



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 4236

May 24, 2023

Mr. Sukhwinder Singh
2045 N Armstrong Ave,
Fresno, CA 93727

APN: 574-130-05
Project No.: PW01021

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

Dear Property Owner,

The City of Fresno wishes to present an offer to purchase a portion of your property at 2045 N Armstrong Ave, Fresno, CA APN 574-130-05, to construct a storm drain pipeline. A description of the property is attached to the Purchase and Sale Agreement as Exhibit "A".

The City has established \$924,000.00 to be the amount of just compensation for the acquisition of the property and the City offers to pay the total sum of \$924,000.00 as compensation for the acquisition of the parcel. The terms of the payment are shown on Page 1 and Exhibit "C" of the attached Purchase and Sale Agreement.

Due to City's need to acquire the property, City will pay for all recording fees, escrow fees, title insurance charges, transfer taxes, re-conveyance 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 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 of each of the deeds signed and notarized 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
- Agreement for Purchase and Sale of Real Property
- Grant Deed with Exhibits
- Easement Deed with Exhibits
- Appraisal
- 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:	PW01021 / T-6201 McKinley & Armstrong	
ASSESSOR'S PARCEL NO. (APN#):	574-130-05	
OWNER:	Sukhwinder Singh	
PROPERTY LOCATION:	2045 N Armstrong Ave, Fresno, CA 93727	
APPLICABLE ZONING:	RS-5	
CURRENT USE OF SUBJECT PROPERTY:	Agricultural Land	
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	As Vacant: Residential As Improved: Residential Of Remainder: Residential	
DATE OF VALUATION:	3/16/2023	
TOTAL PROPERTY AREA:	± 475,675 square feet	
PROPERTY TO BE ACQUIRED:	ALL []	PART [X]
Type/Number of Easements	<p>Acquisition 1 is an area along the south side of Assessor's parcel 574-130-05 and will be acquired in fee. This fee simple acquisition will consist of 131,987 square feet, or 3.0300 acres.</p> <p>Acquisition 2 is an area along the south side of Assessor's parcel 574-130-05 and will be acquired in permanent easement. This easement acquisition will consist of 52,942 square feet, or 1.2154 acres.</p>	
IMPROVEMENTS TO BE ACQUIRED:	Chicken fencing, dog run fencing, chicken gate, dog run gate, chicken coup, well and pump	

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

ACQUISITION 1

Fee Simple Acquisition:

131,987 square feet @ \$3.50 \$461,955.00

ACQUISITION 2

Permanent Easement Acquisition:

52,942 square feet @ \$3.50 \$185,297.00

Cost to Cure:

Chicken Fencing	\$ 6,678.00
Dog Run Fencing	\$ 10,715.00
Chicken Gate	\$ 431.00
Dog Run Gate	\$ 431.00
Chicken Coup	\$ 8,390.00
Well & Pump	<u>\$250,000.00</u>

Total Cost to Cure: \$276,645.00

Severance Damages \$ 0.00

Benefits \$ 0.00

Total Compensation \$923,897.00

Total Just Compensation for this Acquisition (Rounded) \$924,000.00

NINE HUNDRED TWENTY-FOUR THOUSAND 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.

City of Fresno

Approved for Purchase Offer and Acquisition:

By: Nancy Bruno Date: May 24, 2023

Name: Nancy Bruno

Title: Supervising Real Estate Agent

Att: Land Comparable Summary Table

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

Project: PW01021
APN#: 574-130-05

City of Fresno – T-6201 McKinley & Armstrong
(Sukhwinder Singh)

The proposed project consists of expanding McKinley Avenue.

Your property, located in Fresno, California, is within the project area and identified by your County Assessor as Parcel Numbers 574-130-05.

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 are described in the accompanying Deeds.
4. The market value of the property being purchased is based upon a market value appraisal which is \$924,000.00, 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 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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LAND COMPARABLE SUMMARY TABLE

Comp	City Assessor Parcel No(s)	Date Price	Land SF Price per Land SF	Highest & Best Use Acres	Utilities Zoning	Comments
1	Fresno	3/2/22	209,088	Residential	All Available	The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1968. The improvement added nominal value to the land.
	511-250-01	\$760,000	\$3.63	4.80	RS-4	
2	Fresno	3/7/22	213,840	Residential	All Available	The property consists of one rectangular parcel of land. There are improvements on the property that added nominal value to the land due to their age.
	312-753-16	\$699,950	\$3.27	4.91	RS-4	
3	Fresno	6/14/22	214,500	Residential	All Available	The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1973. The improvement added nominal value to the land.
	511-171-19	\$775,000	\$3.61	4.92	RS-5	
4	Fresno	6/24/22	625,086	Residential	All Available	The sales consists of one irregular parcel of land. The property is located on the southwest corner of Clinton and Armstrong Avenue. The property is in the process of annexation and is located within the Clovis Unified School District.
	574-050-02	\$1,800,000	\$3.23	12.80	RS-5	

**AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND
ESCROW INSTRUCTIONS**

APN 574-130-05

**Tract-6201 McKinley Avenue Right of Way Project
City Project No.: PW01021**

This Agreement for purchase and sale of real property (Agreement) is entered into by and between Sukhwinder Singh, (Owner), without regard to number or gender, and CITY OF FRESNO, a municipal corporation (City) for fee acquisition and 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", consists of property granted in fee and in permanent street easement and right of way to facilitate the Tract-6201 McKinley Avenue Right of Way Project ("Project"), situated in the City of Fresno, County of Fresno, State of California. The Subject Property is generally located at 2045 N. Armstrong Avenue, Clovis, California 93727. The portion of the Subject Property being acquired totals ±184,929 square feet in size, within Assessor's Parcel Number 574-130-05, and is more particularly described and depicted on Exhibit "A" and Exhibit "B", attached hereto, and incorporated herein by reference.
2. Owner agrees to grant to City property in fee and permanent street easement and right of way, 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 NINE HUNDRED TWENTY-FOUR THOUSAND, DOLLARS (\$924,000.00) for the Subject Property, 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.
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 Owner's 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 City and the payment of NINE HUNDRED TWENTY-FOUR THOUSAND, DOLLARS (\$924,000.00) as 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 City harmless and reimburse 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 First American Title Company at 211 East Caldwell Avenue Visalia, CA 93277. Ann Kay 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 grant deed and deed of easement 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 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 Subject 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 Owner's 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 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. **Non-Material Changes.** The Public Works Director of the City, or designee, may execute any supplemental escrow instructions and may make minor modifications to this Agreement, the exhibits, and the documents referenced herein, provided such modifications do not constitute a material change to this Agreement.
- k. 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 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

Sukhwinder Singh

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

By: _____
Sukhwinder Singh 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: _____
Kelsey Seib Date
Deputy City Attorney

By: _____
Deputy Date

Attachments:

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

Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

EXHIBIT "A"

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623
ATTN: ROW Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 574-130-05 (portion)

DEED OF EASEMENT

SUKHWINDER SINGH, GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation, GRANTEE, an easement and right-of-way for public street and utility purposes over, under, through and across that Real Property situated in the City of Fresno, County of Fresno, State of California, more particularly described and shown as follows:

See Exhibits "A" and "B" which are attached and incorporated herein.

By: _____
Sukhwinder Singh

Dated: _____

2023-091
15-A-10299
PLAT: 2268
T-6201

Exhibit "A"

Legal Description

APN: 574-130-05 (Portion)
Street Easement

That portion of Lot 14 of the subdivision of Section 27, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Volume 5 of Plats at Page 14, Fresno County Records, described as follows:

BEGINNING at the Southeast corner of the Southwest quarter of said Section 27; thence North 89°59'23" West, along the South line of said Southwest quarter, a distance of 44.00 feet; thence North 00°00'18" West, parallel with and 44.00 feet West of the East line of said Southwest quarter, a distance of 80.73 feet; thence North 44°59'51" West, a distance of 21.60 feet to a point being 96.00 feet North of the South line of said Southwest quarter; thence North 89°59'23" West, parallel with and 96.00 feet North of the South line of said Southwest quarter, a distance of 104.62 feet; thence North 86°10'33" West, a distance of 120.27 feet to a point being 104.00 feet North of the South line of said Southwest quarter; thence North 89°59'23" West, parallel with and 104.00 feet North of the South line of said Southwest quarter, a distance of 1044.19 feet to a point on the West line of said Lot 14; thence North 00°02'39" East, along the West line of said Lot 14, a distance of 36.00 feet to a point being 140.00 feet North of the South line of said Southwest quarter; thence South 89°59'23" East, parallel with and 140.00 feet North of the South line of said Southwest quarter, a distance of 1298.05 feet to a point being 30.00 feet West of the East line of said Southwest quarter, said point being on the West line of that area granted to the County of Fresno described in Grant Deed recorded August 15, 1994 as Document No. 94127182, Official Records of Fresno County; thence, along the Westerly, Southerly and Easterly lines of said area, the following three (3) courses: (1) South 00°00'18" East, parallel with and 30.00 feet West of the East line of said Southwest quarter, a distance of 100.00 feet to a point being 40.00 feet North of the South line of said Southwest quarter; thence (2) South 89°59'23" East, parallel with and 40.00 feet North of the South line of said Southwest quarter, a distance of 10.00 feet to a point being 20.00 feet West of the East line of said Southwest quarter; thence (3) North 00°00'18" West, parallel with and 20.00 feet West of the East line of said Southwest quarter, a distance of 100.00 feet to a point being 140.00 feet North of the South line of said Southwest quarter; thence South 89°59'23" East, parallel with and 140.00 feet North of the South line of said Southwest quarter, a distance of 20.00 feet to a point on the East line of said Southwest quarter; thence South 00°00'18" East, along the East line of said Southwest quarter, a distance of 140.00 feet to the **POINT OF BEGINNING**.

Containing 52,942 square feet, more or less.

2023-091
15-A-10299
PLAT: 2268
T-6201



EXHIBIT " B "

THE WEST LINE OF LOT 14 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED IN VOLUME 5 OF PLATS AT PAGE 14, FRESNO COUNTY RECORDS.

* INDICATES AREA TO BE DEEDED TO THE CITY OF FRESNO FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES.

10.00' GRANTED TO THE COUNTY OF FRESNO PER GRANT DEED RECORDED AUGUST 15, 1994 AS DOCUMENT No. 94127182, OFFICIAL RECORDS OF FRESNO COUNTY.

AREA: 52,942 SQUARE FEET, +/-

OWNER: SUKHWINDER SINGH

APNs: 574-130-05

GRANT DEED RECORDED JANUARY 29, 2015 AS DOCUMENT No. 2015-0009684-00, OFFICIAL RECORDS OF FRESNO COUNTY.

EAST McKINLEY AVENUE

ARMSTRONG AVENUE

EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN

NORTH

GRANT DEED RECORDED JANUARY 29, 2015 AS DOCUMENT No. 2015-0009684-00, OFFICIAL RECORDS OF FRESNO COUNTY.

SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN

POINT OF BEGINNING: THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN



SCALE: 1" = 50'

Oct. 1, 2020
Oct. 5, 2020
Feb. 4, 2021
19-076

<p>Ref. & Rev.</p> <p>2023-091 PLAT: 2268 T-6201</p>	<p>CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS</p> <p>PORTION OF LOT 14 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED IN VOLUME 5 OF PLATS AT PAGE 14, FRESNO COUNTY RECORDS, TO BE DEEDED TO THE CITY OF FRESNO FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES.</p>	<p>Proj. ID: - Fund No.: - Org. No.: -</p> <p>Dr.By: CMR Ck.By: Date: May 30, 2019 Scale: 1"=50'</p>	<p>SHEET NO. 1 OF 1 SHEETS</p> <p>15-A-10299</p>
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Recording Requested By:
Public Works Department
City of Fresno
No Fee-Gov't. Code Sections
6103 and 27383

EXHIBIT "B"

When Recorded, Mail To:
Public Works Department
City of Fresno
2600 Fresno Street
Fresno, CA. 93721-3623
ATTN: ROW Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN 574-130-05 (portion)

GRANT DEED

SUKHWINDER SINGH,

GRANTOR, hereby GRANTS to the City of Fresno, a municipal corporation,
GRANTEE, the following Real Property situated in the City of Fresno, County of Fresno,
State of California, more particularly described and shown as follows:

See Exhibits "A" and "B" which are attached and incorporated herein.

By: _____
Sukhwinder Singh

Dated: _____

2023-092
PLAT: 2268
T-6201

Exhibit "A"

APN: 574-130-05 (Portion)

That portion of Lot 14 of the subdivision of Section 27, Township 13 South, Range 21 East, Mount Diablo Base and Meridian, in the City of Fresno, County of Fresno, State of California, according to the map thereof recorded in Volume 5 of Plats at Page 14, Fresno County Records, described as follows:

COMMENCING at the Southeast corner of the Southwest quarter of said Section 27; thence North $89^{\circ}59'23''$ West, along the South line of said Southwest quarter, a distance of 44.00 feet to the **TRUE POINT OF BEGINNING**;

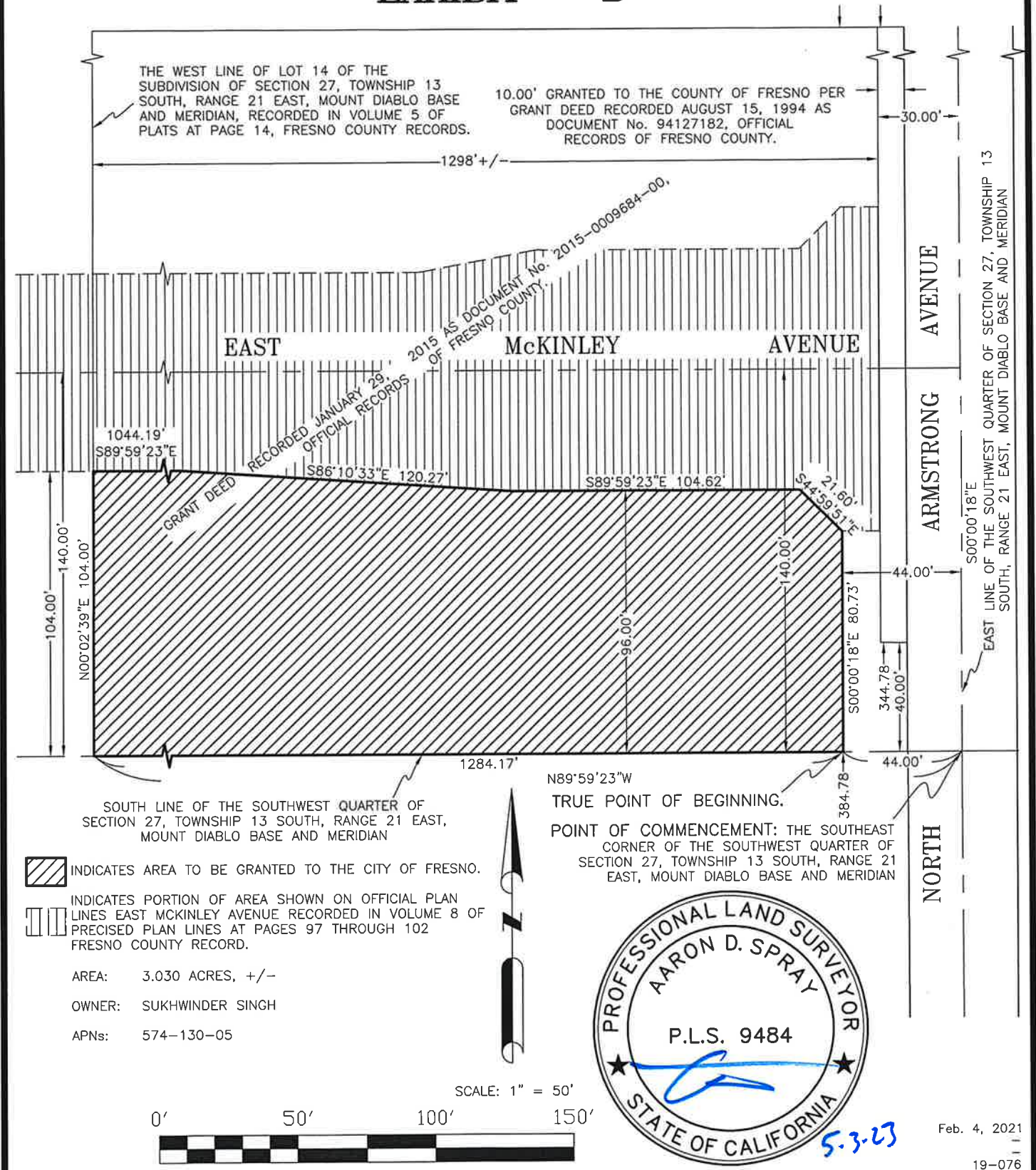
Thence North $89^{\circ}59'23''$ West, continuing along the South line of said Southwest quarter, a distance of 1284.17 feet to the Southwest corner of said Lot 14; thence North $00^{\circ}02'39''$ East, along the West line of said Lot 14, a distance of 104.00 feet; thence South $89^{\circ}59'23''$ East, parallel with and 104.00 feet North of the South line of said Southwest quarter, a distance of 1044.19 feet; thence South $86^{\circ}10'33''$ East, a distance of 120.27 feet to a point being 96.00 feet North of the South line of said Southwest quarter; thence South $89^{\circ}59'23''$ East, parallel with and 96.00 feet North of the South line of said Southwest quarter, a distance of 104.62 feet; thence South $44^{\circ}59'51''$ East, a distance of 21.60 feet to a point being 44.00 feet West of the East line of said Southwest quarter; thence South $00^{\circ}00'18''$ East, parallel with and 44.00 feet West of the East line of said Southwest quarter, a distance of 80.73 feet to the **TRUE POINT OF BEGINNING**.

Containing 3.030 acres, more or less.



2023-092
PLAT: 2268
T-6201

EXHIBIT " B "



Ref. & Rev.

2023-092
PLAT: 2268
T-6201CITY OF FRESNO
DEPARTMENT OF PUBLIC WORKS

PORTION OF LOT 14 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED IN VOLUME 5 OF PLATS AT PAGE 14, FRESNO COUNTY RECORDS, TO BE GRANTED TO THE CITY OF FRESNO.

Proj. ID: -
Fund No.: -
Org. No.: -Dr. By: GMR
Ck. By:
Date: Jan. 18, 2021
Scale: 1"=50'SHEET NO. 1
OF 1 SHEETS

APPRAISAL SUMMARY STATEMENT

BASIC DATA

PROJECT:	PW01021 / T-6201 McKinley & Armstrong	
ASSESSOR'S PARCEL NO. (APN#):	574-130-05	
OWNER:	Sukhwinder Singh	
PROPERTY LOCATION:	2045 N Armstrong Ave, Fresno, CA 93727	
APPLICABLE ZONING:	RS-5	
CURRENT USE OF SUBJECT PROPERTY:	Agricultural Land	
HIGHEST AND BEST USE OF SUBJECT PROPERTY:	As Vacant: Residential As Improved: Residential Of Remainder: Residential	
DATE OF VALUATION:	3/16/2023	
TOTAL PROPERTY AREA:	± 475,675 square feet	
PROPERTY TO BE ACQUIRED:	ALL []	PART [X]
Type/Number of Easements	<p>Acquisition 1 is an area along the south side of Assessor's parcel 574-130-05 and will be acquired in fee. This fee simple acquisition will consist of 131,987 square feet, or 3.0300 acres.</p> <p>Acquisition 2 is an area along the south side of Assessor's parcel 574-130-05 and will be acquired in permanent easement. This easement acquisition will consist of 52,942 square feet, or 1.2154 acres.</p>	
IMPROVEMENTS TO BE ACQUIRED:	Chicken fencing, dog run fencing, chicken gate, dog run gate, chicken coup, well and pump	

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**ACQUISITION 1****Fee Simple Acquisition:**

131,987 square feet @ \$3.50 \$461,955.00

ACQUISITION 2**Permanent Easement Acquisition:**

52,942 square feet @ \$3.50 \$185,297.00

Cost to Cure:

Chicken Fencing	\$ 6,678.00
Dog Run Fencing	\$ 10,715.00
Chicken Gate	\$ 431.00
Dog Run Gate	\$ 431.00
Chicken Coup	\$ 8,390.00
Well & Pump	<u>\$250,000.00</u>

Total Cost to Cure: \$276,645.00

Severance Damages \$ 0.00

Benefits \$ 0.00

Total Compensation \$923,897.00

Total Just Compensation for this Acquisition (Rounded) \$924,000.00

NINE HUNDRED TWENTY-FOUR THOUSAND 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.

City of Fresno**Approved for Purchase Offer and Acquisition:**

By: _____ Date: _____

Name: Nancy Bruno

Title: Supervising Real Estate Agent

Att: Land Comparable Summary Table

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

Project: PW01021
APN#: 574-130-05

City of Fresno – T-6201 McKinley & Armstrong
(Sukhwinder Singh)

The proposed project consists of expanding McKinley Avenue.

Your property, located in Fresno, California, is within the project area and identified by your County Assessor as Parcel Numbers 574-130-05.

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 are described in the accompanying Deeds.
4. The market value of the property being purchased is based upon a market value appraisal which is \$924,000.00, 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 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.
-

LAND COMPARABLE SUMMARY TABLE

Comp	City Assessor Parcel No(s)	Date Price	Land SF Price per Land SF	Highest & Best Use Acres	Utilities Zoning	Comments
1	Fresno	3/2/22	209,088	Residential	All Available	The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1968. The improvement added nominal value to the land.
	511-250-01	\$760,000	\$3.63	4.80	RS-4	
2	Fresno	3/7/22	213,840	Residential	All Available	The property consists of one rectangular parcel of land. There are improvements on the property that added nominal value to the land due to their age.
	312-753-16	\$699,950	\$3.27	4.91	RS-4	
3	Fresno	6/14/22	214,500	Residential	All Available	The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1973. The improvement added nominal value to the land.
	511-171-19	\$775,000	\$3.61	4.92	RS-5	
4	Fresno	6/24/22	625,086	Residential	All Available	The sales consists of one irregular parcel of land. The property is located on the southwest corner of Clinton and Armstrong Avenue. The property is in the process of annexation and is located within the Clovis Unified School District.
	574-050-02	\$1,800,000	\$3.23	12.80	RS-5	



THE DORÉ GROUP

INTERNATIONAL REAL ESTATE CONSULTATION
AND FORENSIC VALUATION

Real Estate Appraisal Report

McKinley Avenue Right of Way, Singh Property



Prepared For:

Nancy Bruno
Public Works – Real Estate Services
City of Fresno
2600 Fresno Street, 4th Floor
Fresno, CA 93721



March 29, 2023

Nancy Bruno
Public Works – Real Estate Services
City of Fresno
2600 Fresno Street, 4th Floor
Fresno, CA 93721

Re: McKinley Avenue Right of Way, Singh Property
Assessor Parcel Number: 574-130-05
2045 N. Armstrong Avenue
Fresno, Fresno County, California, 93727

Dear Ms. Bruno:

Pursuant to your request, we performed an appraisal of the above referenced property as more particularly described in the appraisal report to follow. More specifically, a portion of the subject property may be purchased by the City of Fresno. The property is owned by Sukhwinder Singh, and the larger parcel consists of one parcel of land totaling 10.92 acres, or 475,675 square feet. The subject is zoned for residential use and has both legal and physical access.

A Notice of Decision to Appraise letter (NODA) was sent to the property owner on February 9, 2023. The owner did not respond and was not available during the inspection of the property which occurred on March 16, 2023. The date of value is March 16, 2023.

As part of the scope of work for this assignment, we have gathered pertinent information, sales, and other data relevant to the valuation, and analyzed the data to reach our conclusions. This appraisal is prepared in a summary style report as set out in the Uniform Standards of Professional Appraisal Practice.

This report was prepared for Nancy Bruno, City of Fresno and is intended only for their specified use. The intended use of this appraisal is to provide a current opinion of market value based on highest and best use of the subject property and all relevant property rights and interests.

This appraisal report has been prepared in accordance with our interpretation of the State of California's guidelines and requirements and the *Uniform Standards of Professional Appraisal Practice (USPAP)*.

Your attention is directed to the Hypothetical Conditions, Extraordinary Assumptions, and General Conditions and Assumptions sections of this report. Acceptance of this report constitutes an agreement with these conditions and assumptions. In particular, we note the following:

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as "that which is contrary to what exists but is supposed for the purposes of analysis."¹

- The subject property is subject to an acquisition for eminent domain for the City of Fresno as such the reference to full or partial take of the property has not occurred as of the date of value. Therefore, any value conclusion related to full or part take is considered a hypothetical condition because it represents an event that has not yet occurred.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as "an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraisers' opinions or conclusions."²

- We have assumed the gross acreage figure reported on the right of way appraisal map excludes land areas dedicated for roadways.
- The subject property has been appraised subject to information, maps, and exhibits provided by the City of Fresno engineers. As such the engineering exhibits are integral to the value conclusions in the appraisal. We have assumed this information, as shown, reliable for analysis purposes.
- We have assumed that the irrigation well on the southeast corner of the subject property is fully functional. After discussions with Fresno Irrigation District, it has also been assumed that the depth of the well is approximately 125 feet.

¹ *The Dictionary of Real Estate Appraisal*, 6th Edition (Chicago: Appraisal Institute, 2015).

² Ibid.

- The concept of market value as used in this report is qualified to the extent that the subject property has been appraised in compliance with California Code of Civil Procedure Section 1263.330 which states that *“The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) The project for which the property is taken; (b) The eminent domain proceedings in which the property is taken.”*

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. We have not performed services, as appraisers, regarding the property that is the subject of this report.

Based on the appraisal described in the accompanying report, subject to the Hypothetical Conditions, Extraordinary Assumptions and General Conditions and Assumptions, we have made the following value conclusion(s):

VALUE INDICATIONS	
Larger Parcel Value	\$1,664,863
Fee Simple	\$461,955
Permanent Easement	\$185,297
Cost to Cure	\$276,645
Just Compensation	\$923,897
Rounded	\$924,000

The market exposure time³ preceding March 16, 2023 would have been 6 months and the estimated marketing period⁴ as of March 16, 2023 is 6 months.

³ Exposure Time: see definition in the Addenda.

⁴ Marketing Time: see definition in the Addenda.

Ms. Bruno
City of Fresno
March 29, 2023
Page 4

Thank you for the opportunity of submitting this appraisal. If we can be of further service, please do not hesitate to call.

Respectfully submitted,

The Doré Group



Lance W. Doré, MAI, FRICS
President / CEO
AG 002464
lwdore@thedoregroup.com



Emily Ming
Appraiser
AG 3003661
eming@thedoregroup.com

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

SUBJECT:	Singh Property 2045 N. Armstrong Avenue, Fresno, Fresno County, California, 93727
OWNER:	Sukhwinder Singh, a married man as his sole and separate property
LEGAL DESCRIPTION:	Lengthy, please refer to the PTR in the addenda.
DATE OF REPORT:	March 29, 2023
DATE OF VALUE:	March 16, 2023
DATE OF INSPECTION:	March 16, 2023
NODA LETTER:	The Notice of Decision to Appraise was mailed on February 9, 2023. The property owner's representatives were not responsive and were not available for the inspection.
DATE OF INSPECTION:	The subject property was inspected, and photos were taken on March 16, 2023. During the inspection, the appraiser was not accompanied by one of the property's managers. This was the last day of inspection.
REPORT TYPE:	This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(A). This format provides a summary of the appraisal process, subject and market data and valuation analyses.
PURPOSE OF APPRAISAL:	The purpose of the appraisal is to determined fair market value of the larger parcel and parts taken for the City of Fresno.
INTENDED USE:	The intended use of this appraisal is to assist the client in potential acquisition for the City of Fresno through the process of eminent domain to determine Just Compensation.
INTENDED USER(S):	Nancy Bruno, City of Fresno.

SALE AND OFFER HISTORY:

The subject property has not sold or transferred in the past five years. To the best of our knowledge, the subject is not currently marketed for sale, or under contract for sale.

HIGHEST AND BEST USE:

A complete as vacant and as improved highest and best use analysis for the subject has been made. Physically possible, legally permissible and financially feasible uses were considered, and the maximally productive use was concluded.

As Vacant: Residential

As Improved: Residential

Of Remainder: Residential

PROPERTY

PROPERTY IDENTIFICATION: The subject has been identified by the engineering maps provided by the client, and the assessor parcel number.

ASSESSOR PARCEL NUMBERS: 574-130-05

LARGER PARCEL: 10.92 Acres (Per Parcel Maps)

PROPOSED PARTIAL ACQUISITIONS:	Property Rights	Sq. Ft. (UF)	Acres
	Fee Simple	131,987	3.0300
	Permanent Easement	52,942	1.5154

UNECONOMIC REMAINDER: None.

ZONING: RS-5 (Residential Single-Family, Medium Density)

GENERAL PLAN: Residential Medium High Density (5.0 – 12 DU per Acre)

WILLIAMSON ACT: The subject is not encumbered with a Williamson Act contract

CONSISTENT USES:

North	Residential and Agricultural
South	Rural Residential and Agricultural
East:	Residential and Agricultural
West:	Rural Residential and Agricultural

IMPROVEMENTS: The property is improved with a single-family residence that will not be impacted by the acquisition. A dog run and chicken coup area will be impacted by the acquisition.

PERSONAL PROPERTY: None

VALUATION ANALYSES:

Cost Approach: A cost approach was not developed as the subject is land only.

Sales Comparison Approach: A sales approach was applied as there is adequate data to develop a value estimate and this approach reflects market behavior for this property type.

Income Approach:

An income approach was not developed due to the lack of sufficient information regarding the subject's production and expenses.

DEFINITION OF MARKET VALUE

Market Value Defined (California Code of Civil Procedures Section 1263.320)

- 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.

PROPERTY RIGHTS APPRAISED

The property right of ownership appraised was the fee simple estate. Fee simple interest does include mineral rights, unless otherwise stated. The fee simple title can be defined as follows:

“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.”⁵

⁵Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition (AI, Chicago: 2015).

SCOPE OF WORK

According to the *Uniform Standards of Professional Appraisal Practice*, it is the appraisers' responsibility to develop and report a scope of work that results in credible results that are appropriate for the appraisal problem and intended user(s). Therefore, the appraiser has identified and considered:

- the client and intended users;
- the intended use of the report;
- the type and definition of value;
- the effective date of value;
- assignment conditions;
- typical client expectations; and
- typical appraisal work by peers for similar assignments.

In preparing this report, we have identified one (1) fee simple acquisition and one (1) permanent easement. It is our intent to provide sufficient data and analysis which will support our value conclusions; thus, facilitating the client in making an offer(s) of just compensation to the property owners.

In providing this analysis we investigated numerous land sales and listings from the area and confirmed all data with buyers, sellers, brokers, property developers, and/or public officials when possible. We collected, confirmed, and reported data that were applicable in the valuation process. Data collection involved the use of various sources including the Multiple Listing Service, RealQuest, County deed records, and in-house materials. The data collected and confirmed have been reported to an extent sufficient for the particular appraisal problem involved.

The steps completed, and the material reviewed for this assignment includes, but are not limited to:

- Inspected and photographed the subject and its environs;
- Site inspection and interview with the property owner or their representatives;
- Researched current general plan and zoning data relevant to the subject;
- Researched micro/macro market conditions;
- Completed a detailed Highest and Best use;
- Completed the larger parcel analysis;
- Reviewed engineering and construction details for the High-Speed Rail Project;
- Reviewed proposed acquisition parcels and;
- Reviewed potential damages and benefits.

DOCUMENTATION

The Doré Group was provided with the document(s) listed below. Unless noted, the document(s) did not indicate any unusual or detrimental conditions that have an impact on value. These documents were assumed to be accurate and were relied upon in the valuation of the subject property.

- Right of Way Exhibit Map
- Preliminary title report, prepared by Fidelity National Title Insurance Company dated November 14, 2022, Order Number 5405-6927613.

Documents not received: Importantly, we requested a number of documents that were not provided. These include, but are not limited to:

- None.

No responsibility is assumed for any missing pertinent data contained within these documents and the reconciled value does not reflect knowledge of their content. If additional information becomes available, we reserve the right to revise our report and analysis. This may materially impact the value conclusions herein.

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the indicated Hypothetical Conditions and Extraordinary Assumptions; these can only be modified in a written document(s) executed by both parties.

HYPOTHETICAL CONDITIONS

A hypothetical condition is defined as “that which is contrary to what exists but is supposed for the purposes of analysis.”⁶

- The subject property is subject to an acquisition for eminent domain for the City of Fresno as such the reference to full or partial take of the property has not occurred as of the date of value. Therefore, any value conclusion related to full or part take is considered a hypothetical condition because it represents an event that has not yet occurred.

EXTRAORDINARY ASSUMPTIONS

An extraordinary assumption is defined as “an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraisers’ opinions or conclusions.”⁷

- We have assumed the gross acreage figure reported on the right of way appraisal map excludes land areas dedicated for roadways.
- The subject property has been appraised subject to information, maps, and exhibits provided by the City of Fresno engineers. As such the engineering exhibits are integral to the value conclusions in the appraisal. We have assumed this information, as shown, reliable for analysis purposes.
- We have assumed that the irrigation well on the southeast corner of the subject property is fully functional. After discussions with Fresno Irrigation District, it has also been assumed that the depth of the well is approximately 125 feet.
- The concept of market value as used in this report is qualified to the extent that the subject property has been appraised in compliance with California Code of Civil Procedure Section 1263.330 which states that “*The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) The project for which the property is taken; (b) The eminent domain proceedings in which the property is taken.*”

⁶ *The Dictionary of Real Estate Appraisal*, 6th Edition (Chicago: Appraisal Institute, 2015).

⁷ Ibid.

GENERAL CONDITIONS AND ASSUMPTIONS

The appraisal has been completed subject to the following General Conditions and Assumptions:

- This appraisal was completed per the requirements of the *Uniform Standards of Professional Appraisal Practice (USPAP)* and those additional requirements expected of a member of the Appraisal Institute. The development process used was a complete analysis that is documented in this Summary appraisal report.
- By use of this appraisal report, each party that uses this report agrees to be bound by all of the Hypothetical Conditions and Extraordinary Assumptions stated herein. The opinions are only as of the date stated in the appraisal report. Changes since that date in external and market factors, or in the subject property itself, can significantly affect the conclusions presented in the appraisal report.
- We were provided with a preliminary title report, prepared by First American Title Company dated November 14, 2022, Order Number 5405-6927613. We were not provided a map depicting the location of the identified easements. The property was appraised assuming there were no adverse easements, encroachments, or other encumbrances. We did review of right-of-way maps and assessor plat map which did not indicate any adverse easements. During our physical inspection we observed typical utility corridors and have assumed there is an associated easement(s). If subsequent to the submission of this report, it is discovered that easements or encroachments do exist on the subject property which may materially impact its value, we reserve the right to adjust our reconciled market value(s) as necessary given the new information.
- This appraisal is to be used only for the purpose stated herein. While distribution of this appraisal in its entirety is at the discretion of the client, individual sections shall not be distributed as this report is intended to be used in whole and not in part.
- All files, work papers and documents developed in connection with this assignment are the property of The Doré Group. No part of this appraisal, its value estimates, or the identity of the firm or the appraiser(s) may be communicated to the public through advertising, public relations, media sales, or other media without The Doré Group's prior written consent. If the appraisal report is referred to or included in any offering material or prospectus, the report shall be deemed referred to or included for informational purposes only and The Doré Group, its employees, and the appraiser(s) have no liability to such recipients. The Doré Group disclaims any and all liability to any party other than the party that retained The Doré Group to prepare the appraisal report.
- The information contained in this appraisal report, or upon which the report is based, has been gathered from sources the appraiser(s) assumes to be reliable and accurate. The owner of the subject property may have provided some of such information. Neither the appraiser(s), nor The Doré Group, shall be responsible for the accuracy or completeness of such information, including the correctness of estimates, opinions, dimensions, sketches, exhibits, and factual matters. Any authorized user of the appraisal

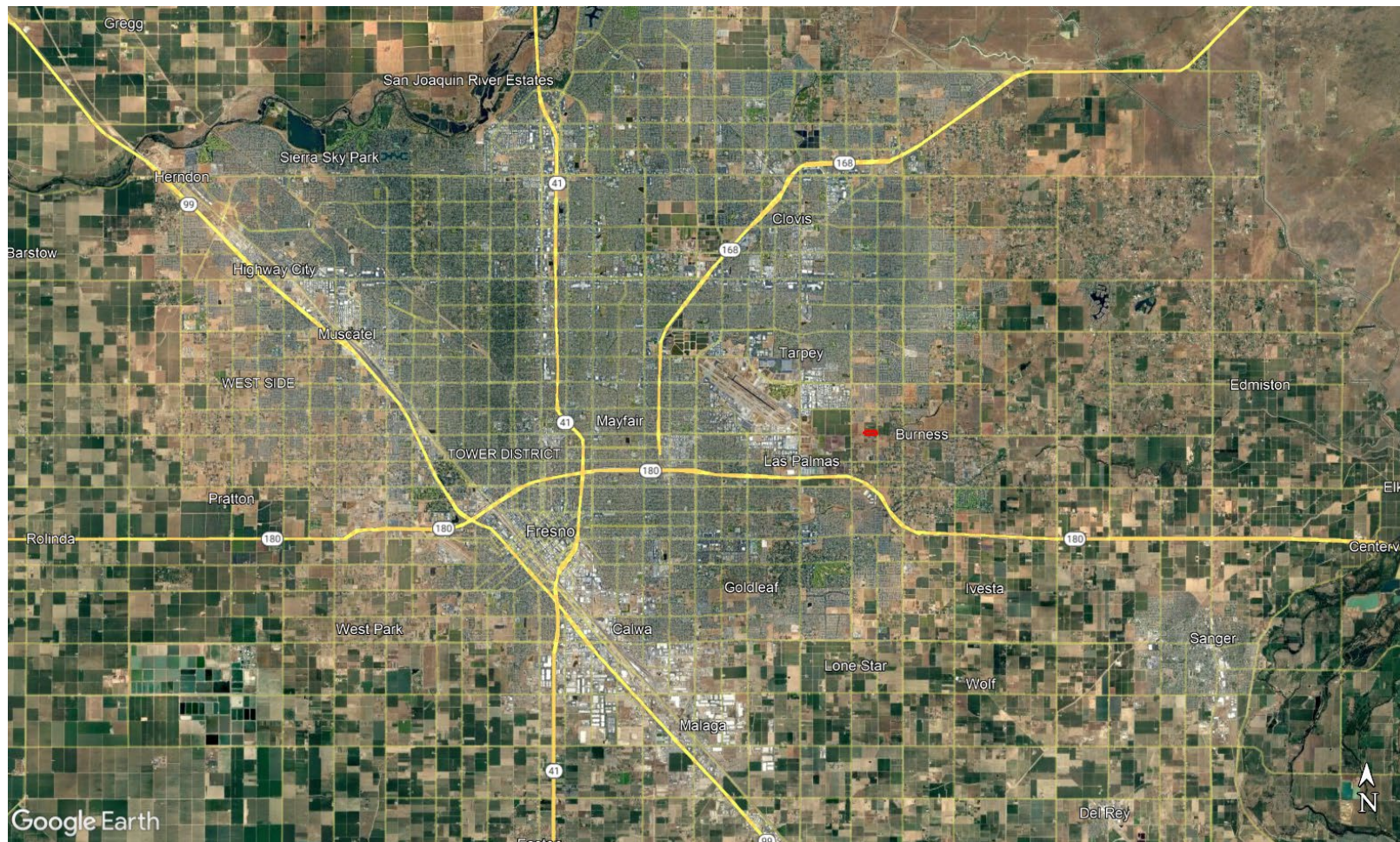
report is obligated to bring to the attention of The Doré Group any inaccuracies or errors that it believes are contained in the report. Any plans provided are intended to assist the client in visualizing the property; no other use of these plans is intended or permitted. Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

- No part of the appraisal report shall be used in conjunction with any other analyses. Reference to the Appraisal Institute or to the MAI designation is prohibited. Except as may be otherwise stated in the letter of engagement, the appraisal report may not be used by any person(s) other than the party(ies) to whom it is addressed or for purposes other than that for which it was prepared. Any authorized user(s) of this appraisal report who provides a copy to, or permits reliance thereon by, any person or entity not authorized by The Doré Group in writing to use or rely thereon, hereby agrees to indemnify and hold The Doré Group, its affiliates and their respective shareholders, directors, officers and employees, harmless from and against all damages, expenses, claims and costs, including attorneys' fees, incurred in investigating and defending any claim arising from or in any way connected to the use of, or reliance upon, the appraisal report by any such unauthorized person(s) or entity(ies).
- If the appraisal report is submitted to a lender or investor with the prior approval of The Doré Group, such party should consider this report as only one factor, together with its independent investment considerations and underwriting criteria, in its overall investment decision. Such lender or investor is specifically cautioned to understand all Hypothetical Conditions and Extraordinary Assumptions incorporated in this appraisal report.
- The appraiser(s) may not divulge the material (evaluation) contents of the report, analytical findings, or conclusions, or give a copy of the report to anyone other than the client, legal authorities via subpoena, or the Appraisal Institute.
- The appraisal report is based on the assumption of: (a) responsible ownership and competent management of the subject property; (b) no hidden or unapparent conditions of the subject property, subsoil or structures that render the property more or less valuable (no responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them); (c) full compliance with all applicable federal, state and local zoning and environmental regulations and laws, unless noncompliance is stated, defined and considered in the Report; and (d) all required licenses, certificates of occupancy and other governmental consents have been or can be obtained and renewed for any use on which the value opinion contained in the appraisal report is based.
- The presence of hazardous substances may affect the value of the subject property. No hidden or unapparent conditions of the subject property, subsoil or structure, including without limitation, asbestos, formaldehyde foam insulation, polychlorinated biphenyl, petroleum leakage, or agricultural chemicals, which would make the property more or less valuable, were discovered by or made known to the appraiser(s). The appraiser(s) is not qualified to test for such substances and no responsibility is assumed for such

conditions or engineering necessary to discover them. Unless otherwise stated, the appraiser(s) assumed there was no existence of hazardous materials or conditions, in any form, on or near the subject property.

- No opinion is intended to be expressed and no responsibility is assumed for the legal description or for any matters that are legal in nature or require legal expertise or specialized knowledge beyond that of a real estate appraiser. Title to the subject property was presumed to be good and merchantable and the property was appraised assuming there were no adverse easements, encroachments, liens, encumbrances, special assessments, or other restrictions.
- The appraised value was based on the assumption that there were no tax liens affecting the subject property. Unless otherwise noted, the subject property was found to be current in the payment of real estate taxes as of the date of value according to the applicable county treasurer-tax collector. It was assumed that any special assessments affecting the subject property are typical for the area and do not have an impact on the value conclusion in this report and that any outstanding bonds have been paid.
- The Doré Group was not provided with a Biological Survey detailing possible biological species. Without a recent biological survey of the property, it could not be determined which species are actually on or frequent the subject land. The vegetation cover on the subject land is typical for the area and may provide habitat for many indigenous animal species found throughout the area.
- No opinion is expressed with regard to potential seismic impact and it was assumed that the subject's potential risks are similar to those shared by most properties throughout the region. The Doré Group makes no warranty as to the seismic stability of the subject land. The assumption was made that any future development of the property, if any, would occur in accordance with all appropriate regulations and ordinances regarding grading, fill, and applicable building codes.
- Except as may be otherwise stated in the letter of engagement, the appraiser(s) shall not be required to give testimony in any court or administrative proceeding relating to the subject property or the appraisal. If the appraiser(s) is subpoenaed pursuant to a court order, the client agrees to pay The Doré Group's regular per diem rate plus expenses.
- In the event of a claim against The Doré Group, its affiliates, their respective officers or employees, or the appraiser(s) in connection with or in any way relating to this appraisal report or this engagement, the maximum damages recoverable shall be the amount of the monies actually collected by The Doré Group or its affiliates for this appraisal report and under no circumstances shall any claim for consequential damages be made.
- Necessary licenses, permits, consents, legislative or administrative authority from any local, state, or federal government, or private entity, are assumed to be in place or reasonably obtainable.

REGIONAL MAP



REGIONAL DESCRIPTION – FRESNO COUNTY



LOCATION

Fresno County is located in the six-county Central Valley region of the state of California, 196 miles south of San Francisco and 214 miles north of Los Angeles. This region is known as one of the most agriculturally rich in the U.S. The county is bordered by Mono, Madera and Merced Counties (north), Tulare and Kings Counties (south), San Benito and Monterey Counties (west), and Inyo County (east). The Coast Mountain Range lies to the west and, to the east, are the Sierra Nevada Mountains. With a total area of 6,011 square miles, the county is home to 15 incorporated cities and is the sixth largest county in the state in

terms of physical size and tenth largest in population. Fresno County comprises the Fresno, CA Metropolitan Statistical Area, which is included in the Fresno-Madera, CA Combined Statistical Area. The city of Fresno is the county seat and largest metropolitan area and serves as the county's commercial and cultural hub.

TRANSPORTATION

Due to its status as a primary agricultural area, Fresno County has a well-developed distribution transportation network, including major freeways, trucking firms, railways, parcel carriers, and an international airport. Two major freeways (Interstate 5 and Highway 99) and 9 smaller state freeways (Highways 41, 43, 63, 145, 168, 180, 198, 201, and 269) provide adequate vehicular access throughout the county. Local public bus service is operated by Fresno Area Express (city of Fresno), Clovis Transit Stageline (Clovis), and Fresno County Rural Transit Agency; Greyhound and Orange Belt Stages offer long distance bus service. Commercial rail transportation is provided by BNSF Railway, Union Pacific, and San Joaquin Valley Railroad, with Amtrak offering passenger service from a single terminal in the city of Fresno.

Fresno Yosemite International Airport is a joint civil-military public airport in the city of Fresno and is the only self-sufficient airport serving the central San Joaquin Valley. It offers regional and international passenger service with eight air carriers, as well as cargo service, and is also home to the Fresno National Guard Base and the 144th Fighter Wing of the California Air National Guard. The airport sits on 2,150 acres and has two runways and a helipad. Most of the air traffic is private aircraft with a small portion split between commercial and military. More than 1.2

million passengers travel through Fresno Yosemite International Airport each year. There are also several additional private and municipal aviation facilities throughout the county.

In 2010, the California High-Speed Rail Authority Board (CHSRA) voted to begin construction of the first part of the California High Speed Rail line near Madera and continue it to the city of Corcoran in neighboring Kings County. Construction Package 2-3 (CP 2-3) is in the Fresno to Bakersfield project section and includes the construction of the high-speed rail system south towards Kern County. According to the CHSRA, CP 2-3 will extend “more than 60 miles from the terminus of Construction Package 1 at East American Avenue in Fresno to approximately one mile north of the Tulare-Kern County line” at an estimated contract value of \$1.5 to \$2 billion. There are currently approximately six pending lawsuits in Sacramento County Superior Court challenging the CHSRA’s certification of the environmental impact report for the Fresno-Bakersfield line and their approval of the route through southern Fresno, Kings, Tulare and Kern counties. The CHSRA is proceeding with development of the line.

SERVICES

Pacific Gas & Electric Company provides gas and electricity to county residents and the city of Fresno’s Water Division provides most of the water and sewer. The primary law enforcement agency is the Fresno County Sheriff’s Department whose territory includes all unincorporated areas and contracted cities; additional law enforcement is provided by individual city police departments. The county also operates the Fresno County Fire Department, who works in conjunction with the California Department of Forestry and Fire Protection to provide fire, rescue, and emergency medical services to all unincorporated areas in the county not served by independent fire protection districts and contracted cities. Fresno County has a well-developed educational system of public and private schools, including 32 public school districts. Higher education is provided by three primary universities (California State University-Fresno, Fresno Pacific University, and San Joaquin College of Law), three community colleges (Fresno City College, Reedley College, and West Hills College), numerous vocational schools, and several private colleges. There are adequate medical facilities (including 12 acute care medical facilities), as well as local and regional shopping, dining, and other services.

RECREATION

Central California is well known for its miles of coastline, mountains, and deserts, which combine to provide a variety of recreational activities for all ages. Fresno County is home to portions of several national protected areas including Giant Sequoia National Monument, Kings Canyon National Park, Sequoia National Forest, and Sierra National Forest, which combine to feature numerous canyons, rivers, giant Sequoia groves, and caves, and provide extensive recreation to thousands of visitors every year. The county also has numerous parks, recreational areas, and lakes including Millerton Lake, Dinkey Lakes Wilderness, San Joaquin River Parkway, and Woodward Park, and is also home to the 1,200-acre China Peak ski and snowboard resort.

There are also two water parks, several retail malls, numerous cultural venues, and professional/semi-professional sports teams. Yosemite National Park is within 92 miles.

FRESNO COUNTY'S CITY POPULATION ESTIMATES			
City	1-Jan-21	1-Jan-22	% change
Clovis	121,667	123,665	1.6
Coalinga	17,520	17,277	-1.4
Firebaugh	8,164	8,439	3.4
Fowler	6,863	6,962	1.4
Fresno	542,720	543,660	0.2
Huron	6,176	6,170	-0.1
Kerman	16,074	16,639	3.5
Kingsburg	12,533	12,506	-0.2
Mendota	12,499	12,440	-0.5
Orange Cove	9,553	9,497	-0.6
Parlier	14,553	14,497	-0.4
Reedley	24,929	24,982	0.2
Sanger	26,558	26,304	-1.0
San Joaquin	3,674	3,639	-1.0
Selma	24,702	24,522	-0.7
Balance of County	161,046	160,074	-0.6
Fresno	1,009,231	1,011,273	0.2
Source: CA Dept of Finance			

POPULATION / DEMOGRAPHICS

As of the 2010 Census, the county's estimated population was 930,450, a total increase of 16.4% (1.6% per year) from the 2000 census population of 799,407. This exceeded California's 0.9% annual growth rate during this time. The California Economic Development Department estimated the county's population at 1,011,273 in January 2022, an increase of 0.2% from the previous year's estimate of 1,009,231. The largest of the 15 cities in the county is Fresno, which is the county seat of government, with a population of 543,660 in January 2022. Given the abundance of undeveloped relatively affordable land available to accommodate future development, and proximity to employment centers, population growth is projected to be 1.5% annually from

2015-2060, because of the addition of approximately 14,160 residents per year.

According to 2020 US Census, the county had 310,097 households with an average of 3.14 persons per household. The county's median age was 32.4 years.

HISTORICAL POPULATION AND PROJECTIONS (2020 - 2060)						
	2020	2030	2040	2050	2060	% Change (2020-2060)
Fresno County	1,026,358	1,096,638	1,170,525	1,226,158	1,272,559	24.0%
California	39,782,419	41,860,549	43,353,414	44,049,015	44,228,057	11.2%
Source: California Dept of Finance						

REGIONAL ECONOMY

Trends in employment are a key indicator of economic health and strongly correlate with real estate demand. Due to its location in the Central Valley, one of the nation's most agriculturally rich areas, agriculture is a dominant aspect of Fresno County's economy. Fresno County's total gross production value for 2020 was \$7,979,650,000. This represents an increase of \$222,090,100 or 2.86% above the previous year's adjusted total of \$7,757,559,900. Almonds are the leading agricultural commodity in the county with a gross value of \$1,255,475,723 which represents 15.7% of the total gross value of all crops produced in 2020. The total gross value of grapes remained in the number two spot at \$1,046,356,645, followed by pistachios at \$761,967,964.

According to the California's Employment Development Department (EDD), the primary non-farm employment sectors in the Fresno County MSA are government, trade/transportation/utilities, and educational/health services. Specific core industries include manufacturing, logistics and distribution, alternative energy, healthcare, water technology, food processing, and biotechnology.

LARGEST EMPLOYERS IN FRESNO COUNTY		
Employer	# Employees	% of Total Employ
Fresno Unified School District	14,272	3.19%
County of Fresno	9,381	2.10%
Community Medical Centers	8,800	1.97%
Clovis Unified School District	8,429	1.89%
California State University Fresno	5,010	1.12%
State Center Community College District	4,520	1.01%
City of Fresno	4,284	0.96%
Children's Hospital of Central CA	4,140	0.93%
Saint Agnes Medical	2,867	0.64%
Kaiser Permanente Medical	2,300	0.51%
Source: 2021 Fresno County Comprehensive Annual Financial Report		

In Fresno County, the food processing and the agriculture sectors are primed for expansion. Spurring further growth will be the construction of the California High Speed Rail system, which will result in increased demand for existing businesses and result in the creation of new ones because of increased demand for goods and

services. However, lingering caution regarding the national economy will continue to impact the region in the immediate future.

TOTAL EMPLOYMENT | UNEMPLOYMENT RATE

According to the California Employment Development Department, Fresno County's labor force totaled 454,700 in May 2022. An estimated 431,000 were employed resulting in a 5.2% unemployment rate. This is comparable to the statewide jobless rate of 4.3% and the national rate of 3.6%. However, it is lower than early 2011 when it passed 18%.

Fresno County Employment		
Industry	# Employed	% of Total Wage & Salary Employment
Employed Labor Force	392,003	100.0%
Education/Healthcare/Social Services	92,736	23.7%
Retail Trade	41,180	10.5%
Agricultural/Forestry/Hunting/Mining	37,456	9.6%
Arts/Entertainment/Recreation/Food Service	35,027	8.9%
Professional/Scientific/Management	33,490	8.5%
Manufacturing	29,392	7.5%
Public Administration	24,159	6.2%
Construction	21,595	5.5%
Transportation/Warehousing/Utilities	19,499	5.0%
Other Services	19,461	5.0%
Finance/Insurance/Real Estate	19,149	4.9%
Wholesale Trade	14,059	3.6%
Information	4,800	1.2%
Source: U.S. Census/American Community Survey)		

PERSONAL / MEDIAN HOUSEHOLD INCOME

Personal income is a significant factor in determining the real estate demand in a market. According to the 2020 Census, Fresno County had a per capita income of \$25,757, significantly lower than the state's income of \$38,576. Median household income was \$57,109, compared to \$78,671 in the state. Census data indicated a total of 20.8% of the county population lives below the poverty level, which is significantly higher than the state (12.6%).

REAL ESTATE DEVELOPMENT

Fresno County has a wide range of real estate development and property types, as well as abundant and relatively affordable agricultural and vacant land. The city of Fresno is the commercial and cultural hub for the county, as well as the county seat of government. After being hit hard by the recession, which resulted in a slowdown in new construction, sales, and leasing across all market sectors, the region has been in recovery mode for the past several years. Evidence of this growth is seen in diminishing sublease space inventory, rising lease rates, and declining concessions and tenant improvement allowances. Sales have also increased, with lower risk properties selling at record low cap rates. Spurring this continuing growth is relative affordability, a decline in vacancy rates due to the lack of new construction, and a sizable amount of increased demand.

FRESNO AND SURROUNDING COUNTIES HOME PRICING TRENDS				
City	# Sales	Median Price		
		May-22	May-21	% Change
Fresno	1,135	\$400,000	\$346,500	15.4%
Kings	159	\$340,000	\$305,000	11.5%
Madera	265	\$416,500	\$342,250	21.7%
Merced	311	\$419,000	\$352,000	19.0%
Mono	54	\$740,000	\$657,000	12.6%
Monterey	284	\$850,000	\$760,000	11.8%
San Benito	79	\$777,500	\$677,000	14.8%
Tulare	502	\$345,000	\$305,000	13.1%
Source: CoreLogic				

RESIDENTIAL

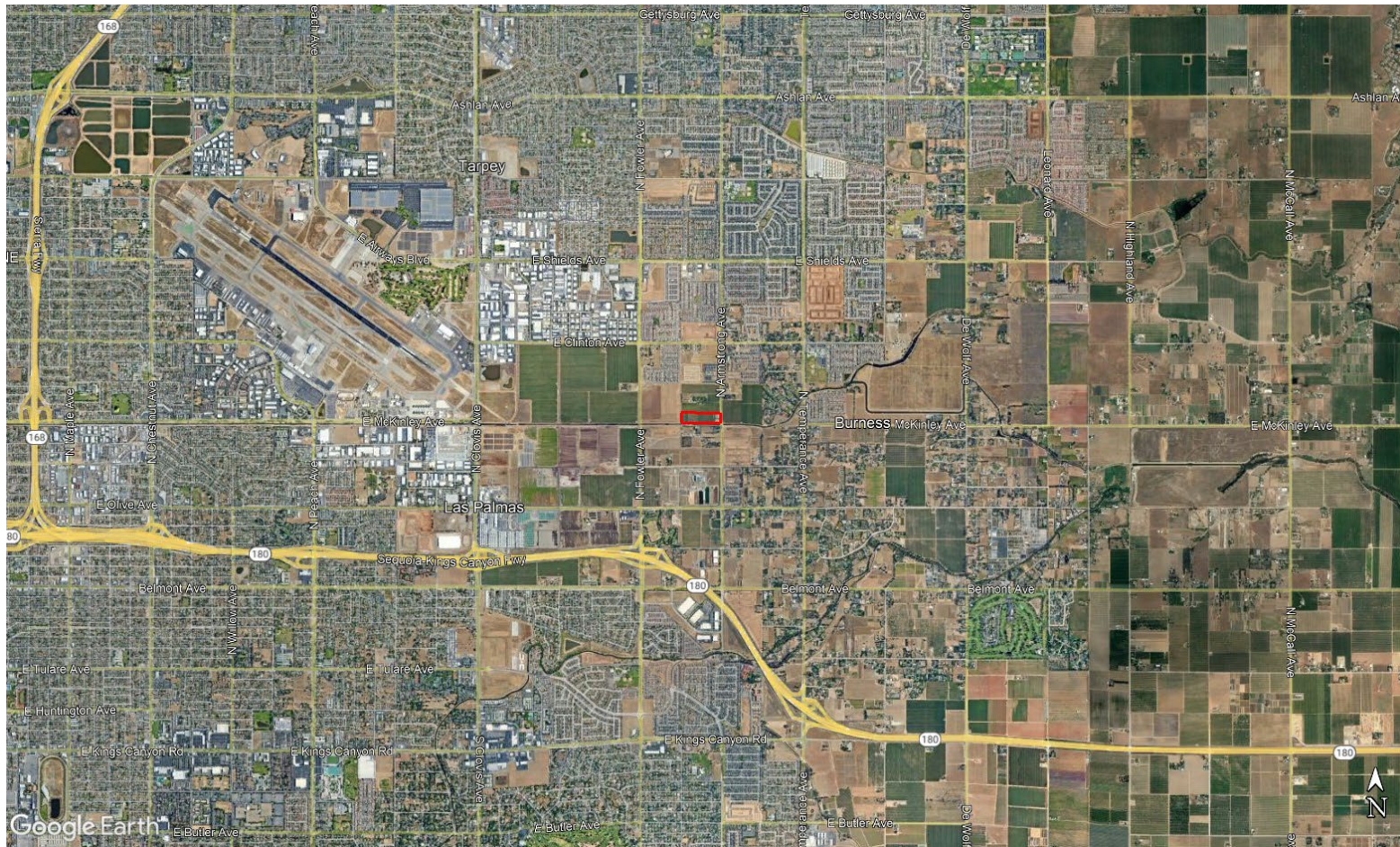
Fresno County has relatively affordable housing prices in relation to California's more populated counties. Along with the rest of the state, significant price reductions in both new and resale home product occurred because of the economic fall-out over the subprime lending and national financial crisis beginning in the

mid-2000s. As the economy began to recover in 2012, home prices began to stabilize and began slowly, but inconsistently, appreciating. Economists do not expect a return to pre-recession peak home prices, which are now considered unsustainable. As of May 2022, Fresno County's median home price was \$400,000, a 15.4% increase from \$346,000 in May 2021.

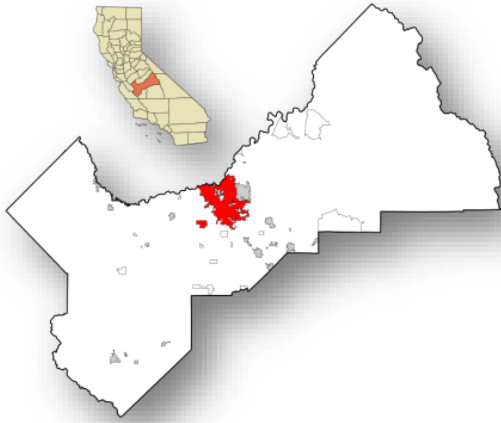
CONCLUSION

Based on the job growth experienced in the past several years and the opinions of economic experts, it is reasonable to assume that the economy and employment base will continue to expand in 2022, strengthening the demand for real estate. Over the long term, the county will be positively impacted by a growing population base and expansion of the agricultural sector, but somewhat limited by lower income and education levels.

NEIGHBORHOOD MAP



COMMUNITY DESCRIPTION – FRESNO



LOCATION

The city of Fresno encompasses 112 square miles and is located in central Fresno County. The city is the largest in the entire Central Valley and is the county seat of government and the primary commercial and cultural economic hub of the region. It is also the nearest major city to Yosemite, Kings and Sequoia National Parks and Sierra National Forest. Los Angeles is 200 miles south and Sacramento is 170 miles north.

TRANSPORTATION

Fresno is served by California State Route 99 (SR 99), which is the primary north/south freeway that connects the major population centers in the Central Valley. Additional freeways serving the city include State Route 168 (travels east to Clovis), State Route 41 (travels south to Atascadero and north to Yosemite), and State Route 180 (travels west to Mendota and east to Kings Canyon National Park and Reedley). Fresno is the largest city in the nation that is not directly linked to an interstate highway. There are long-term plans to convert SR 99 to the interstate system, which would include wider lanes, increased signage, median separation, and higher vertical clearance, and most likely rename it to Interstate 9.

As discussed in greater detail in the Regional Description, the proposed speed rail system will have an impact on the city of Fresno as outlined in the California High Speed Rail Authority's (CHSRA) Construction Package 2-3. The Fresno to Bakersfield project section will include the construction of the high-speed rail system south towards Kern County.

SURROUNDING CITY POPULATION ESTIMATES			
City	1-Jan-21	1-Jan-22	% change
Clovis	121,667	123,665	1.6
Fowler	6,863	6,962	1.4
Fresno	542,720	543,660	0.2
Kerman	16,074	16,639	3.5
Kingsburg	12,533	12,506	-0.2
Orange Cove	9,553	9,497	-0.6
Parlier	14,553	14,497	-0.4
Reedley	24,929	24,982	0.2
Sanger	26,558	26,304	-1.0
San Joaquin	3,674	3,639	-1.0
Selma	24,702	24,522	-0.7
Source: California Development Department			

POPULATION

As of the most recent data, the population estimate continues to reflect Fresno as the fifth largest city in California, the largest inland city in California and the 34th largest in the nation. According to the California Department of Finance, the city had a population of 543,660 as of January 2022. This is an increase of 0.2% from the January 2021 population of 542,720.

SERVICES

The city of Fresno has adequate schools, police and fire protection, medical and public facilities, and utilities. Utilities are provided by Pacific Gas & Electric, Southern California Edison, Southern California Gas, and the city of Fresno (water and sewer). Community Regional Medical Center, Fresno Heart and Surgical Center, Fresno Surgical Hospital, Kaiser Permanente Fresno Medical Center, and Saint Agnes Medical Center are all located in the city.

CITY OF FRESNO'S 10 LARGEST EMPLOYERS		
Employer	# Employees	% of Total Employment
Fresno Unified School District	11,492	2.84%
Community Regional Medical Center	8,800	2.18%
County of Fresno	7,000	1.73%
Amazon.com Inc.	7,000	1.73%
Clovis Unified School District	6,000	1.48%
Internal Revenue Service	4,300	1.06%
City of Fresno	3,889	0.96%
Saint Agnes Medical Center	2,867	0.71%
State Center Community College District	2,850	0.70%
California State University, Fresno	2,488	0.62%
Source: City of Fresno 2021 Comprehensive Annual Financial Report		

LOCAL ECONOMY |

INCOME

The city of Fresno is at the center of the Fresno County economy and is a major trading center serving the surrounding agricultural region. It is also the primary component of the Fresno Metropolitan Statistical Area (MSA). According to

the California Employment Development Department, as of May 2022, the city of Fresno had a total labor force of 235,200 and an unemployment rate of 3.6%. According to the 2020 American Community Survey, most residents of the city were employed in educational/health services (24.5%), retail trade (11.0%), arts/entertainment/recreation (10.6%), and professional/scientific/management (9.4%). A total of 4.5% were employed in the agricultural industry.

PERSONAL INCOME

According to the 2020 American Community Survey, the city had a median household income of \$53,368, up from \$43,124 in 2010. This is significantly lower than the state (\$78,672). Approximately 23.2% of all city residents live below the poverty level, which is considerably higher than California (12.6%).

REAL ESTATE DEVELOPMENT

Being the largest city and county seat of government, the city of Fresno is the main commercial and cultural hub for Fresno County. The city has a mix of residential, commercial, light to heavy industrial and agricultural development, including an active downtown city center and indoor shopping mall.

Some of the main neighborhoods include:

- **Downtown:** The downtown area has been undergoing renovation and is one of the main commercial districts of the city. Located in this neighborhood are Fulton Mall and Chinatown, which are being considered for historic preservation districts.
- **Sunnyside:** Located on the southeast side of the city, some of this neighborhood is outside of the city limits and has recently been experiencing a surge in new home construction. The neighborhood is home to the Sunnyside County Club with a golf course.
- **Tower District:** The focal point of this trendy neighborhood, which is located just north of downtown, is the historic Tower Theater. The neighborhood is characterized by residential development, small local businesses, restaurants, theaters and nightclubs, and is a hub for numerous community events.
- **Huntington Boulevard:** This historic residential neighborhood is a part of the Alta Vista Tract, which was developed in the early 1900's. It is also undergoing renovation and revitalization.
- **Van Ness Extension:** Considered the most prestigious neighborhood in the city, Van Ness Extension is home to some of the city's most affluent homes.
- **West Side:** The West Side is located on the western and southern edges of the city and is one of the oldest neighborhoods. It is primarily a residential neighborhood with several low income subdivisions and very little retail.
- **Woodward Park:** Located in northeastern Fresno and situated on the south bank of the San Joaquin River, the 300-acre Woodward Park is the largest regional park in the Central Valley. There is a 2,500-seat amphitheater, Japanese Garden, equestrian and pedestrian trails, playgrounds, a lake and several small ponds.
- **Sierra Sky Park:** Sierra Sky Park is a unique planned residential airport community that allows personal aircraft and automobiles to share certain roads.

FRESNO CITY & SURROUNDING CITIES HOME PRICING TRENDS				
City	# Sales	Median Price		
		May-22	May-21	% Change
Clovis	213	\$475,000	\$415,000	14.5%
Fowler	15	\$455,000	\$404,750	12.4%
Fresno	685	\$389,500	\$325,000	19.8%
Kerman	12	\$328,000	\$295,000	11.2%
Kingsburg	25	\$451,000	\$325,000	38.8%
Parlier	8	\$267,500	\$283,500	-5.6%
Reedley	24	\$320,000	\$305,000	4.9%
Sanger	21	\$371,000	\$400,000	-7.3%
Selma	17	\$300,000	\$272,500	10.1%
Fresno County	1,135	\$400,000	\$346,500	15.4%
Source: CoreLogic				

19.8% from the previous year. A total of 685 sales occurred during the month.

RESIDENTIAL

Per the 2020 American Community Survey, there were an estimated 180,020 housing units in the city of Fresno, 94.3% of which were occupied. Of this total, 61.4% were single family detached homes, 2.5% were single family attached, 34.7% were multi-family, and 2.0% were mobile home/other. According to CoreLogic the median home price was \$389,500 as of May 2022, up

CONCLUSION

As the county seat and primary commercial and cultural hub of Fresno County, the city of Fresno is relatively stable in terms of growth and development. The city is positively impacted by its location in a longstanding and fertile agricultural region and being a gateway to several national parks. City leaders make a concerted effort to attract new businesses in order to strengthen and diversify the local economy. As a result of relatively affordable real estate, ease of access, and the likely construction of the high-speed rail system, the city is expected to experience increases in jobs and population as the economy continues to recover.

SUBJECT AERIAL PHOTOGRAPH



PROPERTY DESCRIPTION

LARGER PARCEL

To be considered a “Larger Parcel”, a property must meet the following three requirements:

- Unity of Ownership
- Contiguity
- Unity of Use

The subject consist of a single parcel 574-130-05 and is owned by Sukhwinder Singh. Therefore, the Unity of Ownership and Contiguity requirements and been met.

Finally, the unity of use is met as the parcel consists of agricultural land.

LARGER PARCEL - OVERVIEW

LOCATION:	2045 N. Armstrong Avenue, Fresno, Fresno County, California, 93727
ASSESSOR PARCEL NO.:	574-130-05
LARGER PARCEL:	10.92 Acres (per parcel maps)
CURRENT USE:	Agricultural Land
SHAPE/DRAINAGE:	The site is rectangular in shape. Drainage of the property appears adequate for the existing uses.
FRONTAGE / ACCESS:	<p>The subject property has roughly 345 feet of frontage along N Armstrong Avenue.</p> <p>There were no curbs, storm gutters, or sidewalks. This is typical for rural property in the area.</p>
ADJACENT USES:	<p>North: Residential and Agricultural</p> <p>South: Rural Residential and Agricultural</p> <p>East: Residential and Agricultural</p> <p>West: Rural Residential and Agricultural</p>

TOPOGRAPHY:	The subject has level topography at grade and no areas of wetlands.
SOIL CONDITIONS:	<p>The soil conditions observed at the subject appear to be typical of the region and adequate to support residential and agricultural land uses.</p> <p>According to the USDA – Natural Resources Conservation Service, the subject soils include predominantly:</p> <p>(1) Class I Ramona Loam (100%)</p> <p>Overall, these soil classifications are identified as farmland of statewide importance.</p>
IRRIGATION SYSTEM:	There were no irrigation improvements in place on the subject property.
EXISTING LEASES:	To our knowledge, the subject larger parcel is not leased.
HAZARDOUS SUBSTANCES:	We did not observe any evidence of toxic or hazardous substances during inspection of the site. The subject is not listed as a hazardous site per the Hazardous Waste and Substances Sites List compiled by the California Environmental Protection Agency. The Doré Group was not provided with a Phase I Environmental Assessment Report or any other reports addressing potentially hazardous materials on the subject.
UTILITIES:	All utilities were available to the subject property.
FLOOD ZONE:	<p>The subject property is located in an area mapped by the Federal Emergency Management Agency (FEMA):</p> <p>Map Numbers: 06019C-1595H, dated February 18, 2009.</p> <p>Flood Zones: X</p> <p>Zone X - 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.</p> <p>Flood insurance is not mandatory, but available for purchase.</p>
WATER / DROUGHT	California experienced an extreme water shortage that lasted for 376 weeks beginning on December 27, 2011 and ending on March

ISSUES:	<p>5th, 2019. The most intense period of drought occurred the week of July 29, 2014 where it was considered a D4 (Exceptional Drought) and affected 58.41% of California land.</p> <p>When a drought occurs, groundwater use increases dramatically in an effort to cover the shortfall. However, relying on groundwater is not a sustainable solution. In most years, aquifers recharge as rainfall and stream flow seep into unpaved ground. However, during a drought, the water table drops as water is pumped from the ground faster than it can recharge. As aquifers are depleted, the land may begin to subside or sink.</p> <p>The Sustainable Groundwater Management Act (SGMA) passed the California State Legislature and was signed into California state law in September 2014. SGMA requires governments and water agencies of high and medium priority groundwater basins to halt overdraft pumping and to bring those basins in equal levels between pumping and recharge. The Sustainable Groundwater Management Act is to go into effect in the year 2020.</p>
WETLANDS / RIPARIAN HABITAT:	<p>No evidence of wetlands or riparian habitat was observed during our property inspection.</p>
ARCHEOLOGICAL/ CULTURAL OR HISTORIC:	<p>There are no known, or observable archeological, cultural, or historically significant attributes.</p>
EARTHQUAKE HAZARD:	<p>The assumption was made that any future development of the property, if legally or physically possible, would occur in accordance with all appropriate regulations and ordinances regarding grading, fill, and applicable building codes. According to geographic maps reviewed for this appraisal, the subject property is not within close proximity to a major fault system. We noted there are several smaller fault zones within a 20-mile range of the subject. This type of influence is typical within the subject area and is not considered to affect the subject to any lesser or greater degree than the comparables used in this analysis. Therefore, it was not considered to adversely impact the value conclusion.</p>
ENCUMBRANCE / EASEMENTS:	<p>We were provided with a preliminary title report, prepared by First American Title Company dated November 14, 2022, Order Number 5405-6927613. We were not provided a map depicting the location of the identified easements. The property was appraised assuming there were no adverse easements, encroachments, or other encumbrances. We did review of right-of-way maps and assessor</p>

plat map which did not indicate any adverse easements. During our physical inspection we observed typical utility corridors and have assumed there is an associated easement(s). If subsequent to the submission of this report, it is discovered that easements or encroachments do exist on the subject property which may materially impact its value, we reserve the right to adjust our reconciled market value(s) as necessary given the new information.

**GION-DIETZ DECISION –
IMPLIED DEDICATION:**

Based on the decision in *Gion v. The City of Santa Cruz and Dietz v. King*, consolidated in (1970) 2 Cal.3d 29, "Gion-Dietz", it did not appear there is an implied dedication by the public on the subject property.

PROPERTY TAXES:

California taxation law requires a 1% of market value tax rate (plus additional assessments) determined through individual communities' bond indebtedness (Proposition 13). The 2022 assessments and taxes are as follows:

REAL PROPERTY TAX AND ASSESSMENTS 2022	
Assessor's Parcel No.:	574-130-05
Base Tax Rate:	1.00%
Assessed Value	
Land	\$339,756
Improvements	\$367,650
Exemption	
Total Assessed Value	\$707,406
Base Tax*	\$7,074.06
Additional Tax Charges	
Total Additional Tax Charges	\$2,066.00
Total Base Tax & Addnl' Tax Charges	\$9,140.06
* Total assessed value x tax rate	

CONCLUSION:

The subject larger parcel is currently being utilized as agricultural land and has good access to the surrounding area. All utilities are available on site. There is adequate infrastructure in place that supports the current uses until developed to residential (See Highest and Best Use for details). Overall there are no known adverse site issues which impact the utility of the larger parcel.

ZONING AND LAND USE CONTROLS

ZONING CODE:	RS-5 (Residential Single-Family, Medium Density).
ZONING DESCRIPTION:	<p>The purpose of the RS District is to provide for a variety of single-family residences built to urban or suburban standards to suit a spectrum of individual lifestyles and needs, and to ensure availability throughout the city of the range of housing types necessary for all segments of the community, consistent with the General Plan.</p> <p>Minimum Lot Size: 4,000 square feet</p> <p>DU Per Lot: 1.0</p> <p>Maximum Height: 35 feet</p> <p>We noted there are a variety of uses allowed with a conditional use permit.</p>
GENERAL PLAN DESIGNATION:	Residential Medium High Density (5.0 to 12.0 DU per acre)
CURRENT USE LEGALLY CONFORMING:	The subject property is vacant agricultural land which is a legally non-conforming land use due to a recent zoning change.
ZONING CHANGE:	The potential for a zoning designation change is very low as the property just underwent a zoning change.
DEVELOPMENT ENTITLEMENTS:	As of the date of value the subject property did not have any development entitlements.

RIGHT OF WAY ACQUISITION

PROJECT DESCRIPTION

The proposed project consists of expanding McKinley Avenue.

PROPERTY TO BE ACQUIRED

The purpose of this appraisal is to estimate the Fair Market Value for one (1) fee simple acquisition and one (1) permanent easement. These partial acquisitions are described in the engineering map and summarized in the following tables:

Subject Areas - Total Property, Proposed Acquisition and Remainder			
Property Rights	Total Property Acres	Proposed Acquisition Sq. Ft. [UF]	Remainder (Ac)
Fee Simple	3.0300	131,987	6.6746
Permanent Easement	1.2154	52,942	

ACQUISITION DESCRIPTIONS

The partial acquisitions are identified by their corresponding number and description:

Acquisition 1 is an area along the south side of Assessor's parcel 574-130-05 and will be acquired in fee. This fee simple acquisition will consist of 131,987 square feet, or 3.0300 acres.

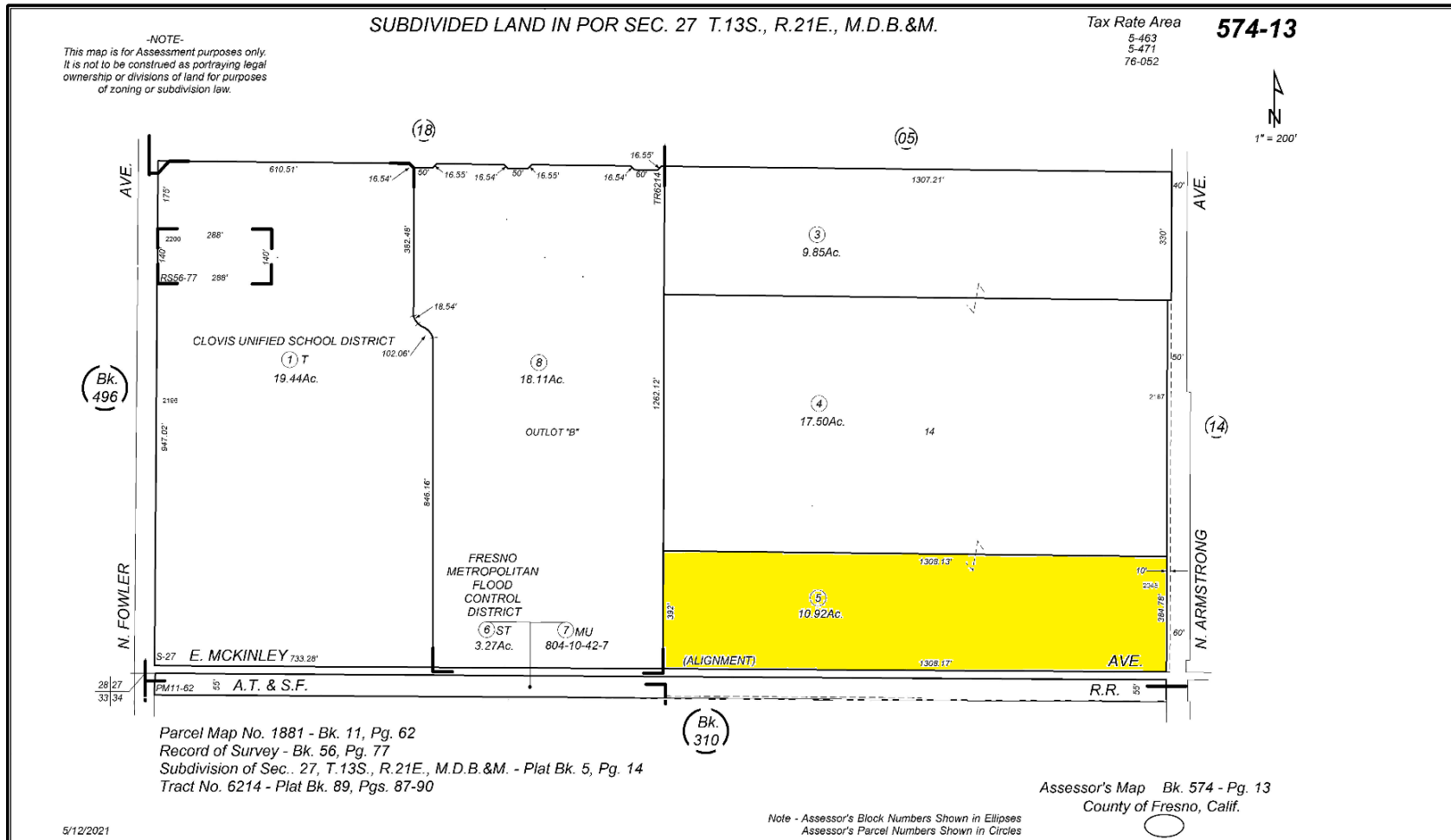
Acquisition 2 is an area along the north and east side of the before mentioned fee simple acquisition and will consist of a permanent easement. The area will be utilized for public street and utility easement purposes. This permanent easement will consist of 52,942 square feet, or 1.2154 acres.

A copy of the Engineering Maps of the proposed acquisition areas is included on the following pages.

DESCRIPTION OF THE REMAINDER

The proposed project requires one (1) fee simple acquisition and one (1) permanent easement. As proposed, the acquisitions will pass along the southern periphery of the subject property. Overall, the larger parcel will be reduced to 6.6746 acres, or by 38.88%. The remainder area, while having a similar topography in the after condition as the before condition and will have the same size and shape efficiencies. The remainder will continue to have use as residential. The remainder will have the same function as the larger parcel.

ASSESSOR PARCEL MAP



AERIAL PHOTOGRAPH – LARGER PARCEL



EXHIBIT "B"

THE WEST LINE OF LOT 14 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED IN VOLUME 5 OF PLATS AT PAGE 14, FRESNO COUNTY RECORDS.

10.00' GRANTED TO THE COUNTY OF FRESNO PER GRANT DEED RECORDED AUGUST 15, 1994 AS DOCUMENT No. 94127182, OFFICIAL RECORDS OF FRESNO COUNTY.

EAST McKINLEY AVENUE

ARMSTRONG AVENUE

NORTH STREET

INDICATES AREA TO BE GRANTED TO THE CITY OF FRESNO.

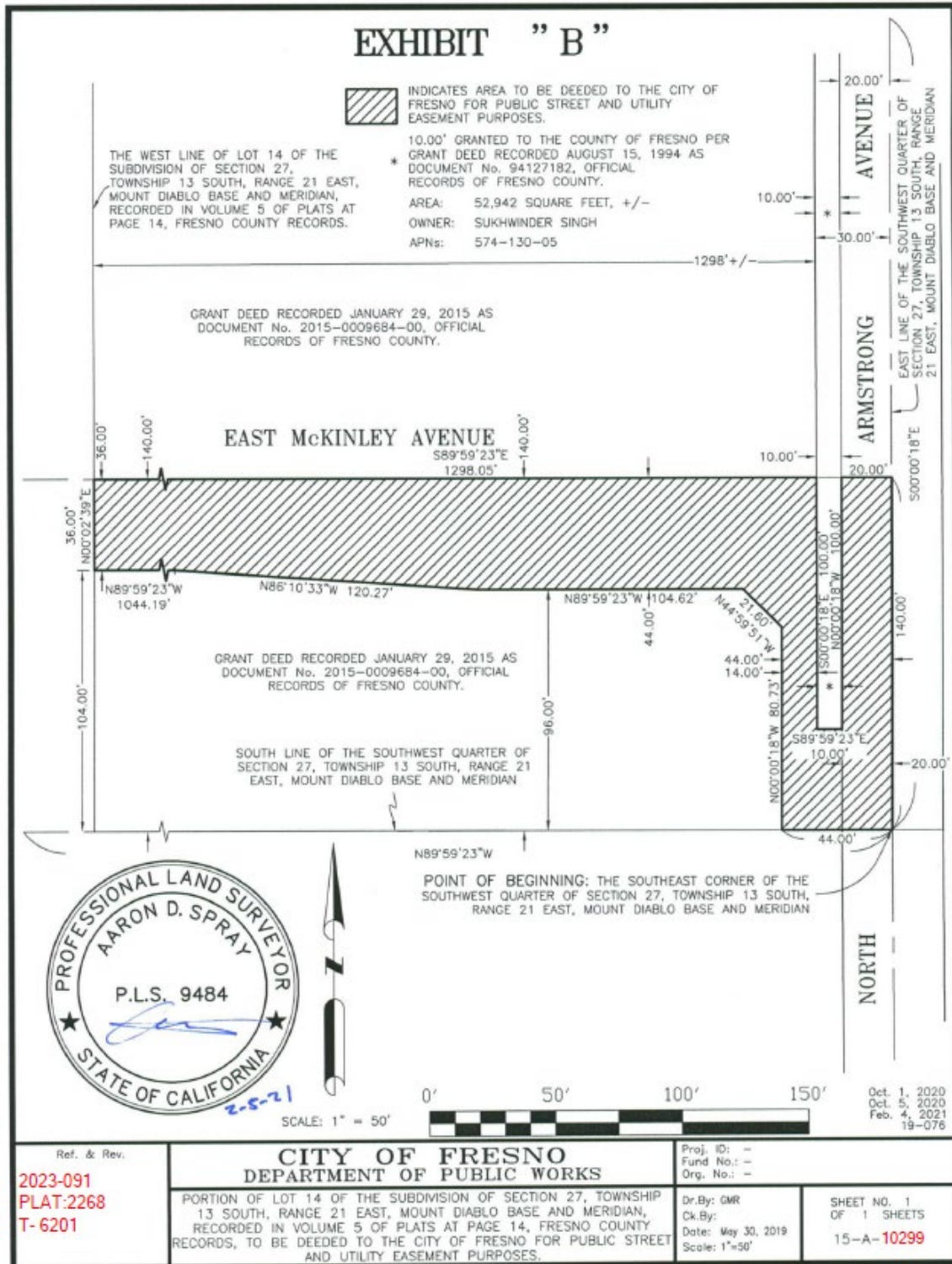
INDICATES PORTION OF AREA SHOWN ON OFFICIAL PLAN LINES EAST MCKINLEY AVENUE RECORDED IN VOLUME 8 OF PRECISED PLAN LINES AT PAGES 97 THROUGH 102 FRESNO COUNTY RECORD.

AREA: 3.030 ACRES, +/-
OWNER: SUKHWINDER SINGH
APNs: 574-130-05

SCALE: 1" = 50'

PROFESSIONAL LAND SURVEYOR
AARON D. SPRAY
P.L.S. 9484
STATE OF CALIFORNIA

Ref. & Rev.	CITY OF FRESNO DEPARTMENT OF PUBLIC WORKS	Proj. ID: - Fund No.: - Org. No.: -
2023-092 PLAT: 2268 T-6201	PORTION OF LOT 14 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, MOUNT DIABLO BASE AND MERIDIAN, RECORDED IN VOLUME 5 OF PLATS AT PAGE 14, FRESNO COUNTY RECORDS, TO BE GRANTED TO THE CITY OF FRESNO.	Dr. By: GMR Ch. By: Date: Jan. 18, 2021 Scale: 1"=50'
		SHEET NO. 1 OF 1 SHEETS 15-A



SUBJECT PHOTOGRAPHS



Southeast corner looking west



Southeast corner looking northwest



South side looking northwest



East side looking west

HIGHEST AND BEST USE

Highest and best use may be defined as:

The reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.⁸

Traditionally, we considered the four highest and best use tests, which are summarized as:

1. **Legally Permissible:** What uses are permitted by zoning and other legal restrictions.
2. **Physically Possible:** To what use is the site physically adaptable.
3. **Financially Feasible:** Which possible and permissible use will produce any net return to the owner of the site.
4. **Maximally Productive.** Among the feasible uses, which use will produce the highest net return, (i.e., the highest present worth).

LARGER PARCEL - HIGHEST AND BEST USE AS VACANT

LEGALLY PERMISSIBLE

As discussed in the Land Description section, the subject is zoned RS-5 (Residential Single-Family, Medium Density). Based on this zoning, the subject site, as vacant, can be legally developed for residential uses. The maximum residential density is 5.0 to 12.0 dwelling units per lot. The minimum lot size is 4,000 square feet.

PHYSICALLY POSSIBLE

The engineering maps provided indicate the subject larger parcel contains a total area of 10.92 acres. The subject currently has both legal and physical accessibility along N. Armstrong Avenue, which is a paved and county-maintained road. Topography is level. Based on the inspection, there did not appear to be any evidence of subsidence or other soil problems that would be considered prohibitive to any of the legally permissible uses. Development of the subject land based on its allowed uses is not limited by parcel size, shape, or soil condition. The property would be adequate for residential uses.

In summary, the subject's physical characteristics support the above mentioned legally permissible uses – residential uses.

⁸ *The Appraisal of Real Estate* 14th Edition, Page 333, (Chicago: Appraisal Institute, 2013).

FINANCIALLY FEASIBLE

Any proposed use that supports a positive land value is considered financially feasible. The maximally productive use is that which will produce the highest net return (i.e., the highest present worth) of the land.

Residential uses are consistent with the area. The subject reflected level topography. Further, the subject is adjacent to land uses reflecting residential estates. Overall, residential uses are consistent and appropriate, and considered financially feasible.

MAXIMALLY PRODUCTIVE

The maximally productive use is that which will produce the highest net return (i.e., the highest present worth) of the land. Overall, the subject is best suited for residential uses.

BUYER PROFILE

Based on current market conditions, and the subject's specific physical and legal characteristics, it was our opinion that most prospective buyer/investors would purchase the subject land for future development. This scenario is consistent and conforming to the area and represents the maximally profitable use of the property.

LARGER PARCEL - HIGHEST AND BEST USE AS IMPROVED

The subject consists of residential land. This land use is legally permissible and physically possible. Based on alternative uses, this existing residential land is deemed financially feasible and maximally productive. Thus, the highest and best use of the larger parcel, as improved is continued use as residential land.

HIGHEST AND BEST USE OF THE REMAINDER

The proposed project results in a fee simple acquisition of 182,516 square feet (4.19 acres). The partial acquisition acquired will reduce the usable area by 38.37%. There will be adequate access in the after condition for the remainder. The overall parcel shape will be rectangular, and topography will remain level. Therefore, based on the size, parcel shape, availability of utilities, soil quality, and other physical characteristics of the remainder, the highest and best use is unchanged in the after condition, thus it remains as residential.

VALUATION METHODOLOGY

Three basic approaches may be used to arrive at an estimate of market value. They are:

1. The Cost Approach
2. The Income Approach
3. The Sales Comparison Approach

COST APPROACH

The cost approach requires an analysis of sales and/or listings of similar parcels into an estimate of market value of the subject site. An estimate is then made as to the cost to replace the subject's improvements at today's costs using reliable sources of cost data. Depreciation or obsolescence from all causes is estimated based on the experiences of similar properties. This is then deducted from the replacement cost if new to arrive at the present worth of the improvements and the site. The subject is vacant agricultural land. Thus, we did not develop this analysis.

INCOME APPROACH

In the income approach, a property's ability to generate net operating income is fully analyzed. The process begins by estimating potential gross income, then deducting a vacancy allowance and operating expenses. The resultant remainder, the net income, is capitalized at a rate determined by extraction from sales of comparable properties. The basis of this approach is founded on the principle of discounting the anticipated flow of future benefits into a present value indication. We noted the subject property is vacant, nonproducing agricultural land. Thus, we did not develop this analysis.

SALES COMPARISON APPROACH

The Sales Comparison Approach compares sales of similar properties with the subject property. This is considered to be the only applicable approach to value in the subject case. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. By process of correlation and analysis, a final indicated value is derived. In considering the land value of the subject site, comparable sales of vacant land that is located within the subject's competitive market area and zoned similarly to the subject that occurred within a comparable market period were considered. Sources of data included county recorder's office, market data services, published reports, and personal contacts.

SALES COMPARISON APPROACH

The Sales Comparison Approach is based on the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership. It is based on the principles of supply and demand, balance, substitution and externalities. The following steps describe the applied process of the Sales Comparison Approach.

- The market in which the subject property competes is investigated; comparable sales, contracts for sale and current offerings are reviewed.
- The most pertinent data is further analyzed, and the quality of the transaction is determined.
- The most meaningful unit of value for the subject property is determined.
- Each comparable sale is analyzed and where appropriate, adjusted to equate with the subject property.
- The value indication of each comparable sale is analyzed, and the data reconciled for a final indication of value via the Sales Comparison Approach.

The sales comparison approach involves the comparison of sales of properties similar to the subject (comparables) to indicate and provide a basis for estimating its value. Comparisons of the comparables are made to the subject relative to differences or similarities in time, location, physical characteristics, and sales conditions. Percentage or dollar adjustments are then made to the sales price of each comparable for property rights, financing, time of sale, and unusual sales conditions. Qualitative comparisons are made for physical differences between each comparable and the subject. A range of values usually results from this approach. The resulting range of indicated values for the subject must then be correlated into a final indicated value by selectively rating the comparables as to their overall comparative value.

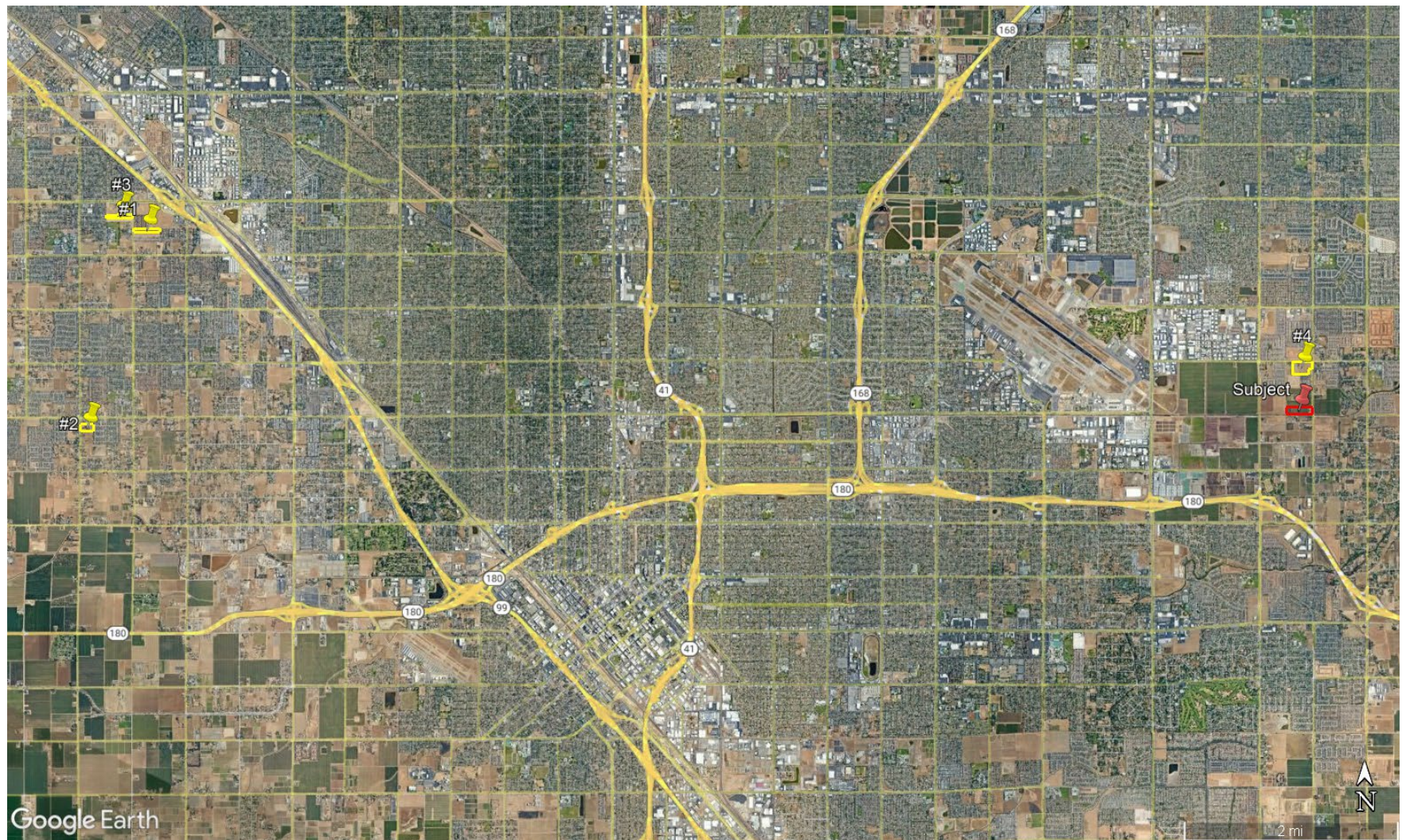
The Highest and Best Use analysis provided the foundation for locating comparables for use in the sales comparison approach. The conclusion of the Highest and Best Use analysis supported a current reasonable, probable, and consistent use of the subject property for limited residential and/or agricultural land for assemblage. We searched for land comparables with a similar highest and best use and overall orientation as the subject land.

Please note, we are aware of a listing at N. Armstrong and E. Floradora Avenue. This land is listed at \$4.38 per square foot for an 18.33-acre parcel. This was not used due to its listing status and was on the market for over 600 days. A typical list to sale price discount for properties with extended marketing time ranges from 15% to 20%. A discount of 20% would indicate a price of \$3.50 per square foot.

LAND COMPARABLE SUMMARY TABLE

Comp	City Assessor Parcel No(s)	Date Price	Land SF Price per Land SF	Highest & Best Use Acres	Utilities Zoning	Comments
1	Fresno	3/2/22	209,088	Residential	All Available	The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1968. The improvement added nominal value to the land.
	511-250-01	\$760,000	\$3.63	4.80	RS-4	
2	Fresno	3/7/22	213,840	Residential	All Available	The property consists of one rectangular parcel of land. There are improvements on the property that added nominal value to the land due to their age.
	312-753-16	\$699,950	\$3.27	4.91	RS-4	
3	Fresno	6/14/22	214,500	Residential	All Available	The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1973. The improvement added nominal value to the land.
	511-171-19	\$775,000	\$3.61	4.92	RS-5	
4	Fresno	6/24/22	625,086	Residential	All Available	The sales consists of one irregular parcel of land. The property is located on the southwest corner of Clinton and Armstrong Avenue. The property is in the process of annexation and is located within the Clovis Unified School District.
	574-050-02	\$1,800,000	\$3.23	12.80	RS-5	

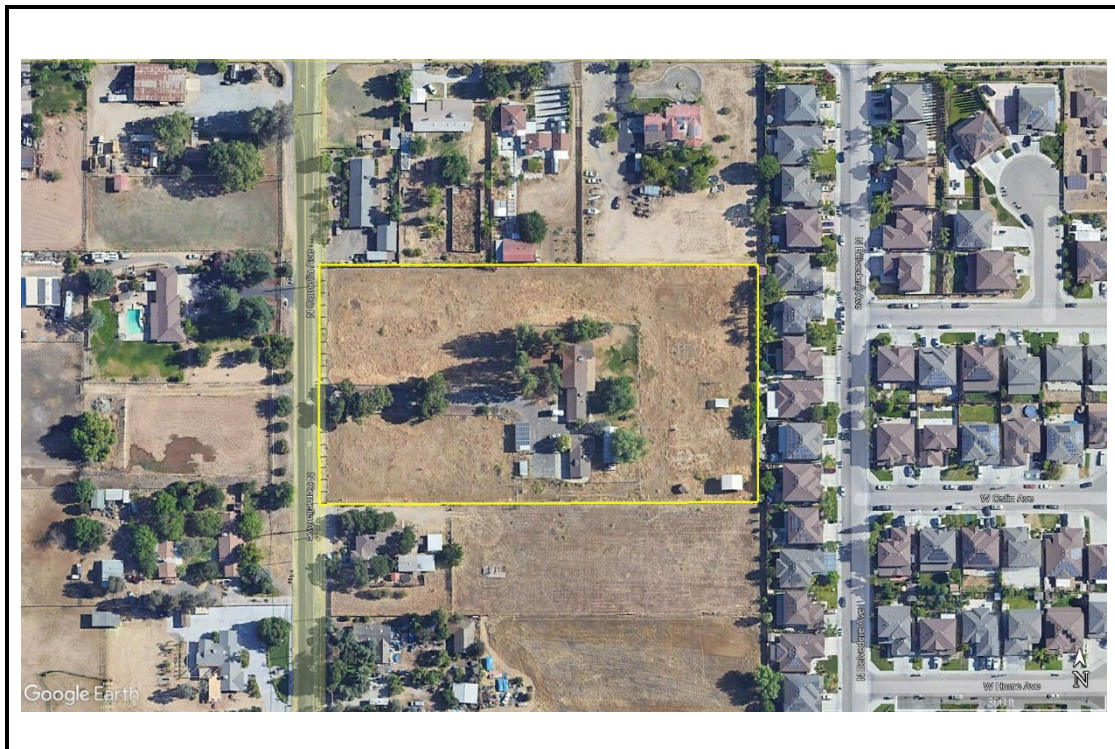
COMPARABLE LAND COMPARABLE MAP



LAND COMPARABLE PHOTOGRAPHS



Land Comparable 1



Land Comparable 2



Land Comparable 3



Land Comparable 4

THE COMPARISON PROCESS

In the comparison process, we take into consideration the financial and physical differences between each comparable and the subject. Categories of adjustment and/or comparison include: 1) property rights conveyed; 2) terms of sale; 3) conditions of sale; 4) buyer expenditures; 5) market conditions; and, 6) physical characteristics (including location, size/ economies of scale, topography, shape, water source, and zoning). The comparables were analyzed on a per square foot basis, which is the most applicable unit-of-comparison for agricultural land. Each comparables' gross acreage was obtained from public records, published sales information, and/or other reliable sources. Once the per square foot value indicator was estimated, it was applied to subject property's acreage.

The comparison process is fairly subjective in nature primarily due to the many characteristics of value, variances in buyer/seller influences, imperfections in the market, etc. Adjustments and/or comparisons are an attempt to reflect value contributions of the various factors in the marketplace. Many of the comparisons of physical characteristics overlap and reflect overall desirability. The comparison grid on the following page is an empirical format to simply lead the reader to a logical conclusion of the final estimated value.

PROPERTY RIGHTS

The property right appraised was the fee simple estate. All of the comparables transferred (or were marketing) the fee simple interest, thus, no adjustments were warranted.

FINANCING (TERMS OF SALE)

Financing (terms of sale) include below market rates, buy downs, atypical payback periods, or any financing situations that are not commonly accepted within the marketplace. In the subject market, land is typically purchased with all cash or the seller takes back a first trust deed with a large (20%-50%) down payment. All of the comparables had cash equivalent or typical financing. Therefore, no adjustments were necessary.

CONDITIONS OF SALE

Conditions of sale include any distressed influences, less than arm's length transactions, or other related influences that are not attributable to financing/terms of sale, market conditions, or physical differences. Thus, none of the comparables required adjustments in this category.

BUYER EXPENDITURES

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price they agree to pay. Such expenditures may include the cost to demolish and remove buildings, petition for a zoning change, remediate environmental contamination, extend escrow, pay broker fees, among others. None of the comparables warrant an adjustment in this category.

MARKET CONDITIONS

Market conditions adjustments take into consideration appreciation or depreciation that has occurred in the market. The closed sale comparables closed escrow between March 2022 and June 2022. According to our interviews with brokers in the subject market, our market analysis, and a review of trends over the last several years in the Central San Joaquin Valley, we felt no adjustment was warranted for market conditions.

PHYSICAL CHARACTERISTICS

After adjusting for the above non-physical characteristics, we compared the physical differences of the comparables to the subject. There is a myriad of physical features that can be reviewed by investors when purchasing agricultural land. However, the features discussed below represent those that generally have the greatest effect on value or are most often a consideration. Note that water availability has a stronger impact on value than the remaining categories. Qualitative comments were made regarding any differences noted.

LOCATION

When looking at location, we take into consideration a property's orientation to the surrounding area including proximity to local services and perceived desirability/market demand. The subject property is located along the east side of the City of Fresno and surrounded by agricultural, rural residential and residential areas. All of the comparables were deemed similar to the subject in terms of location.

SIZE/ECONOMIES OF SCALE

Size/economies of scale reflects the fact that a larger parcel will typically sell for a lower price per square foot, while a smaller parcel with similar location and utility will typically sell for a higher price per square foot. The subject consists of a total of approximately 10.92 acres. The Comparables were considered similar to the subject property in regard to size.

TOPOGRAPHY

The subject property is level in topography. All of the comparables are considered level in regard to topography and are therefore deemed similar to the subject.

SHAPE

The subject consists of one parcel that is rectangular in shape. Comparable 4 was irregular and was overall deemed slightly inferior to the subject. The remaining comparables are overall deemed similar to the subject in regard to shape and contiguity.

UTILITIES

The quality, availability, and reliability of utilities are of extreme importance for residential properties. The subject property has all utilities available. In comparison to the subject, we noted

that all of the comparables had all utilities available. The comparables are overall deemed similar to the subject in regard to utilities.

ZONING

The subject was zoned for residential uses (RS-5). All of the comparables were zoned for residential uses (RS-4 and RS-5) and had the same highest and best use. While the minimum lots sizes, per zoning, may be slightly different the allowed uses were similar to the subject.

An adjustment grid is found on the following page.

Land Analysis Grid		Comp 1		Comp 2		Comp 3		Comp 4	
Address	2045 N Armstrong Ave	3584 N Blythe Ave		1870 N Cornelia Ave		3681 N Blythe Ave		6351 E Clinton Ave	
County	Fresno	Fresno		Fresno		Fresno		Fresno	
State	CA	CA		CA		CA		CA	
Date	3/16/2023	3/2/2022		3/7/2022		6/14/2022		6/24/2022	
Price	--	\$760,000		\$699,950		\$775,000		\$1,800,000	
Square Feet	475,675	209,088		213,840		214,500		557,568	
Square Feet Unit Price	\$0	\$3.63		\$3.27		\$3.61		\$3.23	
Transaction Adjustments									
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	All cash	0.0%	Cash	0.0%	Financed	0.0%	All cash	0.0%
Crop Allocation	None	None	-	None	-	None	-	None	-
Conditions of Sale	Cash	Normal	0.0%	Normal	0.0%	Normal	0.0%	Normal	0.0%
Adjusted Square Feet Unit Price		\$3.63		\$3.27		\$3.61		\$3.23	
Market Trends Through	3/16/23	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Square Feet Unit Price		\$3.63		\$3.27		\$3.61		\$3.23	
Location	Average	Average		Average		Average		Average	
Comparison		Similar		Similar		Similar		Similar	
Acres	10.92	4.80		4.91		4.92		12.80	
Comparison		Similar		Similar		Similar		Similar	
Topography	Level	Level		Level		Level		Level	
Comparison		Similar		Similar		Similar		Similar	
Shape	Rectangular	Rectangular		Rectangular		Rectangular		Irregular	
Comparison		Similar		Similar		Similar		Sl. Inferior	
Utilities	All Available	All Available		All Available		All Available		All Available	
Comparison		Similar		Similar		Similar		Similar	
Zoning	RS-5	RS-4		RS-4		RS-5		RS-5	
Comparison		Similar		Similar		Similar		Similar	
Overall Comparability		Similar		Similar		Similar		Sl. Inferior	
Adjusted Square Feet Unit Price		\$3.63		\$3.27		\$3.61		\$3.23	

The land comparables have unadjusted prices ranging from \$3.23 to \$3.63 per square foot. Land sized ranged from 4.80 to 12.80 acres. Sale dates range from March 2022 to June 2022. There were no adjustments for property rights, financing, conditions of sale, buyer expenditures or market conditions/trends adjustments indicated.

The qualitative land analysis results are arrayed in the table below with the adjusted price per square foot indicators from the closed sales, followed by the indicated fair market value, and adjustment grid (on a previous page). The concluded value of \$3.50 per square foot is bracketed by the comparables. The concluded value falls between the higher of the similar comparable indicators and below the superior comparable indicator and is consistent in keeping with the definition of fair market value.

LAND COMPARABLE ARRAY TABLE		
Land Comparable	Comparability to Subject	Price Per SF Indicator
1	Similar	\$3.63
3	Similar	\$3.61
Subject	–	\$3.50
2	Similar	\$3.27
4	Sl. Inferior	\$3.23

All of the value indications have been considered in the final analysis. The reconciled land value for the larger parcel is estimated as follows:

FAIR MARKET VALUE – LARGER PARCEL	
Subject Land	
Indicated Price Per Square Foot:	\$3.50
Subject Size:	475,675 Square Feet
Indicated Value:	\$1,664,863

VALUATION OF PARCELS TO BE ACQUIRED

The partial acquisition consists of one proposed fee simple acquisition. The total land area to be acquired in fee was 3.0300 acres, or 131,987 square feet. The physical characteristics of this fee land, which will be acquired is typical of those associated with the larger parcel and vacant. An informed buyer of the subject would recognize this potential and would consider this fee land as part of the subject's usable land area. Thus, this acquisition is given the same price per square foot value as the Larger Parcel since this is reflected a partial acquisition of the fee simple interest. As discussed, we reconciled a per square foot value of \$3.50 for the larger parcel land.

FEE SIMPLE ACQUISITION			
Part Acquired (SF)	Area (Acre)	Value Indicator	Indicated Value
131,987	3.0300	\$3.50	\$461,955

VALUATION OF THE PERMANENT EASEMENTS

There is one (1) permanent easement located on the subject property. The easement will be utilized for public street and utility easement purposes. Therefore, we have assumed a 100% percentage of fee. Therefore, we will be utilizing the vacant land value as the value indicator. See the Easement Valuation Matrix below:

EASEMENT VALUATION MATRIX*		
Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use; Conveyance of future uses	Overhead electric, flowage easements, railroad ROW, irrigation canals, access roads
75% - 89%	Major impact on surface use; Conveyance of future uses	Pipelines, drainage easements, flowage easements
51% - 74%	Some impact on surface use; Conveyance of ingress/egress rights	Pipelines, scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines, cable lines, telecommunications
26% - 49%	Location along a property line, location across a non-usable land area	Water or sewer lines, cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility, Location within a setback	Air rights, water or sewer lines
0% - 10%	Nominal effect on use and utility	Small subsurface easement
*Right of Way Magazine, May/June 2006, Easement Valuation by Donald Sherwood, SR/WA		

Based on the anticipated impact to the property, the easement acquisitions would be valued at \$185,297 total.

EASEMENT ACQUISITION					
Part Acquired (SF)	Area (Acre)	Value Indicator (Per SF)	Property Rights	Percentage of Fee	Indicated Value
52,942	1.2154	\$3.50	Easement	100%	\$185,297
Value Part Acquired					\$185,297

VALUE OF THE REMAINDER PARCEL AS PART OF THE WHOLE

The value of the remainder parcel as part of the whole is equal to the value of the remainder before consideration of damages and benefits. This is simply a mathematical calculation in which the values of the parcels to be acquired are deducted from the value of the larger parcel in the before condition. Thus, the value of the remainder parcel as part of the whole is estimated as follows:

VALUE INDICATIONS	
Category	Values Indicated
Value of the Larger Parcel before Acquisition	\$1,664,863
Fee Simple Acquisition	\$461,955
Permanent Easement	<u>\$185,297</u>
Total Value of the Parts Acquired	\$647,252
Value of the Remainder, as Part of the Whole	\$1,017,612

VALUE OF THE REMAINDER BEFORE CONSIDERATION OF BENEFITS

We next considered the impact on value to the remainder parcel resulting from the proposed acquisition parcels and project. The value of the remainder parcel before consideration of benefits provides an indication of any loss in value, or severance damages, accruing to the remainder due to the acquisition or project construction. Damages might occur if the acquisition resulted in diminished utility of the remainder parcel.

We noted that the acquisition and project will not affect the use of the northern remainder parcel in the after condition. In the before condition, the larger parcel was considered vacant residential land, and in the after condition, the physical attributes remain similar. Therefore, we have concluded that the value of the remainder parcel before consideration of benefits is equal to its value as part of the whole. Consequently, no severance damages accrue to the remainder.

VALUE OF THE REMAINDER AFTER THE CONSIDERATION OF BENEFITS

Benefits accrue to the remainder property when there is an increase in the value of the remainder parcel after construction and as a result of the public use of the improvement. The enhancement could result from a change to a superior use, a reduction in development costs, greater accessibility to the remainder,

increased site prominence, or some other factor that results in an increase to the value of the remainder. In the case of the subject, the highest and best use is for residential uses. As such, the ultimate use of the property is unchanged after completion of the project. The project and acquisition will not have a measurable benefit to the property owner in the after condition, and the value of the remainder parcel after consideration of benefits is equal to its estimated value before the determination of benefits.

COST TO CURE ANALYSIS

We noted that the partial acquisition will disrupt the existing irrigation system for the existing plantings and turn-around areas. This disruption will damage the remainder parcel in the after condition. Per Caltrans Manual Chapter 7 – 7.02.12.00 the cost-to-cure / Severance Damage to the remainder has been analyzed in the following areas:

- The highest and best use of the subject in the remainder has not changed.
- There is good market support for the before value and thus the remainder.
- It has been determined that there are no substantial damages or benefits to the subject property
- It has been determined that there is no substantial decrease in market value due to the presence of hazardous material/waste.

In this respect, we have determined that the severance damages to the remainder based on the cost to cure does exceed \$10,000. Examples of this include replacement of existing facilities such as road approaches, fencing, and irrigation pipelines.

FENCING, GATE & CHICKEN COUP REPLACEMENT

Approximately 301 feet of chain link fencing for the chicken coup and approximately 483 feet of fencing for the dog run will have to be replaced upon the acquisition. The fences are four feet tall. There is one gate for the chicken coup and one gate for the dog run that will also need replacing. The estimated cost to relocate the fencing and gates per Marshall & Swift is as follows:

Cost to Cure - Fencing					
Item	LF	Cost/LF	Local Multiplier	Current Multiplier	Cost to Cure
Chicken Fencing	301	\$17.40	1.25	1.02	\$6,678
Dog Run Fencing	483	\$17.40	1.25	1.02	\$10,715
Total Cost to Cure:					\$17,393

Cost to Cure - Gates				
Item	Cost	Local Multiplier	Current Multiplier	Cost to Cure
Chicken Gate	\$338.00	1.25	1.02	\$431
Dog Run Gate	\$338.00	1.25	1.02	\$431
Total Cost to Cure:				\$862

There is a chicken coup on the property that will need to be replaced upon the acquisition. The coup is approximately 700 square feet and is in poor condition. The estimated cost to relocate the fencing and gates per Marshall & Swift is as follows:

Cost to Cure - Chicken Coup					
Item	SF	Cost/LF	Local Multiplier	Current Multiplier	Cost to Cure
Chicken Coup	700	\$9.40	1.25	1.02	\$8,390
Total Cost to Cure:					\$8,390

WELL & PUMP RELOCATION

The subject property has a well and pump located on the southeast corner. Due to the acquisition, the well will need to be abandoned and replaced, while the pump will need to be relocated. We have assumed that the well on the property has not been abandoned and is approximately 125 feet deep. After discussions with S.A Camp Pump & Drilling, the new 125 foot well will cost approximately \$100,000 to \$150,000. These figures can vary depending on the well depth. In order to move the reusable pump and connect electricity to the new site, it will cost an additional \$100,000. Therefore, the cost to cure the pump and well site will range between \$200,000 to \$250,000. For the purpose of this report, we have utilized \$250,000.

Total Cost to Cure	
Item	Cost to Cure
Chicken Fencing	\$6,678
Dog Run Fencing	\$10,715
Chicken Gate	\$431
Dog Run Gate	\$431
Chicken Coup	\$8,390
Well & Pump	\$250,000
Total Cost to Cure:	\$276,645

SUMMARY OF CONCLUSIONS

Per our analysis, we have concluded that the total fair market value relating to the rights to be acquired on the subject property, as of March 16, 2023, is as follows:

Total Compensation										
APN	Square Feet	Acreage								
574-130-05	475,675	10.92								
Total Land Area:			475,675	10.92						
	Total SF	475675	@	\$3.50	per square foot		\$1,664,863			
	Larger Parcel Area	475675				Value of Larger Parcel	\$1,664,863		\$1,664,863	
Value of the Part Acquired										
	Property Rights	Square Feet	Acreage							
	Fee Simple	131,987	3.0300	@	\$3.50	per SF		\$461,955		
	Permanent Easement	52,942	1.2154	@	\$3.50	per SF	100%	\$185,297		
	Total Land Area:	184,929	4.25				Subtotal	\$647,252		
								Total Value of Part Acquired:	\$647,252	
Value of the Remainder, as Part of the Whole										
							Value, Larger Parcel	\$1,664,863		
							Value Part Acquired	(\$647,252)		
							Value of Remainder, as Part of the Whole:	\$1,017,612		
Value of the Remainder Before Benefits										
Fee Owned Acreage		343,688	@	\$3.50	per SF			\$1,202,909		
Permanent Easement		52,942	@	\$3.50	per SF		100%	-\$185,297		
							Value of Remainder Before Considering Benefits	\$1,017,612		
Severance Damages										
							Value of Remainder, as Part of the Whole:	\$1,017,612		
							Value of Remainder Before Considering Benefits	(\$1,017,612)		
							Severance Damages:	\$0	\$0	
Value of the Remainder After Considering Benefits										
Fee owned Acreage		343,688	@	\$3.50	per SF			\$1,202,909		
Permanent Easement		52,942	@	\$3.50	per SF		100%	-\$185,297		
							Value of Remainder After Considering Benefits:	\$1,017,612		
Benefits										
							Value of Remainder After Considering Benefits:	\$1,017,612		
							Value of Remainder Before Considering Benefits	(\$1,017,612)		
							Benefits:	\$0	\$0	
Cost to Cure										
			Type							
			Chicken Fencing						\$6,678	
			Dog Run Fencing						\$10,715	
			Chicken Gate						\$431	
			Dog Run Gate						\$431	
			Chicken Coup						\$8,390	
			Well & Pump						\$250,000	
							Total:	\$276,645	\$276,645	
							Total Compensation	\$923,897	\$923,897	
							Rounded	\$924,000	\$924,000	

FINAL RECONCILIATION

The process of reconciliation involves the analysis of each approach to value. The quality of data applied and the significance of each approach as it relates to market behavior and defensibility of each approach are considered and weighed. Finally, each is considered separately and comparatively with each other.

The Sales Comparison Approach was the only approach used to estimate the Fair Market Value of the fee simple interest in the subject property. As discussed in the Scope of the Appraisal section, the cost and income approaches were not applicable due to the lack of significant improvements and income potential, respectively. These two approaches are not typically employed in the valuation of vacant land.

A total of four comparables were used in the Sales Comparison Approach. The comparable data were sufficient in quality and quantity to estimate the subject's Fair Market Value with many physical and non-physical characteristics analyzed in the valuation process. Based on the data and analyses developed in this appraisal, we have reconciled the following value as of March 16, 2023, subject to the Hypothetical and/or Limiting Conditions and Extraordinary Assumptions:

VALUE INDICATIONS	
Larger Parcel Value	\$1,664,863
Fee Simple	\$461,955
Permanent Easement	\$185,297
Cost to Cure	\$276,645
Just Compensation	\$923,897
Rounded	\$924,000

CERTIFICATION STATEMENT

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, 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.
- We have no present or prospective future interest in the property that is the subject of this report and have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report, or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
- We certify sufficient competence to appraise this property through education and experience, in addition to the internal resources of the appraisal firm.
- As previously stated, we have not performed an appraisal regarding the property that is the subject of this report within the past three years.
- Lance W. Dore, MAI, FRICS have made an inspection of the subject property.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the *Code of Professional Ethics & Standards of Professional Appraisal Practice* of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Lance W. Doré, MAI, FRICS, has completed the continuing education program of the Appraisal Institute.
- The date of market value is March 16, 2023. The date of this report is March 29, 2023.

Respectfully, The Doré Group



Lance W. Doré, MAI, FRICS
President / CEO
AG 002464
lwdore@thedoregroup.com



Emily Ming
Appraiser
AG 3003661
eming@thedoregroup.com

ADDENDA

LAND COMPARABLE DATA SHEETS

Land Comparable 1



Transaction			
City	Fresno	Date	3/2/22
Assessor Parcel No(s)	511-250-01	Transaction Type	Closed
Grantor	Robert Giometti	Price	\$760,000
Grantee	Keanu Saltiban	Price Per SF	\$3.63
Property Rights	Fee Simple	Financing	All cash
Document No.	27407	Conditions of Sale	Normal

Land Description			
Acres	4.80	Current Use	Residential
Topography	Level	Zoning	RS-4
Access	Average	Utilities	All Available
Site Drainage	Average		

Comments	
The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1968. The improvement added nominal value to the land.	

Land Comparable 2



Transaction			
City	Fresno	Date	3/7/22
Assessor Parcel No(s)	312-753-16	Transaction Type	Closed
Grantor	Alameda Mtg Group	Price	\$699,950
Grantee	Mander Snehpal	Price Per SF	\$3.27
Property Rights	Fee Simple	Financing	Cash
Document No.	29796	Conditions of Sale	Normal
Land Description			
Acres	4.91	Current Use	Residential
Topography	Level	Zoning	RS-4
Access	Average	Utilities	All Available
Site Drainage	Average		

Comments

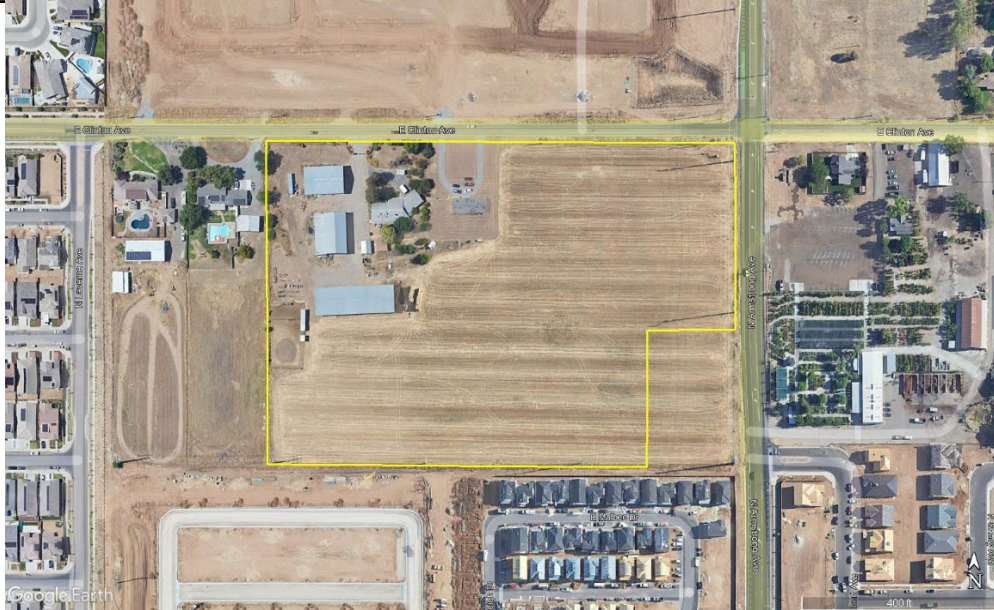
The property consists of one rectangular parcel of land. There are improvements on the property that added nominal value to the land due to their age.

Land Comparable 3



Transaction			
City	Fresno	Date	6/14/22
Assessor Parcel No(s)	511-171-19	Transaction Type	Closed
Grantor	Dhindsa Baldeep	Price	\$775,000
Grantee	Blythe RJY Trio LLC	Price Per SF	\$3.61
Property Rights	Fee Simple	Financing	Cash
Document No.	78453	Conditions of Sale	Normal
Land Description			
Acres	4.92	Current Use	Residential
Topography	Level	Zoning	RS-5
Access	Average	Utilities	All Available
Site Drainage	Average		
Comments			
The property consists of one rectangular parcel of land. There is one single-family residence on the property that was built in 1973. The improvement added nominal value to the land.			

Land Comparable 4



Transaction			
City	Fresno	Date	6/24/22
Assessor Parcel No(s)	574-050-02	Transaction Type	Closed
Grantor	Rocha Living Trust	Price	\$1,800,000
Grantee	DYP 6400 LP	Price Per SF	\$3.23
Property Rights	Fee Simple	Financing	All cash
Document No.	100249	Conditions of Sale	Normal
Land Description			
Acres	12.80	Current Use	Residential
Topography	Level	Zoning	RS-5
Access	Average	Utilities	All Available
Site Drainage	Average		
Comments			
The sales consists of one irregular parcel of land. The property is located on the southwest corner of Clinton and Armstrong Avenue. The property is in the process of annexation and is located within the Clovis Unified School District.			

NOTICE OF DECISION TO APPRAISE



CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

NOTICE OF DECISION TO APPRAISE

February 9, 2023

Sukhwinder “Bobby” Singh
2045 N. Armstrong Avenue
Fresno, CA 93727

Re: East McKinley Avenue Expansion Project
Notice of Decision to Appraise
Assessor’s Parcel No.: 574-130-05
Property Address: 2045 N. Armstrong Avenue, Fresno, CA 93727

Dear Mr. Singh,

As you are most likely aware, the City of Fresno is exploring the expansion of East McKinley Avenue between North Fowler Avenue and North Armstrong Avenue in Fresno, CA. This letter is being transmitted as a requirement imposed by any right of way acquisitions (temporary or permanent) on behalf of the FHWA in the current format outlined by the California Department of Transportation (Caltrans).

Your property, located at 2045 N. Armstrong Avenue, Fresno, CA, is within the proposed project area and a portion may be required for the project.

The City plans to start appraising the required property as soon as possible. As part of the appraisal process, it will be necessary to perform an inspection of your property to aid in the determination of just compensation. At your earliest convenience, please contact **Lance W. Doré, MAI, FRICS** of The Doré Group, Inc., who is working with the City at **(619) 933-9450** to arrange a mutually agreeable time to meet and inspect your property. The appraiser will discuss the project and its relation to your property. You or your representative may accompany the appraiser on this inspection if you wish to do so.

This notice is not an offer to purchase your property, and it does not establish your or any other occupants’ eligibility for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments. Upon completion of the appraisal, a City representative will contact you for an appointment to discuss the acquisition in detail. It is our legal and moral obligation to offer you a fair market price for your property, including any and all benefits to which you may be entitled according to law.

The entire land acquisition process conducted by the City will be in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (Title 42, sections 4601-4655, of the United States Code) (Uniform Act), and its implementing regulations, Title 49, Part 24, of the Code of Federal Regulations. All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, national origin, or sex, in accordance with Title



CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) and Section 162(a) of the Federal Highway Act of 1973 (23 U.S.C. 324).

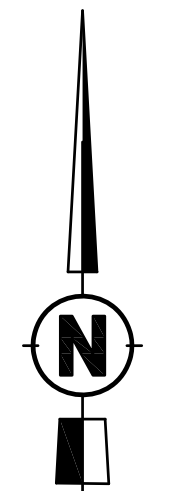
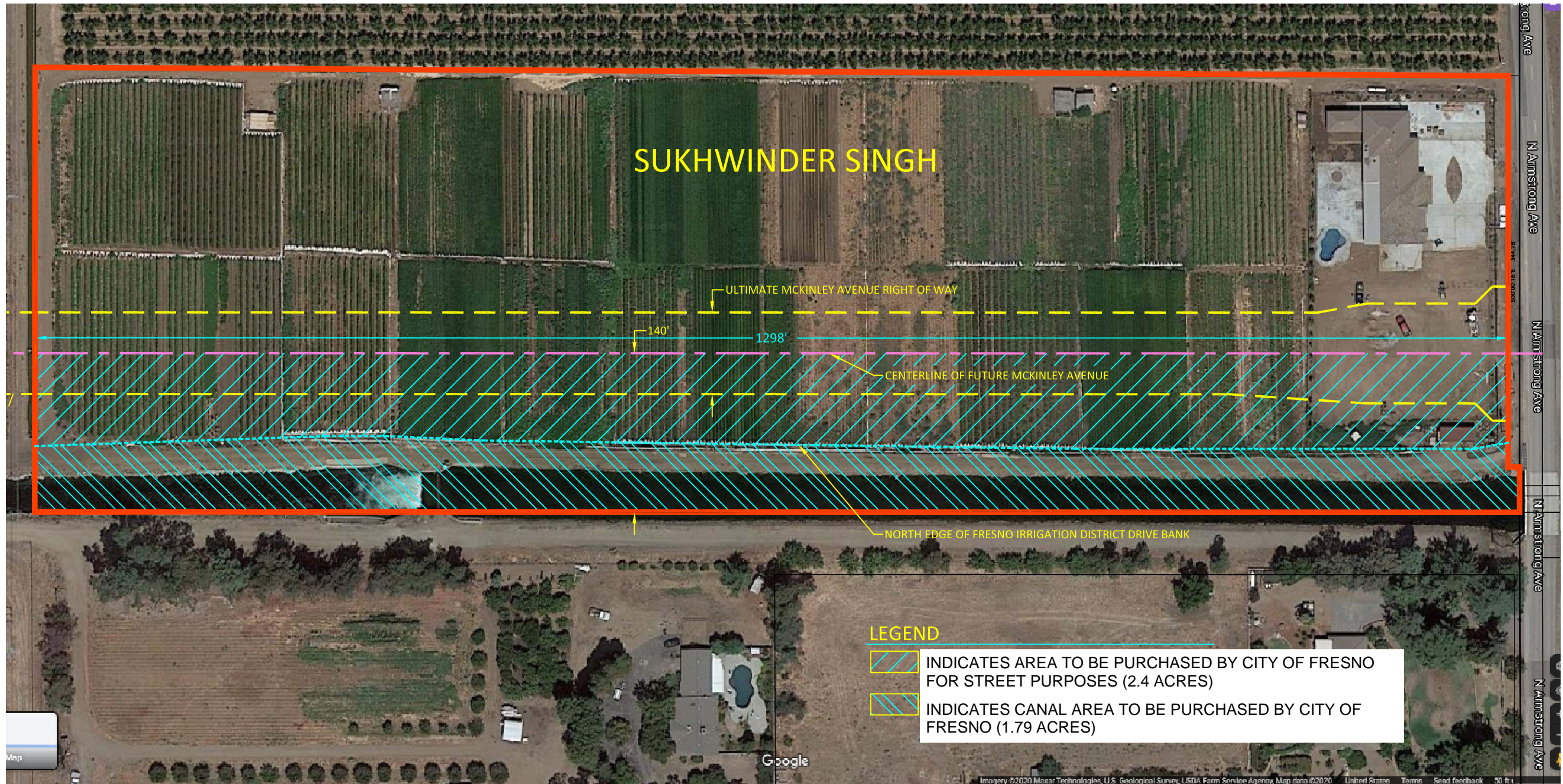
The following materials can be provided for your information:

- Title VI Survey
- Exhibit Map

Thank you in advance for your cooperation.

Sincerely,

Lance W. Doré, MAI, FRICS
The Doré Group
3990 Old Town Avenue, Suite B104
San Diego, CA 92110
lwdore@thedoregroup.com
619.933.9450



1" = 100'

**TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND
RELATED STATUTES**

(Form #)

NONDISCRIMINATION STATUTES

- **Title VI of the 1964 Civil Rights Act**, 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)

TITLE VI OF THE 1964 CIVIL RIGHTS ACT AND RELATED STATUTES (Cont.)

(Form #)

EXHIBIT
2-EX-3 (REV 5/2008)
Page 2 of 2

- **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 decisionmaking 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

PRELIMINARY TITLE REPORT



First American Title

First American Title Company

**211 East Caldwell Avenue
Visalia, CA 93277**

California Department of Insurance License No. 151

Escrow Officer: Ann Kay
Phone: (559)635-6803
Fax No.: (866)590-2167
E-Mail: akay@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: City of Fresno
Owner: TBD
Property: Apn 574-130-05
Fresno, CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 14, 2022 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Sukhwinder Singh, a married man as his sole and separate property

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2022-2023.

First Installment:	\$4,570.03, OPEN
Penalty:	\$0.00
Second Installment:	\$4,570.03, OPEN
Penalty:	\$0.00
Tax Rate Area:	005-471
A. P. No.:	574-130-05

2. The effect of an instrument entitled "Before the Board of Directors of the Fresno Metropolitan Flood Control District Resolution Providing for the Recordation of a Map Identifying Areas Subject to Payment of Drainage Fees and/or Requirements to Construct Planned Local Drainage Facilities", executed by Fresno Metropolitan Flood Control District and City of Fresno, recorded July 31, 1995 as Instrument No. [95092128](#) of Official Records.
3. Taxes and assessments, if any, of the FRESNO IRRIGATION District.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. An easement for DITCH OR CANAL and incidental purposes, recorded AUGUST 18, 1873 in [Book J of Deeds, Page 36](#).
In Favor of: FRESNO CANAL AND IRRIGATION COMPANY
Affects: A WESTERLY AND SOUTHERLY PORTION

The terms and provisions contained in the document entitled AGREEMENT FOR COMMON USE OF EASEMENTS recorded APRIL 11, 2008 as INSTRUMENT NO. [2008-0053402](#) of Official Records.

The location of the easement cannot be determined from record information.

6. The terms and provisions contained in the document entitled ELECTRICAL POWER USE AGREEMENT recorded JANUARY 09, 1986 as INSTRUMENT NO. [86002659](#) of Official Records.
7. The terms and provisions contained in the document entitled ELECTRICAL POWER USE AGREEMENT recorded FEBRUARY 01, 1991 as INSTRUMENT NO. [91012865](#) of Official Records.
8. An easement for RIGHT-OF-WAY FOR DITCH and incidental purposes, recorded AUGUST 15, 1994 as INSTRUMENT NO. [94127181](#) of Official Records.
In Favor of: FRESNO IRRIGATION DISTRICT
Affects: AN EASTERLY PORTION
9. The terms and provisions contained in the document entitled ORDINANCE NO. 2016-56 recorded MAY 11, 2017 as INSTRUMENT NO. [2017-0057989](#) of Official Records.
10. A financing statement recorded APRIL 01, 2022 as INSTRUMENT NO. [2022-0042732](#) OF OFFICIAL RECORDS.

Debtor: SUKHWINDER SINGH
Secured party: SUNPOWER CAPITAL SERVICES, LLC

11. The Solar Energy System, if any, located on the Land being owned by an Independent Solar Energy Producer.
12. Any defects, liens, encumbrances or other matters which name parties with the same or similar names as SUKHWINDER SINGH. The name search necessary to ascertain the existence of such matters has not been completed. In order to complete this preliminary report or commitment, we will require a statement of information.
13. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

14. Rights of the public in and to that portion of the land lying within ANY ROAD, STREET, ALLEY OR HIGHWAY.
15. Water rights, claims or title to water, whether or not shown by the Public Records.

16. Rights of parties in possession.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) SINGLE FAMILY RESIDENCE ON COMMERCIAL LAND known as 2045 NORTH ARMSTRONG AVENUE, FRESNO, CALIFORNIA.

2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

Real property in the City of Fresno, County of Fresno, State of California, described as follows:

THAT PORTION OF LOT 14 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 13 SOUTH, RANGE 21 EAST, M.D.B.&M., AS PER MAP THEREOF RECORDED IN [BOOK 5, PAGE 14](#) OF PLATS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 27; THENCE SOUTH 89°59'28" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 1328.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 0°01'30" EAST, ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 392.00 FEET; THENCE SOUTH 89°41'51" EAST A DISTANCE OF 1328.13 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 27; THENCE SOUTH 0°01'02" EAST ALONG SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 27, A DISTANCE OF 384.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION GRANTED TO THE COUNTY OF FRESNO IN DEED RECORDED AUGUST 15, 1994 AS INSTRUMENT NO. [94-127182](#) OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE WEST 10 FEET OF THE EAST 30 FEET OF THE NORTH 344.78 FEET OF THE SOUTH 384.78 FEET OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 27.

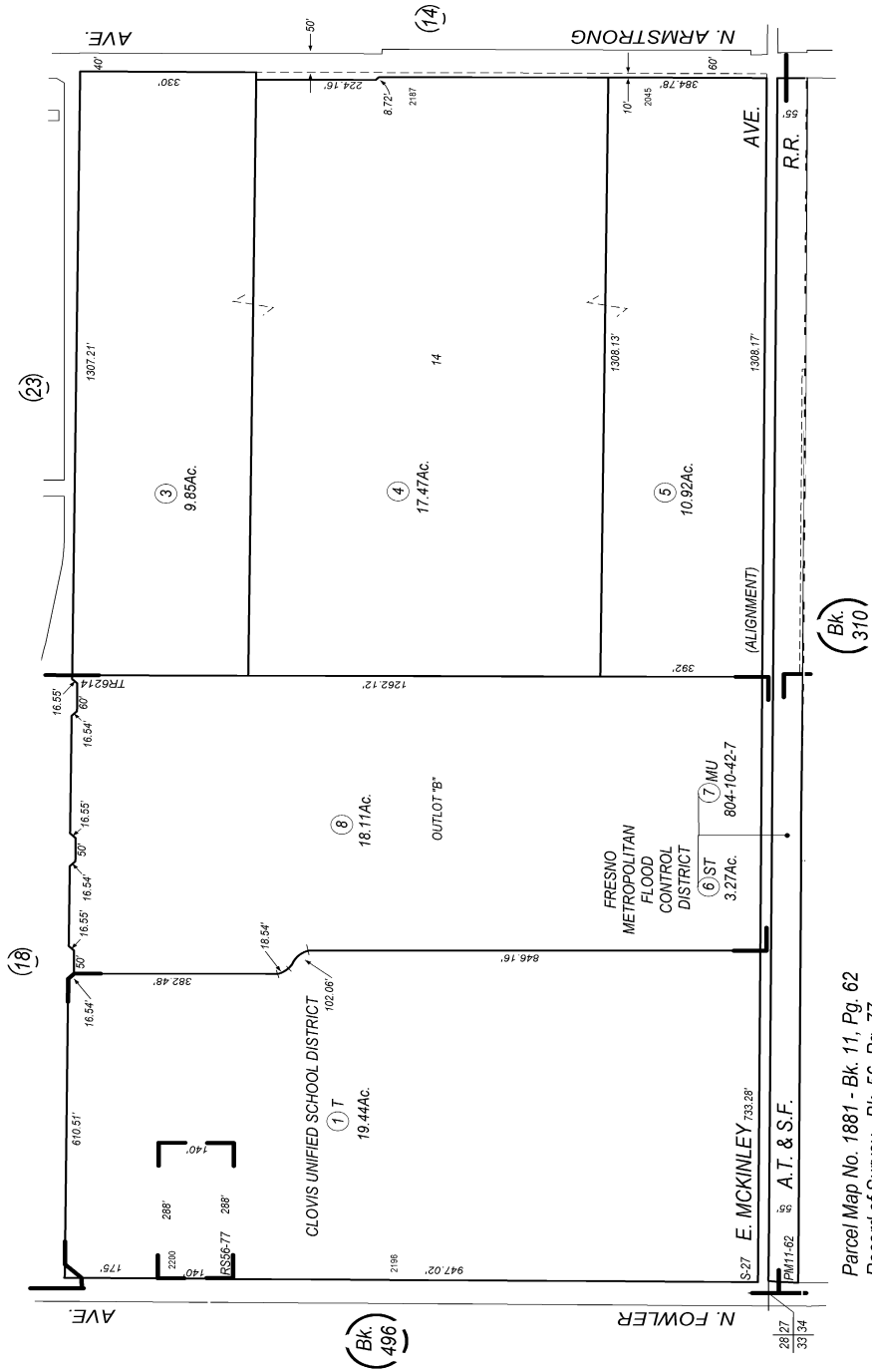
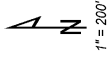
APN: 574-130-05

574-13

Tax Rate Area
5-463
5-471
76-052

SUBDIVIDED LAND IN POR SEC. 27 T.13S., R.21E., 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.



Parcel Map No. 1881 - Bk. 11, Pg. 62
Record of Survey - Bk. 56, Pg. 77
Subdivision of Sec. 27, T.13S., R.21E., M.D.B.&M. - Plat Bk. 5, Pg. 14
Tract No. 6214 - Plat Bk. 89, Pgs. 87-90

Assessor's Map Bk. 574 - Pg. 13
County of Fresno, Calif.

Note - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

2/10/2022

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)
CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE [(07-01-2021) v. 01.00]
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and We will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
 Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.
 Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a. or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500 (whichever is less)	\$10,000
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 19:	1% of Policy Amount Shown on Schedule A or \$5,000 (whichever is less)	\$25,000
Covered Risk 21:	1% of Policy Amount Shown on Schedule A or \$2,500 (whichever is less)	\$5,000

ALTA OWNER'S POLICY [(07-01-2021) V. 01.00]
CLTA STANDARD COVERAGE OWNER'S POLICY [(02-04-22) V. 01.00]
 EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
 3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7. The 2021 CLTA Standard Coverage Owner's Policy will include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas,

uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as numbers 1 through 7.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

QUALIFICATIONS



LANCE W. DORÉ, MAI, FRICS

Lance W. Doré is the President and CEO of The Doré Group. In this role, he directs all valuation assignments involving a wide variety of conventional and complex real properties, serves as litigation support to both public and private clients, provides expert advisory services (including forensic analyses and market and feasibility studies), and manages the overall operations of The Doré Group.

Mr. Doré has been a real estate appraiser since 1983, initially working for Bank of America as a staff appraiser then as a senior appraiser with a fee appraisal firm in Del Mar, California. In 1988, he formed L.W. Doré, Real Estate Consultants and grew the firm through the addition of two partners forming Doré & Curry, Inc. (1990) and Doré, Curry, & Marschall, Inc. (1997). In 1999, Doré, Curry, & Marschall, Inc. became the San Diego office for Integra Realty Resources with Mr. Doré serving as Managing Director. In the fall of 2005, Mr. Doré joined Cushman & Wakefield as the National Practice Leader of the Government Affairs and Energy division. In 2007, he pursued an opportunity to serve as the President of European Emerging Markets and Vice President of Client Services for PGP, Inc./Colliers International. Mr. Doré's unique depth of experience, coupled with his high personal standards of service, led him to found The Doré Group in 2010.

Experience

Mr. Doré's work experience spans a wide variety of property types with special expertise in the valuation of energy facilities, conservation land, open space corridors and ranches. In addition, he has also appraised planned-unit developments, residential income properties, senior housing, shopping centers, office, industrial, mixed-use properties, and a multitude of special purpose properties, including, but not limited to hotels, ski resorts, restaurants, hospitals, recreational camps, auto service and wrecking centers, equestrian facilities, and golf courses. He regularly serves as an expert advisor conducting appraisal reviews, forensic studies, and marketability and feasibility analyses. In addition, Mr. Doré is uniquely qualified and experienced in litigation testimony, consultation and advisory services for all real estate related issues. His geographical valuation expertise is focused in the western United States and extends to Tokyo (Japan), Central America, Mexico, Cyprus, and Moscow (Russia).

Licenses/Certifications/Affiliations

Certified General Real Estate Appraiser – **State of California** (OREA No. AG002464)
California Licensed Real Estate Broker & Realtor member - **San Diego Board of Realtors**
Credentialed Mediator – **National Conflict Resolution Center**
Member of the Appraisal Institute (**MAI No. 8471**)
Fellow of the Royal Institute of Charter Surveyors (**FRICS Designation**)
Registered Valuer - **Royal Institute of Charter Surveyors** for international valuation
Member of the International Right of Way Association (**IR/WA**)
Member of the Family Firm Institute – **FFI**
Member of the Lambda Alpha International – Land Economic Society – **LAI**

Instructor Positions

National Instructor (*Real Estate Valuation Principles & Practice*) - **Appraisal Institute**
Adjunct Professor - **Russian Federation Finance Academy**
National Instructor – (*Business Development and Leadership*) – **Royal Institute of Charter Surveyors**
National Instructor - (Red Book Standards) - **Royal Institute of Charter Surveyors**
National Instructor - (Hotel Valuation) - **Royal Institute of Charter Surveyors**
National Instructor - (International Valuation and Property Measurement Standards) - **Royal Institute of Charter Surveyors**
National Instructor - (Subdivision Development) - **Royal Institute of Charter Surveyors**
National Instructor - (Automated Valuation Models) - **Royal Institute of Charter Surveyors**
National Instructor - (Bridging the Gap of IVSC v. USPAP) - **Royal Institute of Charter Surveyors**



Leadership/Committees

Past President – **Appraisal Institute**, San Diego Chapter
Past member of *International Relations Committee* – **Appraisal Institute**
Past member of *Ethics & Standards Committee* – **Appraisal Institute**

Speaking Engagements

Appraisal Institute (National Seminar Series, Los Angeles, CA) - Land Valuation & Environmental Issues
The Trust for Public Land (San Diego, CA) - Natural Communities Conservation Plan
Pan Pacific Conference (Auckland, New Zealand) – Valuation of Submerged Lands
Government of Cyprus (Nicosia, Cyprus) – Valuation of Golf Courses and Marinas
The Russian Federation (Moscow, Russia) - Valuation of Land and Appraisal Principles
The Russian Federation (Goa, India) - Valuation of Oil and Gas and Power Plants
Royal Institute of Charter Surveyors (Montego Bay, Jamaica) – Government & Regulatory Risk
Graziadio School of Business & Management, Pepperdine (Los Angeles, CA)–2008 US & California Forecast
Appraisal Institute (San Diego, CA) – Unique Valuations in Real Estate
Appraisal Institute (San Diego, CA) – International Financial Reporting Standards (IFRS)
California Redevelopment Agency (Workshop Series, CA) – Real Estate Valuation for AB1X 26 & AB1484
Risk Management Association (RMA) – Appraisal Risk and the Valuation Process
University of San Diego – MBA program – Guest Lecturer
University of San Francisco – Geller Family Business Center – Family Office Valuation
NAI Global Conference – Real Estate Investment Pyramid

Publications

Appraisal Journal (October 2001) – “The Valuation of Submerged Land”
Energy Pulse (March 2006) – “The Highest and Best Use of Power Plants”
Union of Pan America Valuers (November 2010) – “Impact of Public to Private Partnerships in BRICS”
Wall Street Journal (August 2001) – “Power Plant Owners Fight to Lower Taxes”
The Secret of Real Estate – Revealed (2011)
IRWA Right of Way (July/August 2018) – “Conservation Easements – Unraveling the Mystery”

Representative Client List

Public Entities

United States Department of the Interior	United States Forest Service
United States Department of Navy	United States Department of Justice
Government of Cyprus	Russian Federation
State of California – Judicial Courts	County of San Diego
State of California – Auditor	County of San Bernardino
County of Riverside	County of Los Angeles
County of Monterey	City of Riverside
City of San Diego	Port of Long Beach
Los Angeles Dept. of Water and Power	Port of Oakland
City of Monterey	Port of Vancouver

Legal Clients – Local, Regional, National and International Firms. Criminal, Transactional and Civil Litigation. Qualified Expert in Federal Bankruptcy Court, United States Judicial District Court, California Superior Court, San Diego Superior Court, Los Angeles Superior Court, Washington State Superior Court.

Financial Institutions – All Major Local, Regional and National Organizations. Savings and Loans, Banks, Insurance Companies, Investment Firms, Brokerage Firms and Insurance Companies.

Non-Profit Conservation Groups – Local, Regional and National Organizations.

Family Offices – Estate Planning, Tax Planning, Consultation

PROFESSIONAL QUALIFICATIONS

Emily Ming

Certified General Appraiser

License #3003661

Ms. Ming joined The Dore Group in June of 2016. Emily began working at Cushman & Wakefield Western, Inc. in San Diego, California as an intern while attending San Diego State University. Upon graduating, she began working full time for Cushman & Wakefield as an Appraiser Trainee within the Valuation & Advisory group. In October of 2013, Emily began working for Alliance Appraisal, LLC as an Appraiser and Alliance Ag Services, LLC as a salesperson. Ms. Ming became a Certified General Appraiser in April of 2016 and is working towards getting her Accredited Rural Appraiser designation through the American Society of Farm Managers and Rural Appraisers.

Experience

Appraisal assignments have included vacant land, commercial sites, agricultural land with permanent plantings, water rights and mineral rights valuation throughout the State of California.

Education

San Diego State University, San Diego, California, Graduated 2012

Degree: Bachelor of Arts, Public Administration

Appraisal Education

Emily has completed the following courses offered by the Appraisal Institute and the American Society of Farm Managers and Rural Appraisers:

- 15-Hour National Uniform Standards of Professional Appraisal Practice
- Basic Appraisal Principles
- Basic Appraisal Procedures
- Residential Appraisal Sales Comparison and Income Approaches
- Residential Appraisal Site Valuation and Cost Approach
- Appraisal Report Writing
- Residential Appraisal Market Analysis and Highest & Best Use
- Real Estate Finance, Statistics, and Valuation Modeling
- General Appraiser Sales Comparison Approach
- General Appraiser Market Analysis and Highest & Best Use
- General Appraiser Site Valuation and Cost Approach
- General Appraiser Income Approach/Part 1
- General Appraiser Income Approach/Part 2
- General Appraiser Report Writing and Case Studies
- Eminent Domain (A250)
- Integrated Approaches to Value (A304)
- Advanced Rural Case Studies (A400)
- Valuation of Conservation Easements and Other Partial Interests in Real Estate (A315)

She has also attended the following seminars:

- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2011
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2012
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2013
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2014
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2015
- California Chapter of the Association of Farm Managers and Rural Appraisers Annual Seminar 2016

Memberships, Licenses and Professional Affiliations

- Certified General Real Estate Appraiser License No. 3003661 Expires 03/31/2024
- California Real Estate Salesperson License No. 01942292 Expires 11/06/2025

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



Jan 2017

Caltrans & You

race
disability
Executive Order 12898

age
discrimination
sex
national origin
color
**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)

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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

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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 _____

ADA Notice

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TITLE VI AND OTHER DISCRIMINATION COMPLAINT FORM

OCR-0002 (REV 04/2020)

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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

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