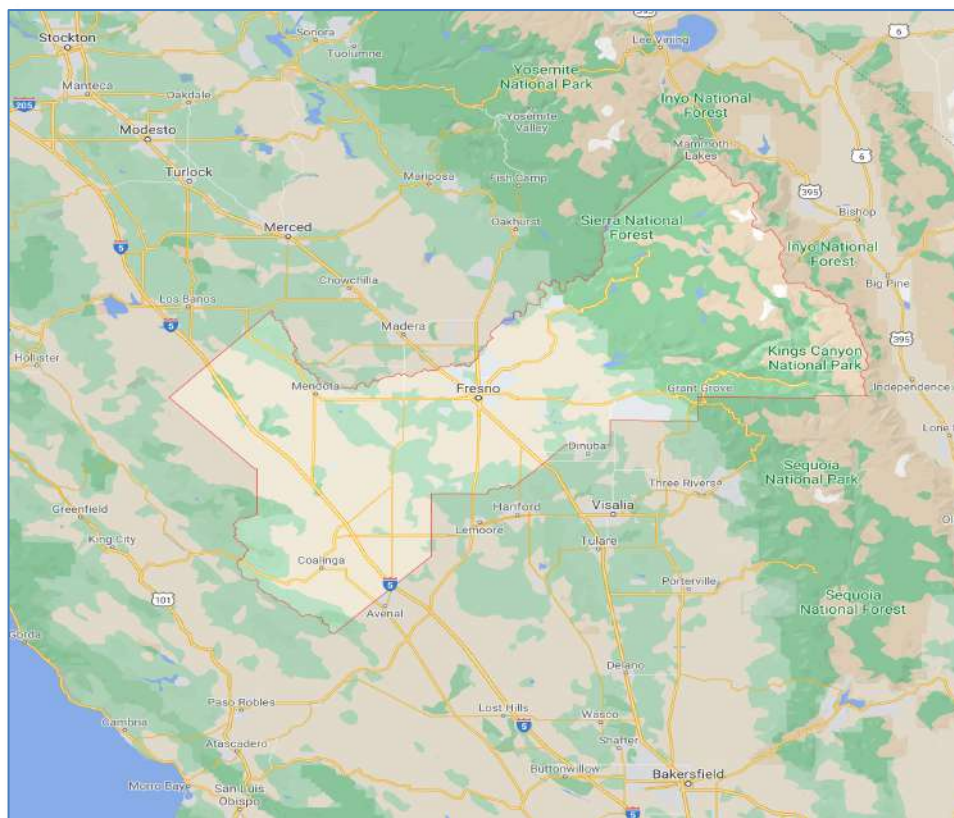
Economic forces tend to affect property values based upon the overall financial strength and viability of the region where the subject is located. When considering environmental forces, factors such as supply and demand, employment, expansion and economic base are considered.

Government forces can also have a great impact on property values through development policies, political climates, public services, and various other laws and restrictions.

It is important to analyze each of these four forces, as well as their associated characteristics, in order that a determination may be made as to specific impacts or influences on property values.

Fresno County - Geographic

The community of Fresno is situated adjacent to the Sierra Nevada Mountains wherein is situated Yosemite National park, Kings Canyon National Park, and Sequoia National Park. All are within driving distance of less than 2 hours. In addition to these parks, the adjacent Sierra Nevada Mountains and their numerous lakes provide recreation for many families. The following map depicts the location of the county within the State of California.



The property is located in the County of Fresno, State of California. Fresno County is the sixth largest county in the State of California. The City of Fresno is the county seat and is the metropolitan trade area for the entire county. Most of the county offices are located in the downtown district, with branch offices located throughout the county.

Fresno County contains approximately 6,000 square miles and is in the central sector of the State. It borders the counties of Tulare and Kings on the south,

Monterey on the west, Madera, Merced and Mariposa on the north and Inyo on the east. The elevation varies from approximately 300' on the valley floor to 14,000' in the Sierra Nevada Mountain range.

The climate in the Fresno area is considered to be mild, ranging from a yearly average minimum of 49.9° to an average maximum of 76.2°, with an annual precipitation of 9.86", which comes principally during the months of November through April. Winters are generally mild with prevailing sunny weather. The summers are hot with temperatures ranging between 80° and 110°.

Fresno County - Social

Fresno County contains approximately 6,000 square miles and lies between the Sierra Nevada Mountains on the east and the Diablo Mountain Range on the west. Within the county are 15 incorporated cities and 11 unincorporated communities.

According to the Department of Finance, Fresno County had a 2017 population of approximately 993,773 and has increased to 1,011,273 as of January 2022. This represents a 1.71% increase since 2017. This equates to approximately 0.34% per year, which is typical for the county. The following chart depicts population figures for the county:

AREA	2017	2018	2019	2020	2021	2022
Clovis	110,277	113,501	116,609	119,175	121,667	123,665
Coalinga	16,793	16,516	16,944	17,199	17,520	17,277
Firebaugh	7,886	7,893	7,980	7,981	8,164	8,439
Fowler	6,096	6,161	6,220	6,454	6,863	6,962
Fresno	531,440	536,593	542,012	545,769	542,720	543,660
Huron	7,256	7,281	7,302	7,299	6,176	6,170
Kerman	14,967	15,335	15,767	15,950	16,074	16,639
Kingsburg	12,181	12,397	12,551	12,883	12,533	12,506
Mendota	11,789	12,201	12,278	12,514	12,499	12,440
Orange Cove	9,391	9,443	9,460	9,456	9,553	9,497
Parlier	15,410	15,460	15,658	15,890	14,553	14,497
Reedley	25,496	25,797	25,873	25,917	24,929	24,982
Sanger	26,100	26,418	27,005	27,185	26,558	26,304
San Joaquin	4,098	4,124	4,144	4,142	3,674	3,639
Selma	24,287	24,327	24,402	24,436	24,702	24,522
BALANCE OF COUNTY	170,306	170,813	170,990	171,108	161,046	160,074
INCORPORATED	823,467	833,447	844,205	852,250	848,185	851,199
COUNTY TOTAL	993,773	1,004,260	1,015,195	1,023,358	1,009,231	1,011,273

Source: California Department of Finance

Most recreation and tourism revenue is obtained from proximity to Yosemite, Sequoia, and Kings Canyon National Parks in the Sierra Nevada Mountain Range. All are located within a 2-hour drive from Fresno.

Fresno County - Economic

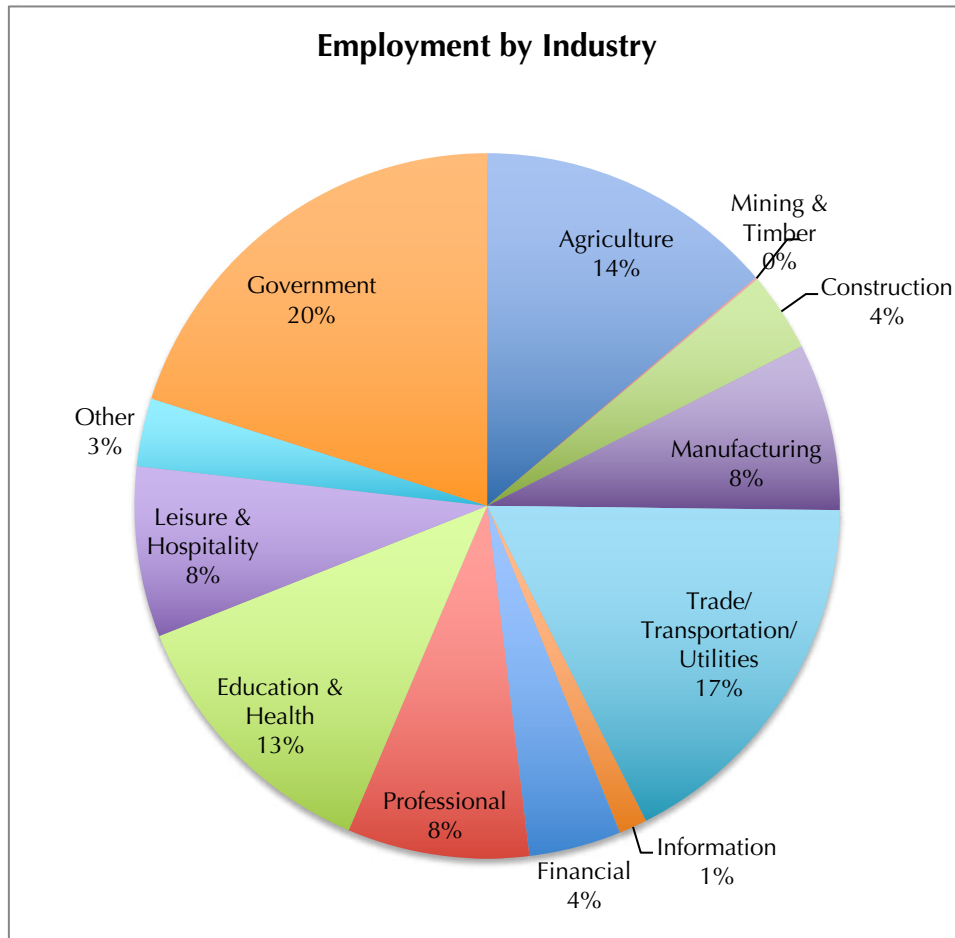
Economic forces tend to relate to the overall financial strength and condition of the region and city. It is important to consider such factors since they have a direct impact on development, affordability and employment.

The economic base of Fresno County is predominantly agriculturally oriented since Fresno County is the number one agriculture-producing county in the United States. Almonds, grapes, pistachios, poultry, milk, cattle, garlic, tomatoes, oranges and peaches are among the largest income producers and helped produce a gross farm income of \$7.98 billion in 2020, a 2.86% increase from 2019's production value. Industry related to agriculture, wholesale distribution, recreation, and tourism are the other components of the stable Fresno economy.

Industries related to agriculture include processing of fresh fruit, nuts and citrus. Farm machinery products, implements, and irrigation pumps are manufactured, along with wine, fertilizers, insecticides, sheet and bottle glass.

While the government tends to be the largest single employer in the City and County of Fresno, there are also a number of private sector employers as well. Major employers in the private sector include Save Mart supermarkets, AT&T, PG&E, Community Hospital, Children's Hospital of Central California, Kaiser, and the Fresno Co. Equal Opportunities Commission. When combined, public and private sector employers account for a significant number of jobs within the City of Fresno as well as the County of Fresno.

Although agriculture serves as the primary economic base, there are a number of other industries that make large contributions to the economic base. The following chart outlines the various market segments that are occupied by the major industries in the county:



The above chart clearly shows that agriculture is a major employment sector in the county. However, government, education and health and trade are the three other major industries in the county. Combined with agriculture, these four industries occupy approximately 64% of all employment sectors in the county.

The unemployment rate in Fresno Co. was 9.9% as of March 2021. This was about the same as the prior month as well as the overall unemployment rate for the same period in 2019. The high unemployment is directly related to the mandatory state lockdowns resulting from COVID-19. In addition, the number of persons dropping out of the workforce has also impacted the calculation of the unemployment rates. The following chart outlines average unemployment rates since 2016 and into 2021.

PERIOD	RATE
2017	8.5%
2018	7.6%
2019	7.2%
2020	8.1%
2021	9.2%
Jan 2022	8.1%
Feb 2022	7.7%
Mar 2022	6.9%
Apr 2022	6.1%
May 2022	5.3%
June 2022	5.9%

Unemployment rates have ranged from approximately 6% to 19% since 2008, with the average unemployment rate of 9.2% for 2021. This represents an approximate increase of 1.1% since the previous year. The increase in unemployment can be attributed to changes in economic conditions in the local, state and national economies as well as a decline in the labor force. The unemployment rate has fluctuated from approximately 5.9% to 10% throughout the past year and it is expected that the unemployment rate will continue to fluctuate due to economic uncertainties. In recent months, the unemployment rate spiked substantially related solely to the State lockdown and the COVID-19 pandemic.

Apart from agriculture, education, medical and government account for the other primary employment sectors in the region. The total labor force within the area is 452,365, a 1.03% increase over the same period in 2021. A listing of major private sector employers in the county is as follows:

EMPLOYER	INDUSTRY	EMPLOYEES
Community Medical Center	Healthcare	5,836
Saint Agnes	Healthcare	2,818
Children's Hospital	Healthcare	3,500
Kaiser Medical Center	Healthcare	2,696
Ruiz Food Products	Food Processing	2,500
Clovis Community	Healthcare	1,667
Alorica	Insurance	1,300
Quinn Group, Inc.	Equipment	1,178
Foster Farms	Poultry	1,100
AT&T	Communications	1,000

Fresno County - Transportation

State Highway 99 is north/south freeway providing vehicular highway routes to the inland valley towns. This freeway carries large volumes of private and public commercial traffic. Railroad transportation within Fresno County consists of both the Union Pacific Railroad and the Burlington Northern -Santa Fe Railroad. These railroads provide freight service to northern and southern California. Amtrak provides limited passenger service from Fresno to both Los Angeles and the San Francisco Bay area. Commercial air transportation within Fresno County is located at the Fresno Yosemite Air Terminal. Several large carriers, as well as several small commuter airlines provide service. These airlines provide both passenger and freight service.

Fresno County - Government

The government in Fresno County consists of 5 supervisory districts with one supervisor elected from each district, and a county administrative officer who is responsible to the Board of Supervisors. The board elects its own chair and vice chair on a rotating basis.

City of Fresno

The City of Fresno is located in the central San Joaquin Valley and is located in the center of the State of California, approximately 180 miles south of the San Francisco Bay Area and 220 miles north of the Los Angeles metropolitan area.

The City is situated in the northeast sector of Fresno County. Fresno was incorporated in 1885 and has since grown to encompass approximately 72 square miles. It shares a common boundary with the City of Clovis at Willow Avenue. Fresno is primarily accessible from Highway 99, which extends through its boundaries.

Population

As of January 2022, Fresno had a population of 543,660. The following shows the historical growth rate for the community in comparison to the City and County of Fresno as well as the State of California.

AREA	2017	2018	2019	2020	2021	2022
Clovis	110,277	113,501	116,609	119,175	121,667	123,665
Fresno	531,440	536,593	542,012	545,769	542,720	543,660
COUNTY TOTAL	993,773	1,004,260	1,015,195	1,023,358	1,009,231	1,011,273

The city's population has grown at an average rate of 0.46% annually since 2017. These figures are lower in comparison with neighboring Clovis, however, higher than that of the County. Fresno has grown at a rate that is above the general growth of the state.

According to the Fresno County Council of Governments, the population within the county is expected to grow at a rate of 2.35% per year through 2025, which is well above the historic growth patterns. While growth has slowed within the community, it is expected that the community will remain consistent with the County and is expected to continue to outpace the County as well as the state of California.

Employment

The total labor force in the community is approximately 234,950. Most of the people work within the greater Fresno/ Clovis region. As of June 2022, the unemployment rate within the community was 4.7%. This was an increase over the prior month (May 2022 @ 3.7%), which was primarily due to changes in seasonal agricultural employment and restrictions related to COVID-19.

Jobs within the community are concentrated within the education and retail industries. The top employers within the city are as follows:

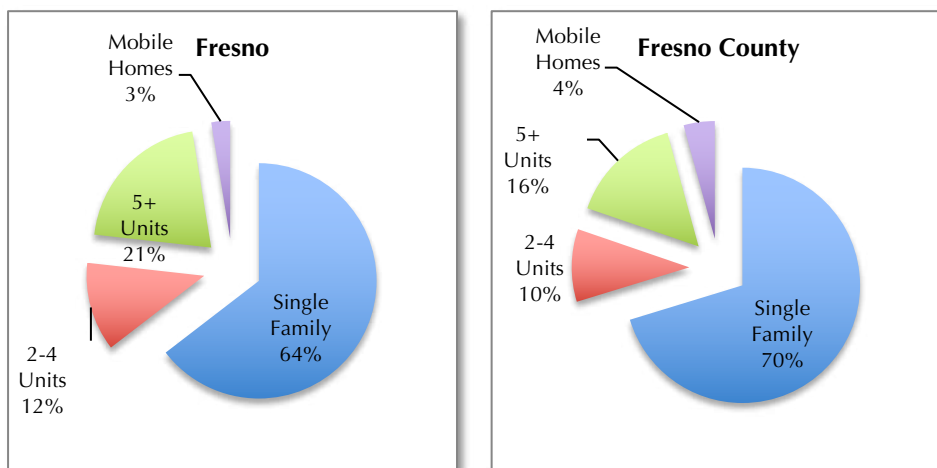
Ranking	Company	Description	Employees
1	Community Medical Centers	Healthcare	5,327
2	City of Fresno	Government	4,142
3	Kaiser Permanente	Healthcare	2,542
4	St. Agnes	Healthcare	2,192
5	Golden Living	Healthcare	2,000
6	CSUF	Education	1,719
7	State Center Community College	Education	1,193
8	Fresno County EOC	Government	1,114
9	AT&T	Communications	1,000

Median household income in Fresno is below that of Fresno County in terms of both absolute income as well as income gains. Fresno’s median income rose approximately 81% between 2000 and 2022 indicating an annual increase of 3.8%, which was almost equal to that of Fresno County. The income growth in the County and City were slightly below that of the State.

Median Household Income			
Area	2000	2022	Annual Change
Fresno	\$32,236	\$58,121	3.8%
Fresno County	\$34,930	\$63,121	3.8%
California	\$46,802	\$78,672	3.2%

Housing

Fresno has a mixture of old and new housing within the community. Approximately 64% of the total are attached and detached single-family housing units, which is slightly less than the county average.

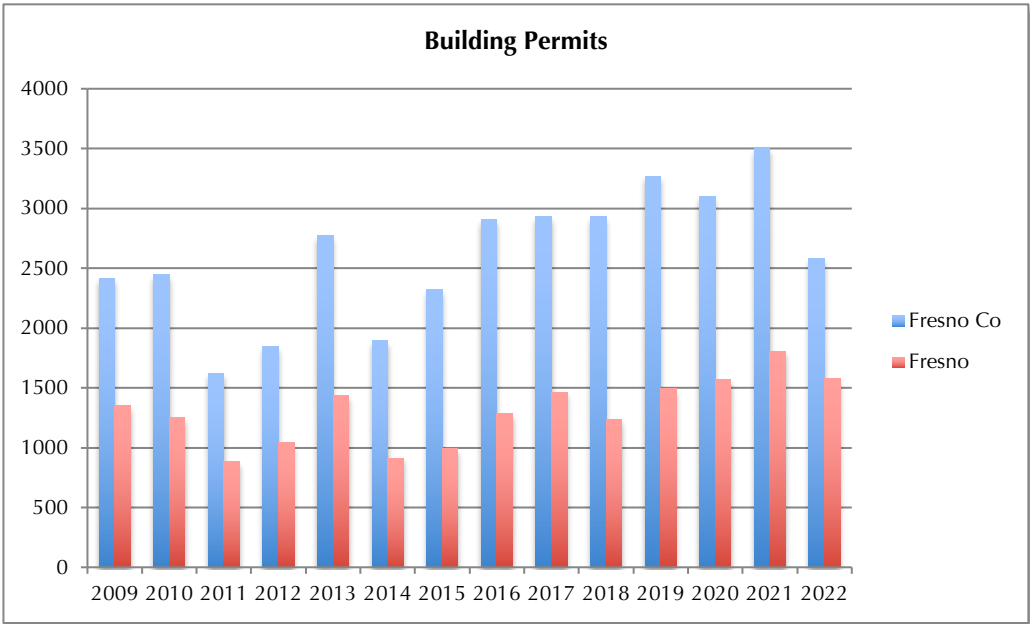


Approximately 68% of housing in Fresno is owner-occupied, while the balance is renter occupied. Residential development in the community has been consistent over the past 5 to 10 years as evidenced by the population growth.

According to the State Department of Finance, Fresno had a total of 186,993 housing units as of January 2022. Since 2010, the community has added 17,278 housing units reflecting an 10.18% overall gain. This gain was slightly

above that of the county, which experienced an approximate 9.90% gain during the same period.

Construction within the community was relatively high in comparison to Fresno County as well as the State of California. The following graph summarizes residential building permit activity since 2007.



As evidenced by the above chart, construction activity increased substantially in both the City and County since 2014. Additionally, both Fresno and Fresno County experienced the spike in building activity experienced by the State between 2004 and 2005. While the State began experiencing a decline in construction in 2006, activity in the County and City remained consistent. Strong declines occurred in 2007, 2008 and 2009 and again in 2013 and 2020. The city and county of Fresno remained fairly level between 2011 & 2015 while the state of California experienced an increase in construction activity during the same period. Improvements in construction activity are evident in 2013 and again in 2018 and 2021. While activity in the county has remained somewhat level, activity within the City has continued to increase. 2022 is on trend to continue in line with 2021.

Transportation

Highway 99 is the primary State Highway serving the community. Highway 99 extends in a diagonal direction through the City providing access through the central portion of the State of California. Other highways that serve the community include Highways 41, 180 & 168. Highway 41 extends in a north direction through the City and up to Yosemite National Park. Yosemite National Park is an approximate 1.5 hours' drive from Fresno.

The community also maintains a local transit system, Fresno Area Express or (FAX). Amtrak service is also available in the City of Fresno.

One major airport serves the area. This includes Fresno Yosemite International, which is located at the junction of Clovis and McKinley Avenues about 3 miles south of the city limits. A smaller airport, Chandler, also provides service for general aviation.

Utilities & Services

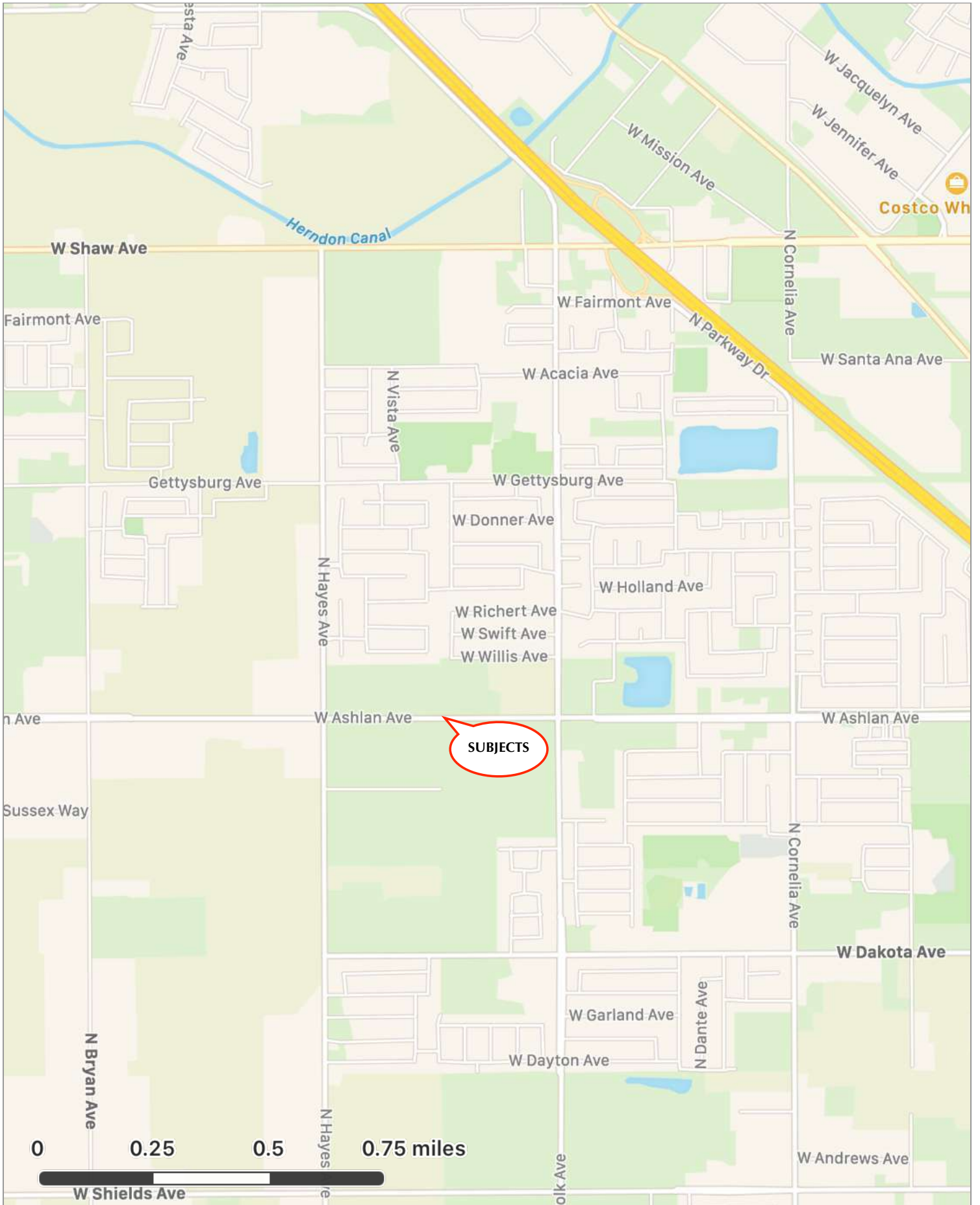
Fresno has all primary utilities and services available. The following is a listing of services and utilities and their respective providers.

Service	Provider
Police	City of Fresno
Fire	City of Fresno
Electricity	Pacific Gas & Electric Company
Natural Gas	Pacific Gas & Electric Company
Water	City of Fresno
Sewage Treatment	City of Fresno
Garbage & Recycling	City of Fresno
Telephone	AT&T
Television & Broadband	AT&T, Comcast, Xfinity

Summary

The community of Fresno has experienced consistent growth for several years and has grown at a rate of approximately 0.46% annually since 2017, below that of the City of Clovis but slightly above the County. Most of the labor force works within either the City of Fresno or Clovis for employment. Construction has slowed in recent years due to local, state and national economic conditions. It is not anticipated that there will be any major changes within the community in the foreseeable future.

NEIGHBORHOOD MAP



XII. Neighborhood Description:

The area is generally located situated in the central west portion of the City of Fresno. The property is situated along Ashlan Avenue between Polk and Hayes Avenues. The neighborhood is such that much of the property in the surrounding area are residential and rural in nature. North of the subjects are residential subdivisions followed by Highway 99 and industrial area just north of the Highway. South consists of rural residential and agricultural properties followed by residential subdivisions. West of the subject are rural residential developments and agricultural development. East is a mixture of rural residential properties, residential development and with commercial development followed by industrial development. The following is a general breakdown and description of the neighborhood (Zip 93722).

Neighborhood Characteristics				
Location	Urban			
Built Up	70%			
Dominant Land Use	Residential			
Change in Present Land Use	None Expected			
Property Values	Stable			
Median Home Price	\$296,876			
Median Income	\$68,384			
Population	86,785			
Demand/ Supply	Balance			
Dominant Occupancy	Owner Occupied			
Overall Rating	Good	Average	Fair	Poor
Adequacy of Shopping		X		
Adequacy of Utilities		X		
Employment Opportunities		X		
Police & Fire Protection		X		
Recreational Facilities		X		
Compatibility		X		
Protection Adverse Conditions		X		
General Appearance of Properties		X		
Appeal to Market		X		
Public Transportation		X		
Employment Centers		X		
Freeway Access		X		

PLAT MAP

511-04

Tax Rate Area
062-021

POR. SEC. 22, T. 13S., R. 19 E., M.D.B. & M.

NOTE ---
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.

Bk.
510

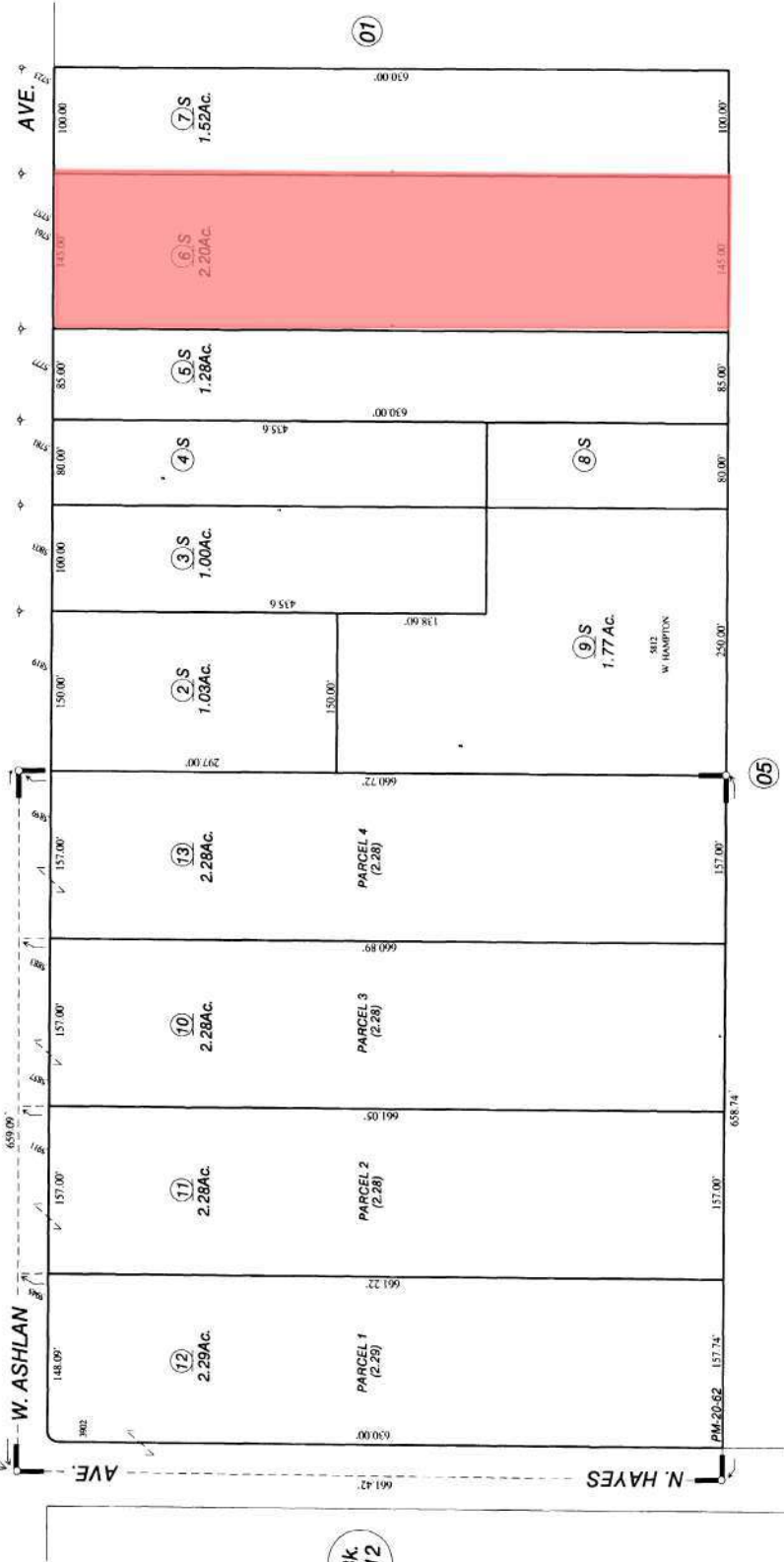
NW COR. SEC. 22

W. ASHLAN

AVE

AVE

1" = 100'



Parcel Map No. 3010 - Bk. 20, Pg. 62

Assessor's Map Bk. 511 - Pg. 04
County of Fresno, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.

04-04-2007

XVI. Site Description:

The property consists of a single parcel of land making a 2.10 acre site in the County of Fresno. The following is a description of the site and its physical characteristics.

Location:

The property is located in the County of Fresno in near proximity to the western line of the City of Fresno. The subject is more specifically situated along the south side of Ashlan Avenue, between Polk and Hayes Avenues.

Size & Shape:

The property consists of a single parcel of land. The parcel make up a singular, rectangular shaped site having 2.10 acres. It has an interior orientation. The site has approximately 145' of frontage along the south side of Ashlan Avenue.

Zoning:

The land is zoned **Rural Residential** by the County of Fresno. Under this zoning, the site can be developed to a rural homesite. The subject is also located within the Sphere of Influence of the City of Fresno. The subject is designated for Medium Density Single-Family Residential development in the City of Fresno General Plan. This designation is most often associated with single-family subdivision development. The land and development are considered legal and conforming to the basic zoning standards.

Utilities:

All of the usual public and municipal utilities and services are available to the property. These services and providers include the following:

Service	Provider
Water/ Sewer/ Trash	Pump & Well/ Septic/ Private
Police & Fire	County of Fresno
Electricity	PG&E

Service	Provider
Natural Gas	Propane
Cable Television	Comcast, Dish Network, Direct TV
Telephone Service	ATT
Broadband	AT&T, Comcast

Topography & Drainage:

The property is generally level slightly above street grade. The site is outside of the floodplain and there is natural drainage and runoff.

Soils Conditions:

A soils study was unavailable as of the date of appraisal. Soils within the area are considered to be suitable for building purposes. The soils consists of 100% San Joaquin Loam Class IV.

Easements & CC&R's:

A title report was not provided at the time of the Appraisal. It is assumed that any existing easements will not negatively impact the takings for road improvements project. For purposes of this appraisal, it is assumed that the easements have no adverse impact on the subject property or the road widening project.

Streets:

The parcel has frontage along the south side of Ashlan Avenue which provides access to the subject.

Access and Exposure:

Access and exposure are considered average at the present time due to its interior orientation and frontage along Ashlan Avenue.

Offsite Improvements:

Ashlan Avenue is an asphalt paved street shared by the City and County of Fresno. There are no curbs, gutters or sidewalks along the frontage lines of the property. All utilities including water, sewer, electrical and phone and internet are in near proximity to the subject but require

extension.

Building Improvements:

The property is improved to an average quality single-family residence in good condition. The home consists of new construction and the square footage and details about interior of the house were unavailable at the time of the sale. The construction consisted of wood frame and stucco construction with a composite shingle roof. The main building improvements are not impacted by the project. All building improvements are located outside of the area acquisition. No further discussion or analysis is necessary.

Environmental Conditions:

Toxic or Hazardous Waste:

No Phase I or Phase II environmental site assessments were furnished or available at the time of inspection or reviewed in conjunction with the appraisal assignment. As of the date of appraisal, the appraisers have no knowledge of hazardous materials on the property and are not to be considered experts in this field. Any further inquiries as to hazardous waste on the property should be directed to knowledgeable and experienced individuals. If any such materials are discovered, it may have a negative affect on the overall value as reported herein.

Seismic Hazard:

The property is not within a special study zone as determined by the Alquist-Priolo Earthquake Fault Zoning Act.

Flood Hazard:

The property is within Special Flood Hazard Zone X; defined by FEMA, as per panel #06019C1545H. Flood Zone X is defined as "*Areas of minimal flooding.*" Any other flooding situations have been corrected by upstream damming and flood control basins.

Wetlands:

The property is not within an apparent wetlands area.

Summary:

In summary, the site consists of a single parcel of land making a rectangular shaped site in Fresno County near the west side of the City of Fresno. The property is improved with an average quality rural residence. It is zoned for rural residential uses by the City of Fresno.

XVII. Highest and Best Use:

In the valuation of the subject property, consideration has been given to its highest and best use also known as the most probable use. The highest and best use analysis involved a study of the present use of the property, uses of surrounding properties, and zoning availability for the subject. "Highest and best use" may be defined as follows:

Highest and Best Use:

The reasonably probable and legal use of vacant land or an improved property, which 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 legal permissibility, physical possibility, financial feasibility, and maximum profitability. (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

Highest and Best Use of Land or a Site as Though Vacant:

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

Highest and Best Use of Property as Improved:

The use that should be made of a property, as it exists. An existing property should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (The Dictionary of Real Estate Appraisal, Fifth Edition, pub. 2010)

In order to ascertain the highest and best use of a piece of property, including the land as if vacant and the property as improved; the use must meet four criteria. The criteria that must be met for the highest and best use include a use, which must be physically possible, legally permissible, maximally productive, and financially feasible.

As discussed throughout the appraisal, the property consists of a single parcel of land, making a single site, located in the County of Fresno. The property is improved with a rural residence.

Legal Permissibility:

The land is zoned **Rural Residential** by the County of Fresno. Under this zoning, the site can be developed to rural residential uses.

The land is also within the Sphere of Influence of the City of Fresno. The subject is designated for Medium Density Single-Family Residential development in the City of Fresno General Plan. This designation is most often associated with single-family subdivision development.

The present use is considered a legal and conforming use and is an interim use until demand warrants further development.

Under the current zoning rural residential development is legally permissible.

Physical Possibility:

The second factor given consideration is which type of development is physically possible on the property. The site contains 2.10 acres per the assessor's parcel map. It is similar in size, shape and configuration when compared to other properties in the area. Development is physically possible on the site.

Financial Feasibility:

The third factor considered is one of financial feasibility. The property is situated in an area that is undergoing a transition from rural to urban uses. Economic conditions are considered stable at the present time and it appears that there is adequate demand for additional units into the market. It is expected that a multifamily development would be the most financially feasible use for the subject when demand warrants.

Maximum Productivity:

The final factor given consideration is which type of use is the maximum productive use of the site. The property is situated in an area that is undergoing a transition from rural to urban uses. The neighborhood consists of both older rural residential development as well as newer single and multi-family development with some commercial uses to the east. Due to the neighborhood orientation of the subject, zoning designation, as well as its size, it is best suited for future multiple family residential development. The maximum productive use of the site is for future development to a multiple family residential use.

Summary:

The highest and best use of the land as if vacant is for future multiple family development.

XVIII. Project Description:

The project involves the acquisition of a permanent easement on a portion of land from the north side of the property. The acquisition includes both prescriptive right of way, that is already within the existing street easement as well as a new permanent easement. The prescriptive right of way area is 2,161 SF and the permanent easement area consists of 2,175 for a total area of 4,336 SF. There are no other impairments located within the area of acquisition.

As the building improvements are outside of the proposed acquisition, they are unaffected by the project. Thus, the larger parcel is the land only without consideration given to the structures on the property.

Finally, the acquisition area is a permanent right of way easement, however, because of the restrictive nature it is a kin to a full fee acquisition in fee title. Therefore, the property will be valued as a full fee acquisition because of the restrictive nature of the easement to the land in the after condition.

XVIII. Property Valuation & Appraisal Premise:

In arriving at an opinion of the market value of the real property, data is collected and analyzed from the market regarding recent sales of comparable properties, current building costs, and rental data and return on investment rates in the analysis of income. Three different approaches to value are traditionally evaluated using collected market data and analyzing trends in the local economy. These approaches are:

- 1) The Market Data or Sales Comparison Approach**
- 2) The Cost Approach**
- 3) The Income Approach**

Depending upon the type of property being appraised, these methods have varying degrees of applicability deduced by me after analysis.

In the Market Data or Sales Comparison Approach, I have derived a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then comparing the sales price of the comparable to the subject. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.

The Cost Approach estimates the cost of replacing the improvements of the property. It involves the determination of the cost new of the improvements, less accrued physical deterioration and functional and/or economic obsolescence. To this remainder, the vacant land value is added to arrive at an opinion of the market value based on the Cost Approach to value.

The Income Capitalization Approach, in the analysis of properties, is used to derive a value indication by converting anticipated benefits from possible rental income into a value estimate. This approach takes into consideration possible risks of comparable properties and a rate of return or capitalization rate also derived from income expectancies in the present market.

In the case of this appraisal, all three approaches to value were considered. The sales comparison approach will be used in the case of this appraisal report. They are generally summarized as follows:

A. Sales Comparison Approach:

The Sales Comparison Approach is based on the theory of substitution, which considers a property's value to be in relation with that of sales of property with similar desirability and utility over a reasonable period of time. In this approach, a value will be estimated through analysis and comparison of sales of substitute properties over time. Depending on availability of data, the Sales Comparison Approach is generally widely accepted as a reliable method of valuation by market participants.

The market determines how appraisers are to analyze sales and extract meaningful units of comparison from which to draw a valuation conclusion. Most typically, units of comparison extracted from the sales are items such as price per square foot, price per unit, or price per acre. Other units of comparison are determined through an analysis of the income and expenses the property produces or is capable of producing. Items such as gross income multiples, effective gross income multiples, overall capitalization rates, and expense ratios are used in both the Sales Comparison Approach and also in the Cost and Income Approaches to value.

After the appraisers have identified the units of comparison most widely accepted by the market for the specific property type being appraised, the sales are then analyzed for differences between the sales and the subject property. The sales are generally compared to the subject property for items such as property rights conveyed, financing, motivation of the buyer or seller, changes in property values over time, or physical differences between the sales and the property being appraised.

In this appraisal, multifamily land sales were used.

Comparable Land Sales

#	Location	Date Document	Grantor Grantee	Sales Price	Lot Size (Ac) Lot Size (sf)	Offsites Orientation	Zoning	\$/Acre \$/sf
1	953 N Monte Avenue Fresno/ CA/ 93728	Apr 14, 2022 48414	Pestorich Holdings Lucero Aguayo	\$140,000	0.79 34,391	Partial Interior	R2A Rural Residential (Agricultural)	\$177,215 \$4.07
2	4783 E Austin Way Fresno/ CA/ 93726	Jan 18, 2022 7170	Ana Maria Cornejo Chen & Meili Zheng	\$160,000	0.90 39,468		RM-1 Multiple Family	\$177,778 \$4.05
3	Undefined, Cedar Avenue Fresno/ CA/ 93702	Mar 24, 2021 49062	Amandip S Gill Randy Lewis	\$50,000	0.24 10,440	Partial Interior	RM-1 Residential Multifamily	\$208,333 \$4.79
4	3484 W Shields Avenue Fresno/ CA/ 93722	Jan 8, 2021 8848	SK Valley Homes Singh Sukhminder	\$249,000	2.23 97,139	Partial Interior	RS5 Residential	\$111,659 \$2.56
5	5700 W Clinton Avenue Fresno/ CA/ 93722	Oct 29, 2020 154319	Assemi Group Van Gronigen Living	\$1,800,000	9.76 425,146	Partial Interior	RR Rural Residential	\$184,426 \$4.23

Multifamily Land Sales

In the valuation of the land, sales of land suitable for multiple family development were considered based on the highest and best use analysis. Due to the location and limited market activity, sales from markets similar to the subject were used, which are in Fresno County. A total of five sales were found. They indicate the following ranges:

Time:	Oct 2020	-	April 2022
Size:	121,097 SF	-	531,867 SF
	2.78 Ac	-	12.21 Ac
Unit Price:	\$2.56/SF	-	\$4.79/SF

A discussion of each sale follows:

1. Multifamily Land:

In valuing the property, consideration is given to sales of similar properties that are used as a basis of comparison. The sales that were used include several vacant parcels of land. A total of five sales are used. The sales occurred between 2020 and 2022. There have been few recent sales of multi-family land in the immediate neighborhood, therefore, sales from throughout the Fresno area are included as well.

In selecting an appropriate unit of comparison, consideration was given to all of the possible variables for the property. Consideration was first given to the square foot. The sales yielded unit values ranging from a low of \$2.56/SF to \$4.79/SF. This is a typical and widely used unit of comparison in the open market and is thus used in the valuation of the subject.

Sale 1 (APN: 449-291-04) is the most recent sale in the analysis. It consists of a 34,391 SF parcel located in the county of Fresno, southeast of the subject. The property was acquired in April of 2022 for \$140,000. It is zoned for agricultural residential uses. It is designated in the general plan of the City of Fresno for future medium density residential development. Though designated for single-family residential uses, due

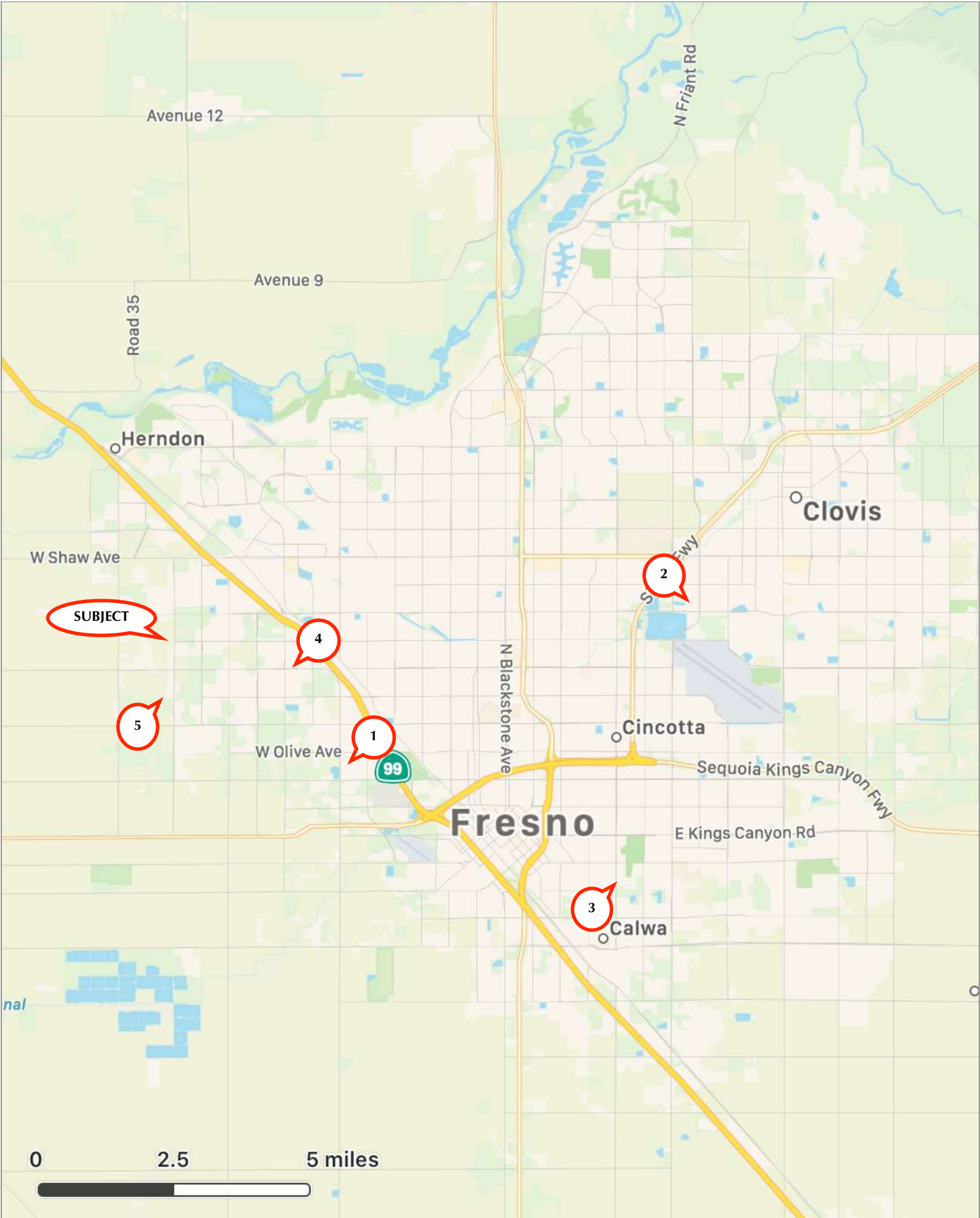
to the size, shape and orientation of the parcel, it has a highest use for future multiple family development. There is a multifamily development directly west of the property. Partial offsite improvements were in place and all utilities available. Analysis of this sale indicates a basic purchase price of \$4.07/SF.

Sale 2 (APN: 430-210-07) is situated in the City of Fresno near the Fresno-Yosemite International Airport. More specifically it is located near the intersection of Chestnut and Austin Way. The property was acquired in January of 2022 for \$160,000. The property consists of a 39,468 SF parcel, rectangular in shape. The parcel is zoned for multifamily use by the City of Fresno. The highest and best use for the land is future multiple family residential. Partial offsite improvements are in place and all utilities available. Analysis of this sale indicates a basic purchase price of \$4.05/SF.

Sale 3 (471-211-15) is situated in the City of Fresno along the east side of Cedar Avenue north of Woodward Avenue in the southern portion of the City of Fresno. The property was acquired in March of 2021 for \$50,000. The property consists of a 10,440 SF parcel, rectangular in shape. The parcel is zoned for multifamily use by the City of Fresno. The highest and best use for the land is future multiple family residential. Partial offsite improvements are in place and all utilities available. The property is adjacent to other multifamily developments. Analysis of this sale indicates a basic purchase price of \$4.79/SF.

Sale 4 (APN: 433-090-21S) is situated in the City of Fresno along the north side of Shields Avenue west of Valentine Avenue. The property was acquired in January of 2021 for \$249,000. The property consists of a 97,139 SF parcel, rectangular in shape. The parcel is zoned for high density residential use by the City of Fresno. The highest and best use for the land is future multiple family residential due to the size and orientation. Partial offsite improvements are in place and all utilities available. The property is adjacent to newer residential developments.

COMPARABLE MULTIFAMILY LAND SALES MAP



Analysis of this sale indicates a basic purchase price of \$2.56/SF.

Sale 5 (315-121-09) Consists of a 425,146 SF parcel located in the county of Fresno, southeast of the subject. The property was acquired in October of 2020 for \$1,800,000. It is zoned for rural residential uses. It is designated in the general plan of the City of Fresno for future medium density residential development. Though designated for single-family residential uses, due to the size, shape and orientation of the parcel, it has a highest use for future multiple family development. Partial offsite improvements were in place and all utilities available. Analysis of this sale indicates a basic purchase price of \$4.23/SF.

2. Value of Larger Parcel:

The subject consists of a new construction rural residential dwelling in good condition. The property is reported to have 91,476 SF or 2.10 acres and has an interior orientation along the south side of Ashlan Avenue west of Polk Avenue. The larger parcel is considered the land only as the improvements are consistent with the subject's interim use. Therefore, to avoid conflict with the theory of consistent use, the larger parcel considers only the land.

In the valuation of the property, consideration is given to the five sales included in the analysis. A study was conducted of sales of vacant multifamily land. Five sales are included in this report that indicated unit prices for vacant multifamily land. The sales all occurred in 2020-2022. They range from 0.24 acres to 9.76 acres (10,440 SF to 425,146 SF) with unit prices between 2.56/SF to \$4.79/SF.

An analysis of each sale is as follows:

Sale 1 similar in zoning and size. It is inferior in location which requires upward consideration. Overall the sale requires upward consideration.

Sale 2 similar in orientation and size. It is inferior in location which

requires upward consideration. Overall the sale requires upward consideration.

Sale 3 is inferior in location and requires upward consideration. Inversely, the property is smaller in size when compared to the subject. Downward consideration is given for economies of scale. Overall, slight downward consideration is applied.

Sale 4 is larger than the subject. Upward consideration is given due to economies of scale when comparing the property size. Additionally, it is located in an area slightly inferior to the subject requiring further upward consideration.

Sale 5 is superior to the subject in location and potential use. It is, however, larger than the subject, upward consideration is given to the larger size.

When analyzing the sales, it appears that sales 1, 2 and 3 are most comparable after considerations are applied. I have analyzed all of the sales prices and also considered the definition of market value and the properties to be appraised as well as each of the comparable sales highest and best use.

After considering all of the data, the market indicates a unit price of \$4.75/SF to be applicable for the land of the appraised parcel.

Land = 91,476 SF @ \$4.75/SF	\$434,511.00
Adjusted To =	<u>\$434,500.00</u>

ACQUISITION VALUATION

Part Taken:

The take includes an acquisition of a permanent easement on a portion of land from the north side of the property. The property is improved with a residential dwelling. The easement acquisition area consists of 2,161 SF of prescriptive easement and 2,175 SF of permanent easement acquisition for a total acquisition area of 4,336 SF. The prescriptive area is valued by law at \$1.00. However, I have assigned a nominal \$100. Cost figure for the improvements were determined through a combination of internal records, the Marshall Valuation Service publication as well as interviews with industry professionals.

Easement Acquisition = 2,175 SF @ \$4.75/SF =	\$ 10,331.00
Prescriptive Right of Way = 2,161 SF =	<u>100.00</u>
Total Value Part Taken =	\$ <u>10,431.00</u>

Value of Remainder as Part of Whole:

Value of Larger Parcel =	\$ 434,500.00
Value of Part Taken	<u>10,431.00</u>
Value of Remainder as Part of Whole =	\$ <u>424,069.00</u>

Value of Remainder After Take:

As mentioned earlier, there are no cost to cure items included.

Less Cost to Cure

None =	\$ <u>0.00</u>
Value of Remainder After Take =	\$ <u>424,069.00</u>

Severance Damages:

Value of Remainder Before Take =	\$ 424,069.00
Value of Remainder After Take =	\$ <u>424,069.00</u>
Cost to Cure/ Severance Damages =	<u><u>0.00</u></u>

Benefits:

None =	\$ <u><u>0.00</u></u>
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Total Compensation:

Part Taken =	\$	10,431.00
Severance Damages =	\$	0.00
Benefits =	\$	<u>(0.00)</u>
Total Compensation =	\$	10,431.00
Adjusted To =	\$	<u>10,500.00</u>

XII. Certificate of Inspection:

The property owner was notified by letter and invited to accompany the appraiser during the initial inspection, April 09, 2021. The property owner did not respond to the letter and did not accompany the appraiser during the inspection.

APPRAISAL SUMMARY SHEET

Project Parcel Parcel 4 **APN** 511-040-06S

Owner: Elvia Gonzalez

Property Address 5757 West Ashlan Avenue | Fresno, CA 93722

Date of Value: October 07, 2022

Total Parcel Size: 91,476 SF **Zoning** RR

Present Use: Rural Residential **Highest/
Best Use:** Multifamily

Area To Be Acquired /	Easement Acquisition Prescriptive	2,175 SF 2,161 SF
Easement Acquisition = 2,175 SF @ \$4.75/SF =	\$	10,331.00
Prescriptive Right of Way = 2,161 SF =		<u>100.00</u>
Total Value Part Taken =	\$	<u>10,431.00</u>
Cost to Cure		
Total Cost to Cure =	\$	<u>0.00</u>
Part Taken =	\$	10,431.00
Severance Damages =		0.00
Benefits =		<u>(0.00)</u>
Total Compensation =	\$	10,431.00
Adjusted To =	\$	<u>10,500.00</u>

Total Appraisal (Adjusted): **\$** **10,500.00**

CONFIDENTIALITY OF SOURCES CERTIFICATION, QUALIFICATIONS

CONFIDENTIALITY OF SOURCES

The names of persons, who provide information as to sales, rents, marketing time, etc., have purposely been excluded from this document.

This is to protect our confidential sources of data for future assistance.

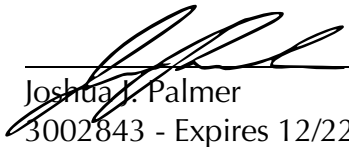
CERTIFICATION

I, Joshua J. Palmer, certify:

- That I have made a personal inspection of the property that is the subject of this report, and have considered all of the pertinent facts affecting the value thereof.
- That all market data pertaining to the final value opinion has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation and validity.
- That as of the date of this report, I am a Certified General Appraiser, per the Bureau of Real Estate Appraisers, State of California, License No. 3002843.
- That the statements of fact contained in this report are true and correct.
- That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- That I have no present or prospective interest in the property or the transaction that is the subject of this report, and we have no personal interest with respect to the parties involved.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- That our compensation for completing the assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION, CONTINUED

- The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- That I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' statement of qualifications in the Addenda.
- That the subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
- That such appraisal has been made in conformity with the appropriate State and City laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of such State and/or City.
- ☐ I have provided no services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☒ I have provided services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.



Joshua J. Palmer
3002843 - Expires 12/22/2022

JOSHUA J. PALMER

QUALIFICATIONS SUMMARY

Comprehensive experience in the appraisal of complex commercial, industrial, residential, apartment, agricultural, and special purpose properties. Qualifications include certified with the California Bureau of Real Estate Appraisers and holds a Bachelor of Arts Degree in Agricultural Business from Fresno State University.

CLIENT PROFILES

Performed a wide range of appraisal assignments for financial, legal, public, and private sector clients including:

Financial: United Security Bank, Bank of the Sierra, Happy State Bank.

Public: Cities of Fresno, Sanger, Coalinga, Firebaugh, Madera, Huron, Clovis; Counties of Fresno & Tulare. Redevelopment Agencies of Fresno.

Special Purpose: Convalescent hospitals, day care centers, churches, residential care facilities, senior citizen apartment projects, subdivisions, historic properties.

Schools: Districts of Kerman and Fresno.

DESIGNATIONS, AFFILIATIONS

BREA Bureau of Real Estate Appraisers, State of California. Certified General Real Estate Appraiser (10/23/18). Certification No. 3002843 (valid through December 22, 2022)

JOSHUA J. PALMER

Page Two

GEOGRAPHIC AREA

California: Counties of: Fresno, Madera, Merced, Stanislaus, Kings, Tulare, Kern, San Joaquin.

EDUCATION, PROFESSIONAL DEVELOPMENT

California State University, Fresno
Appraisal Related Education

Bachelor of Arts Degree – Agricultural Business
Real Estate Appraisal Principles, Basic Valuation Procedures,
Standards of Professional Practice, Case Studies in Real Estate
Valuation, Report Writing & Valuation Analysis



CERTIFICATION

I, Gregg J. Palmer, certify:

- That I ~~have~~ | have not made a personal inspection of the property that is the subject of this report, and have considered all of the pertinent facts affecting the value thereof.
- That all market data pertaining to the final value opinion has been accumulated from various sources and, where possible, personally examined and verified as to details, motivation and validity.
- That as of the date of this report, I have completed the requirements of the continuing education program of the Appraisal Institute. I am also a Certified General Appraiser, per the Bureau Of Real Estate Appraisers, State of California, License No. AG002880.
- That the statements of fact contained in this report are true and correct.
- That the reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- That I have no present or prospective interest in the property or the transaction that is the subject of this report, and we have no personal interest with respect to the parties involved.
- That I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- That my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- That our compensation for completing the assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- That my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

CERTIFICATION, CONTINUED

- That the use of this report is subject to the requirements of the Appraisal Institute relating to review by it's duly authorized representative(s).
 - The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
 - That I have the appropriate education and experience to complete the assignment in a competent manner. The reader is referred to the appraisers' statement of qualifications in the Addenda.
 - That the subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.
 - Unless otherwise noted, no one other than the undersigned provided significant assistance in the development of this appraisal and conclusions herein.
 - That such appraisal has been made in conformity with the appropriate State and City laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes, and that to the best of my knowledge, no portion of the value assigned to such property consists of items which are non-compensable under the established law of such State and/or City.
- ☐ I have provided no services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☒ I have provided services regarding the subject property as an appraiser or in any other capacity within the three-year period immediately preceding acceptance of this assignment.
- ☒ Please note that Joshua J. Palmer provided significant assistance in preparing the appraisal. He assisted in the inspection, valuation, opinions and conclusions herein.
- ☐ Please note that Joshua J. Palmer provided assistance in preparing the appraisal. He inspected the property, took photographs and provided area analysis.



Gregg J. Palmer, MAI

AG002880 - Expires 4/24/2024

GREGG J. PALMER, MAI

QUALIFICATIONS SUMMARY

Comprehensive experience in the appraisal of complex commercial, industrial, residential, apartment, agricultural, and special purpose properties. Qualifications include MAI with the Appraisal Institute and candidacy as SR/WA with International Right of Way Association. Additionally, certified with the California Bureau Of Real Estate Appraisers and holds a Bachelor of Arts Degree in English from Fresno State University.

CLIENT PROFILES

Performed a wide range of appraisal assignments for financial, legal, public, and private sector clients including:

Financial: Regency Bank, Western Bank, Great Western Bank, Fresno Bank of Commerce, San Joaquin Funding, Builders Mortgage, Cambridge Capital, Mercury Savings & Loan, Republic Savings & Loan, PV Financial, Central Bank, American National Bank, University Savings & Loan, Mitsubishi Bank, Bank of California, Pacific First Bank, Tokai Bank, Wells Fargo Bank, Mineral King Bank, Capital Bank, Imperial Thrift, United Security Bank, TOPA Thrift & Loan, Money Store Investment Corp., Banc One, Bank of the Sierra, WestAmerica Bank, Cypress Coast Bank, Stockton Savings Bank, Met-Life, Coopers & Lybrand, Truckee River Bank, CB Commercial, J.P. Morgan, GMAC, Washington Capital, Washington Mortgage, Banc One Capital Funding.

Industry: Wilbur Ellis Company, Hydro Conduit, Fruehauf, Pacific Choice Brands, Penniman-Thermo King, Southern Pacific Railroad, Southern California Edison.

Public: Cities of Fresno, Hanford, Sanger, Coalinga, Firebaugh, Madera, Clovis; Counties of Fresno, Kings, Madera, and Tulare; Redevelopment Agencies of Fresno, Clovis, Visalia, Sanger and Tulare; Federal Deposit Insurance Corporation (FDIC); Housing and Urban Development (HUD); California Housing Finance Agency (CHFA); Federal Aviation Administration (FAA); Resolution Trust Corporation (RTC); Department of Fish and Game.

Special Purpose: Convalescent hospitals, day care centers, churches, residential care facilities, senior citizen apartment projects, subdivisions, assessment districts, historic properties, hotels, railroad rights-of-way.

Oil Companies: Shell, Chevron, Unocal, Atlantic Richfield, Texaco.

Schools: Districts of Kerman and Hanford.

DESIGNATIONS, AFFILIATIONS

MAI Member Appraisal Institute Sacramento Sierra Chapter.
Fresno Chapter Newsletter Editor & Publisher (1992/1993).

SR/WA Candidate International Right-of-Way Association. Newsletter Editor & Publisher.
Chapter President 1996.

BREA Bureau of Real Estate Appraisers, State of California. Certified General Real Estate Appraiser (2/4/92).
Certification No. AG002880 (valid through April 24, 2024)

GREGG J. PALMER, MAI

Page Two

COURT

Superior Court of the State of California.

Qualified as an Expert Witness

TEACHING

California State University, Fresno

Principles of Real Estate

GEOGRAPHIC AREA

California: Counties of: Fresno, Madera, Merced, Stanislaus, Sacramento, Kings, Tulare, Kern, Inyo, San Joaquin, Santa Barbara, Mono, Los Angeles, San Diego, Del Norte, Tehema, and Imperial.

Other States: Oregon

EDUCATION, PROFESSIONAL DEVELOPMENT

California State University, Fresno

Bachelor of Arts Degree - English

American Institute of Real Estate Appraisers Real Estate Appraisal Principles, Basic Valuation Procedures, Standards of Professional Practice, Capitalization Theory & Techniques Parts A & B, Case Studies in Real Estate Valuation, Report Writing & Valuation Analysis

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LIMITING CONDITIONS

In acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith, it has been assumed by these appraisers:

1) **Limit of Liability:**

The liability of James G. Palmer Appraisals Inc., and employees, is limited to the client only and to the fee actually received by Appraiser(s). Further, there is no accountability, obligation, or liability to any third party. If this report is disseminated to anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The Appraiser(s) is in no way to be responsible for any costs incurred to discover or correct any deficiencies of any type present in the property; physically, financially, and/or legally. In the case of limited partnerships or syndication offerings or stock offerings in real estate, client agrees that if a legal action is initiated by any lender, partner, part owner in any form of ownership, tenant, or any other party, the client will hold the Appraiser completely harmless in any such action from any and all awards or settlements of any type, regardless of outcome.

2) **Copies, Publication, Distribution, Use of Report:**

Possession of this report or any copy thereof, does not carry with it the right to publication, nor may it be used for other than its intended use; the physical report(s) remain the property of the Appraiser(s) for the use of the client, the fee being for the analytical services only. No right is given to copy all or part of this report.

Except, as hereinafter provided, the client may distribute copies of this appraisal report in its entirety to such third parties as he may select; however, selected portions of this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by the use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of the appraiser. (See last item in following list for client agreement/consent.)

3) **Confidentiality:**

This appraisal is to be used only in its entirety and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the Appraiser(s) whose signature(s) appear on the appraisal report, unless indicated as "Review Appraiser". No change of any item in the report shall be made by anyone other than the Appraiser(s). The Appraiser(s) and firm shall have no responsibility if any such unauthorized change is made. The Appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of this report to anyone other than the client or his designee as specified in writing.

4) **Information Use:**

No responsibility is assumed for accuracy of information furnished by work of others, the client, his designee, or public records. We are not liable for such information or the work of possible subcontractors. Be advised that some of the people associated with James G. Palmer Appraisals Inc. and signing the report are independent contractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other source though reasonable; all are considered appropriate for inclusion to the best of our factual judgment and knowledge. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering and market-related information.

5) **Testimony, Consultation, Completion, of Contract For Appraisal Service:**

The contract for appraisal, consultation, or analytical service is fulfilled and the total fee is payable upon completion of the report. The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with the client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required as a result of any subpoena, the client shall be responsible for any additional time, fees, and charges, regardless of issuing party.

6) **Exhibits:**

Any sketches, maps, and photographs in this report are included to assist the reader in visualizing the property and are not necessarily to scale. Site plans are not surveyed unless shown from separate surveyor.

7) **Legal Engineering, Financial, Structural, or Mechanical Components; Soil Quality:**

No responsibility is assumed for matters legal in character or nature, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the title, which is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report.

The legal description is assumed to be correct as used in this report furnished by the client, his designee, or as derived by the Appraiser(s).

Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, soils and potential for settlement on drainage, matters concerning liens, title status, and legal marketability, and similar matters. The client should seek assistance from qualified architectural, engineering, or legal professionals regarding such matters. The lender and owner should inspect the property before any disbursement of funds. Further, it is likely that the lender or owner may wish to require mechanical structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.

The Appraiser(s) has inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm; however, subsidence in the area is unknown. The Appraiser(s) do not warrant against this condition or occurrence of problems arising from soil conditions.

The appraisal is based upon there being no hidden, unapparent, or apparent conditions of the site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment may be made by use as to adequacy of insulation, type of insulation, or energy efficiency of the improvements or equipment which is assumed standard for the subject property's age and type.

If the Appraiser(s) has not been supplied with a termite inspection, survey or occupancy permit, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representations or warranties are made concerning the above mentioned items.

The Appraiser(s) assumes no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contracted to determine the actual need for Flood Hazard Insurance.

8) **Legality of Use:**

The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report, and that all applications zoning, building, use regulations and restrictions of all types have been complied with unless otherwise stated in the report. It is further assumed that all required licenses, consents, permits, or other legislative or administrative approvals from all applicable local, state, federal and/or private authorities have been or can be obtained or renewed for any use considered in the value estimate.

9) **Component Values:**

The allocation of the total valuation in this report between land and improvements, if included in this report, applies only under the use of the property which is assumed in this report. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

10) **Auxiliary and Related Studies:**

No environmental or impact studies, special market study or analysis, special highest and best use study or feasibility study has been requested or made unless specified in an agreement for services or so stated in this report.

11) **Dollar Values, Purchasing Power:**

The market value estimate and the cost used are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and value of the dollars as of the date of the value estimate.

12) **Value Change, Dynamic Market, Influences, Alteration of Estimate By Appraiser:**

The estimated market value, which is defined in the report, is subject to change with market changes over time. Value is highly related to exposure, time, promotional effort, terms, motivation, and conditions. The value estimate considers the productivity and relative attractiveness of the property physically and economically in the marketplace as of the date of value.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value or investment value or value in use is a reflection of such benefits and Appraiser's interpretation of income and yields and other factors derived from general and specific client and market information. Such estimates are as of the date of the estimate of value, and they are thus subject to change as the market changes.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

The appraisal report and value estimate are subject to change if the physical or legal entity or the terms of financing are different from what is set forth in this report.

- 13) **Inclusions:**
Except as specifically indicated and typically considered as a part of the real estate, furnishings, equipment, other personal property, or business operations have been disregarded with only the real estate being considered in the value estimate. In some property types, business and real estate interests and values are combined but only if so stated.
- 14) **Proposed Improvements, Conditioned Value:**
Improvements proposed, if any, onsite or offsite, as well as any repairs required are considered for purposes of this appraisal to be completed in good and workmanlike manner according to information submitted and/or considered by the appraisers. In case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. This estimate of market value is as of the date shown, as proposed, as if completed, and operating at levels shown and projected, unless otherwise stated.
- 15) **Management of the Property:**
It is assumed that the property which is the subject of this report will be under typically prudent and competent management, neither inefficient nor superefficient.
- 16) **Fee:**
The fee for this appraisal or study is for the service rendered and not solely for the time spent on the physical report or the physical report itself.
- 17) **Insulation and Toxic Materials:**
Unless otherwise stated in this report, the Appraiser(s) signing this report have no knowledge concerning the presence or absence of toxic materials and/or ureaformaldehyde foam insulation in existing improvements. If such is present, the value of the property may be adversely affected.
- 18) **Change, Modifications:**
The Appraiser(s) reserve the right to alter statements, analyses, conclusions or any value estimate in the appraisal if there becomes known to them facts pertinent to the appraisal process which were unknown when the report was finished.
- 19) **Limiting Conditions:**
This report sets forth all of the limiting conditions affecting the analysis, opinions, and conclusions contained in this report.
- 20) **Acceptance:**
Acceptance and/or use of this appraisal report by the client or any third party constitutes acceptance of the above conditions. Appraiser liability extends only to the stated client and not to subsequent parties or users. And the liability is limited to the amount of fee received by the Appraiser(s).
- 21) **Americans with Disabilities Act:**
The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed 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 property's market value. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the ADA in our market value estimates.
- 22) **Fair Housing Amendments Act:**
In accordance with the Fair Housing Amendments Act, it is illegal for an Appraiser(s) to discriminate against any person because of race, color, religion, sex, hardship, familial status, or national origin. This appraisal complies with all rules and regulations prohibiting discrimination on the basis of race, color, religion, sex, nation origin, and marital status.
- 23) **Year 2000 Compliance:**
Unless otherwise stated in this report, problems with year 2000 compliance were not investigated, nor called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. Problems with year 2000 compliance of embedded systems and the cost to correct them would affect the value of the property, but the appraiser is not qualified to recognize or estimate the cost. This appraisal is predicated on the assumption that no such year 2000 problems exist and no responsibility is assumed for any such problems, nor for any expertise or knowledge required to discover them.
- 24) **Unforeseeable Events:**
The appraiser cannot be held responsible for unforeseeable events that alter market conditions (that occur subsequent to the date of the preparation of the report, but) prior to the effective date of the appraisal.
- 25) **Prospective Valuation:**
In preparing appraisals that include prospective (future) valuations, the appraiser cannot be held responsible for the unforeseeable events that alter market conditions (those that occur subsequent to the date of preparation of the report but, prior to the effective date of appraisal).

ADDENDA

EXHIBIT "A"

Public Street & Utility Easement
APN 511-040-06S (PORTION)

The North 30.00 feet of the East half of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Fresno, State of California.

EXCEPTING THEREFROM the East 100 feet.

ALSO EXCEPTING THEREFROM the West 85 feet.

ALSO EXCEPTING THEREFROM one-half of all minerals, gas, oil and other hydrocarbon substances therein, previously reserved of record.

Containing an area of 4,336.0 square feet, more or less.



SUBJECT PHOTOGRAPHS



GONZALEZ PROPERTY
APN: 511-040-06S



DETAIL REPORT

Property Address: **5757 W ASHLAN AVE FRESNO CA 93722-9720**

Ownership

Parcel# (APN): **511-040-06S**
Parcel Status: **ACTIVE**
Owner Name: **GONZALEZ ELVIA**
Mailing Addr: **P O BOX 348 FRESNO CA 93708**
Legal Description:

Assessment

Total Value:	\$170,042	Use Code:	SPCI000	Use Type:	MISCELLANEOUS
Land Value:	\$163,859	Tax Rate Area:	062-021	County Zoning Code:	A2
Impr Value:	\$6,183	Year Assd:	2022	Census Tract:	38.10/2
Other Value:		Property Tax:		Price/SqFt:	
% Improved:	3%	Delinquent Yr:			
Exempt Amt:		HO Exempt:	N		

Sale History

	Sale1	Sale2	Sale3	Transfer
Recording date:	08/02/2019			08/02/2019
Recording Doc:	0085975			0085975
Doc type:	GRANT DEED			
Transfer Amount:	\$165,000			
Seller (Grantor):	TORRES MIGUEL A			

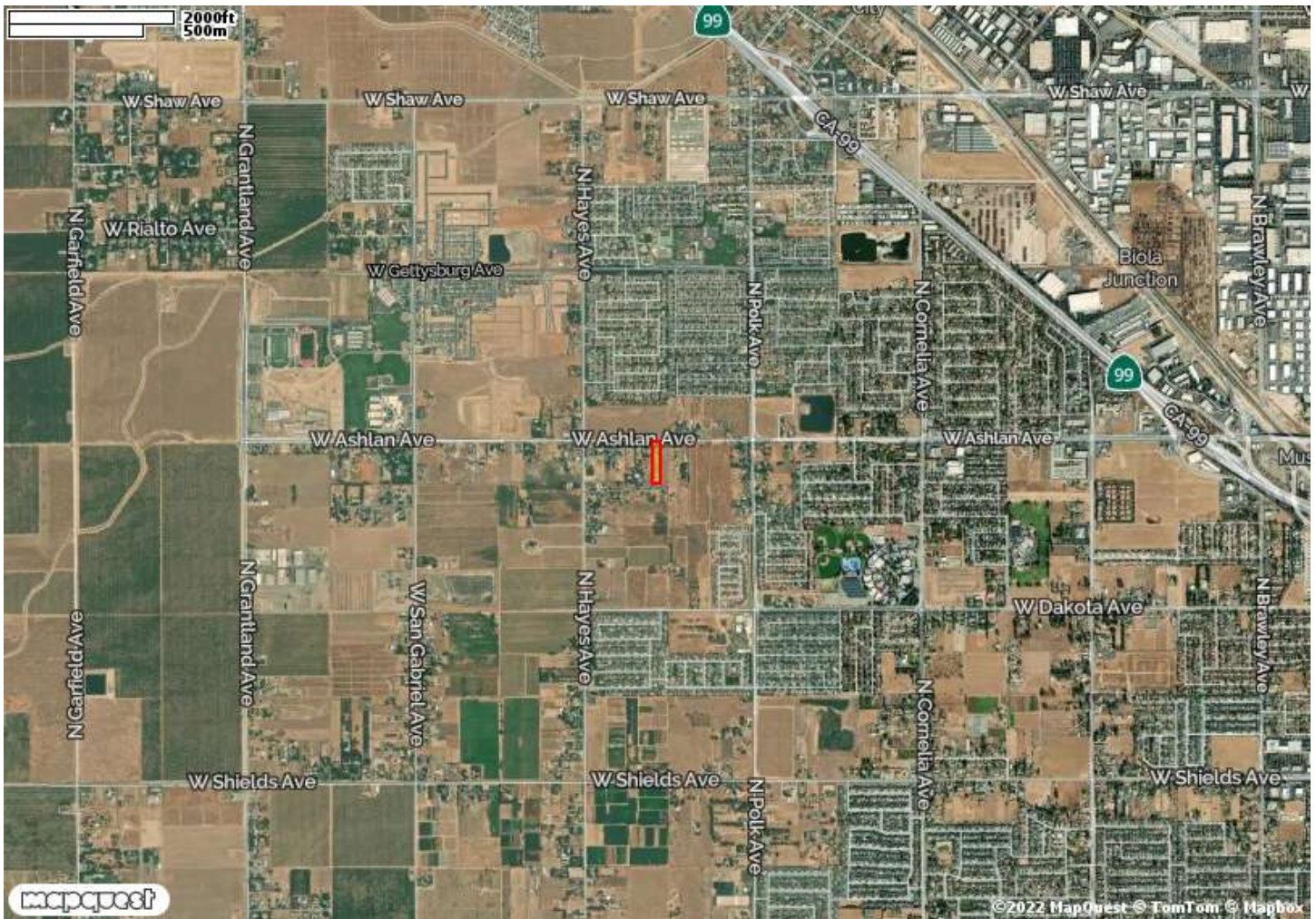
Property Characteristics

Bedrooms:	Fireplace:	Units:
Baths (Full):	A/C:	Stories:
Baths (Half):	Heating:	Quality:
Total Rooms:	Pool:	Building Class:
Bldg/Liv Area:	Park Type:	Condition:
Lot Acres:	Spaces:	Site influence:
Lot SqFt:	Garage SqFt:	Timber Preserve:
Year Built:	Bsmt SqFt:	Ag Preserve:
Effective Year:		



SOILS REPORT

5757 W ASHLAN AVE FRESNO CA 93722-9720






SOILS REPORT

5757 W ASHLAN AVE FRESNO CA 93722-9720

USDA Soils Legend

Symbol	Name	Slope Grade	Irr. Cap. Class	Non-Irr. Cap. Class	Storie Class Index	Acres	Parcel %
	0SdA San Joaquin sandy loam, shallow, 0 to 3 percent slopes	2	4	4	23	2.097	100.00
						Total Acres	2.097

Location & Property Identification

Property Name: Monte Avenue Land
Property Type: Vacant Residential Land
Address: 953 N Monte Avenue
City/ State/ Zip: Fresno/ CA/ 93728
County: Fresno
Submarket: Fresno County

Sale Information

Sale Price: \$140,000
CEq Price: \$140,000
Sale Date: April 14, 2022
Sale Status: Sale
Grantor: Pestorich Holdings LLC
Grantee: Lucero Aguayo
Property Rights: Fee Simple
Document: 48414
Data Source: Public Record / Fresno MLS

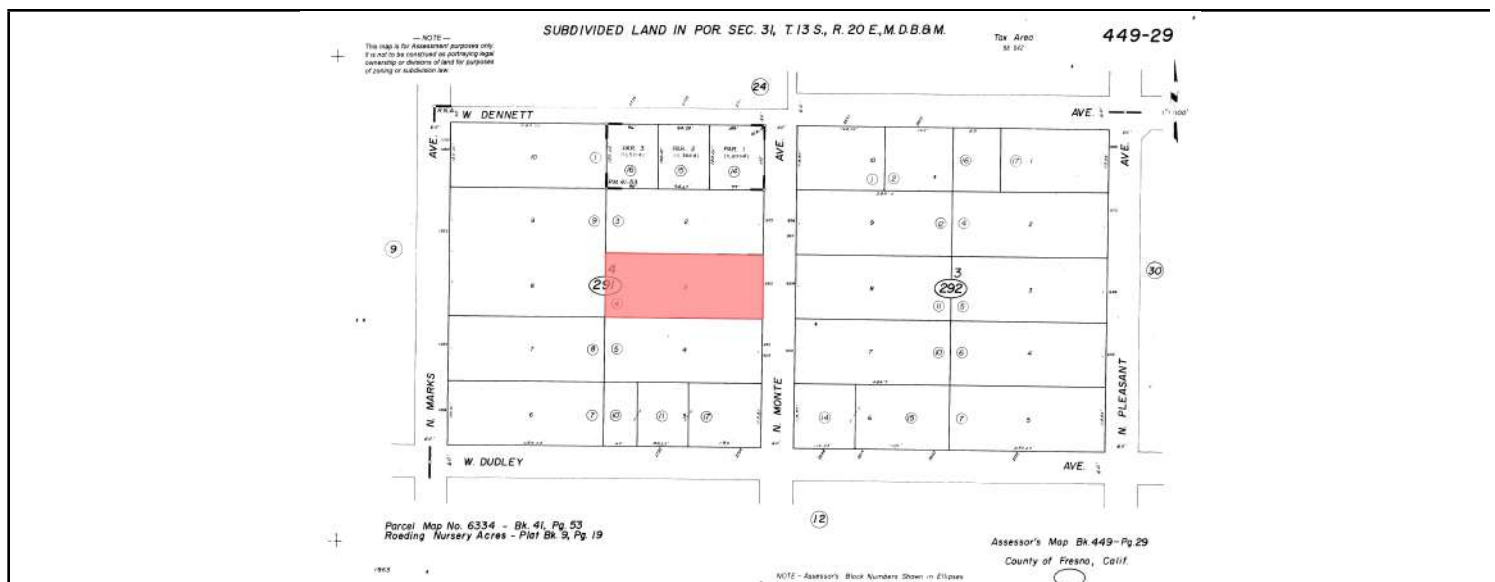
Comments

The land was vacant and unimproved at the time of the sale. It was located within the County of Fresno and within the Sphere of Influence of the City of Fresno. It is designated for medium density residential in the general plan. Due to its size and location, it has a highest and best use for Multiple Family Residential development



Site Data & Economic Indicators

Legal/ Tax/ APN: 449-291-04
Acres (Gross): 0.79
Land - SF (Gross): 34,391
Zoning: R2A
Description: Rural Residential (Agricultural)
Orientation: Interior
Offsites: Partial
Price/SF - Land: \$4.07
Price/AC - Land: \$177,215
Net Operating Income:
Capitalization Rate:



Location & Property Identification

Property Name: Austin Way Multifamily Land
Property Type: Vacant Multifamily
Address: 4783 E Austin Way
City/ State/ Zip: Fresno/ CA/ 93726
County: Fresno
Submarket: Fresno County

Sale Information

Sale Price: \$160,000
CEq Price: \$160,000
Sale Date: January 18, 2022
Sale Status: Sale
Grantor: Ana Maria Cornejo
Grantee: Chen & Meili Zheng
Property Rights: Fee Simple
Document: 7170
Data Source: Public Record / Fresno MLS

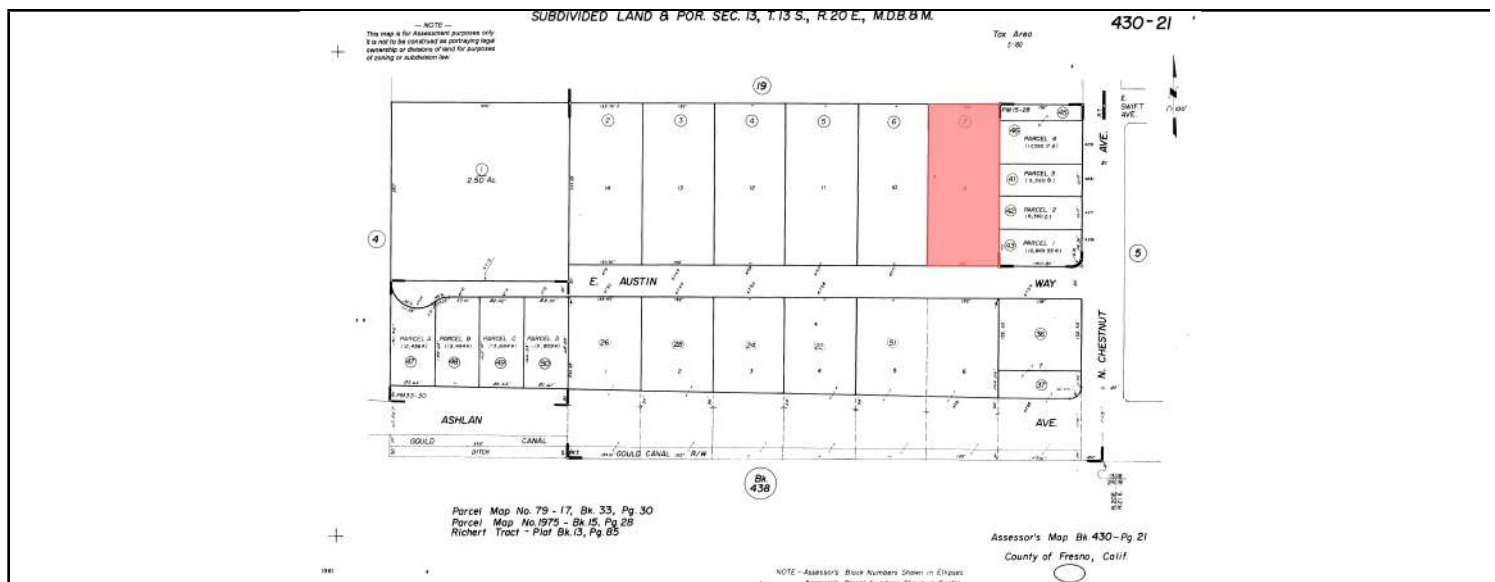
Comments

The land was vacant and unimproved at the time of the sale. It was located north of the Fresno-Yosemite International Airport. It is zoned for future multifamily development which is consistent with nearby developments.



Site Data & Economic Indicators

Legal/ Tax/ APN: 430-210-07
Acres (Gross): 0.90
Land - SF (Gross): 39,468
Zoning: RM-1
Description: Multiple Family
Orientation:
Offsites:
Price/SF - Land: \$4.05
Price/AC - Land: \$177,778
Net Operating Income:
Capitalization Rate:



Location & Property Identification

Property Name: Cedar Avenue Multifamily Land
Property Type: Vacant Multifamily
Address: Undefined, Cedar Avenue
City/ State/ Zip: Fresno/ CA/ 93702
County: Fresno
Submarket: Fresno County

Sale Information

Sale Price: \$50,000
CEq Price: \$50,000
Sale Date: March 24, 2021
Sale Status: Sale
Grantor: Amandip S Gill
Grantee: Randy Lewis
Property Rights: Fee Simple
Document: 49062
Data Source: Public Record / MLS

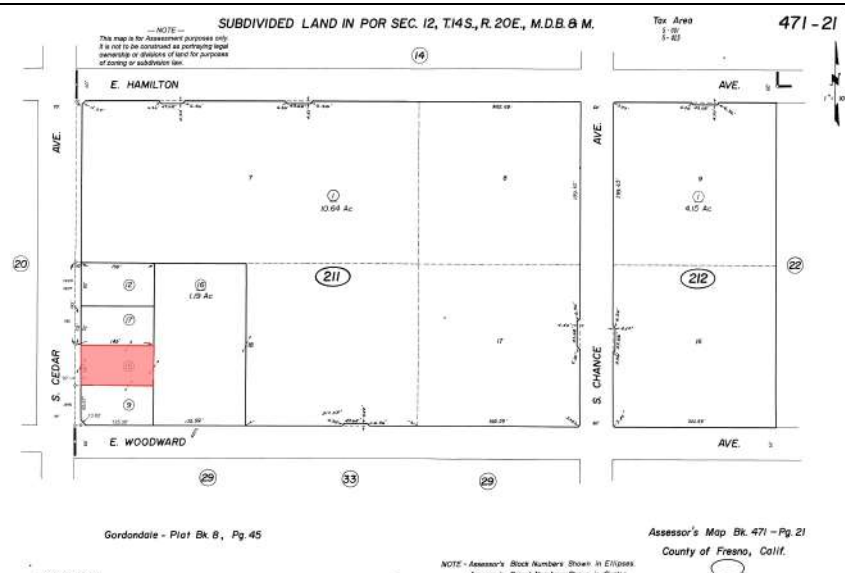
Comments

The property was located along the east side of Cedar Avenue one parcel north of Woodward Avenue in south Fresno. It is directly across the street from Sequoia Middle School. The land was vacant and unimproved at the time of the sale and zoned for multifamily development. It is adjacent to a multifamily development to the east and in near proximity to others.



Site Data & Economic Indicators

Legal/ Tax/ APN: 471-211-15
Acres (Gross): 0.24
Land - SF (Gross): 10,440
Zoning: RM-1
Description: Residential Multifamily
Orientation: Interior
Offsites: Partial
Price/SF - Land: \$4.79
Price/AC - Land: \$208,333
Net Operating Income:
Capitalization Rate:



Location & Property Identification

Property Name: Shields Avenue Land
Property Type: Vacant Residential Land
Address: 3484 W Shields Avenue
City/ State/ Zip: Fresno/ CA/ 93722
County: Fresno
Submarket: Fresno County

Sale Information

Sale Price: \$249,000
CEq Price: \$249,000
Sale Date: January 8, 2021
Sale Status: Sale
Grantor: SK Valley Homes
Grantee: Singh Sukhminder
Property Rights: Fee Simple
Document: 8848
Data Source: Public Record / MLS

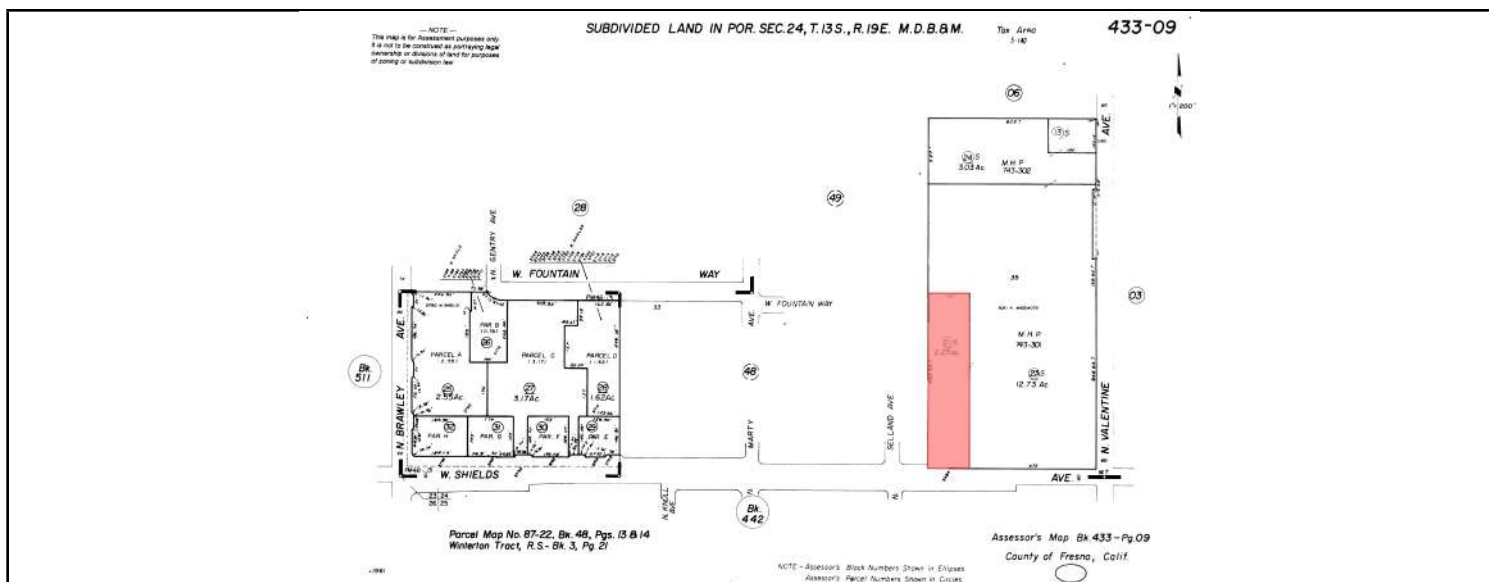
Comments

The land was vacant and undeveloped at the time of the sale. It is surrounded by existing development.



Site Data & Economic Indicators

Legal/ Tax/ APN: 433-090-21S
Acres (Gross): 2.23
Land - SF (Gross): 97,139
Zoning: RS5
Description: Residential
Orientation: Interior
Offsites: Partial
Price/SF - Land: \$2.56
Price/AC - Land: \$111,659
Net Operating Income:
Capitalization Rate:



Location & Property Identification

Property Name: Clinton Avenue Multifamily Land
Property Type: Vacant Multifamily
Address: 5700 W Clinton Avenue
City/ State/ Zip: Fresno/ CA/ 93722
County: Fresno
Submarket: Fresno County

Sale Information

Sale Price: \$1,800,000
CEq Price: \$1,800,000
Sale Date: October 29, 2020
Sale Status: Sale
Grantor: Assemi Group
Grantee: Van Gronigen Living Trust
Property Rights: Fee Simple
Document: 154319
Data Source: Public Record/ Costar

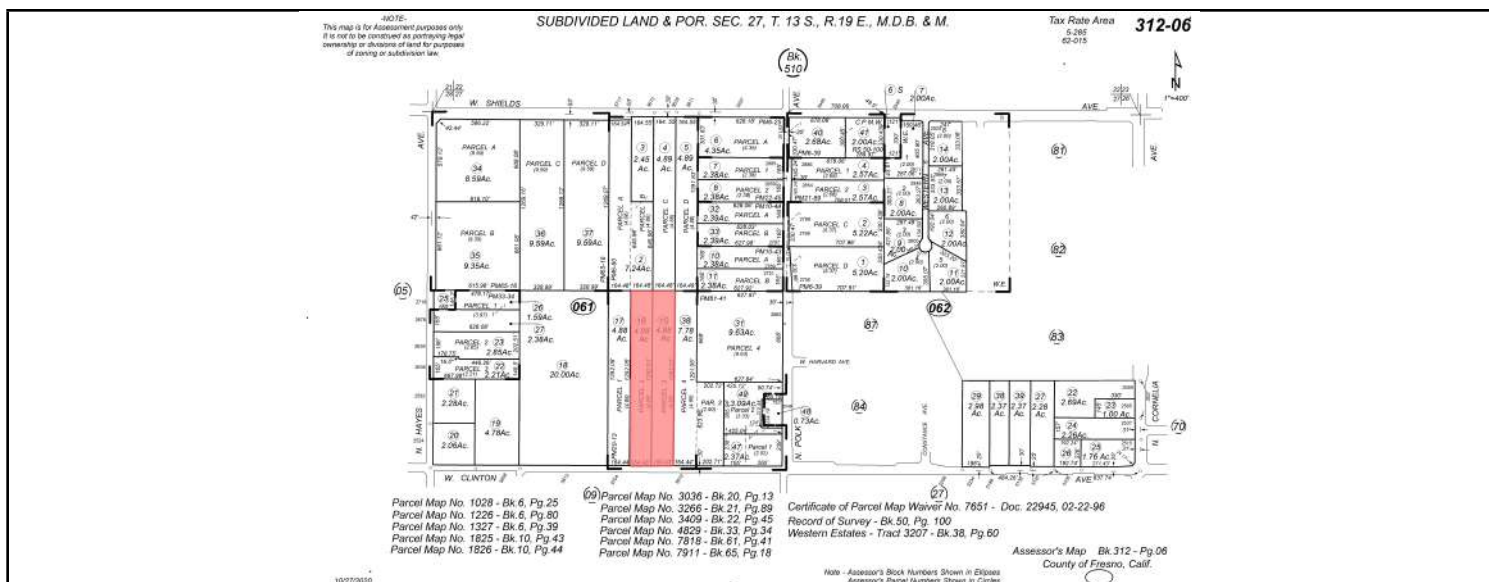
Comments

The property consists of two contiguous parcels of land located in the County of Fresno. They are vacant and unimproved. The land has a highest and best use for future multifamily land due to its location, orientation and shape. It is within the sphere of influence of the City of Fresno and designated for future medium density residential development.



Site Data & Economic Indicators

Legal/ Tax/ APN: 312-061-15 & 16
Acres (Gross): 9.76
Land - SF (Gross): 425,146
Zoning: RR
Description: Rural Residential
Orientation: Interior
Offsites: Partial
Price/SF - Land: \$4.23
Price/AC - Land: \$184,426
Net Operating Income:
Capitalization Rate:



**AGREEMENT FOR PURCHASE AND SALE OF A PERMANENT STREET
EASEMENT AND ESCROW INSTRUCTIONS**

APN 511-040-06-S

Tract-6162 Development Project

City Project No.: PW00969

This Agreement for a Permanent Street Easement (Agreement) is entered into by and between Elvia Gonzalez, (Owner), without regard to number or gender, and the CITY OF FRESNO, a municipal corporation (City) for a permanent street easement and right-of-way for public street purposes on the following terms and conditions.

1. The real property which is the subject of this Agreement, hereinafter "Subject Property", is a Permanent Street Easement to facilitate the T-6162 West Ashlan Widening Project, situated in the City of Fresno, County of Fresno, State of California, being approximately 4,336 square feet in size, within Assessor's Parcel Number 511-040-06-S, as described on Exhibit "A" and depicted on Exhibit "B", attached hereto and incorporated herein by reference.
2. Owner agrees to grant to City a permanent street easement and right-of-way, (Easement) for public street purposes over, under, through, and across the Subject Property, free and clear of all liens, encumbrances, and restrictions of record.
3. City shall pay just compensation of TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00) for the Easement, including cost to cure damages, benefits, and/or severance damages to the remainder, if any, as described on Exhibit "C", attached hereto and incorporated herein by reference, for the Subject Property.
4. Clause 3 above may include payment for the replacement of improvements such as fencing and/or irrigation facilities that are within the area being acquired for this Project and must be replaced in order to proceed with the construction of the Project. If Owner does not replace said items, City may install temporary fencing on Owners property lying immediately adjacent to the new right of way line, if necessary, to hold in livestock during construction of the road project, and/or plug the irrigation line(s) at Owner's property line. Owners hereby agree to allow City, its agents, employees, authorized contractors and subcontractors and their employees access to their remaining property to perform said work and that the cost for said work shall be billed to and paid for by Owner.
5. The Effective date of this Agreement shall be upon its duly authorized execution by the City and the payment of TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00) just compensation to the Owner.
6. Owner represents and warrants that it holds fee title to the Subject Property, and has the authority to enter into the Agreement herein made.

7. Owner agrees to hold the City harmless and reimburse the City for any and all losses and expenses as to the Subject Property by reason of any change in ownership or Lease of said Subject Property held by any tenant of the Owner.
8. The sale shall be completed through an External Escrow to be opened at Lennar Title Company at 7555 N Palm Ave, STE 210 Fresno, CA 93711. Robin Davis shall be the escrow agent. Said escrow shall be opened upon the following terms and conditions, and the Owner and City by their signature to this Agreement make this paragraph their escrow instructions:
 - a. City shall deposit the sums specified in Paragraph 3 of this Agreement and the closing costs in escrow upon receipt of a demand and statement from said title company.
 - b. Payment of said sums, less Owner's cost to clear title, if any, may be made to Owner only when escrow holder possesses and is in a position to deliver to City a fully executed and acknowledged and recorded easement deed to the subject property free and clear of all liens, encumbrances and restrictions of record.
 - c. City reserves the right to accept title to the property interest to be acquired by City herein subject to certain defects in any or all matters of record title to the property. In consideration for Owner receiving the total sum as stated in Paragraph 3, the undersigned Owner covenants and agrees to indemnify and hold City harmless from any and all claims and demands third parties may make or assert and causes of action third parties may bring which arise out of or are in connection with the foregoing defects in title to the property. The Owner's obligation herein to indemnify and hold harmless City shall not exceed the amount paid to the Owner under specified in Paragraph 3.
 - d. It is understood that Owner shall be responsible for the payment of all taxes, penalties, redemptions, and costs allocable to the subject property.
 - e. The escrow fee, cost of policy of title insurance, recording fees (if any), shall be paid by City.
 - f. Disbursements of the purchase price to be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.
9. Owner shall indemnify, hold harmless, and defend City, its officers, agents, employees, and volunteers from any liability, loss, fines, penalties, forfeitures, claims, expenses, and costs, whether incurred by the Owner, City, or any other third party, arising directly or indirectly from the release, presence or disposal of

any hazardous substances or materials (as now or hereafter defined in any law, regulation, or rule) in, on, or about the Property on or before the effective date of this Agreement. This indemnity shall include, without limitation, any claims under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), or any other federal, state or local law whether statutory or common law, ordinance, or regulation. Costs or losses covered will include, without limitation, consultants, engineering, investigator fees, clean up or disposal costs and attorneys' fees, and damages. The Owners obligation herein to indemnify and hold harmless City shall not exceed the amount paid to the Owner specified in Paragraph 3. This limitation does not preclude the City from bringing a claim against Owner for a loss on the adjacent property.

10. Miscellaneous Provisions:

- a. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
- b. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement any rights and duties hereunder shall be Fresno, California.
- c. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.
- d. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability or any one provision in this Agreement shall not affect the other provisions.
- e. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

- f. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
- g. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment.
- h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- i. Exhibits and Attachments. Each Exhibit and Attachment referenced herein is by such reference incorporated into and made a part of this Agreement for all purposes.
- j. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Owner.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the Effective date of this Agreement as defined above.

CITY OF FRESNO,
A California municipal corporation

Elvia Gonzalez

By: _____
Scott L. Mozier, PE, Date
Public Works Director

By: _____
Elvia Gonzalez Date

RECOMMENDED FOR APPROVAL:

By: _____
Joshua Marple Date
Senior Real Estate Agent

By: _____
Nancy Bruno Date
Supervising Real Estate Agent

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

ATTEST:
TODD STERMER, CMC, MMC
City Clerk

By: _____
Deputy Date

By: _____
Deputy Date

Attachments:

1. Exhibit "A"
2. Exhibit "B"
3. Exhibit "C"

Recording Requested By:
Public Works Department
City of Fresno
No. Fee-Govt. Code Sections
6103 and 27383

When Recorded Mail to:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA 93721-3623

ATTN: ROW SECTION

APN: 511-040-06S (portion)

SPACE ABOVE THIS LINE FOR THE RECORDER'S USE
PW 2021-16022

DEED OF EASEMENT

Elvia Gonzalez, a married woman as her sole and separate property, GRANTOR, hereby GRANTS to the County of Fresno, a Municipal Corporation, GRANTEE, an easement and right of way for public street purposes over, under, through and across that certain real property situated in the County of Fresno, State of California, described and shown as follows:

See EXHIBITS "A" and "B", which are attached hereto and incorporated herein by reference.

Elvia Gonzalez

Date

2021-064
15-A-9903
PLAT 1944

EXHIBIT "A"

Public Street & Utility Easement
APN 511-040-06S (PORTION)

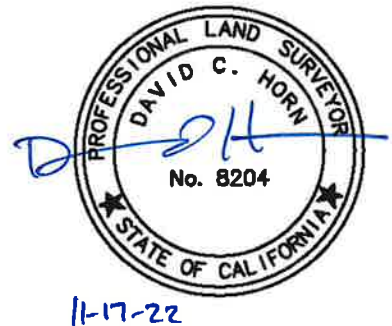
The North 30.00 feet of the East half of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section 22, Township 13 South, Range 19 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the County of Fresno, State of California.

EXCEPTING THEREFROM the East 100 feet.

ALSO EXCEPTING THEREFROM the West 85 feet.

ALSO EXCEPTING THEREFROM one-half of all minerals, gas, oil and other hydrocarbon substances therein, previously reserved of record.

Containing an area of 4,336.0 square feet, more or less.



NORTH HAYES AVENUE

WEST 1/4 CORNER OF
SECTION 15 T.13S.,
R.19E., M.D.B.&M.

CENTER 1/4 CORNER OF
SECTION 15 T.13S.,
R.19E., M.D.B.&M.

NORTH POLK AVENUE

REMAINDER OF TRACT
NO. 5400, VOL 78 OF
PLATS AT PGS.
75-78, F.C.R.

NORTH 1/4
CORNER OF SEC
22, T.13S., R.19E.,
M.D.B.&M.

WEST ASHLAN AVENUE

N89°44'52"W 2636.30' BASIS OF BEARINGS

NORTHWEST
CORNER OF SEC
22, T.13S., R.19E.,
M.D.B.&M.

APN 511-040-055
DOC NO. 2004-0100086
O.R.F.C.

APN 511-040-065
DOC NO. 1985-081637
O.R.F.C.

APN 511-040-075
DOC NO. 2010-0059974
O.R.F.C.

LEGEND



AREA TO BE GRANTED FOR PUBLIC STREET
AND UTILITY EASEMENT PURPOSES.
AREA = 4,336.0 SQUARE FEET, MORE OR LESS

F.C.R.
O.R.F.C.

FRESNO COUNTY RECORDS
OFFICIAL RECORDS FRESNO COUNTY
PREScriptive RIGHT-OF-WAY

NOTE

BASIS OF BEARINGS IS THE GEODETIC OBSERVATION OF THE
NORTH SECTION LINE OF THE NORTHWEST QUARTER OF SECTION
22, TOWNSHIP 13 SOUTH, RANGE 19 EAST, MOUNT DIABLO BASE
AND MERIDIAN, TAKEN AS NORTH 89°44'52" WEST.

SCALE: 1" = 40'
0' 20' 40'



11-17-22



**Yamabe & Horn
Engineering, Inc.**

CIVIL ENGINEERS • LAND SURVEYORS

2985 N. BURL AVENUE SUITE 101 FRESNO, CA 93727
TEL (559) 244-3123 WEBSITE YANDHENGRCOM

Ref. & Rev.

CITY OF FRESNO

15-A-9903

EXHIBIT "B"
APN 511-040-06S
PUBLIC STREET &
UTILITY EASEMENT

Dr. By: RBW
Ch. By: HDJ
Date: 12/3/2018
YH Job No. 16-229
Sheet No. 1
of 1 Sheets

CERTIFICATE OF ACCEPTANCE (Officer)

In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed hereby is accepted by the undersigned officers on behalf of the Council of the City of Fresno pursuant to authority conferred by Resolution No. 92-219A of said Council, adopted June 9, 1992 and the grantee consents to the recordation thereof by its duly authorized officer.

Public Works Director
ACCEPTED:

By: _____ Date: _____
Andrew Benelli, Deputy

CERTIFICATE OF ACCEPTANCE (Council)

~~In accordance with Section 27281 of the Government Code, this is to certify that the interest in real property conveyed by this instrument to the City of Fresno, a municipal corporation, is hereby accepted by order of the Council of the City of Fresno made on the date hereafter set forth and the grantee consents to the recordation thereof by its duly authorized officer.~~

Item No./Reso. No. _____

Date of Council Order: _____

City Clerk

By: _____ Date: _____
DEPUTY

APPROVED AS TO FORM:

City Attorney

By: _____ Date: _____
DEPUTY

RECOMMENDED FOR ACCEPTANCE:

By: Josh Vel

Title: Engineer I

Date: 03/02/2023

Log No. 2021- 064 Drawing No. 15-A-9903

CHECKED:

By: [Signature]

Title: Chief Land Surveyor

Date: 3-02-2023

BASIC DATA

IMPROVEMENTS TO BE ACQUIRED: None

1. In the Sales Comparison Approach, the appraisers derive a value indication by comparing the property being appraised to similar properties in competitive areas that have recently sold or been offered for sale. This procedure is accomplished by applying the appropriate units of comparison extracted from the market and then by applying adjustments to the sales prices of the comparable. This approach in the appraisal analysis is based upon the premise that an informed purchaser would pay no more for a property than a substitute property with equal utility.
2. The Cost Approach is based in part on a replacement cost new of improvements, less depreciation. This approach was not utilized in this analysis.
3. The Income Approach is based upon consideration of the income producing potential of the property. This approach was not utilized in this valuation process as it was deemed inapplicable to this specific case.

VALUATION

Easement Acquisition = 2,175 SF @ \$4.75/SF = \$ 10,331.00

Prescriptive Right of Way = 2,161 SF = 100.00

Total Value Part Taken = \$ 10,431.00

Cost to Cure

Total Cost to Cure = \$ 0.00

Part Taken = \$ 10,431.00

Severance Damages = 0.00

Benefits = (0.00)

Total Compensation = \$ 10,431.00

Adjusted To = \$ 10,500.00

Total Just Compensation for this Acquisition (Rounded) \$ 10,500.00

TEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

This summary of the basis of the amount offered as just compensation is presented in compliance with federal and state laws and has been derived from a formal appraisal prepared by a certified and state-licensed real estate appraiser, which includes supporting sales data and other documentation. The appraisal is hereby confirmed approved and accepted by this agency and a purchase offer based thereon is hereby approved and authorized.

SUMMARY STATEMENT RELATING TO PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

**Project: PW00969
APN#: 511-040-06-S**

**City of Fresno – T-6162 West Ashlan Widening
(Elvia Gonzalez)**

The City of Fresno is proposing to construct a city park at the location.

Your property, located in Fresno, California, is within the project area and identified by your County Assessor as Parcel Numbers 511-040-06-S.

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 requires that each owner from whom the City purchases real property or an interest therein or each tenant owning improvements on said property be provided with 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 which are allocable to any period subsequent to 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 which 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 interests being acquired include is described in the Deeds.
4. The market value of the property being purchased is based upon a market value appraisal which is \$10,500.00 summarized on the attached Appraisal 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 as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is being 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 which the owner is entitled to receive under an agreement with the City.

5. Pursuant to Civil Code of Procedure Section 1263.025, should you elect to obtain an independent appraisal, the City will pay for the actual reasonable costs of such an appraisal up to a maximum of \$5,000.00 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 your contract with an appraiser.
 - b. The selected appraiser must be licensed with the California Office of Real Estate Appraisers (OREA). It is also recommended that such appraiser be experienced and qualified in the appraisal of easements if this offer is to purchase easements rather than the fee interest in your property.
 - c. Within 30 days of your receipt of this offer, you must notify the City of your intent to obtain an independent appraisal.
 - d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City within 30 days of your receipt of the independent appraisal and no later than 120 days of your receipt of this offer. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City concurrent with submission of the appraisal cost reimbursement request. The appraisal costs must be reasonable and justifiable.
 6. No person in the United States of America shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City programs or activities. If federal funding is being utilized in the project for which your property is being sought, notice is hereby provided that it is the policy of the City to assure full compliance with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and related statutes and regulations, in all programs and activities undertaken by the City. Any person who believes they have been subjected to unlawful discriminatory practice under Title VI has a right to file a formal complaint with the City.
 7. 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 owners' ability to prove such loss in accordance with the provisions of Section 1263.510 and 1263.520 of the Code of Civil Procedure.
 8. If you ultimately elect to reject this offer for the purchase of 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.
-

District 1
Equal Employment
Opportunity
(EEO) Office
1656 Union Street
Eureka, CA 95501
(707) 445-5318

District 2
EEO Office
1657 Riverside Drive
Redding, CA 96001
(530) 225-3055

District 3
EEO Office
703 B Street
Marysville, CA 95901
(530) 741-7130

District 4
EEO Office
P.O. Box 23660, MS 6A
Oakland, CA 94623
(510) 286-5871

District 5
EEO Office
50 Higuera Street
San Luis Obispo, CA 93401
(805) 549-3037

District 6
EEO Office
1352 West Olive Avenue
Fresno, CA 93728
(559) 444-2522

District 7
EEO Office
100 S. Main Street
Los Angeles, CA 90012
(213) 897-0797

District 8
EEO Office
464 West 4th Street,
MS 1249
San Bernardino, CA 92401
(909) 383-6396

District 9
EEO Office
500 S. Main Street
Bishop, CA 93514
(760) 872-0752

District 10
EEO Office
1976 East Dr. Martin Luther
King Jr. Blvd.
Stockton, CA 95205
(209) 948-3911

District 11
EEO Office
4050 Taylor Street, MS 251
San Diego, CA 92110
(619) 688-4249

District 12
EEO Office
1750 East 4th Street,
Suite 100
Santa Ana, CA 92705
(657) 328-6595

Headquarters
Title VI Coordinator
1823 14th Street, MS 79
Sacramento, CA 95811
(916) 324-8379

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Business & Economic
Opportunity
(916) 324-8379
711 (TTY)



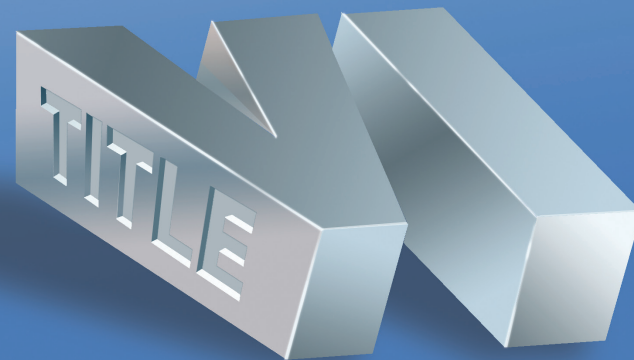
Jan 2017

Caltrans & You

race
disability
Executive Order 12898

Your Rights Under Title VI and Related Statutes

This brochure is designed to inform
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.

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides:

"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 U.S.C. Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations 1994 provides:

"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."

Related statutes provide protection against discrimination on the basis of sex, age, or disability by programs receiving federal financial assistance.

What does this mean?

That Caltrans strives to ensure that access to and use of all programs, services, or benefits derived from any Caltrans activity will be administered without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Caltrans will not tolerate discrimination by a Caltrans employee or recipients of federal funds such as cities, counties, contractors, consultants, suppliers, universities, colleges, planning agencies, and any other recipients of federal-aid highway funds.

Caltrans prohibits all discriminatory practices, which may result in:

- **Denial to any individual of any service, financial aid, or benefit provided under the program to which he or she may be otherwise entitled;**
- **Different standards or requirements for participation;**
- **Segregation or separate treatment in any part of the program;**
- **Distinctions in quality, quantity, or manner in which the 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, related statutes, and the Presidential Executive Order on Environmental Justice, Caltrans will:

- **Avoid or reduce harmful human health and environmental effects on minority and low-income populations;**
- **Ensure the full and fair participation by all communities including low-income and minority populations in the transportation decision-making process;**
- **Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.**

Additionally, any recipient, including, but not limited to, Metropolitan Planning Organizations and cities and counties, who receive federal financial aid bears a responsibility to administer its program and activities without regard to race, color, national origin, sex, age, disability, or socioeconomic status.

Benefits and Services

Caltrans' mission is to provide the people of California with a safe, efficient, and effective inter-modal transportation system. All of the work Caltrans performs is intended to assist the transportation needs of all the people of California regardless of race, color, national origin, sex, age, disability, or socioeconomic status.

Are your rights being violated?

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, or disability, you may file a written complaint with the Caltrans Equal Employment Opportunity (EEO) Office. District EEO offices are located statewide. The addresses and telephone numbers are located on the back of this brochure. Title VI complaints are forwarded to Sacramento for investigation by the Caltrans Office of Business & Economic Opportunity Title VI Program.

Who bears the responsibility to Title VI?

All of Caltrans employees and its functional programs. The Caltrans Office of Business & Economic Opportunity Title VI Program provides continuous leadership, guidance, and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice.

Your Property

Your Transportation

Project



INTRODUCTION

This booklet was prepared for you as a person who may potentially be affected by a proposed public transportation project. If it is your property that is affected, you may have wondered what will happen. Who will contact you? What will you be paid for your property? Who will pay your moving costs? Will the State Department of Transportation (Department) help you find a new place to live? Important questions like these require specific answers.

We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

WHY DOES A PUBLIC AGENCY HAVE THE RIGHT TO BUY MY PROPERTY?

Our State and Federal constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and Federal constitutions and the Uniform Relocation Assistance and Real Property Acquisition Policies Act authorize the purchase of private property for public use and assure full protection of the rights of each citizen. The responsibility for studying potential sites for a transportation project rests with a team of specially trained individuals selected to do this important job. Many months or even years are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental and social impacts are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process may include public hearings and/or workshops, which give persons an opportunity to express their views on the locations being considered.

The California Department of Transportation is composed of many specialists. Among these are:

Transportation Planners

These individuals determine methods and routes for the traveling public. This includes studies of existing traffic patterns, "origin-destination" surveys and user benefits. They also determine whether the proposed project location is economically sound. They research and analyze the effects produced by similar projects upon other communities.

Environmental Planners

These individuals evaluate the socio-economic and/or environmental impacts, including traffic, noise and visual impacts of the proposed project.

Design Engineers

These individuals recommend the type of transportation project which will be of the most benefit to the public. They prepare design plans which determine the properties needed for the project.

Relocation Specialists

These individuals perform early studies of the general needs of persons who may need to be relocated and the kind of replacement properties which may be required. A relocation impact analysis will be completed before the Department requires anyone to move from their property.

As a result of this team effort, the best possible location for a transportation facility is selected after thorough social, economic, engineering, and environmental analyses, as well as consideration of expressed public concerns and desires. The goal is that the project provide the greatest public good and the least private injury or inconvenience while rendering the best possible service.

Transportation Surveyors

These individuals perform field surveys and monument property lines to delineate and map the Department's right of way needs. They are also authorized by law to enter real property to perform such tasks. It is the Department's policy that owners and tenants of property will be notified prior to such surveys.

WHO WILL CONTACT ME?

One of the first persons you will meet is a Right of Way Agent performing the staff appraisal. You will be afforded the opportunity to accompany the appraiser on the inspection of your property. At the time of the inspection the appraiser will also provide you with general project information. The appraiser will analyze your property and examine all of the features which contribute to its market value. Information about improvements you have made and any other special features that you believe may affect the market value of your property should be given to the appraiser to ensure he/she has all the information you feel is relevant.

It is the duty of the Department to ensure that you receive fair market value as if you sold your property privately in the open market. The Department cannot buy your property for more than it is worth, but it **can** and **will** assure you that you do not have to sell your property for less than its fair market value. California law provides that the owner shall receive a copy of the appraisal or a summary of the valuation upon which the Department's offer is based.

At the time the offer is made to purchase your property, you may obtain your own appraisal and the Department will reimburse you up to \$5,000 for the actual, reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Right of Way Agent will provide more information concerning this reimbursement at the time of the offer.

WHAT ADVANTAGE IS THERE IN SELLING YOUR PROPERTY TO THE DEPARTMENT?

A real estate purchase by the Department of Transportation is handled in the same way as any private sale of property. However, there can be financial advantages in selling to the Department.

The Department will pay fair market value for your property. The Department will also pay for the preparation of all documents, all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the Department. Since this is a direct conveyance of real property from the property owner to the Department, there are no real estate commissions involved, and the Department will not recognize or pay any such real estate commissions.

A private sale will usually cost thousands of dollars in sales expenses. There are no seller's expenses in a purchase by the Department.

Additionally, depending on your specific circumstances, you may be eligible for relocation payments and benefits when you move. These benefits are described in supplemental booklets which will be provided to you, should the Department's acquisition actually cause you to be displaced from your property.

WILL I BE PAID FOR LOSS IN VALUE TO MY REMAINING PROPERTY?

When only a part of your property is needed for a project, every reasonable effort is made to ensure that you do not suffer damages to the remainder of your property. The total payment by the Department will be for the property the Department actually purchases and for any loss in market value to your remaining property.

The determination of any loss in market value is an appraisal analysis involving many variables. When this situation occurs, the Right of Way Agent will explain the effect of a partial acquisition on your remaining property.

MAY I RETAIN AND MOVE MY HOME, BUSINESS BUILDING, MACHINERY, OR EQUIPMENT?

If your house is movable and you wish to make such an arrangement, the Department will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases where, because of age, size or condition of the house, the cost of moving it would exceed its present market value, less its salvage value. In such a case, payment of moving costs would, of course, be an unwise expenditure of public funds.

If you operate a farm or business, you may wish to keep and move fixed machinery and equipment. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for a loss of business goodwill. Your specific circumstances will need to be analyzed on a case-by-case basis.

If any of these concepts are applicable to your situation, they will be explained by the Right of Way Agent assigned to purchase your property.

WILL I HAVE TIME TO SELECT ANOTHER HOME AFTER THE DEPARTMENT MAKES ITS PURCHASE?

The Department starts to appraise properties early enough so that you will have ample time to move prior to project construction. Like any other real estate transaction, it requires time to close an escrow after a right of way contract and deed have been signed. You will not be required to move until reasonable, decent, safe and sanitary replacement housing is available.

Once you have received the written offer to purchase your property from the Department, it is in your best interest to look for a new place to live as soon as possible. Finding a home early that best suits your needs before you are required to move will minimize your personal inconvenience and will avoid having to make a choice of housing under pressure. In some instances you may be able to sell your property to the Department and rent back temporarily pending construction.

The Department also offers to provide you with assistance in finding a new place in which to live. The Department will give you at least 90 days notice in writing before you are required to move.

WHAT HAPPENS TO THE LOAN ON MY PROPERTY?

After you and the Department have agreed upon a price, a Right of Way Agent and/or a title company will contact all other parties having an interest in the property. Payment to satisfy outstanding loans or liens will be made through a title company escrow as in the case in any real estate transaction.

WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property.

Your Right of Way Agent will assist you in the transfer. However, it is to your benefit and your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

IF THE VALUE OF MY PROPERTY IS HIGHER TODAY THAN WHEN I PURCHASED IT, DO I HAVE TO PAY INCOME OR CAPITAL GAINS TAX ON THIS DIFFERENCE WHEN SELL/ CONVEY TO THE DEPARTMENT?

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an “involuntary conversion.” In these cases, it is not necessary to pay income tax or capital gains tax if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service office and/or accountant.

WILL I LOSE THE FAVORABLE PROPERTY TAX BASIS THAT I NOW HAVE UNDER THE PROVISIONS OF PROPOSITION 13?

Section 2(d) of Article XIII-A of the California Constitution and Section 68 of the Revenue and Taxation Code generally provide that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings.

You will be given a copy of this information with an attached page showing examples of how to calculate estimates of the tax relief you may be eligible for. These are only approximations. You must see your county Tax Assessor for a final determination.

THE DEPARTMENT'S RIGHT OF EMINENT DOMAIN

An owner's rights are guaranteed by the federal and State constitutions and applicable federal and State laws. The principal right is that "Just Compensation" must be paid.

The vast majority of our transactions are settled by contract. However, if the owner and the Department cannot agree on the terms of sale, the Department may resort to the eminent domain process to avoid delaying the project, and will ultimately initiate condemnation proceedings.

The Department will request authority from the California Transportation Commission (Commission) to file a condemnation action in court. You will be given an opportunity to appear before the Commission to question whether public interest, necessity, planning and location require the proposed project and your property. The Commission does not hear arguments regarding valuation or just compensation.

Condemnation lawsuit documents are prepared by the Department and filed with the court in the county where the property is located. The Summons and Complaint will then be served on all persons having a property interest in the parcel. The persons served must file an Answer to the lawsuit within 30 days.

Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

WHAT HAPPENS IN A CONDEMNATION TRIAL?

The purpose of the trial is to determine the amount of Just Compensation. Usually the trial is conducted before a judge and jury. Both the property owner and Department will have the opportunity to present evidence of value. The jury will determine the amount of compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation.

The Judgment is then prepared by counsel and signed by the judge. It will state that, upon payment of the amount of the verdict for the benefit of the property owner, title will be transferred to public ownership.

When the Department makes the payment as required by the Judgment, the Final Order of Condemnation is signed by the judge and recorded with the County Recorder's office. This finalizes the actual transfer of title.

WHO PAYS THE CONDEMNATION TRIAL COSTS?

The Department pays the costs of its attorney and its engineering and appraisal witnesses. It will also pay the jury fees and your recoverable costs allowed by law. The fee for filing your Answer with the court is an example of such costs.

If the judge determines that the Department's offer of settlement was unreasonable, while the demand of the property owner was reasonable as viewed in light of the evidence admitted at trial and the verdict, the property owner may receive litigation expenses such as their attorney's fees. The Judgment is then prepared by counsel and signed by the judge.

IF I WANT A TRIAL, MUST I HAVE AN ATTORNEY AND EXPERT WITNESSES?

Most property owners will be represented by an attorney, although they have the right to represent themselves.

You may wish to consult your family attorney. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service. The local bar association may also provide a list of attorneys who may offer services in eminent domain proceedings.

You and your attorney must decide what type of case you will present and what witnesses will be needed.

WILL I BE PAID ANY RELOCATION ASSISTANCE BENEFITS EVEN THOUGH I GO TO COURT?

A decision to go to court has no effect on your right to relocation benefits. Payment of relocation benefits is administered separately from the condemnation action. You will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, and business and farm operators and are made available by the Department of Transportation.

HOW LONG CAN I KEEP MY PROPERTY?

Continued use of your property usually depends on when construction must begin, including utility relocations, and the demolition and/or clearance of buildings. If construction must begin before the trial, the Department will seek a court order for early possession of your property.

In this regard the Department will be required to deposit with the State Treasurer, the probable amount of just compensation, as determined by an appraisal as security for the value of the property rights it is seeking. The court will determine if the amount of money deposited is adequate. Once the deposit is made the owner may withdraw all or a portion of it at any time during the condemnation proceedings.

The court may then grant to the Department an order for early possession allowing the Department to use the property for construction of the project.

To obtain an Order for Possession, the Department will file a motion with the court and schedule a hearing 90 days after you and all occupants of the property are served with the motion papers (60 days if the property is unoccupied). You and the occupants, if any, will have 30 days to oppose the motion. Once the court grants an Order for Possession of the property, the Department may obtain possession of the property 30 days after the owner and any occupants are served with the Order.

Subject to the rights of any other persons having an interest in the property, you may withdraw all or part of the pre-Judgement deposit.

If you do not make a withdrawal, the Department will pay interest on the eventual court award, or agreed settlement sum from the time it legally occupied your property until the date of final payment to you. Interest will accrue at the applicable statutory rate until paid at the time of final settlement.

The Department's Right of Way Agent assigned to purchase your property will assist you in the transaction and will be available to answer any additional questions you may have.

DEFINITIONS

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

Acquire

To purchase

Answer

The property owner's written reply, in appropriate legal form, filed with the court in response to the eminent domain complaint and as requested by the summons.

Compensation

The amount of money to which a property owner is entitled under the law for the purchase of their property and any related damages.

Complaint

The document filed with the court by the Department which initiates an eminent domain proceeding.

Condemnation

The legal process by which a proceeding in eminent domain is accomplished.

Counsel

An attorney or attorneys

Department

The State of California acting through the Department of Transportation.

Eminent Domain

The right of government to purchase private property for public use.

Fair Market Value

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.

Final Order of Condemnation

The instrument which, when recorded, transfers title to public ownership.

Judgment

The court's formal decision based on applicable law and the verdict.

Just Compensation

The measure of Just Compensation is Fair Market Value.

Loss of Business Goodwill

A loss in the value of a business caused by the Department's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.

Parcel

Usually means the property that is being acquired.

Plaintiff

The public agency that desires to purchase the property.

Possession

Legal control; to have the right to use.

Property

The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

Right of Entry

An agreement between an owner and the Department which allows the Department to utilize the property while continuing to negotiate the terms of settlement. Interest, calculated at the statutory rate, is included in the settlement upon conclusion of the transaction.

Summons

Notification of filing of a lawsuit in eminent domain and of the necessity to file answer or other responsive pleading.

Title

Legal ownership

Trial

The hearing of the facts from a plaintiff and defendant in court of law, either with or without a jury.

Verdict

The amount of just compensation to be paid for a property including any damages to the remainder, if applicable.

NOTES

NOTES

**STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DIVISION OF RIGHT OF WAY AND LAND SURVEYS**

OCTOBER 2020

This is an informational pamphlet only. It is not intended to give a complete statement of all State or federal laws and regulations pertaining to the purchase of your property for a public use, the Relocation Assistance Program, technical legal definitions, or any form of legal advice.

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information contact:

***Division of Right of Way and Land Surveys
(916) 654-5413
or write:
1120 N Street, MS 37
Sacramento, CA 95814***

NONDISCRIMINATION STATUTES

- **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. 2000, provides in Section 601 that:

“No person in the United States shall, on the ground 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.” (PROHIBITS DISCRIMINATION IN IMPACTS, SERVICES, AND BENEFITS OF, ACCESS TO, PARTICIPATION IN, AND TREATMENT UNDER A FEDERAL-AID RECIPIENT'S PROGRAMS OR ACTIVITIES)

- **The Age Discrimination Act of 1975**, as amended 42 U.S.C. 6101, provides:

“No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON AGE)

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, 42 U.S.C. 4601, provides:

“For the fair and equitable treatment of persons displaced as direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.” (PROVIDES FOR FAIR TREATMENT OF PERSONS DISPLACED BY FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS)

- **The Federal-aid Highway Act**, 49 U.S.C. 306

Outlines the responsibilities of the U.S. Department of Transportation and, at (c) outlines the Secretary's authority to decide whether a recipient has not complied with applicable Civil Rights statutes or regulations, requires the Secretary to provide notice of the violation, and requires necessary action to ensure compliance.

- **The 1973 Federal-aid Highway Act**, 23 U.S.C. 324, provides:

“No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this Title or carried on under this title.” (PROHIBITS DISCRIMINATION ON THE BASIS OF SEX)

- **The Civil Rights Restoration Act of 1987**, P.L. 100-209, provides:

Clarification of the original intent of Congress in Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (RESTORES THE BROAD, INSTITUTION-WIDE SCOPE AND COVERAGE OF THE NON-DISCRIMINATION STATUTES TO INCLUDE ALL PROGRAMS AND ACTIVITIES OF FEDERAL-AID RECIPIENTS, SUB-RECIPIENTS AND CONTRACTORS, WHETHER SUCH PROGRAMS AND ACTIVITIES ARE FEDERALLY ASSISTED OR NOT)

- **The Uniform Relocation Act Amendments of 1987**, P.L. 101-246, provides:

"For fair, uniform, and equitable treatment of all affected persons; ...(and) minimizing the adverse impact of displacement... (to maintain) ...the economic and social well-being of communities; and...to establish a lead agency and allow for State certification and implementation." (UPDATED THE 1970 ACT AND CLARIFIED THE INTENT OF CONGRESS IN PROGRAMS AND PROJECTS WHICH CAUSE DISPLACEMENT)

- **The Americans with Disabilities Act**, P.L. 101-336, provides:

"No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government." (PROVIDED ENFORCEABLE STANDARDS TO ADDRESS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES)

- **The Civil Rights Act of 1991**, in part, amended Section 1981 of 42 U.S.C. by adding two new sections that provided:

"(b) For the purposes of this section, the term 'make and enforce contracts' includes the making, performance, modification, and termination of contracts and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

(c) The rights protected by this section are protected against impairment by non-governmental discrimination and impairment under color of State law."

- **Title VIII of the 1968 Civil Rights Act**, 42 U.S.C. 3601, provides that:

“(I) It shall be unlawful...to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion or national origin.”
(PROHIBITS DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING – HUD is the primary interest agency, but FHWA and States under Title VI are responsible for preventing discrimination in the function of Right-of-Way)

- **The National Environmental Policy Act of 1969**, 42 U.S.C. 4321

Requires the consideration of alternatives, including the “no-build” alternative, consideration of social, environmental and economic impacts, public involvement, and use of a systematic interdisciplinary approach at each decision-making stage of Federal-aid project development.

- **Title IX of the Education Amendments of 1972**

Makes financial assistance available to institutions of higher education to:
(1) strengthen, improve and, where necessary, expand the quality of graduate and professional programs leading to an advanced degree; (2) establish, strengthen, and improve programs designed to prepare graduate and professional students for public service; and (3) assist in strengthening undergraduate programs of instruction in certain instances.

- **Section 504 of the Rehabilitation Act of 1973**, 29 U.S.C. 790, provides that:

“(N)o qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON PHYSICAL OR MENTAL HANDICAP)

Source: U.S. Department of Transportation
Federal Highway Administration Title VI Handbook
Title VI Nondiscrimination in the Federal-Aid Highway Program
FHWA Publication No. FHWA-HCR-06-006

TITLE VI AND OTHER DISCRIMINATION COMPLAINT FORM

OCR-0002 (REV 04/2020)

Page 1 of 3

Section I - Applicability

Name:	Electronic Mail Address:
Phone Number (Include Area Code):	Work Phone Number (Include Area Code):
Address:	City, State, Zip:
Accessible Format Requirements: <input type="checkbox"/> Large Print <input type="checkbox"/> TDD <input type="checkbox"/> Audio Tape <input type="checkbox"/> Other	
Are you filing this complaint on your own behalf? <input type="checkbox"/> Yes (Go to Section II) <input type="checkbox"/> No	

If not, please supply the name and relationship
of the person for whom you are complaining:

Briefly and clearly explain why you have filed for a third party.

Section II - Title VI

Discrimination Because of: <input type="checkbox"/> Race <input type="checkbox"/> Color <input type="checkbox"/> National Origin	Other Areas of Discrimination: <input type="checkbox"/> Sex <input type="checkbox"/> Age <input type="checkbox"/> Disability <input type="checkbox"/> Retaliation
Name and Position of Person(s) That Discriminated Against You:	Location Including City, State, Zip:

Explain as briefly and clearly as possible what happened, and how you were discriminated against. Include date of alleged discrimination (Month, Day, Year). Indicate all persons who were involved. Be sure to describe how other persons were treated differently than you. Attach any written material pertaining to your case.

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.

TITLE VI AND OTHER DISCRIMINATION COMPLAINT FORM

OCR-0002 (REV 04/2020)

Page 2 of 3

The laws prohibit retaliation against anyone because he/she has taken action, or participated in an action, to secure rights protected by these laws. If you feel you have been retaliated against (separate from the discrimination alleged above), please explain briefly and clearly the circumstances below. Please explain what actions you took which you believe were the basis for the allegation of retaliation.

What remedy or action, do you seek for the alleged discrimination?

Have you previously filed a complaint with this agency? ☐ Yes ☐ No

Have you filed, or intend to file, a charge or complaint with the following?

☐ U.S. Equal Employment Opportunity Commission

☐ Federal Highway Administration/U.S. Department of Transportation

☐ Federal or ☐ State Court

☐ Federal Transit Administration/U.S. Department of Transportation

☐ Department of Fair Employment and Housing

If you have already filed a charge or complaint, please provide information about a contact person at the agency/court where the complaint was filed.

Name:

Title:

Agency/Court:

Address:

Telephone Number (Including Area Code):

Date Filed:

Case Number:

Date of Trial/Hearing:

Provide any additional information, including witnesses, that you believe would assist in the investigation.

Signature of Complainant:

Date:

FOR OFFICE USE ONLY

Location:

District/Division:

Case:

Date Complaint Received:

Date Referred:

Processed by:

Referred to: ☐ USDOT ☐ FHWA ☐ FTA ☐ OTHER _____

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TITLE VI AND OTHER DISCRIMINATION COMPLAINT FORM

OCR-0002 (REV 04/2020)

Page 3 of 3

INSTRUCTIONS**Section I**

Applicability – The complaint procedures apply to the beneficiaries of Caltrans programs, activities, and services, including but not limited to the public, contractors, subcontractors, consultants, and other sub-recipients of Federal funds.

All complaints must be in writing and signed by the complainant. Complaints must include the complainant's name, address, phone number, and specify all issues and circumstances of the alleged discrimination. In cases where the complainant is incapable of providing a written statement such as limited English proficient or having a disability, the complainant may be assisted in converting the verbal into a written complaint.

Section II

Title VI – Any person who believes he/she has been excluded from participation in or denied benefits or services of any program or activity administered by Caltrans, or its sub-recipients, consultants, and contractors.

Discrimination Because of – Allegations must be based on issues involving race, color, national origin for a Title VI complaint or sex, age, disability, or retaliation.

Filing Options and Time Limits – The use of the complaint form is not mandatory. You may submit your complaint in any form that includes your signature. Title VI discrimination complaints may be filed with Caltrans, the Federal Highway Administration, or other agencies that provide federal financial assistance to Caltrans.

Complaints must be filed no later than 180 days after the date of the alleged act of discrimination or retaliation unless the time for filing is extended. Failure to supply all information may be grounds for rejecting your complaint.

Submit Complaints – The original-signed complaint form or letter is mailed to:

California Department of Transportation
Office of Civil Rights
Attention: Title VI Branch Manager
1823 14th Street, MS 79
Sacramento, CA 95811

Information – Email: Title.VI@dot.ca.gov
Phone: (916) 324-8379
Website: <https://dot.ca.gov/programs/civil-rights/title-vi>

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular.

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.