



May 6, 2025

Amerigas Propane, L.P., a Delaware limited partnership
Po Box 858
Valley Forge, PA

Re: Placerville Drive Bicycle and Pedestrian Facilities Project (Government Code § 7267.2)
Assessor's Parcel No: 325-120-089 / Site Address: 7485 Green Valley Road, Placerville, California

Dear Property Owner:

The City of Placerville, a municipal corporation ("City"), is proceeding to improve safety and increase bicycle and pedestrian connectivity within the City along Placerville Drive and Green Valley Road. The Project improvements will establish continuous sidewalk and bicycle facilities along both sides of Placerville Drive between Cold Springs Road and Ray Lawyer Drive/Green Valley Road. The Project will also construct sidewalk and bicycle facilities along Green Valley Road between Placerville Drive and Mallard Lane. Additionally, the Project includes improvements to El Dorado Transit bus stops within the project limits. A portion of your property located at 7485 Green Valley Road, Placerville, is required for this Project.

The City has retained Bender Rosenthal, Inc. to value the necessary real property interests. Accordingly, the City hereby makes an offer of \$21,400 to acquire 2,364± SF of a Fee Interest and 3,312± SF of a Temporary Construction Easement, which is required for the Project.

Enclosed for your review and approval are the following:

1. Summary Statement Relating to Purchase of Real Property or an Interest Therein, with attached plat map showing the areas and rights to be acquired
2. Restricted Appraisal
3. Signing Instructions for Owners
4. Purchase Agreement;
5. Grant Deed
6. Temporary Construction Easement Deed
7. Acquisition Brochure and
8. Title VI

If you find the offer acceptable, please sign the documents, as stated in the Signing Instructions, and return the documents to me in the self-addressed, stamped envelope provided. Copies of the documents are enclosed for your files.

If you have any comments or items of specific concern you would like to discuss, please call me at (916) 978-4900 or via email smith.l@benderrosenthal.com.

Your cooperation in this matter will be greatly appreciated and I look forward to working with you.

Sincerely,

Lucas Smith
Right of Way Agent

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

The City of Placerville, a municipal corporation, is proceeding with the Placerville Drive Bicycle and Pedestrian Facilities Project. Your property located at 7485 Green Valley Road, Placerville, California is within the project area and identified by the County Assessor as APN: 325-120-089.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the City of Placerville 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:

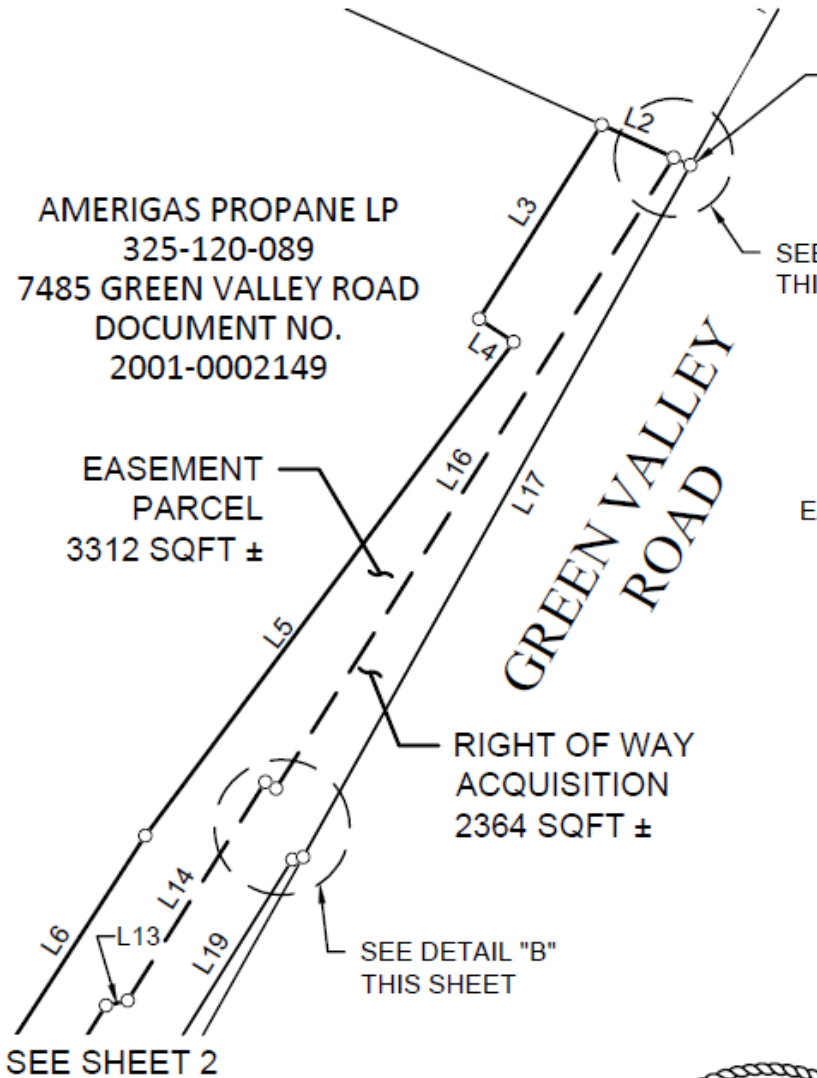
1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the prorated portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City of Placerville will offer to purchase any remnant considered by the City of Placerville to be an uneconomic unit which is 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 documents covering this transaction and owned by the grantors herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements have been made. The interest to be acquired is 2,364± SF of a Fee Interest and 3,312± SF of a Temporary Construction Easement, as shown on the attached map.
4. The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Restricted Appraisal and such amount represents the full amount of just compensation for the property to be purchased and;
 - a. Is not less than the approved appraisal of the fair market value of the property as improved;
 - b. 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 to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - c. 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 of Placerville.
5. Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Placerville will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:
 - a. You, not the City of Placerville, must order the appraisal. Should you enter into a contract with the selected appraiser, the City of Placerville will not be a party to the contract.
 - b. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BRE), formerly known as the Office of Real Estate Appraisers.
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the City of Placerville, c/o Bender Rosenthal Inc., 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for the completed work by the appraiser must be provided to the City of Placerville concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the City of Placerville's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation of all or part of your interest in real property sought to be acquired by the City of Placerville as set forth in Streets and Highways Code Section 104.2.



AMERIGAS PROPANE LP
325-120-089
7485 GREEN VALLEY ROAD
DOCUMENT NO.
2001-0002149

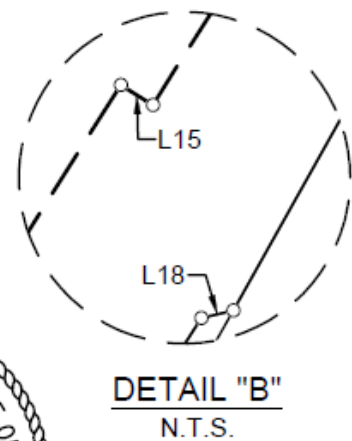
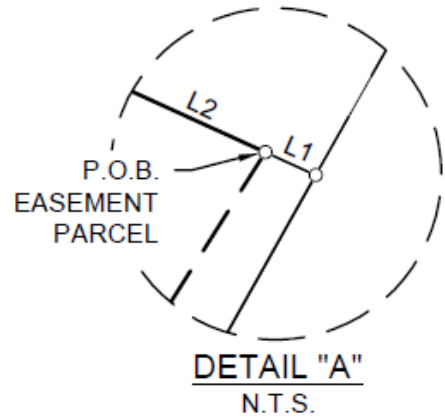
EASEMENT
PARCEL
3312 SQFT ±

RIGHT OF WAY
ACQUISITION
2364 SQFT ±



P.O.C.
EASEMENT PARCEL &
P.O.B. RIGHT OF WAY
ACQUISITION

SEE DETAIL "A"
THIS SHEET



SEE SHEET 2 FOR LINE &
CURVE TABLE



LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- N.T.S. NOT TO SCALE

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

EXHIBIT "B"
RIGHT OF WAY ACQUISITION &
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF
SECTION 14, T. 10 N. R. 10 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
CIVIL ENGINEERS / LAND SURVEYORS
905 SUTTER ST. STE 200 FOLSOM, CA 95630
(916) 366-3040 Fax (916) 366-3303

TLC	1"= 30'	1/6/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.

RESTRICTED APPRAISAL REPORT

Placerville Drive Bicycle & Pedestrian Facilities

Amerigas Propane, L.P. Property
7485 Green Valley Road
Placerville, California 95667

Date of Value: October 22, 2024

Date of Report: November 6, 2024

File No: 24164C



2825 Watt Avenue, Suite 200 Sacramento, California 95821 | www.benderrosenthal.com | 916.978.4900



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EXECUTIVE SUMMARY

Project Name	Placerville Drive Bicycle & Pedestrian Facilities
Property Address/Location	7485 Green Valley Road, Placerville, California
Assessor's Parcel Number	325-120-089-000
Owner of Record	Amerigas Propane, L.P. per the most recent grant deed, document #2001-0002194. A copy of the grant deed can be found in the appendix of this report.
Larger Parcel Size	85,595 square feet, or 1.9650 acres <i>Source: County of Eldorado Assessors Map</i>
Zoning	The subject is located in the Commercial (C).
General Plan	The subject has a zoning designation of Commercial (C).
Current Use	Service commercial use; propane facility
Highest and Best Use of Larger Parcel (As Vacant)	Service Commercial Development
Purpose of the Appraisal	To provide an opinion of the Fair Market Value of the rights to be acquired for the project.
Appraisal Assignment	The appraisal assignment is to develop an opinion of the fair market value of the larger parcel to assist in developing an offer of compensation for the required real property rights.
Client/Intended User(s)	The client of this assignment is the Dewberry Engineers Inc., who, along with the City of Placerville, are the intended users of this report.
Intended Use	Assist the Intended User(s) in developing an offer of compensation for the required real property rights.
Proposed Acquisition:	
Fee Acquisition	2,365 Square Feet, 0.05 Acres
Temporary Construction Easement	3,310 Square Feet, 0.08 Acres

Opinion of Fair Market Value:

OPINION OF FAIR MARKET VALUE

Total Permanent Acquisition (Land)	\$13,008
Site Improvements Impacted by Permanent Acquisition	\$1,997
Damages (Including Cost to Cure)	\$0
Temporary Construction Easement	\$6,372
Total	\$21,376
Rounded	\$21,400

Date of Inspection October 22, 2024

Date of Value October 22, 2024

Date of Report November 6, 2024

AERIAL PHOTOGRAPH



SUBJECT PROPERTY PHOTOGRAPHS



View facing east along Mallard Lane. The subject property is located on the left.



View of the subject from Mallard Lane facing north.



View of the subject property at the corner of Mallard Lane and Green Valley Road.



Street scene, view of Mallard Lane and Green Valley Road intersection.

SUBJECT PROPERTY PHOTOGRAPHS



View of the subject property.



View of the fee acquisition and TCE area and natural vegetation that extends along the Green Valley Road frontage.



View of the fee acquisition and natural vegetation in the TCE area. Several of the trees pictured will be removed during construction.



View of the subject property and TCE area to conform the existing asphalt to the new sidewalk. The photo is taken from the eastern corner of the site along Green Valley Road.

INTRODUCTION

DESCRIPTION OF THE PROJECT

The City of Placerville (City), with funding from Congestion Mitigation and Air Quality (CMAQ) and regional Active Transportation Program (ATP), proposes to improve and increase bicycle and pedestrian interconnectivity within the City along Placerville Drive and Green Valley Road. The proposed Placerville Drive Bicycle and Pedestrian Facilities Project (proposed project) improvements would consist of constructing up to approximately 12,000 linear feet of sidewalks and 12,000 linear feet of Class II or Class IV bicycle facilities along Placerville Drive. The proposed project would also construct up to approximately 2,000 linear feet of sidewalks and Class II bicycle facilities along Green Valley Road, between Placerville Drive and Mallard Lane. Additionally, improvements will be made to El Dorado Transit bus stops within the project limits.

PURPOSE

The purpose of this appraisal assignment is to provide the client and the City of Placerville with an opinion of the fair market value of the larger parcel and property rights required for the proposed project.

CLIENT/INTENDED USE/USERS OF THE APPRAISAL

The client of this assignment is Dewberry Engineers Inc., who, in addition to The City of Placerville, are the intended users. The intended use of the opinion of fair market value is to assist in developing an offer of compensation for the required real property rights.

DEFINITION OF VALUE

Fair Market Value

[Source: Section 1263.320 of the Code of Civil Procedure]

- 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.

The Code goes on to say 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 proceeding in which the property is taken.
- C) Any preliminary actions of the plaintiff relating to the taking of the property.

All other appraisal definitions can be found in the appendix.

SCOPE OF WORK

The valuation of the larger parcel involved an investigation and analysis of the neighborhood, as well as the region, for social, economic, governmental, and environmental forces and trends that affect or could influence property values. Research was conducted on potentially comparable sales in the subject's competitive market area within a reasonable timeframe around the date of value. The property was inspected on October 22, 2024, by Lawrence Clark. The inspection will set the effective date of value. A representative for the owner was invited but was not present during the inspection that was conducted from the public right of way.

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple estate interest of the larger parcel, a fee acquisition, and a temporary easement interest.

REPORT TYPE

The opinion of fair market value is reported in a restricted report format as defined by USPAP.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and the value estimates it contains are expressly subject to the following assumptions and/or limiting conditions.

1. Title to the property is marketable.
2. No survey of the property has been made by the appraisers and property lines as they appear on the ground are assumed to be correct.
3. Data, maps, and descriptive data furnished by the client or his/her representatives are accurate and correct.
4. No responsibility is assumed for matters of law or legal interpretation.
5. No conditions exist that would affect the use and value of the property, which are not discoverable through normal, diligent investigation.
6. The valuation is based on information from sources believed reliable, and that such information is correct and accurately reported.
7. The value estimate is made subject to the purpose, date, and definition of value.
8. The report is to be considered in its entirety and use of only a portion will invalidate the appraisal.
9. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of highest and best use.
10. Possession of this report or a copy does not carry with it the right of publication nor may it be used for any purpose by anyone other than the client without the previous written consent of Bender Rosenthal, Inc., and then only with proper qualifications.
11. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. No part of this narrative report may be reproduced by any means nor disseminated to the public in any way without the prior written consent of Bender Rosenthal, Inc.

12. Any person or entity who obtains or reads this report, or a copy, other than the client specified in this report, expressly assumes all risk of damages to himself or third persons arising out of reliance on this report and waives the right to bring any action based on the appraisal, and neither the appraisers nor the appraisal firm shall have any liability to any such person or entity.
13. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described in this report unless prior arrangements have been made.
14. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.
15. The property appraised may or may not be subject to the Americans with Disabilities Act of 1990 (ADA). Title III of this act provides for penalties for discrimination in failing "to remove architectural barriers in existing facilities [unless] an entity can demonstrate that the removal is not readily achievable." Unless otherwise noted in this appraisal, it is assumed that the property appraised is not substantially impacted by this law.
16. The presence of such substances as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
17. It is assumed that the property appraised is competently managed and marketed.

NON-DISCRIMINATION STATEMENT

This appraisal has been completed without regard to race, color, religion, national origin, sex, marital status or any other prohibited basis, and does not contain references which could be regarded as discriminatory.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Note to Reader: The subject property is subject to the following extraordinary assumptions and/or hypothetical conditions, which might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

1. A preliminary title report was not provided by the client for review. In the absence of a title report, we assume there are no easements or encumbrances that would impact the marketability or sale of the subject property.

HYPOTHETICAL CONDITIONS

1. The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: 1) the project for which the property is taken; 2) the eminent domain proceeding in which the property is taken; and 3) any preliminary actions of the plaintiff relating to the taking of the property. [California Code of Civil Procedure, Section 1263.330] Therefore, the fair market value of the larger parcel assumes the property is appraised as if there is no project.
2. The valuation of the subject property, in the condition after the partial acquisition and the construction and use of the proposed project, is based on a hypothetical condition the project has been completed.

IDENTIFICATION OF LARGER PARCEL / PROPERTY DESCRIPTION

DETERMINATION OF LARGER PARCEL

The process of determining the “Larger Parcel” involves the analysis of an owner’s holdings regarding multiple properties, a whole property or portion of a property which has unity of ownership, unity of use, and contiguity.

Ownership records for surrounding properties have been reviewed and the subject property owner has no title interest in any contiguous parcels. The Impacted parcel is identified as APN: 325-120-089-000 meets all the tests of the larger parcel for this appraisal and contains 1.9650 acres (or 85,595 square feet).

IDENTIFICATION OF PARCEL OWNERSHIP

Address	7485 Green Valley Road, Placerville, California.
Location	The subject property is located at the northeast corner of Mallard Lane and Green Valley Road.
Census Tract	06-017-031000
Assessor Parcel Number	325-120-089-000
Owner of Record	Amerigas Propane, L.P. per the grant deed document #2001-0002194. A copy of the grant deed can be found in the appendix of this report.
Owner’s Interest Title	Fee Simple Interest
Ownership History	According to county records, there has been no transfer of ownership for the subject property in the past five years. To our knowledge there have been no sales, listings or offers to purchase the subject property within the past five years.
Date of Inspection	October 22, 2024
Date of Value	October 22, 2024
Date of Report	November 6, 2024

LARGER PARCEL DESCRIPTION

Size	85,595 square feet, or 1.9650 acres <i>Source: County of Eldorado Assessors Map</i>
Site Topography	The site is generally divided into two level areas; the area to the west is approximately 15 feet higher in elevation than the area to the east. Portions of the site that are not level are sloping. The site sits at street grade on the southern and western frontages.
Corner	Yes
Site Shape	Generally Square
Site Access	The subject property can be accessed via two driveways, one along Mallard Lane to the west and one along Green Valley Road to the south. Access to the subject site is considered average overall.
Exposure & Visibility	Exposure and visibility of the subject are considered average.
Utilities	Standard utilities are available on site.
Zoning	The subject is located in the Commercial (C).
General Plan Designation	Commercial, per the El Dorado County General Plan.
Improvements	The property is improved primarily as paved yard area for a propane facility. A small building is located near the street frontages in the southwest corner of the property.
Site Improvements	The subject property has improved asphalt paving, delineated parking spaces, exterior fencing, and natural vegetation (trees and shrubs).
Flood Plain	Zone X (Unshaded). This is referenced by Panel Number 06017C0752E, dated September 26, 2008. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

Seismic

The subject property is not within a Fault-Rupture Hazard Zone (formerly an Alquist-Priolo Special Studies Zone), according to Special Publication 42, "Fault-Rupture Hazard Zones in California", published by the California Department of Conservation, Division of Mines and Geology, revised 2007. No active faults are located on or in the proximity of the property. However, strong earthquakes generated along any of the active California faults may affect the site depending on the characteristics of the earthquake and the location of the epicenter. In general, the effects should be confined to shaking and/or acceleration (shock waves) and potential damage to structures should be minimized by employing adequate design and construction procedures. Current engineering design, and construction practices, such as the Uniform Building Code, provides the opportunity to reduce earthquake related hazards.

Easements

A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.

Hazardous Waste

As of the date of value, a Phase 1 Environmental Site Assessment report was not provided. The state Geotracker website indicated six LUST cleanup sites within 1,000 feet of the subject property. None of these sites are located on the subject property. Additionally, all sites remediation has been completed and each case is closed per Geotracker. Please refer to General Limiting Condition Number 16 regarding hazardous materials.

Wetlands

None known.

Property Tax Data

In California, Proposition 13 establishes that annual increases of assessed value of real property should not exceed 2% per year except in cases of a change in ownership, completion of new construction, and/or in the case of a value restoration due to a prior year decline in value (Proposition 8) assessment. The total assessment for the subject property for the tax year 2023 is \$501,200. The total tax bill for the property is \$5,677. This is within the general range for comparable commercial uses in the area. The subject's assessed values and property taxes for the current year are summarized in more detail in the following table.

ASSESSMENT & TAXES (2023)

TAX RATE AREA					TAX RATE	1.1327%
ASSESSOR PARCEL #	LAND	IMPROVEMENTS	TOTAL	EXEMPTIONS	TAXABLE	BASE TAX
325-120-089-000	\$353,482	\$147,718	\$501,200	\$0	\$501,200	\$5,227
ADDITIONAL TAX CHARGES						
Spcl Tax CSA#7						\$50
Service Chrg: CSA#1						\$340
Service Chrg: CSA#10						\$60
Total						\$5,677

Source: El Dorado County Assessment & Taxation

The tax rate and direct assessments are typical to other properties in the area.

OVERALL LARGER PARCEL COMMENTS

The larger parcel consists of one assessor's parcel, which has a total size of 1.965± acres. The property is zoned for commercial use. The site is generally square in shape and has average exposure, visibility, and access. The site is level to sloping with an elevated area in the east-central portion of the site. The property is improved with a propane facility that is no longer in operation. No building improvements will be impacted by the proposed project.

VALUATION

VALUATION PREMISE

The opinion of value will be developed in accordance with accepted valuation principles, consistent with California eminent domain law (Code of Civil Procedure 1230.010). Every effort has been made to conform to The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 1970 as amended; the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and Standards of Professional Appraisal Practice of the Appraisal Institute.

The building improvements are not impacted by the proposed acquisition, as such, this appraisal values the site as if vacant (land only). However, site improvements within the TCE area will be impacted and modified by the proposed construction, which will be replaced in like kind and restored to the functionality of the before condition. Additionally asphalt paving is located within the fee acquisition area. The three recognized approaches to value are the cost approach, sales comparison approach, and income capitalization approach.

We have utilized the Sales Comparison Approach to develop the opinion of the fair market value for the larger parcel and the remainder parcel. The Sales Comparison Approach compares similar properties that have recently sold in the market area to the larger parcel and is usually the preferred method of valuation. The development of the Income and Cost Approach are not necessary for credible assignment results and the valuation of the larger parcel is not weakened by the exclusion of these approaches.

Elements of the Income Approach are used to develop the fair market value for the temporary construction easement.

The quantitative adjustment process (using paired sales) requires an abundance of market data to develop the monetary or percentage adjustments for the varying economic and physical characteristics. The research on the current market and the lack of sufficient relevant sales data to develop adjustments, we have elected to develop a qualitative analysis. More specifically, a narrative analysis for the economic and physical characteristics of the comparables is developed for comparison with the subject property. Comparable data is ranked and then the subject is bracketed by the most comparable sales.

The proposed acquisition as related to the larger parcel and remainder parcel as improved was analyzed. The subject property is are not affected by the project. Further, no change in the highest and best use results from the proposed acquisition or construction in the manner proposed. As such, the larger parcel is valued as land only, and the valuation of the structural building improvement(s) is not within the scope of this appraisal. Credible results can be achieved with the valuation of land only including the presence and valuation of minor site improvements in the partial acquisition.

VALUATION OF THE LARGER PARCEL

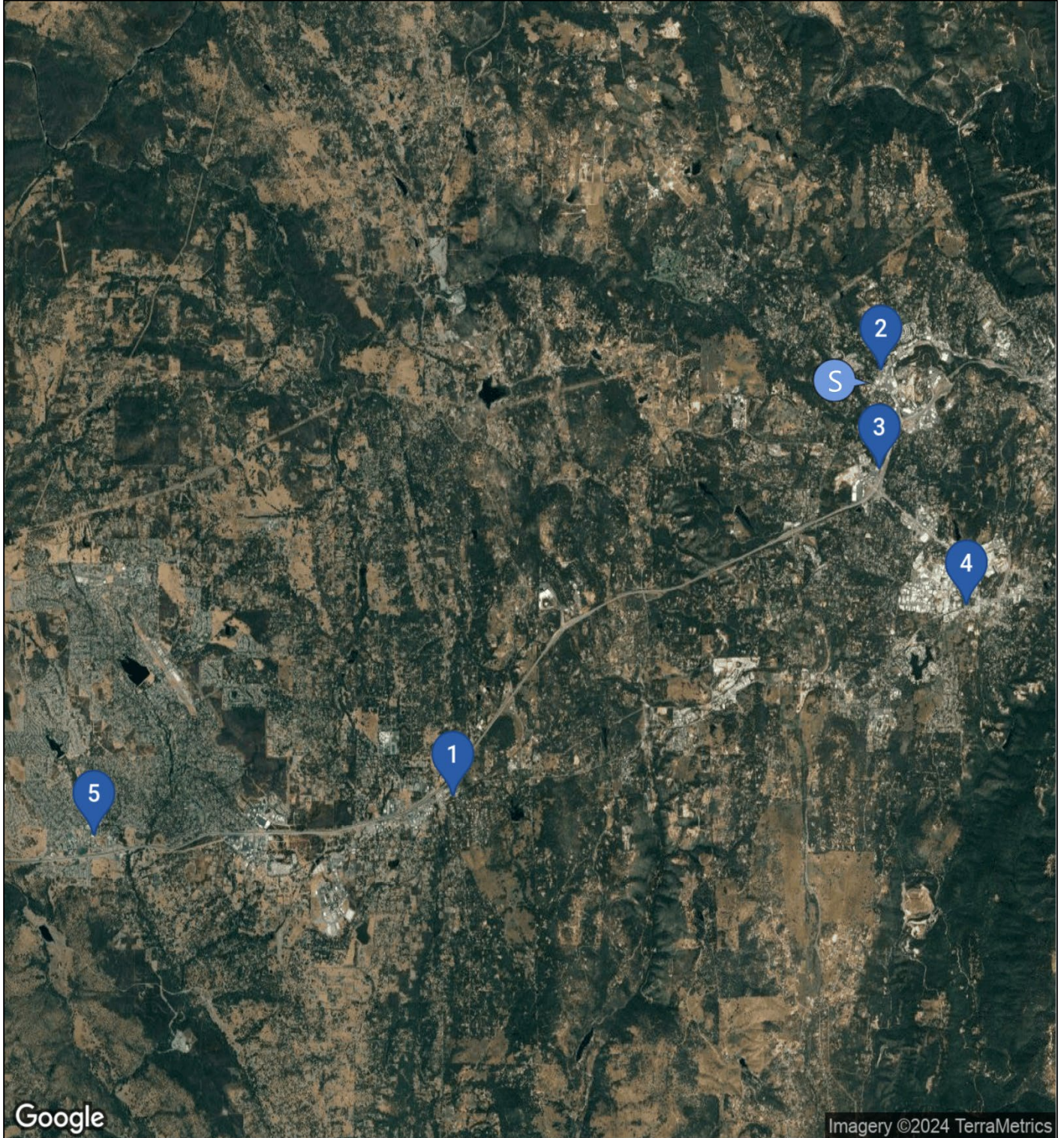
We have estimated the fair market value of the underlying land at its highest and best use as vacant via the sales comparison approach. The sales comparison approach is based on the premise that the buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, 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 which is the price per SF.
- Each comparable sale is analyzed and where appropriate, adjusted to account for differences 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.

A thorough search was made for similar land sales in the area.

COMPARABLE LAND SALES SUMMARY TABLE AND MAP

LAND SALES SUMMARY							
Sale Number BRI Number	Location APN	Grantor Grantee	Sale Date Recording Doc	Sale Price	Land Acres Land SF	Zoning	Price Per SF
COMP1 9912403	Mother Lode Dr Shingle Springs, El Dorado County, CA 090-040-017-000	Michael L Schiavone Revocable Trust Revocable TR / Mancuso William F	10/26/2023 2023-30453	\$60,000	0.22 9,583	C	\$6.26
COMP 2 10183253	Easy Street Placerville, El Dorado County, CA 325-120-045-000, 325-120- 046-000	The Nickel Family Trust Leigh Ann Kielty	2/14/2023 4592	\$118,000	0.69 30,056	C	\$3.93
COMP 3 10182742	3963 Missouri Flat Rd # C Placerville, El Dorado County, CA 327-130-053-000	Diablo Basin, Inc DC Centers, LLC	11/22/2022 44525	\$200,000	1.03 44,867	CC	\$4.46
COMP 4 9298276	425 Pleasant Valley Road Diamond Springs, Placer County, CA 054-371-019	Joyce Berger Next Hill Enterprises, LLC	4/14/2022 17315	\$825,000	2.91 126,760	CM	\$6.51
COMP 5 9297752	2553 Greenwood Lane Cameron Park, Placer County, CA 082-411-003	Wichert-Marlon LLC Nielsen Joseph	10/29/2021 68172	\$210,000	1.05 45,738	CC	\$4.59
SUBJECT	7485 Green Valley Rd, Placerville, El Dorado County, CA				1.96 85,595	C	



Google

Imagery ©2024 TerraMetrics

COMPARABLE	LABEL	ADDRESS
COMPARABLE 1	1	Mother Lode Dr, Shingle Springs, CA, 95682
COMPARABLE 2	2	Easy Street, Placerville, CA, 95667
COMPARABLE 3	3	3963 Missouri Flat Rd # C, Placerville, CA, 95667
COMPARABLE 4	4	425 Pleasant Valley Road, Diamond Springs, CA, 95619
COMPARABLE 5	5	2553 Greenwood Lane, Cameron Park, CA, 95682

LAND VALUATION EXHIBITS



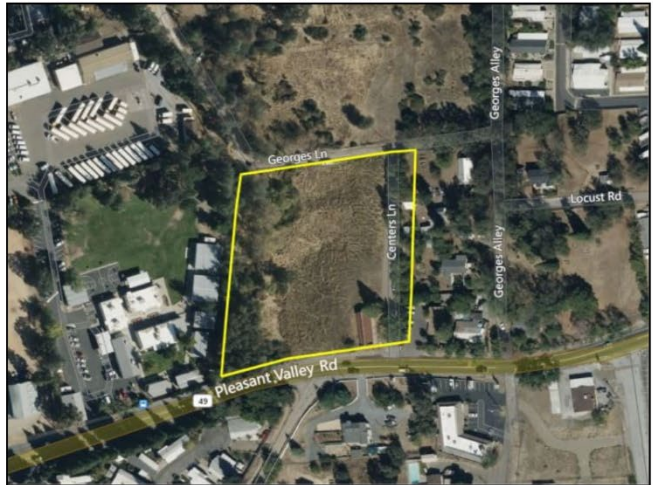
COMPARABLE 1



COMPARABLE 2



COMPARABLE 3



COMPARABLE 4



COMPARABLE 5

LAND VALUE CONCLUSION

The comparables indicate a unit value, based on a general bracketing analysis, between \$4.59 and \$6.26 per square foot, as shown below.

Sale No.	Greater Than/ Less Than	Price Per SF	Sale Date	Comparison
Sale 4	<	\$6.51/ SF	4/22	Similar overall location, superior topography, superior overall utility.
Sale 1	<	\$6.26/ SF	10/23	Significantly smaller size, partially offset by the slightly inferior location and inferior topography.
<i>The subject property is bracketed by \$4.59 and \$6.26 per square foot</i>				
Sale 5	>	\$4.59/ SF	10/21	Superior topography is more than offset by the inferior overall location and inferior market conditions.
Sale 3	>	\$4.46/ SF	11/22	Superior location and atypical buyer motivation, more than offset by inferior access, inferior shape, and inferior development restrictions.
Sale 2	>	\$3.93/ SF	2/23	Similar market conditions and location, but inferior exposure and visibility, inferior topography, and inferior access.

The comparable sales indicate a bracketed range for the larger parcel between \$4.59 and \$6.26 per square foot, with a midpoint of \$5.42 per square foot. Sale 5 is more physically similar to the subject property but reflects an inferior location and market conditions to the subject. Overall, both bracketing sales have several offsetting characteristics to the subject and are given similar weight input analysis, indicating a value close to the midpoint of \$5.50 on a per-square-foot basis.

VALUE OF THE LARGER PARCEL (LAND ONLY)

The preceding analysis and development of the price per SF provide an indication of the larger parcel's fair market value.

VALUE OF THE LARGER PARCEL							
Item	Size (SF)	x	\$	x	% of Fee	=	
Larger Parcel	85,595	x	\$5.50	x	100%	=	\$470,773

DESCRIPTION OF THE PROPOSED ACQUISITION

Based upon the location of the subject within the bounds of the project, the larger parcel is impacted by Placerville Drive Bicycle & Pedestrian Facilities. Construction in the manner proposed indicates that a portion of the larger parcel will be required in fee, as well as a temporary construction easement (TCE). The project will construct new sidewalks and bicycle lanes along the roadway within the existing right of way. The proposed fee acquisition is needed for the proposed sidewalk improvements. The proposed TCE will be utilized to conform the subject’s frontage with the new sidewalk. Construction contract work will also include the relocation of the existing mailbox and the construction of a drainage inlet on the subject property. The drainage inlet will be owned and maintained by the property owner. Existing site improvements within the TCE area will be replaced in like kind. However, a portion of asphalt paving is located within the fee acquisition area. The TCE has a duration of 3.5 years, and access to the site will be maintained through construction. The TCE will also include the removal of five trees and several shrubs.

A summary of the planned acquisition follows:

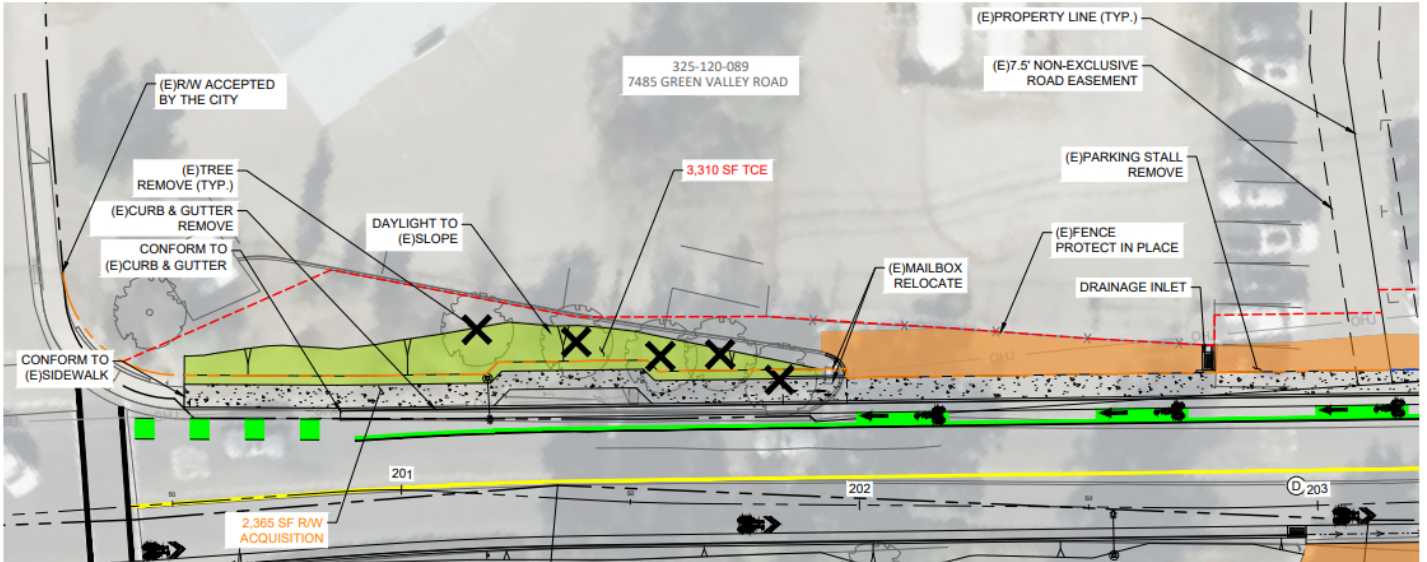
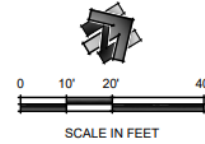
PROPOSED ACQUISITION		
Item	Acres	Square Feet
Larger Parcel		
Total Larger Parcel Size	1.965 ± Acres	85,595 ± SF
Fee Acquisition		
Total Fee Acquisition Size	0.054 ± Acres	2,365 ± SF
Remainder Parcel		
Total Remainder Parcel Size	1.911 ± Acres	83,230 ± SF
Temporary Construction Easement Acquisition		
Total Temporary Construction Easement Size	0.08 ± Acres	3,310 ± SF

Source: Larger Parcel size is from the Tax Assessor’s Map, and the Acquisition Area Size is from the appraisal exhibit dated September 23, 2024.

APPRAISAL EXHIBIT

R. E. Y. ENGINEERS, Inc.
Civil Engineers | Land Surveyors | Remote Sensing
905 Sutter Street, Suite 200 Folsom, CA 95630
(916) 366-3040 Fax: (916) 366-3303

PLACERVILLE DRIVE BICYCLE & PEDESTRIAN FACILITIES, CIP #41816
PROPERTY OWNER EXHIBIT
GREEN VALLEY ROAD
APN 325-120-089
SEPTEMBER 23, 2024



NOTES:

DESIGN IS PRELIMINARY AND IMPROVEMENTS ARE SUBJECT TO CHANGE.
(E) = EXISTING
(TYP.) = TYPICAL
R/W = RIGHT OF WAY
TCE = TEMPORARY CONSTRUCTION EASEMENT

LEGEND: SCALED FOR CLARITY

SYMBOL	PROPOSED IMPROVEMENT	SYMBOL	PROPOSED IMPROVEMENT
	DRIVEWAY ASPHALT CONFORM		DRIVEWAY DEPRESSION
	SIDEWALK ASPHALT CONFORM		SLOPE
	LANDSCAPING		
	SIDEWALK		
	GREEN BIKEWAY STRIPE		

Value of the Proposed Acquisition

LAND

A portion of the subject property will be required in fee to construct the new proposed sidewalk. The fee acquisition is located along the site's frontage with Green Valley Road and totals 2,365 square feet in size. The value of the proposed fee acquisition is presented next.

VALUE OF THE PROPOSED ACQUISITION

Item	Size	x	\$	x	% of Fee	=	
Fee Aquisition Acquisition	2,365	x	\$5.50	x	100%	=	\$13,008

SITE IMPROVEMENTS IN THE PROPOSED ACQUISITION AREA

Improvements within the proposed easement area include asphalt paving along the southeastern property line, where the eastern portion of the site is currently accessed. The area improved with asphalt paving, which is to be acquired, totals approximately 520 square feet in size, per the appraiser's measurements.

The cost new of these site improvements is derived from Marshall and Swift, a cost estimator, from the October 2024 edition. Applicable cost and local multipliers were considered in addition to the base cost of the items. Also, an entrepreneurial incentive of 15% was included. A depreciation level of 25% was added to the asphalt paving.

SITE IMPROVEMENTS WITHIN PERMANENT ACQUISITION AREA

Item	Amount	x	Base Cost New	x	Current Multiplier	x	Local Multiplier	x	Entrepreneurial Incentive	x	Remaining Economic Life	=	
Asphalt paving, Section 66, Page 2	520	x	\$3.56	x	1.06	x	1.18	x	1.15	x	75%	=	\$1,997
Total													\$1,997

TOTAL VALUE OF THE PROPOSED PERMANENT ACQUISITION

The total value of the proposed permanent acquisition, which includes the land and the site improvements within the acquisition area, is presented below:

TOTAL VALUE OF PROPOSED ACQUISITION

Land	\$13,008
Site Improvements	\$1,997
Total	\$15,005

VALUE OF THE REMAINDER AS PART OF LARGER PARCEL (LAND ONLY)

The value of the remainder as part of the larger parcel is its contributory value to the larger parcel. Deducting the land value for the part acquired from the value of the larger parcel, land only, yields:

VALUE OF THE REMAINDER AS A PART OF THE LARGER PARCEL

Value of the Larger Parcel (Land Only)	\$470,773
Value of the Proposed Acquisition (Land Only)	\$13,008
Value of the Remainder as Part of the Larger Parcel	<u>\$457,765</u>

VALUE OF THE REMAINDER, AFTER ACQUISITION BEFORE BENEFITS

The remainder parcel is appraised as a separate and distinct assignment to develop an opinion of its fair market value before benefits. Damages are considered when there is a demonstrable impact on the fair market value of the remainder that is not conjectural, speculative or a result of an agency's police powers.

DESCRIPTION OF THE REMAINDER

The construction in the manner proposed will acquire 2,365 square feet in fee from the subject property, which accounts for less than 3% of the overall size. One parking space will also be lost due to the acquisition and conforming of the site to the new sidewalk improvements. Finally, a drainage inlet will be constructed to help with existing drainage issues on the site and will be owned and maintained by the property owner. Overall, the impact of the acquisition and confirmation of the existing frontage on the subject property will be minimal.

HIGHEST AND BEST USE OF THE REMAINDER

The highest and best use of the remainder parcel is unchanged in the after condition.

DAMAGES

Based upon the preceding analysis, the proposed acquisition does not adversely affect the utility, desirability, or marketability of the remainder of the property. The proposed acquisition is located along the site's frontage and will not impact the utility of the remainder. Ingress and egress will not change in the after condition. The loss of one parking space will not impact on the site utility due to the number of existing delineated spaces and ample space that can be utilized for parking. The remainder, as valued above, is compared to the remainder as part of the larger parcel to measure the loss in market value damages.

LOSS IN MARKET VALUE

LOSS IN MARKET VALUE

Value of the Remainder as Part of the Larger Parcel	\$457,765
Value of the Remainder, After Acquisition, Before Benefits	<u>\$457,765</u>
Loss in Market Value	\$0

CONSTRUCTION CONTRACT WORK

The construction contract work will include conforming the existing frontage to the new sidewalk improvements, relocating the existing mailbox, and constructing a drainage inlet.

COST TO CURE

None.

DAMAGE SUMMARY

DAMAGE SUMMARY	
Loss in Market Value	\$0
Net Cost to Cure	\$0
Total Damages	\$0

VALUE OF THE REMAINDER, AFTER ACQUISITION, CONSIDERING BENEFITS

The remainder parcel is appraised as a separate and distinct assignment to develop an opinion of its fair market value considering benefits. Benefits are considered when there is a demonstrable impact on the fair market value of the remainder parcel considering benefits that are not conjectural or speculative and measured as a gain in market value.

On August 25, 1997, the California Supreme Court ended the rule that only benefits identified as "special benefits" could be offset against damages in determining compensation in condemnation actions. Under its decision in the *Continental Development* case, all benefits, general and special can reduce compensation for damage.

We have analyzed the reminder parcel and find no indication of a change in highest and best use or unit value due to the construction in the manner proposed. The unit value derived for the larger parcel is applicable to the reminder parcel valuation considering benefits.

BENEFITS

Under California eminent domain law, any measure of benefits to the remainder can only be used to offset damages to the remainder. The construction in the manner proposed may provide physical improvements to the general area but provides no quantifiable benefits directly to the remainder parcel in the after condition.

BENEFITS	
Gain in Market Value	
Value of the Remainder After Acquisition, Considering Benefits	\$457,765
Less: Value of the Remainder After Acquisition, Before Benefits	\$457,765
Gain in Market Value	\$0

TEMPORARY CONSTRUCTION EASEMENT

The project design also requires a temporary construction easement (TCE) to conform to the subject's existing driveway and frontage along Green Valley Road. The TCE totals 3,310 square feet in size and has a duration of 3.5 years or 42 months. The TCE will be used to do the work necessary to conform the subject's driveway to the new roadway improvements. The TCE will also include the removal of five trees and several shrubs. These trees and shrubs reflect natural growth and do not contribute to the highest and best use of the property as improved. Additionally, the TCE will not landlock the site, and the owner will still have access to the property around the construction of the project. The subject's existing driveway improvements will be replaced in like kind as part of the contracted construction work.

The compensable period for the temporary construction easement starts on the right-of-way certification date and expires no later than the project's construction contract acceptance date.

A temporary construction easement is considered the involuntary occupancy, use and rental of the owner's land. In the absence of comparable data the valuation will be based on the estimated rate of return to the land for the occupancy and use required by the agency. That rate will be applied to the value of the required area per month for the period identified by the construction schedule. The impact of the agency's use of the easement area and potential for damages to the remainder are considered in establishing the rate of return. An element of entrepreneurial profit is included to recognize the owner's market value of the development of the property.

Taking into account that the TCE agreements are typically holding exclusive rights to the area for the duration, a 10% annual rent factor has been used in this analysis.

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT

Fee Value	3,310	x	\$5.50	=	\$18,205.00
Annual Rate of Return					10%
Annual Return					\$1,820.50
Monthly Return (Annual Return ÷ 12)					\$151.71
Monthly Return X Total Number of Months Needed for Project			42 Months		\$6,372

OPINION OF FAIR MARKET VALUE

OPINION OF FAIR MARKET VALUE

Total Permanent Acquisition (Land)	\$13,008
Site Improvements Impacted by Permanent Acquisition	\$1,997
Damages (Including Cost to Cure)	\$0
Temporary Construction Easement	\$6,372
Total	\$21,376
Rounded	\$21,400

APPENDIX

DEFINITIONS

Definition of an Appraisal

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 9

The act or process of developing an opinion of value, an opinion of value.

Market Value

Source: Office of the Comptroller of the Currency. CFR Title 12, Part 34, Subpart C, § 34.42 Definitions

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Market Value

Source: The Appraisal of Real Estate (Fifteenth Edition), Appraisal Institute, Chicago, Illinois, 2020, P. 48

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.

Fair Market Value

Source: Section 1263.320 of the Code of Civil Procedure

- 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.

The Code goes on to say 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 proceeding in which the property is taken.

- C) Any preliminary actions of the plaintiff relating to the taking of the property.

Fair Market Value

Source: IRS Regulation 20.2031-1

The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property the sale price in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate.

Market Rent

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 117

The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby

- Lessee and lessor are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
- The rent reflects specified terms and conditions typically found in that market, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, frequency of payments (annual, monthly, etc.), and tenant improvements (TIs).

Full Interest Analysis.

The acquisition of all property rights using the applicable valuation methodology.

Partial Acquisition Interest Analysis.

The partial acquisition interest analysis starts with an opinion of fair market value for the undivided fee interest of the larger parcel using the most applicable method for valuing similar properties. Once the larger parcel value is estimated the following partial acquisition appraisal methodology is utilized:

- Value of the part acquired is based on the contributory value in the larger parcel.
- Value of the remainder parcel as part of the larger parcel, is based on its contributory value developed in the larger parcel.
- Value the remainder parcel, after the acquisition and before benefits. When this value is compared to the value of remainder as part of the larger parcel any loss in market value is the measure of damages.
- Value the remainder parcel, after the acquisition with benefits. When this value is compared to the value of the remainder without benefits any gain in market value is the measure of benefits.

- The opinion of fair market value includes the value of the partial acquisition and the net damages.

Unit Rule

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 197

A valuation premise often applicable in condemnation appraisals. The unit rule has two aspects, the first dealing with ownership interests and the second dealing with physical components. The first aspect of the rule, also referred to as the *undivided fee rule*, requires that property be valued as a whole rather than by the sum of the values of the various interests into which it may have been carved (such as lessor and lessee, life tenant and remainderman, and mortgagor and mortgagee, etc.). This is an application of the principle that it is the property, not the interests, that is being acquired.

The second aspect of the rule is that different physical elements or components of a tract of land (such as the value of timber and the value of minerals on the same land) are not to be separately valued and added together.

Undivided Fee Rule

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 196

In condemnation appraisal, a rule that states that property is to be valued as if the title were held by a single entity, even if the real property is divided into more than one estate owned by more than one individual or entity.

Retrospective Value Opinion

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 166

value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., “retrospective market value opinion.”

Investment Value

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 99

1. The value of a property to a particular investor or class of investors based on the investor’s specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Extraordinary Assumption

Source: Uniform Standards of Professional Appraisal Practice, 2024 Edition, P. 4

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition

Source: Uniform Standards of Professional Appraisal Practice, 2024 Edition, P. 4

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Jurisdictional Exception

Source: Uniform Standards of Professional Appraisal Practice, 2024 Edition, P. 5.

An assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.

"As Is." The state, condition, or premise in which all existing and known future enhancements, faults, encumbrances, and conditions affecting the property rights being appraised are recognized and taken into account in the valuation process. For instance, the value effect of present or future bond encumbrances, likely extraordinary building costs, etc., would be evaluated. The value is based upon the conditions observed upon the most recent inspection, and as the property physically and legally exists without hypothetical conditions, assumptions, or qualifications. The "as is" condition is usually the state in which a property is available for purchase.

Leased Fee Estate

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 105

An ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Estate

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 105

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Stabilized

A state, condition, or premise under which a property is operating in a normal or usual way: occupancy is at a level that might be expected for an extended period of time, rents are being collected at normal and typical rates (i.e., initial lease-up rent concessions and extraordinary tenant improvement costs have been amortized) and operating expenses have normalized (taxes are fully assessed, etc.).

Exposure Time

Source: Uniform Standards of Professional Appraisal Practice, 2024 Edition, P. 4

An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Larger Parcel

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 105

In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.

Temporary Easement

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 190

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.

Damage to Remainder

Source: Section 1263.420 of the Code of Civil Procedure

Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

- (a) The severance of the remainder from the part taken.
- (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken.

Benefit to Remainder

Source: Section 1263.430 of the Code of Civil Procedure

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

Easement

Source: The Appraisal of Real Estate (Fifteenth Edition), Appraisal Institute, Chicago, Illinois, 2020, P. 64

An easement is an interest in real estate that transfers use, but not ownership, of a portion of an owner's property. Easements usually permit a specific portion of a property to be used for identified purposes, such as access to an adjoining property or as the location of a certain underground utility.

Conservation Easement

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 38

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement.

Compensation

Source: Section 1263.310 of the Code of Civil Procedure

Compensation shall be awarded for the property taken. The measure of this compensation is the fair market value of the property taken.

Surplus Land

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 186

Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel.

Improvements Pertaining to the Realty

Source: Section 1263.205 of the Code of Civil Procedure.

include any machinery or equipment installed for use on property taken by eminent domain, or on the remainder if such property is part of a larger parcel, that cannot be removed without a substantial economic loss or without substantial damage to the property on which it is installed, regardless of the method of installation. In determining whether particular property can be removed "without a substantial economic loss" within the meaning of this section, the value of the property in place considered as a part of the realty should be compared with its value if it were removed and sold.

...the Appraisal Institute

The Appraisal Institute is a national organization of appraisers that self-regulates its members, and the undersigned are designated Members of the Appraisal Institute (MAI). A Member must adhere to the Institute's ethics code and standards.

The U.S. congress has tasked the Appraisal Foundation to set standards and procedures with which state-certified appraisers must comply when appraising property interests involved in federally regulated transactions.

Excess Land

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 66

Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately.

Leased Fee Interest

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition, P. 105

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Highest and Best Use

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 88

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)
4. [For fair value determination] The use of a nonfinancial asset by market participants that would maximize the value of the asset or the group of assets and liabilities (for example, a business) within which the asset would be used. (FASB Glossary) The highest and best use of a nonfinancial asset takes into account the use that is physically possible, legally permissible, and financially feasible. (FASB 820-10-35-10B). The highest and best use of a nonfinancial asset establishes the valuation premise used to measure the fair value of the asset, as follows: (a) The highest and best use of a nonfinancial asset might provide maximum value to market participants through its use in combination with other assets as a group (as installed or otherwise configured for use) or in combination with other assets and liabilities (for example, a business). (b) The highest and best use of the asset might provide maximum value to market participants on a standalone basis. (FASB 820-10-35-10E)

Value in Use

Source: *The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 201*

1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary)
2. Formerly used in valuation practice as a synonym for contributory value or use value.

Across the Fence (ATF) Method

Source: *The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 3*

A land valuation method used in the appraisal of corridors. The across-the-fence method is used to develop a value opinion based on comparison to abutting land.

Special-Purpose Property

Source: *The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 178*

An improved property with a unique physical design, special construction materials, or a layout that particularly adapts its utility to the use for which it was built and may be costly to modify to another use; also called *a special-design property*.

Police Power

Source: *The Dictionary of Real Estate Appraisal, Appraisal Institute, 7th Edition P. 144*

The inherent power of government to regulate property in order to protect public health, safety, and general welfare.

Transportation Corridor

Source: *Caltrans Right of Way Manual, Section 7.13.60.00 (Rev 1/2014)*

A corridor which includes existing operating and nonoperating railroad property with reasonably probable future transportation uses, including railroad tracks, excess width, utility lines, pipelines, fiber-optic lines, etc. These uses must not be speculative.

Operating Railroad Property

Source: *Caltrans Right of Way Manual, Section 7.13.60.00 (Rev 1/2014)*

The property necessary for operation of rail service over the railroad right of way. The area covered by the nonabandoned tracks plus the minimum additional clearance width as set by the Public Utilities Commission (PUC) and/or the safety standards set by the railroad. It may include switching yards, station sites and their parking lots, and crossing gates and associated equipment. All operating railroad property is located within a transportation corridor.

Non-Operating Railroad Property

Source: Caltrans Right of Way Manual, Section 7.13.60.00 (Rev 1/2014)

Anything other than operating railroad property; i.e., property which is not required to operate rail service on a right of way. This may include unused right of way where track has been removed, area required for flood protection, grading, land leased to others, administrative properties, etc. It is important to note that railroad property converted to hiking or biking trails might not change the “transportation corridor” status.

APPRAISAL CERTIFICATIONS

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased and professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
9. 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.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. I have made a personal inspection of the property that is the subject of this report.
12. Nicholas Maniscalco provided significant assistance in the preparation of this report including the subject inspection and analysis of the data used.
13. I have not revealed the findings and results of this appraisal to anyone other than the proper officials of the client and I will not do so unless and until authorized by the client, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
14. Such appraisal has been made in conformity with the appropriate California laws, Title VI of the 1964 Civil Rights Act, and regulations, policies, and procedures applicable to appraisal of right of way.
15. To the best of my knowledge, no portion of the value of the property appraised consists of items which are non-compensable under the established laws of California. It is my understanding that federal funds may be involved in the project that pertains to the subject of this report.

16. My opinion of the total fair market value of the appraised property identified in this report was derived without collusion, coercion or direction as to value.



Lawrence Clark

Appraiser

State Certified General Real Estate Appraiser

California License No. 3011366

Expiration Date 5/11/2025

916-978-4900

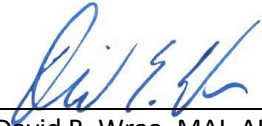
L.clark@benderrosenthal.com

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10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report, I have completed the continuing education program for Designated Appraisers of the Appraisal Institute.
12. I have not made a personal inspection of the property that is the subject of this report.
13. Nicholas Maniscalco provided significant assistance in the preparation of this report including the subject inspection and analysis of the data used.
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David B. Wraa, MAI, ARA, AI-GRS

Senior Vice President

Certified General Real Estate Appraiser

California License No.AG023713

Expiration Date 7/1/2025

(916)978-4900 x 4001

D.Wraa@benderrosenthal.com

NOTICE OF DECISION TO APPRAISE LETTER



October 15, 2024

Amerigas Propane, LP
5641 Davidson Road
Placerville, CA 95667

Subject: Placerville Drive Bicycle & Pedestrian Facilities Project, CIP #41816
Notice of Decision to Appraise
7485 Green Valley Road, Placerville, CA 95667 / Assessor's Parcel No: 325-120-089

Dear Amerigas Propane LP,

The City of Placerville proposes to improve safety and increase bicycle and pedestrian connectivity within the City along Placerville Drive and Green Valley Road. The proposed Placerville Drive Bicycle and Pedestrian Facilities Project (proposed project) improvements would establish continuous sidewalk and bicycle facilities along both sides of Placerville Drive between Cold Springs Road and Ray Lawyer Drive/Green Valley Road. The proposed project would also construct sidewalk and bicycle facilities along Green Valley Road between Placerville Drive and Mallard Lane. Additionally, the proposed project includes improvements to El Dorado Transit bus stops within the project limits.

Your property (APN: 325-120-089) located at 7485 Green Valley Road is within the project area and a portion of your property is required for the project. This includes a 2,365 square foot right of way easement as well as a 3,310 square foot temporary construction easement (TCE) to conform the frontage of your site to the new sidewalk and driveway, as shown on the attached plat map. The purpose of this correspondence is to inform you of the intent to acquire these property rights on a portion of your property for this project. The initial step in the process is to prepare a valuation of your property.

To assist in the process, the City of Placerville has retained Bender Rosenthal, Inc., for Commercial Valuation and Right of Way Services. This process starts by establishing an estimate of fair market value for an offer of compensation for the necessary rights for the project. You have the right and are encouraged to accompany the appraiser when we inspect your property. If you would like to be present for the inspection or have any questions regarding the potential acquisition of your property, the process or timing, please call me at (916) 894-8352, or email me at l.clark@benderrosenthal.com.

All services and/or benefits to be derived from any right of way activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 and Section 162(a) of the Federal Highway Act of 1973(23 U.S.C. 324).

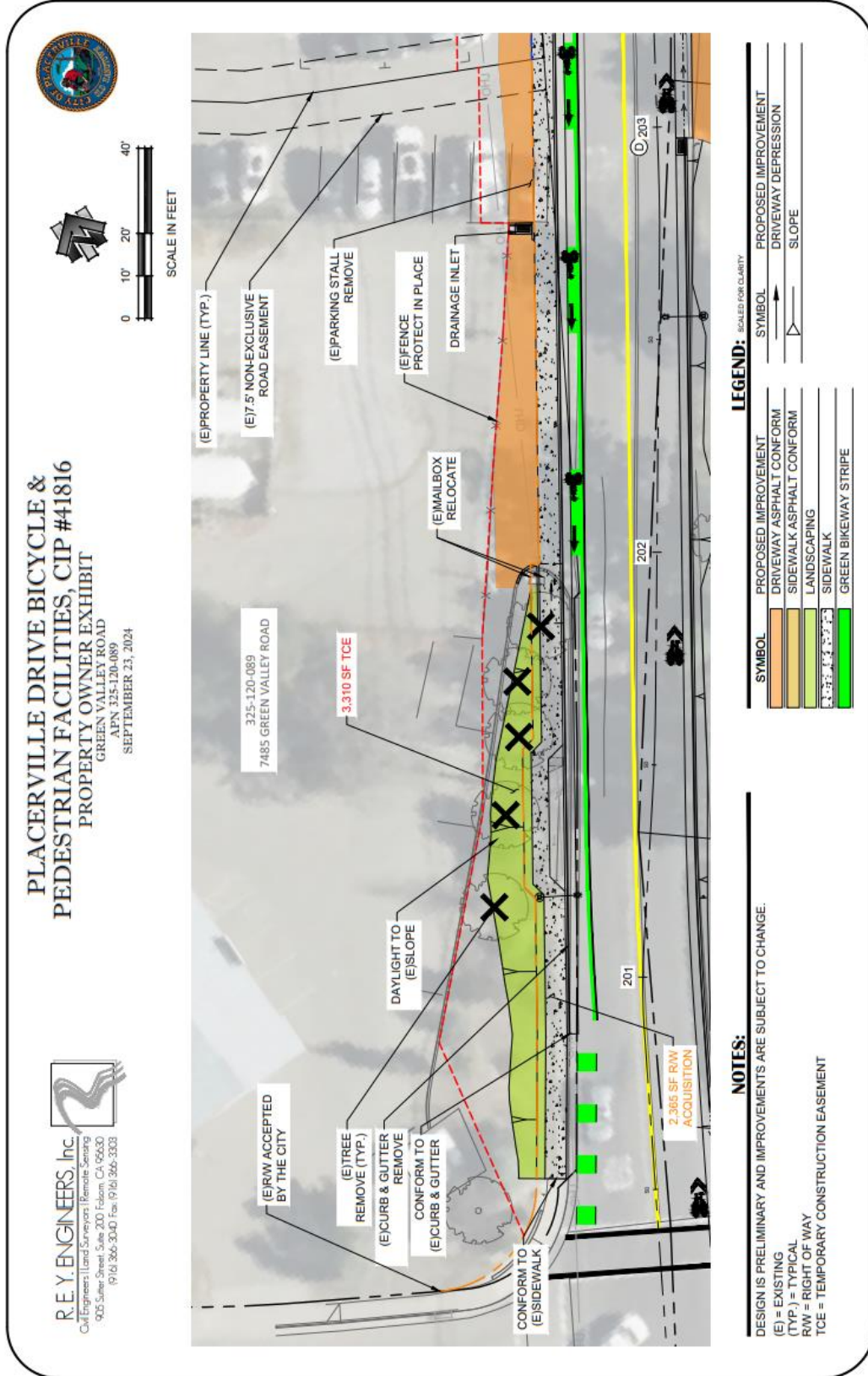
Enclosed for your information is a copy of the booklet "Your Property /Your Transportation Project," Caltrans Title VI brochure and Title VI Statutes and Regulations.

Please note that this notice does not constitute an offer to purchase your property, nor does it establish eligibility of the owner and/or any other occupant for relocation assistance or relocation payments. Only those in occupancy at the time of the first written offer to purchase the property may be eligible for relocation payments. Upon completion of the valuation, we will contact you for an appointment to discuss these and other acquisition details. Thank you in advance for your cooperation.

Sincerely,

Lawrence Clark
Certified General Appraiser
Bender Rosenthal, Inc.

Enclosures: Exhibit Map, Your Property/ Your Transportation Project Brochure and Title VI



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 federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, 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 problem 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 I 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, Rule 462.5 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 Rule 462.5 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.

Note: Revenue and Taxation Code Section 68, Rule 462.5, G. 1 through G.4, set forth time limits that may affect your eligibility to retain your favorable current real property tax status.

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 Answer 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.

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

JULY 2008



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) 654-5896

CRS: (800) 735-2929

or write:

1120 N Street, MS 37

Sacramento, CA 95814

District 1
Equal Employment Opportunity (EEO) Office
1656 Union Street
Eureka, CA 95501
(707) 441-5814

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
111 Grand Avenue
Oakland, CA 94612
(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
San Bernardino, CA 92401
(909) 383-4229

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
San Diego, CA 92110
(619) 688-4249

District 12
EEO Office
1750 East 4th Street, Suite 100
Santa Ana, CA 92705
(657) 328-6596

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

**This publication
will be made
available in
alternative formats:**

Braille
Large print
Computer disc
Audio version or
in a different language
upon request by calling
the Caltrans Office of
Business & Economic
Opportunity
(916) 324-8379
711 (TTY)



April 2019

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.

APPRAISAL EXHIBIT

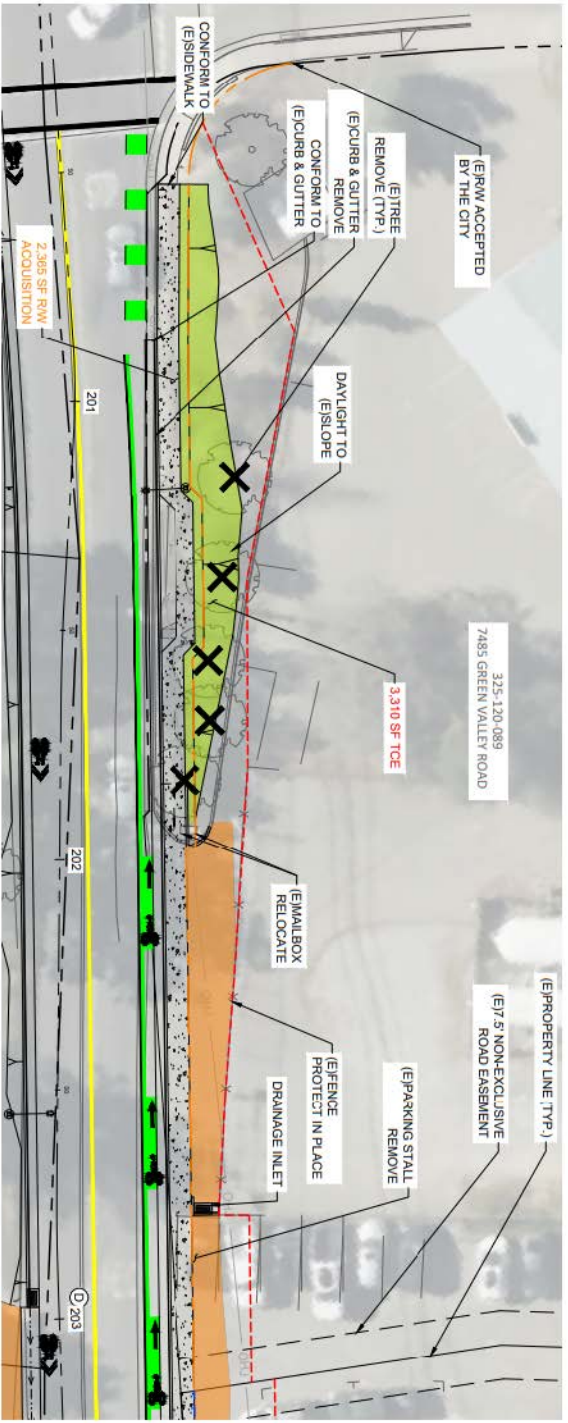


PLACERVILLE DRIVE BICYCLE & PEDESTRIAN FACILITIES, CIP #41816
PROPERTY OWNER EXHIBIT

325-120-089
 7485 GREEN VALLEY ROAD
 GARDENA, CA 90247
 APN: 125-120-080
 SEPTEMBER 23, 2024



SCALE IN FEET



NOTES:

DESIGN IS PRELIMINARY AND IMPROVEMENTS ARE SUBJECT TO CHANGE:
 (E) = EXISTING
 (TYP) = TYPICAL
 RW = RIGHT OF WAY
 TCE = TEMPORARY CONSTRUCTION EASEMENT

LEGEND:

SYMBOL		SYMBOL	
PROPOSED IMPROVEMENT		PROPOSED IMPROVEMENT	
	DRIVEWAY ASPHALT CONFORM		DRIVEWAY DEPRESSION
	SIDEWALK ASPHALT CONFORM		SLOPE
	LANE STRIPING		
	SIDEWALK		
	GREEN BIKEWAY STRIPE		

GRANT DEED

Order No. 204-15668

WHEN RECORDED MAIL TO:

Amerigas Propane, L.P.
460 North Gulph Rd.
King of Prussia, PA 19406
Attn: Lynn S. Quinn



El Dorado, County Recorder
William E. Schultz Co Recorder Office
DOC- 2001-0002194-00

Acct 6-PLACER TITLE CO

Friday, JAN 12, 2001 14:13:40

Ttl Pd \$16.00

Nbr-0000102841

CLC/C2/1-4

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX: RTT11932

Same as above

2001
FILED

___ computed on the consideration or value of
property OR
___ computed on the consideration or value less
liens or encumbrances remaining at sale

AS SO DECLARED BY THE UNDERSIGNED_

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**All Star Gas Inc. of California, a California corporation, successor in interest to
Empiregas, Inc. of Placerville**

hereby GRANTS to

Amerigas Propane, L.P., a Delaware limited partnership

the real property, together with all improvements thereon and easements and appurtenances
thereto, in the City of Placerville, County of El Dorado, State of CALIFORNIA, described
as follows:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A
PART HEREOF.

Dated: EFFECTIVE DATE:

JANUARY 12, 2001

**ALL STAR GAS INC. OF CALIFORNIA,
a California corporation**

BY: 

Name: Valeria Schall

Its: Vice President

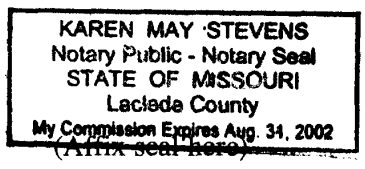
STATE OF Missouri)
)
County of Laclede) ss.

On May 3, 2000, before me, the undersigned Notary Public, personally appeared Valeria Schall

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Karen May Stevens
Signature of Notary



01/12/2001,20010002194

EXHIBIT "A"

County: El Dorado

City: Placerville

All that portion of the Northeast 1/4 of Section 14, Township 10 North, Range 10 East, M.D.B.&M., according to a survey made November 1961, by Butler and Sanders, Licensed Land Surveyors, more particularly described as follows:

BEGINNING on the Northwesterly boundary of Green Valley Road at a point from which the Northeast corner of said Section 14 bears North 53° 46' East 1416.87 feet; said point also being the most Southerly corner of land described in Deed to Roy E. Clint, et ux, recorded February 15, 1951 in Book 293 of Official Records of El Dorado County, at page 5; thence along the Northwesterly boundary of said Green Valley Road, South 30° 26' 30" West 285.18 feet to the Northeasterly line of land described in Deed to George A. Gibson, et ux, recorded February 20, 1952 in Book 305 of Official Records of El Dorado County, at page 317, said line also being the centerline of a roadway; thence leaving Green Valley Road along Gibson Northeasterly line and the centerline of said roadway the following 4 courses and distances: North 82° 35' 35" West 30.74 feet (record: North 82° 48' West); North 61° 43' 15" West 137.11 feet (record: North 61° 56' West 137.00 feet); North 54° 03' 40" West 204.67 feet (record: North 54° 16' West 204.47 feet) and North 67° 15' 20" West 142.44 feet (record: North 67° 28' West 142.36 feet) to the most Southerly corner of land described in Deed to Mildred B. Hansen, recorded February 15, 1952 in Book 305 of Official Records of El Dorado County, at page 267; thence leaving said roadway along Hansen line the following 2 courses and distances: North 40° 13' 20" East 50.00 feet (record: North 40° 00' 30" East 50.00 feet) and North 48° 17' 50" West 317.14 feet (record: North 48° 38' 33" West 317.19 feet) to the most Easterly corner of land described in Deed to Reno E. Zandonella, et ux, recorded March 21, 1957 in Book 402 of Official Records of El Dorado County at page 33; said point also being the most Southerly corner of land described in Deed to Willie B. Drain, et ux, recorded November 21, 1957 in Book 420 of Official Records of El Dorado County, at page 97; thence along Drain Southeasterly line North 64° 55' 30" East 216.64 feet to the most Easterly corner of said Drain land, a 3/4 inch capped iron pipe in the Southwesterly line of a roadway; thence continuing North 64° 55' 30" East 20.90 feet to a point in the centerline of said roadway; the Southwesterly line of land described in Deed to John E. Denman, et ux, recorded September 18, 1957 in Book 415 of Official Records, at page 137; thence along the centerline of said roadway, said centerline also being Denman Southwesterly line and said Clint Southwesterly line, the following 6 courses and distances: South 45° 43' 30" East 2.59 feet; South 75° 00' East 110.40 feet; South 68° 02' 30" East 68.97 feet; South 51° 38' 30" East 180.85 feet (record: South 51° 38' 30" East 178.85 feet); South 53° 50' 30" East (record: South 54° 16' East) 252.75 feet and South 64° 24' 30" East (record: South 64° 50' East) 70.70 feet to the point of beginning.

EXCEPTING THEREFROM that portion thereof lying Northwesterly of a line parallel with and distant Northwesterly 300.00 feet measured at right angles from the Northwesterly line of said Green Valley Road.

ALSO EXCEPTING THEREFROM all that certain real property situate in the County of El Dorado, State of California, being portions of Northeast one-quarter of Section 14, Township 10 North, Range 10 East, M.D.M., and that particular parcel described in Book 1053, at page 23 Official Records, said county and state, described as follows:

002194

Order No: 204-15668

BEGINNING on the Easterly boundary of said parcel from which the Southeast corner thereof bears South 31° 26' 14" West 7.16 feet; thence from said point of beginning North 81° 24' 21" West 33.02 feet; thence North 60° 32' 21" West 134.49 feet; thence North 52° 52' 21" West 133.57 feet to the Westerly boundary of said parcel; thence along said boundary North 31° 26' 14" East 12.29 feet, to the beginning of a non-tangent curve to the right having a radius of 406 feet; thence leaving said boundary, along said curve an arc distance of 40.42 feet, said curve being subtended by a chord which bears South 55° 34' 14" East 40.40 feet; thence South 52° 43' 07" East 141.59 feet to the beginning of a curve to the left having a radius of 354 feet; thence along said curve an arc distance of 41.53 feet, said curve being subtended by a chord which bears South 56° 04' 46" East 41.51 feet; thence South 59° 26' 25" East 37.31 feet to the beginning of curve to the left having a radius of 24 feet; thence along said curve an arc distance of 36.69 feet said curve being subtended by a chord which bears North 77° 57' 15" East 32.49 feet; thence North 80° 20' 54" East 6.01 feet; thence North 35° 20' 54" East 98.00 feet; thence North 34° 06' 42" East 36.40 feet; thence North 79° 06' 44" East 1.74 feet to the Easterly boundary of said parcel; thence along said boundary South 31° 26' 14" West 151.94 feet to the point of beginning.

Assessors Parcel No.: 325-120-14-100

01/12/2001, 20010002194

QUALIFICATIONS OF APPRAISER



LAWRENCE CLARK

Certified General Appraiser

Lawrence Clark has provided research and valuation support to the appraisal department as a research analyst since 2020 and became licensed in 2023. Lawrence has experience with several property and project types including industrial, office, retail, single-family, multi-family, agricultural, transitional, and various types of land. Lawrence also has right of way experience involving both partial and full acquisitions, complex damage/benefit analysis, transportation and utility projects. Over the course of his career, he has worked on many income-producing properties specifically including quick service and casual dining restaurants.

Lawrence received his bachelor's degree in Business Administration: Finance, from California State University at Sacramento. He continues his education with courses from the Appraisal Institute and the International Right of Way Association in pursuit of a professional designation.



EXPERIENCE

4 Years (with BRI since 2020)



EDUCATION

B.S. Business Finance, California State University Sacramento



LICENSES

Certified General Appraiser License
CA, 3011366
CA Real Estate Salesperson, License
#02213598



DESIGNATIONS

Pursuing professional Designation

REPRESENTATIVE VALUATIONS INCLUDE

Industrial – Existing and proposed industrial properties including distribution warehouses, storage warehouses, light industrial/manufacturing and research and development properties.

Office – Existing and proposed office developments for lending institutions and owners.

Retail – Proposed and existing shopping centers, free standing buildings, mixed-use buildings, and restaurants.

Multi-Family Residential – Existing and proposed apartment complexes.

Medical – Existing and proposed medical clinics and dental offices.

Agricultural – Vineyards, wineries, orchards, field/row crop land, and rural residential properties.

Special Use Properties – Special use properties include churches and self-storage facilities.

Land – Various types of land appraised such as commercial land, retail pad sites, residential land, transitional land, and agricultural/rural residential land.

Eminent Domain – Improved and unimproved properties involving full and partial takings for municipalities, quasi-public companies, developers, and property owners.

Conservation Easements – Proposed land rights acquisitions for agricultural and habitat preservation purposes.

Quick Service Restaurants – Existing and proposed quick service and casual dining restaurant properties.

Litigation – Fee simple, leased fee, and leasehold interest in ground leases.



DAVID WRAA, MAI, ARA, AI-GRS

Senior Vice President

David B. Wraa, MAI, ARA, AI-GRS has been involved in real estate appraising and consulting since 1989. His professional experience in real estate appraisal encompasses an extensive range of property types. He is a member of the Appraisal Institute with the MAI and AI-GRS designations, a member of the American Society of Farm Managers and Rural Appraisers with the designation of ARA, and a Certified General Real Estate Appraiser in the State of California. Dave is a guest lecturer each year in the University of California Davis (UC Davis) appraisal class and presents annually at the Public Real Estate Transactions course. Dave is also a former President of the Sacramento-Sierra Chapter of the Appraisal Institute, as well as the past Education Chair and Secretary Treasurer for the chapter. Prior to his career in real estate, Dave attended UC Davis, majoring in Agricultural Science and Management (Bachelor of Science degree). Upon graduation, he immediately entered the appraisal field with a specialty in wineries and vineyards.



EXPERIENCE

34 Years (with BRI since 2003)



EDUCATION

B.S. Agricultural Science and Management, University of California, Davis



LICENSES

Certified General Appraiser License
CA, AG023713



AFFILIATIONS

Sacramento-Sierra Chapter of Appraisal Institute, Past President
Accredited Rural Appraiser (ARA)
American Society of Farm Managers and Rural Appraisers (ASFMRA)
MAI & AI-GRS Member,
Appraisal Institute



DESIGNATIONS

MAI & AI-GRS, Appraisal Institute
ARA, ASFMRA

REPRESENTATIVE VALUATIONS INCLUDE

Industrial – Existing and proposed industrial properties including distribution warehouses, storage warehouses, light industrial/manufacturing and research and development properties.

Office – Existing and proposed office developments for lending institutions and owners.

Retail – Proposed and existing shopping centers, free standing buildings, mixed-use buildings, and restaurants.

Multi-Family Residential – Existing and proposed apartment complexes.

Medical – Existing and proposed medical clinics and dental offices.

Residential – Proposed and existing residential subdivisions throughout the Central Valley.

Agricultural – Vineyards, wineries, orchards, field/row crop land, and rural residential properties.

Special Use Properties – Special use properties include churches and self-storage facilities.

Land – Various types of land appraised such as commercial land, retail pad sites, residential land, transitional land, and agricultural/rural residential land.

Eminent Domain – Improved and unimproved properties involving full and partial takings for municipalities, quasi-public companies, developers, and property owners.

Litigation – Valuations performed on various property types for eminent domain, arbitration, and divorce cases.

Conservation Easements – proposed land rights acquisitions for agricultural and habitat preservation purposes.

Placerville Drive Bicycle and Pedestrian Facilities Project

Amerigas Propane, L.P., a Delaware limited partnership

APN: 325-120-089

SIGNING INSTRUCTIONS FOR OWNER

If you find the offer acceptable, **please sign and return** the following documents:

- 1) Purchase Agreement, 2 originals
- 2) Grant Deed; 2 originals
- 3) Temporary Construction Easement Deed, 2 originals

Pages that require signatures are marked with “Sign Here” tags.

Please note that all signatures on the Deeds must be acknowledged by a notary public. Bender Rosenthal, Inc., will provide a notary at your request who will meet with you at your convenience.

Please return the signed documents to me at Bender Rosenthal, Inc., 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, in the enclosed self-addressed envelope.



Lucas Smith
Right of Way Agent
Telephone: (916) 978-4900

Assessor Parcel #	Owner	Site Address	Project
325-120-089	Amerigas Propane, L.P., a Delaware limited partnership	7485 Green Valley Road, Placerville, CA	Placerville Drive Bicycle and Pedestrian Facilities

PURCHASE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of _____, (“Effective Date”) by Amerigas Propane, L.P., a Delaware limited partnership (“Grantor”) and the City of Placerville, a municipal corporation (Grantee”).

The Grantor is the owner of that certain real property situated in the County of El Dorado, State of California and also known as Assessor Parcel Number 325-120-089; and

The City desires to acquire a Grant Deed which is more particularly described and depicted in Exhibits “A”; and a Temporary Construction Easement “(TCE)” which is more particularly described and depicted in Exhibits “B”, upon, over, under and across that portion of the Property which is more particularly described and depicted in Exhibits, respectively, attached hereto and made a part hereof.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the Grantee, of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in the attached Grant Deed described in Exhibits “C”; and a Temporary Construction Easement Deed described in Exhibits “D”, for construction of improvements for the Placerville Drive Bicycle Pedestrian Facilities Project, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantors are compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. Grantee shall:
 - (A) Pay the undersigned Grantor the sum of \$21,400 (TWENTY-ONE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS) for the property or interest conveyed by the above documents when title to said property vests in the City of Placerville, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except.
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the City of Placerville, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through Fidelity National Title, 8525 Madison Avenue, Fair Oaks, California 95628.
 - (C) At no expense to Grantor and at the time of construction, Grantee shall conform the Grantor's driveway and allow continual access to Grantor's property during construction; relocate the small mailbox on Green Valley Road frontage; protect in place the perimeter chain-link fencing; construct a new drainage inlet within the TCE area and this inlet will be on Grantor's remainder and is to be maintained by Grantor and confirm the new sidewalk and frontage improvements along Green Valley Road with the existing street improvements.
3. It is understood and agreed by and between the parties hereto that includes in the amount payable under Clause 2(A) above is payment in full compensation Grantor for the following improvements: 520 SF of asphalt paving.
4. Permission is hereby granted to Grantee or its authorized agent to enter on Grantor land, where necessary, to complete work as described in Clause 2(C) of this contract. Grantor understand and agree that after completion of the work as described in this contract said facilities will be considered as Grantor's sole property and Grantor will be responsible for any maintenance and repair.
5. In consideration of Grantee waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the City of Placerville harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor obligation herein to indemnify the Grantee shall not exceed the amount paid to the Grantor under this contract.
6. A Temporary Construction Easement is needed to facilitate construction activities and provide a working area for the Placerville Drive Bicycle and Pedestrian Facilities Project. Said easement shall be for a period of forty-two (42) months beginning July 1, 2025, and

terminate on December 31, 2028, to improve safety and construct roadway improvements within the City and along Placerville Drive and Green Valley Road. Permission is hereby granted to the Grantee or its authorized agent to enter upon Grantors land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described above.

It is further agreed and understood between Grantors and Grantee that Grantee or Grantee's contractor shall be authorized to enter Grantors remainder property for the purpose of removing and/or replacing any driveway improvements requiring replacement if applicable. Said improvements will be replaced in "Like Kind" by Grantee's contractor at no expense to Grantors following construction of the project.

7. Permission is hereby granted the Grantee or its authorized agent to enter upon Grantor land where necessary within the certain area shown outlined on the map marked Exhibit "B" attached hereto and made a part hereof, for the purpose of Grantee shall conform the Grantor's driveway and allow continual access to Grantor's property during construction; relocate the small mailbox on Green Valley Road frontage; protect in place the perimeter chain-link fencing; construct a new drainage inlet within the TCE area and this inlet will be on Grantor's remainder and is to be maintained by Grantor and confirm the new sidewalk and frontage improvements along Green Valley Road wit the existing street improvements.
8. The undersigned Grantor warrants that they are owners in fee simple of the property affected by this Fee Interest and Temporary Easement as described above and that they have the exclusive right to grant the Grant Deed and Temporary Construction Easement Deed.
9. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agree to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantors for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
10. Grantee agrees to indemnify and hold harmless the undersigned Grantors from any liability arising out of the Grantee's operations under this Agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this Agreement and the Grantee will, at its option, either repair or pay for such damage.
11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements, shall commence upon acceptance of this Agreement. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the Grantee, shall be left in as good as condition as found.

13. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees

Signature Page to Follow

In Witness Whereof, the Parties vested have executed this Agreement on _____ as follows:

Grantor: Amerigas Propane, L.P., a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Grantee: City of Placerville, a municipal corporation

By: _____

M. Cleve Morris
City Manager

_____ Date

EXHIBIT "A"

1/6/2025
7485 GVR-RWAQ.docx
2332.004

Exhibit A Road Right of Way Acquisition Portion of A.P.N. 325-120-089

All that certain real property being situate in the Northeast One-Quarter (1/4) of Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, and being a portion of the parcel of land described in the grant deed to Amerigas Propane, LP, filed for record on January 12, 2001 as Document No. 2001-0002194 of the Official Records of El Dorado County and being more particularly described as follows:

Beginning at a 5/8" Rebar with a cap stamped RCE 22180 marking the most northeasterly corner of said parcel, as shown on that certain Record of Survey filed in Book 4 at Page 117 of said Official Records;

Thence from said **Point of Beginning**, along the southeasterly line of said parcel, also being the existing northerly right of Way of Green Valley Road, South 29°16'17" West a distance of 126.10 feet to the most northerly point on the Right of Way dedication filed as Doc No. 2001-0002195;

Thence proceeding along the northerly line of said Right of Way the following five (6) courses, distances and arcs:

1. South 76°56'47" West, 1.74 feet;
2. South 31°56'45" West, 36.41 feet;
3. South 33°10'57" West, 98.01 feet;
4. South 78°10'57" West, 6.01 feet to a point of curvature;
5. From a radial line which bears South 56°49'00" East, westerly 35.70 feet along the arc of a 24.00 foot radius curve to the right, through a central angle of 85°12'38";
6. North 61°36'22"W, 6.09 feet to a Point of Cusp situate on the northeasterly Right of Way of Mallard Lane;

Thence leaving said Right of Way, from a radial line which bears South 28°23'38" West, easterly 37.09 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 85°00'01";

Thence North 33°23'37" East a distance of 35.73 feet;

Thence North 32°14'02" East a distance of 31.97 feet;

Thence North 12°45'58" West a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 32.50 feet;

Thence North 77°14'02" East a distance of 3.54 feet;

Page 1 of 2

Thence North 32°14'02" East a distance of 41.09 feet;

Thence South 57°45'58" East a distance of 2.00 feet;

Thence North 32°14'02" East a distance of 118.61 feet to a point situate on the northeasterly line of said parcel;

Thence along said parcel line, South 65°34'43" East a distance of 2.92 feet to the Point of Beginning.

Said Right of Way parcel contains 2,364 square feet of land, more or less.

See Exhibit B, Plat to Accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD 83, Zone II.

Carl C. de Baca

Carl R. C. de Baca
License Expiration Date: 12-31-26

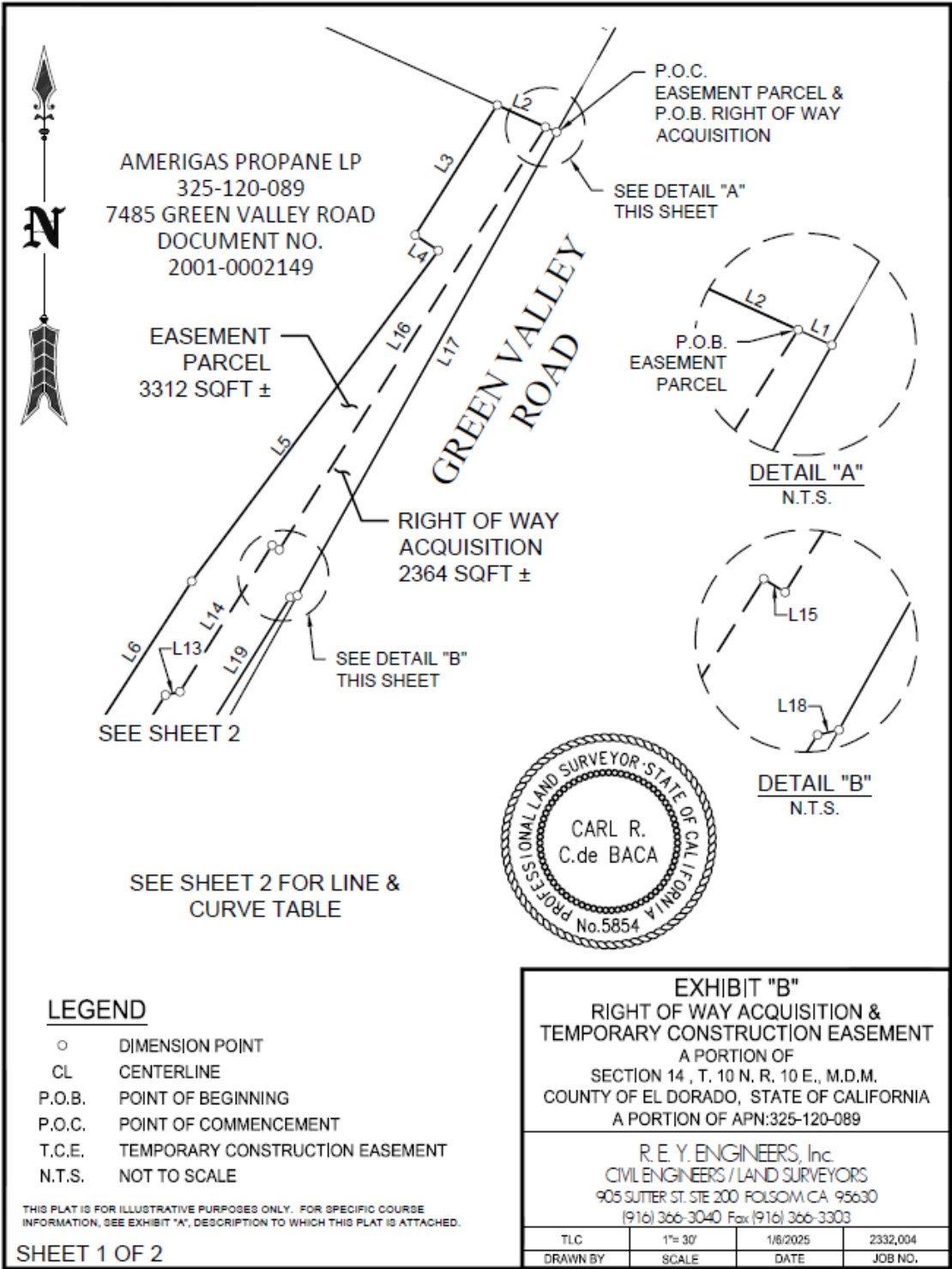


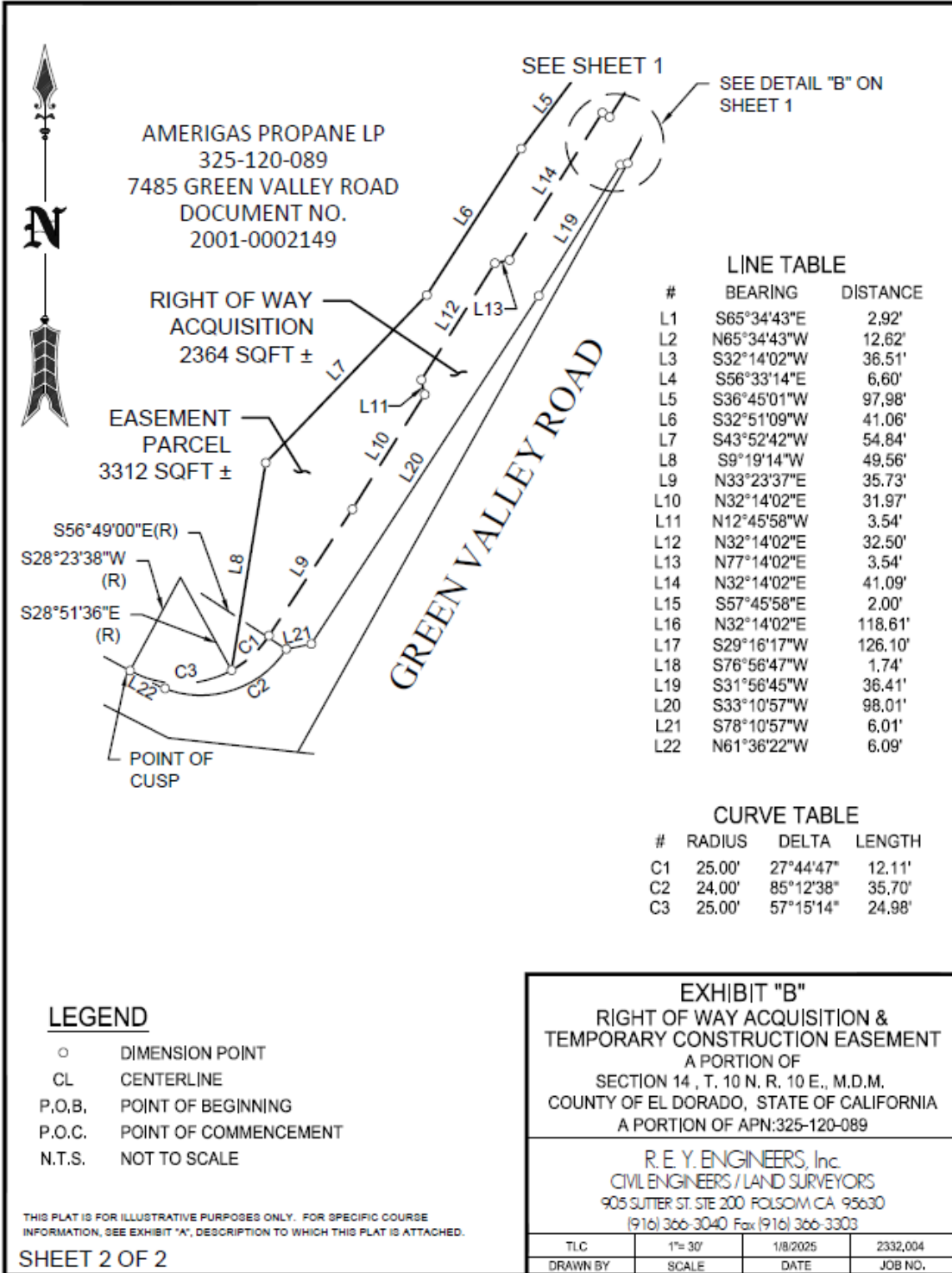
Date: 1/9/25

Description prepared by:

R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630





CLOSURES

GREEN VALLEY ROAD
RIGHT OF WAY ACQUISITION

EL DORADO COUNTY



BY: Carl C. de Baca

DATE: 1/9/25



R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERS | LAND SURVEYORS | LIDAR
905 Sutter Street, Suite 200, Folsom, CA 95630
(916) 366 3040 T (916) 366 3303 F

Parcel Map Check Report

Parcel Name: Site 2 - 7485 GVR-RWAQ

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,028,511.6888'

East: 6,892,774.7735'

Segment# 1: Curve

Length: 24.982'

Radius: 25.000'

Delta: 57.2539 (d)

Tangent: 13.646'

Chord: 23.955'

Course: N89° 46' 01.20"E

Course In: N28° 23' 38.13"E

Course Out: S28° 51' 35.73"E

RP North: 2,028,533.6813'

East: 6,892,786.6618'

End North: 2,028,511.7862'

East: 6,892,798.7285'

Segment# 2: Curve

Length: 12.107'

Radius: 25.000'

Delta: 27.7464 (d)

Tangent: 6.174'

Chord: 11.989'

Course: N47° 16' 00.69"E

Course In: N28° 51' 35.73"W

Course Out: S56° 36' 22.90"E

RP North: 2,028,533.6813'

East: 6,892,786.6618'

End North: 2,028,519.9216'

East: 6,892,807.5345'

Segment# 3: Line

Course: N33° 23' 37.10"E

Length: 35.727'

North: 2,028,549.7504'

East: 6,892,827.1982'

Segment# 4: Line

Course: N32° 14' 01.63"E

Length: 31.965'

North: 2,028,576.7889'

East: 6,892,844.2475'

Segment# 5: Line

Course: N12° 45' 58.37"W

Length: 3.536'

North: 2,028,580.2375'

East: 6,892,843.4662'

Segment# 6: Line

Course: N32° 14' 01.63"E Length: 32.500'
North: 2,028,607.7285' East: 6,892,860.8009'

Segment# 7: Line
Course: N77° 14' 01.63"E Length: 3.536'
North: 2,028,608.5099' East: 6,892,864.2495'

Segment# 8: Line
Course: N32° 14' 01.63"E Length: 41.086'
North: 2,028,643.2637' East: 6,892,886.1637'

Segment# 9: Line
Course: S57° 45' 58.37"E Length: 2.000'
North: 2,028,642.1969' East: 6,892,887.8555'

Segment# 10: Line
Course: N32° 14' 01.63"E Length: 118.610'
North: 2,028,742.5266' East: 6,892,951.1191'

Segment# 11: Line
Course: S65° 34' 42.87"E Length: 2.923'
North: 2,028,741.3181' East: 6,892,953.7806'

Segment# 12: Line
Course: S29° 16' 17.13"W Length: 126.103'
North: 2,028,631.3168' East: 6,892,892.1228'

Segment# 13: Line
Course: S76° 56' 47.13"W Length: 1.745'
North: 2,028,630.9227' East: 6,892,890.4229'

Segment# 14: Line
Course: S31° 56' 45.13"W Length: 36.405'
North: 2,028,600.0312' East: 6,892,871.1604'

Segment# 15: Line
Course: S33° 10' 57.13"W Length: 98.014'
North: 2,028,518.0003' East: 6,892,817.5165'

Segment# 16: Line
Course: S78° 10' 57.13"W
North: 2,028,516.7699'

Length: 6.008'
East: 6,892,811.6359'

Segment# 17: Curve
Length: 35.697'
Delta: 85.2106 (d)
Chord: 32.498'
Course In: N56° 49' 00.10"W
RP North: 2,028,529.9072'
End North: 2,028,508.7918'

Radius: 24.003'
Tangent: 22.076'
Course: S75° 47' 19.01"W
Course Out: S28° 23' 38.13"W
East: 6,892,791.5472'
East: 6,892,780.1330'

Segment# 18: Line
Course: N61° 36' 21.87"W
North: 2,028,511.6887'

Length: 6.092'
East: 6,892,774.7739'

Perimeter: 619.038'
Error Closure: 0.0004
Error North : -0.00009

Area: 2,364.02Sq.Ft.
Course: S76° 48' 38.90"E
East: 0.00040

Precision 1: 1,547,590.000

EXHIBIT "B"

1-6-2025
7485 GVR-TCE
2332.004

Exhibit A Temporary Construction Easement Portion of A.P.N. 325-120-089

All that certain real property being situate in the Northeast One-Quarter (1/4) of Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, and being a portion of the parcel of land described in the grant deed to Amerigas Propane, LP, filed for record on January 12, 2001 as Document No. 2001-0002194 of the Official Records of El Dorado County and being more particularly described as follows:

Commencing at a 5/8" Rebar with a cap stamped RCE 22180 marking the most northeasterly corner of said parcel, as shown on that certain Record of Survey filed in Book 4 at Page 117 of said Official Records;

Thence from said Point of Commencement, along the northeasterly line of said parcel, North 65°34'43" West a distance of 2.92 feet to the True Point of Beginning;

Thence from said **Point of Beginning**, continuing along the northeasterly line, North 65°34'43" West a distance of 12.62 feet;

Thence leaving said parcel line, South 32°14'02" West a distance of 36.51 feet;

Thence South 56°33'14" East a distance of 6.60 feet;

Thence South 36°45'01" West a distance of 97.98 feet;

Thence South 32°51'09" West a distance of 41.06 feet;

Thence South 43°52'42" West a distance of 54.84 feet;

Thence South 09°19'14" West a distance of 49.56 feet to a point situate on the arc of a non-tangent curve;

Thence from a radial line which bears South 28°51'36" East, northeasterly 12.11 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 27°44'47":

Thence North 33°23'37" East a distance of 35.73 feet;

Thence North 32°14'02" East a distance of 31.97 feet;

Thence North 12°45'58" West a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 32.50 feet;

Thence North 77°14'02" East a distance of 3.54 feet;

Page 1 of 2

Thence North 32°14'02" East a distance of 41.09 feet;

Thence South 57°45'58" East a distance of 2.00 feet;

Thence North 32°14'02" East a distance of 118.61 feet to a point situate on the northeasterly line of said parcel and to the Point of Beginning.

Said Temporary Easement contains 3,312 square feet of land, more or less.

See Exhibit B, Plat to Accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD 83, Zone II.

Carl R. C. de Baca

Carl R. C. de Baca
License Expiration Date: 12-31-26

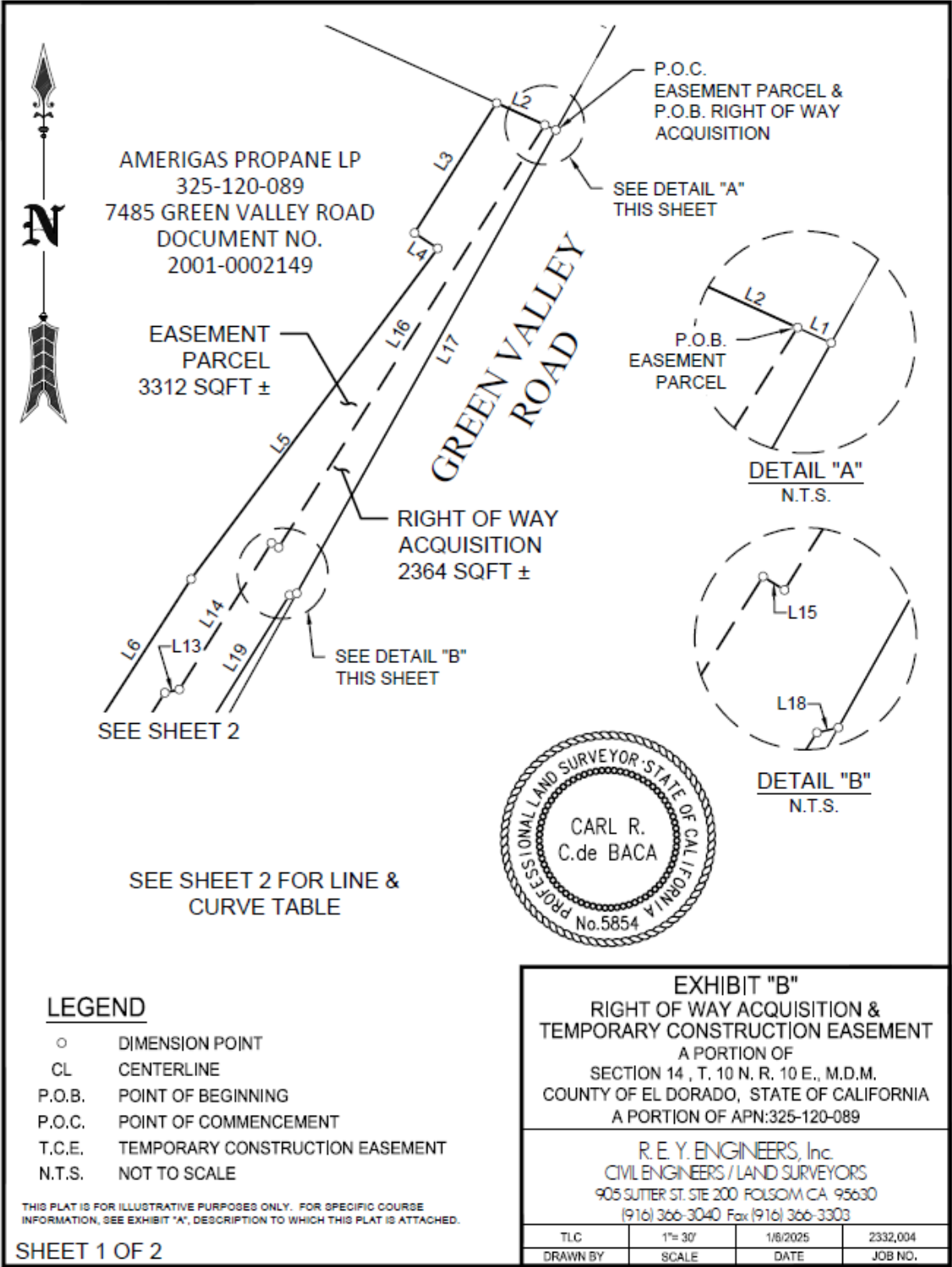
Date: 1/8/2025



Description prepared by:

R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630





AMERIGAS PROPANE LP
325-120-089
7485 GREEN VALLEY ROAD
DOCUMENT NO.
2001-0002149

RIGHT OF WAY
ACQUISITION
2364 SQFT ±

EASEMENT
PARCEL
3312 SQFT ±

S56°49'00"E(R)
S28°23'38"W
(R)
S28°51'36"E
(R)

POINT OF
CUSP

GREEN VALLEY ROAD

SEE SHEET 1

SEE DETAIL "B" ON
SHEET 1

LINE TABLE

#	BEARING	DISTANCE
L1	S65°34'43"E	2.92'
L2	N65°34'43"W	12.62'
L3	S32°14'02"W	36.51'
L4	S56°33'14"E	6.60'
L5	S36°45'01"W	97.98'
L6	S32°51'09"W	41.06'
L7	S43°52'42"W	54.84'
L8	S9°19'14"W	49.56'
L9	N33°23'37"E	35.73'
L10	N32°14'02"E	31.97'
L11	N12°45'58"W	3.54'
L12	N32°14'02"E	32.50'
L13	N77°14'02"E	3.54'
L14	N32°14'02"E	41.09'
L15	S57°45'58"E	2.00'
L16	N32°14'02"E	118.61'
L17	S29°16'17"W	126.10'
L18	S76°56'47"W	1.74'
L19	S31°56'45"W	36.41'
L20	S33°10'57"W	98.01'
L21	S78°10'57"W	6.01'
L22	N61°36'22"W	6.09'

CURVE TABLE

#	RADIUS	DELTA	LENGTH
C1	25.00'	27°44'47"	12.11'
C2	24.00'	85°12'38"	35.70'
C3	25.00'	57°15'14"	24.98'

LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE
INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

SHEET 2 OF 2

EXHIBIT "B"
RIGHT OF WAY ACQUISITION &
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF
SECTION 14, T. 10 N. R. 10 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
CIVIL ENGINEERS / LAND SURVEYORS
905 SUTTER ST. STE 200 FOLSOM CA 95630
(916) 366-3040 Fax (916) 366-3303

TLC	1"= 30'	1/8/2025	2332,004
DRAWN BY	SCALE	DATE	JOB NO.

CLOSURES

GREEN VALLEY ROAD
TEMPORARY CONSTRUCTION EASEMENT

EL DORADO COUNTY



BY: Carl C. de Baca

DATE: 1/8/2025



R.E.Y. ENGINEERS, INC.

CIVIL ENGINEERS | LAND SURVEYORS | LIDAR
905 Sutter Street, Suite 200, Folsom, CA 95630
(916) 366 3040 T (916) 366 3303 F

Parcel Map Check Report

Parcel Name: Site 1 - 7485 GVR-TCE

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,028,742.53' East: 6,892,951.12'

Segment# 1: Line

Course: S32° 14' 02"W Length: 118.61'
North: 2,028,642.20' East: 6,892,887.86'

Segment# 2: Line

Course: N57° 45' 58"W Length: 2.00'
North: 2,028,643.26' East: 6,892,886.16'

Segment# 3: Line

Course: S32° 14' 02"W Length: 41.09'
North: 2,028,608.51' East: 6,892,864.25'

Segment# 4: Line

Course: S77° 14' 02"W Length: 3.54'
North: 2,028,607.73' East: 6,892,860.80'

Segment# 5: Line

Course: S32° 14' 02"W Length: 32.50'
North: 2,028,580.23' East: 6,892,843.46'

Segment# 6: Line

Course: S12° 45' 58"E Length: 3.54'
North: 2,028,576.78' East: 6,892,844.24'

Segment# 7: Line

Course: S32° 14' 02"W Length: 31.97'
North: 2,028,549.74' East: 6,892,827.19'

Segment# 8: Line

Course: S33° 23' 37"W Length: 35.73'
North: 2,028,519.91' East: 6,892,807.53'

Segment# 9: Curve
Length: 12.11' Radius: 25.00'
Delta: 27° 44' 47" Tangent: 6.17'
Chord: 11.99' Course: S47° 16' 01"W
Course In: N56° 36' 23"W Course Out: S28° 51' 36"E
RP North: 2,028,533.67' East: 6,892,786.65'
End North: 2,028,511.77' East: 6,892,798.72'

Segment# 10: Line
Course: N9° 19' 14"E Length: 49.56'
North: 2,028,560.68' East: 6,892,806.75'

Segment# 11: Line
Course: N43° 52' 42"E Length: 54.84'
North: 2,028,600.21' East: 6,892,844.76'

Segment# 12: Line
Course: N32° 51' 09"E Length: 41.06'
North: 2,028,634.70' East: 6,892,867.03'

Segment# 13: Line
Course: N36° 45' 01"E Length: 97.98'
North: 2,028,713.21' East: 6,892,925.66'

Segment# 14: Line
Course: N56° 33' 14"W Length: 6.60'
North: 2,028,716.84' East: 6,892,920.15'

Segment# 15: Line
Course: N32° 14' 02"E Length: 36.51'
North: 2,028,747.73' East: 6,892,939.62'

Segment# 16: Line
Course: S65° 34' 43"E Length: 12.62'
North: 2,028,742.51' East: 6,892,951.11'

Perimeter: 580.24'
Error Closure: 0.02
Error North : -0.017

Area: 3,312.49Sq.Ft.
Course: S21° 24' 54"W
East: -0.007

Precision 1: 29,013.00

EXHIBIT "C"

RECORDED FOR THE BENEFIT OF
City of Placerville

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project Name: Placerville Drive Bicycle and Pedestrian Facilities
APN: 325-120-089

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Amerigas Propane, L.P., a Delaware limited partnership ("Grantor"), hereby Grants to the CITY OF PLACERVILLE, a municipal corporation ("Grantee"), all of Grantor's right, to title, and interest in that real property in the County of El Dorado, State of California described as:

SEE EXHIBIT "A" AND "B"

Grantor: Amerigas Propane, L.P., a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Exhibit A
Road Right of Way Acquisition
Portion of A.P.N. 325-120-089

All that certain real property being situate in the Northeast One-Quarter (1/4) of Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, and being a portion of the parcel of land described in the grant deed to Amerigas Propane, LP, filed for record on January 12, 2001 as Document No. 2001-0002194 of the Official Records of El Dorado County and being more particularly described as follows:

Beginning at a 5/8" Rebar with a cap stamped RCE 22180 marking the most northeasterly corner of said parcel, as shown on that certain Record of Survey filed in Book 4 at Page 117 of said Official Records;

Thence from said **Point of Beginning**, along the southeasterly line of said parcel, also being the existing northerly right of Way of Green Valley Road, South 29°16'17" West a distance of 126.10 feet to the most northerly point on the Right of Way dedication filed as Doc No. 2001-0002195;

Thence proceeding along the northerly line of said Right of Way the following five (6) courses, distances and arcs:

1. South 76°56'47" West, 1.74 feet;
2. South 31°56'45" West, 36.41 feet;
3. South 33°10'57" West, 98.01 feet;
4. South 78°10'57" West, 6.01 feet to a point of curvature;
5. From a radial line which bears South 56°49'00" East, westerly 35.70 feet along the arc of a 24.00 foot radius curve to the right, through a central angle of 85°12'38";
6. North 61°36'22"W, 6.09 feet to a Point of Cusp situate on the northeasterly Right of Way of Mallard Lane;

Thence leaving said Right of Way, from a radial line which bears South 28°23'38" West, easterly 37.09 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 85°00'01";

Thence North 33°23'37" East a distance of 35.73 feet;

Thence North 32°14'02" East a distance of 31.97 feet;

Thence North 12°45'58" West a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 32.50 feet;

Thence North 77°14'02" East a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 41.09 feet;

Thence South 57°45'58" East a distance of 2.00 feet;

Thence North 32°14'02" East a distance of 118.61 feet to a point situate on the northeasterly line of said parcel;

Thence along said parcel line, South 65°34'43" East a distance of 2.92 feet to the Point of Beginning.

Said Right of Way parcel contains 2,364 square feet of land, more or less.

See Exhibit B, Plat to Accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD 83, Zone II.

Carl R. C. de Baca

Carl R. C. de Baca
License Expiration Date: 12-31-26



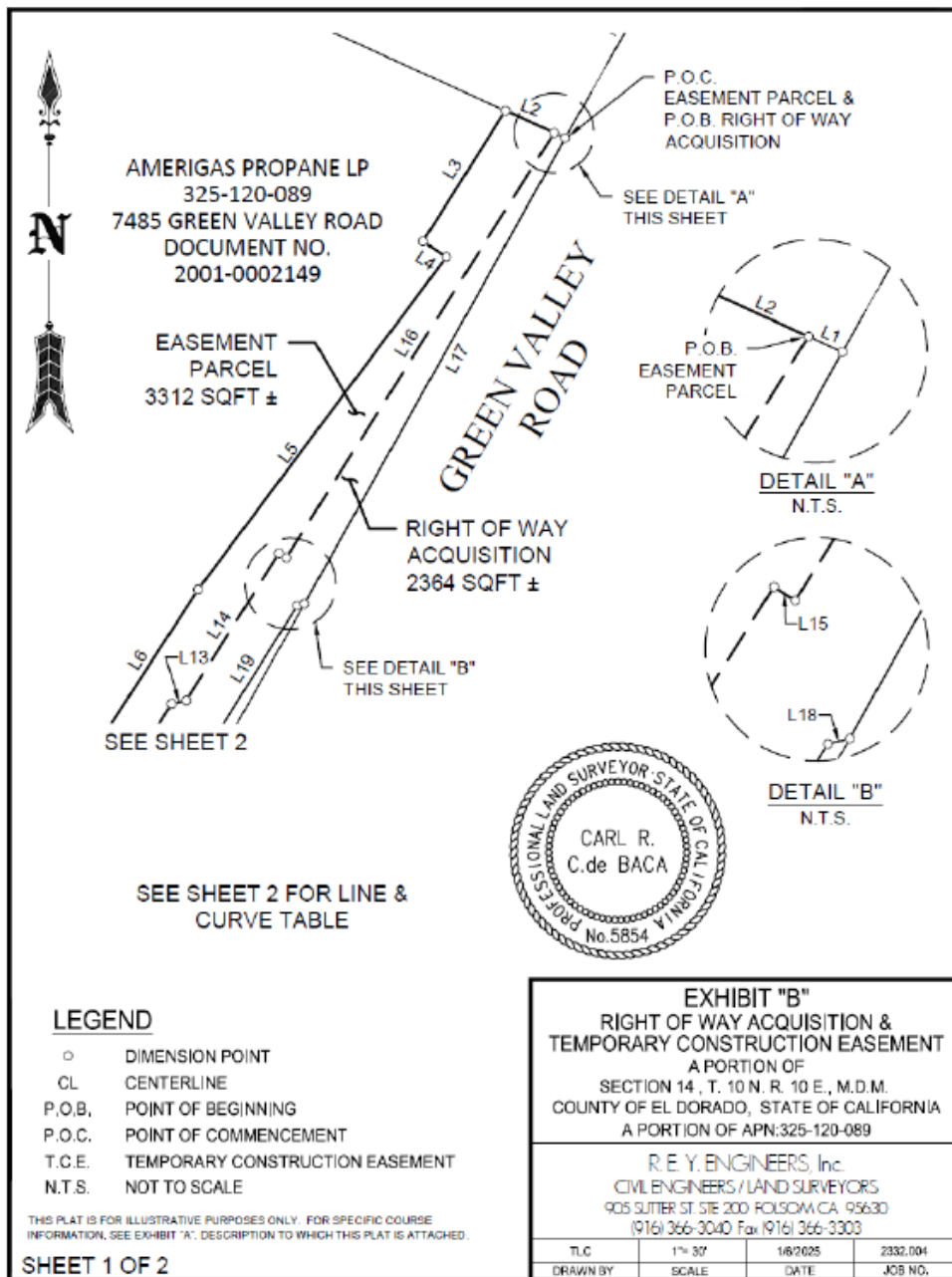
Date: 1/9/25

Description prepared by:

R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630

EXHIBIT "B"





AMERIGAS PROPANE LP
325-120-089
7485 GREEN VALLEY ROAD
DOCUMENT NO.
2001-0002149

RIGHT OF WAY
ACQUISITION
2364 SQFT ±

EASEMENT
PARCEL
3312 SQFT ±

S56°49'00"E(R)
S28°23'38"W
(R)
S28°51'36"E
(R)

POINT OF
CUSP

GREEN VALLEY ROAD

SEE SHEET 1

SEE DETAIL "B" ON
SHEET 1

LINE TABLE

#	BEARING	DISTANCE
L1	S85°34'43"E	2.92'
L2	N65°34'43"W	12.62'
L3	S32°14'02"W	36.51'
L4	S56°33'14"E	6.60'
L5	S36°45'01"W	97.98'
L6	S32°51'09"W	41.06'
L7	S43°52'42"W	54.84'
L8	S9°19'14"W	49.56'
L9	N33°23'37"E	35.73'
L10	N32°14'02"E	31.97'
L11	N12°45'58"W	3.54'
L12	N32°14'02"E	32.50'
L13	N77°14'02"E	3.54'
L14	N32°14'02"E	41.09'
L15	S57°45'58"E	2.00'
L16	N32°14'02"E	118.61'
L17	S29°16'17"W	126.10'
L18	S76°56'47"W	1.74'
L19	S31°56'45"W	36.41'
L20	S33°10'57"W	98.01'
L21	S78°10'57"W	8.01'
L22	N61°36'22"W	6.09'

CURVE TABLE

#	RADIUS	DELTA	LENGTH
C1	25.00'	27°44'47"	12.11'
C2	24.00'	85°12'38"	35.70'
C3	25.00'	57°15'14"	24.98'

LEGEND

- ◊ DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE
INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

SHEET 2 OF 2

EXHIBIT "B"
RIGHT OF WAY ACQUISITION &
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF
SECTION 14, T. 10 N. R. 10 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
CIVIL ENGINEERS / LAND SURVEYORS
905 SUTTER ST. STE 200 FOLSOM, CA 95630
(916) 366-3040 Fax (916) 366-3303

TLC	1"=30'	1/8/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.

Certificate of Acceptance

EXHIBIT "D"

RECORDED FOR THE BENEFIT OF
City of Placerville

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project Name: Placerville Drive Bicycle and Pedestrian Facilities
APN: 325-120-089

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Amerigas Propane, L.P., a Delaware limited partnership ("Grantor"), hereby Grants to the CITY OF PLACERVILLE, a municipal corporation ("Grantee"), a Temporary Construction Easement ("TCE") over, under, upon and across all that real property for access and construction purposes in the real property in the County of El Dorado, State of California described as:

SEE EXHIBIT "A" AND "B"

This TCE shall be for the purpose of construction activities related to the Placerville Drive Bicycle and Pedestrian Facilities Project including, but not limited to use for ingress and egress, sidewalk and road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not in any way unreasonably impair Grantors use, access and ingress/egress of Grantors property.

A Temporary Construction Easement is needed to facilitate construction activities for the Placerville Drive Bicycle and Pedestrian Facilities Project. Said easement shall be for a period of forty-two months beginning July 1, 2025 and ending December 31, 2028. Permission is hereby granted to the City of Placerville or its authorized agent to enter upon Grantors land where necessary within that certain area identified as a temporary construction easement for the purpose described.

Grantor: Amerigas Propane, L.P., a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Exhibit A
Temporary Construction Easement
Portion of A.P.N. 325-120-089

All that certain real property being situate in the Northeast One-Quarter (1/4) of Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, and being a portion of the parcel of land described in the grant deed to Amerigas Propane, LP, filed for record on January 12, 2001 as Document No. 2001-0002194 of the Official Records of El Dorado County and being more particularly described as follows:

Commencing at a 5/8" Rebar with a cap stamped RCE 22180 marking the most northeasterly corner of said parcel, as shown on that certain Record of Survey filed in Book 4 at Page 117 of said Official Records;

Thence from said Point of Commencement, along the northeasterly line of said parcel, North 65°34'43" West a distance of 2.92 feet to the True Point of Beginning;

Thence from said **Point of Beginning**, continuing along the northeasterly line, North 65°34'43" West a distance of 12.62 feet;

Thence leaving said parcel line, South 32°14'02" West a distance of 36.51 feet;

Thence South 56°33'14" East a distance of 6.60 feet;

Thence South 36°45'01" West a distance of 97.98 feet;

Thence South 32°51'09" West a distance of 41.06 feet;

Thence South 43°52'42" West a distance of 54.84 feet;

Thence South 09°19'14" West a distance of 49.56 feet to a point situate on the arc of a non-tangent curve;

Thence from a radial line which bears South 28°51'36" East, northeasterly 12.11 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 27°44'47":

Thence North 33°23'37" East a distance of 35.73 feet;

Thence North 32°14'02" East a distance of 31.97 feet;

Thence North 12°45'58" West a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 32.50 feet;

Thence North 77°14'02" East a distance of 3.54 feet;

1-6-2025
7485 GVR-TCE
2332.004

Thence North 32°14'02" East a distance of 41.09 feet;

Thence South 57°45'58" East a distance of 2.00 feet;

Thence North 32°14'02" East a distance of 118.61 feet to a point situate on the northeasterly line of said parcel and to the Point of Beginning.

Said Temporary Easement contains 3,312 square feet of land, more or less.

See Exhibit B, Plat to Accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD 83, Zone II.

Carl C. de Baca

Carl R. C. de Baca
License Expiration Date: 12-31-26

Date: 1/8/2025



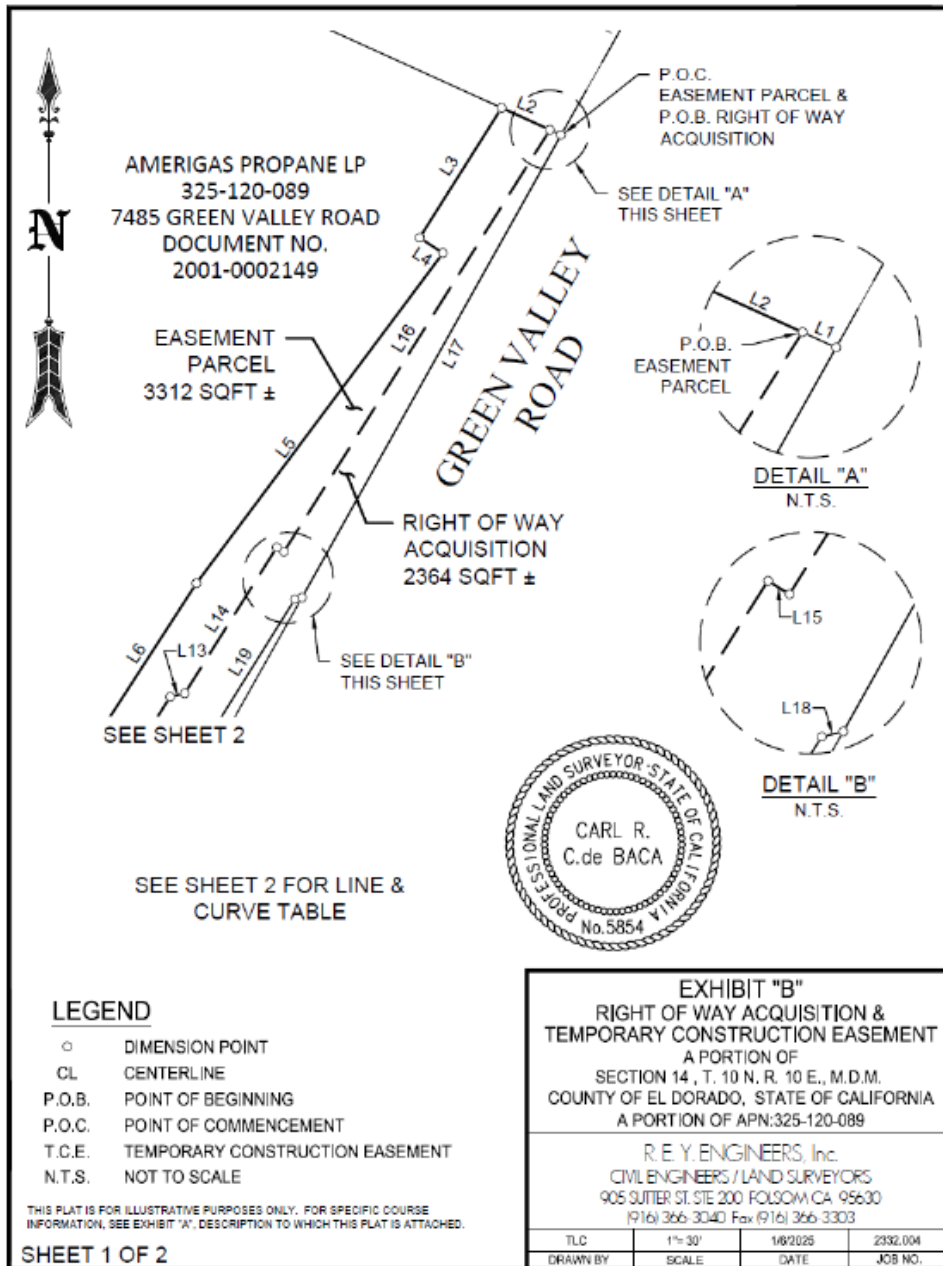
Description prepared by:

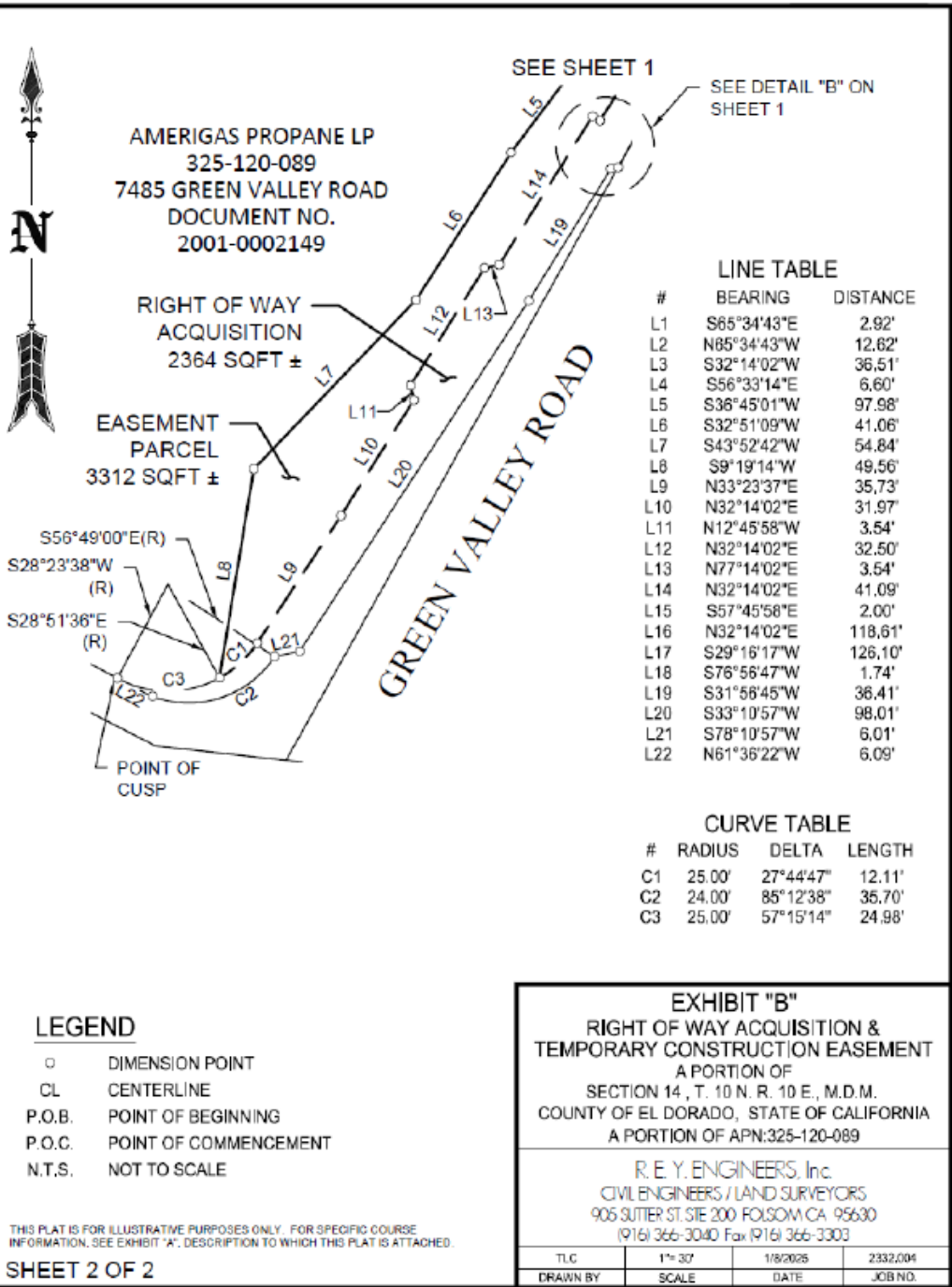
R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630

Page 2 of 2

EXHIBIT "B"





AMERIGAS PROPANE LP
 325-120-089
 7485 GREEN VALLEY ROAD
 DOCUMENT NO.
 2001-0002149

RIGHT OF WAY
 ACQUISITION
 2364 SQFT ±

EASEMENT
 PARCEL
 3312 SQFT ±

S56°49'00"E(R)
 S28°23'38"W
 (R)
 S28°51'36"E
 (R)

POINT OF
 CUSP

SEE SHEET 1

SEE DETAIL "B" ON
 SHEET 1

LINE TABLE

#	BEARING	DISTANCE
L1	S65°34'43"E	2.92'
L2	N85°34'43"W	12.62'
L3	S32°14'02"W	36.51'
L4	S56°33'14"E	6.60'
L5	S38°45'01"W	97.98'
L6	S32°51'09"W	41.06'
L7	S43°52'42"W	54.84'
L8	S9°19'14"W	49.56'
L9	N33°23'37"E	35.73'
L10	N32°14'02"E	31.97'
L11	N12°45'58"W	3.54'
L12	N32°14'02"E	32.50'
L13	N77°14'02"E	3.54'
L14	N32°14'02"E	41.09'
L15	S57°45'58"E	2.00'
L16	N32°14'02"E	118.61'
L17	S29°16'17"W	126.10'
L18	S76°56'47"W	1.74'
L19	S31°56'45"W	36.41'
L20	S33°10'57"W	98.01'
L21	S78°10'57"W	6.01'
L22	N61°36'22"W	6.09'

CURVE TABLE

#	RADIUS	DELTA	LENGTH
C1	25.00'	27°44'47"	12.11'
C2	24.00'	85°12'38"	35.70'
C3	25.00'	57°15'14"	24.98'

LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE

EXHIBIT "B"
 RIGHT OF WAY ACQUISITION &
 TEMPORARY CONSTRUCTION EASEMENT
 A PORTION OF
 SECTION 14, T. 10 N. R. 10 E., M.D.M.
 COUNTY OF EL DORADO, STATE OF CALIFORNIA
 A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
 CIVIL ENGINEERS / LAND SURVEYORS
 905 SUTTER ST. STE 200 FOLSOM CA 95630
 (916) 366-3040 Fax (916) 366-3303

TLC	1"= 30'	1/8/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

Certificate of Acceptance

RECORDED FOR THE BENEFIT OF
City of Placerville

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Project Name: Placerville Drive Bicycle and Pedestrian Facilities
APN: 325-120-089

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Amerigas Propane, L.P., a Delaware limited partnership (“Grantor”), hereby Grants to the CITY OF PLACERVILLE, a municipal corporation (“Grantee”), all of Grantor’s right, to title, and interest in that real property in the County of El Dorado, State of California described as:

SEE EXHIBIT "A" AND "B"

Grantor: Amerigas Propane, L.P., a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A
Road Right of Way Acquisition
Portion of A.P.N. 325-120-089

All that certain real property being situate in the Northeast One-Quarter (1/4) of Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, and being a portion of the parcel of land described in the grant deed to Amerigas Propane, LP, filed for record on January 12, 2001 as Document No. 2001-0002194 of the Official Records of El Dorado County and being more particularly described as follows:

Beginning at a 5/8" Rebar with a cap stamped RCE 22180 marking the most northeasterly corner of said parcel, as shown on that certain Record of Survey filed in Book 4 at Page 117 of said Official Records;

Thence from said **Point of Beginning**, along the southeasterly line of said parcel, also being the existing northerly right of Way of Green Valley Road, South 29°16'17" West a distance of 126.10 feet to the most northerly point on the Right of Way dedication filed as Doc No. 2001-0002195;

Thence proceeding along the northerly line of said Right of Way the following five (6) courses, distances and arcs:

1. South 76°56'47" West, 1.74 feet;
2. South 31°56'45" West, 36.41 feet;
3. South 33°10'57" West, 98.01 feet;
4. South 78°10'57" West, 6.01 feet to a point of curvature;
5. From a radial line which bears South 56°49'00" East, westerly 35.70 feet along the arc of a 24.00 foot radius curve to the right, through a central angle of 85°12'38";
6. North 61°36'22"W, 6.09 feet to a Point of Cusp situate on the northeasterly Right of Way of Mallard Lane;

Thence leaving said Right of Way, from a radial line which bears South 28°23'38" West, easterly 37.09 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 85°00'01";

Thence North 33°23'37" East a distance of 35.73 feet;

Thence North 32°14'02" East a distance of 31.97 feet;

Thence North 12°45'58" West a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 32.50 feet;

Thence North 77°14'02" East a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 41.09 feet;

Thence South 57°45'58" East a distance of 2.00 feet;

Thence North 32°14'02" East a distance of 118.61 feet to a point situate on the northeasterly line of said parcel;

Thence along said parcel line, South 65°34'43" East a distance of 2.92 feet to the Point of Beginning.

Said Right of Way parcel contains 2,364 square feet of land, more or less.

See Exhibit B, Plat to Accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD 83, Zone II.

Carl C. de Baca

Carl R. C. de Baca
License Expiration Date: 12-31-26

Date: 1/9/25

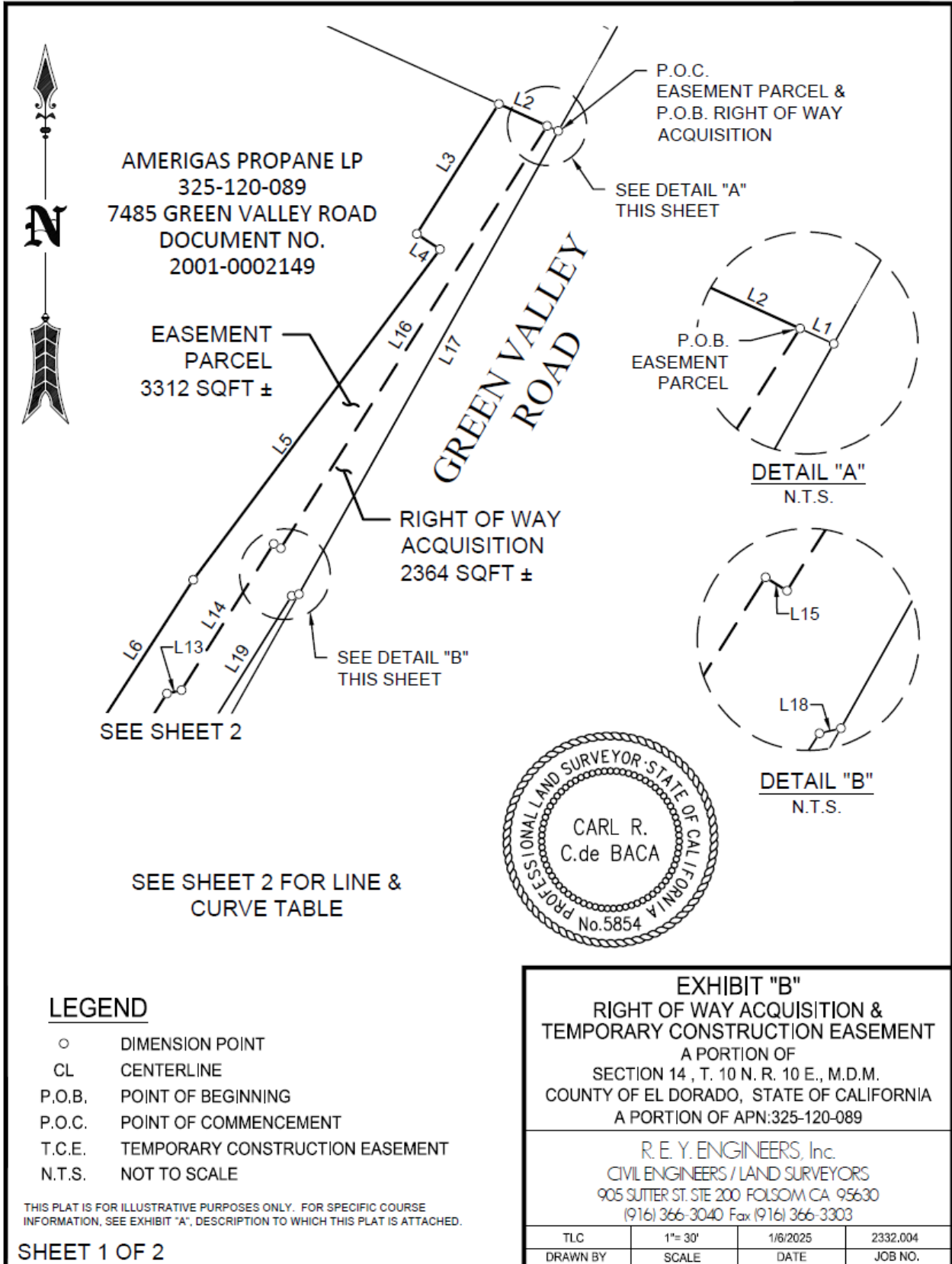


Description prepared by:

R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630

EXHIBIT "B"



AMERIGAS PROPANE LP
325-120-089
7485 GREEN VALLEY ROAD
DOCUMENT NO.
2001-0002149

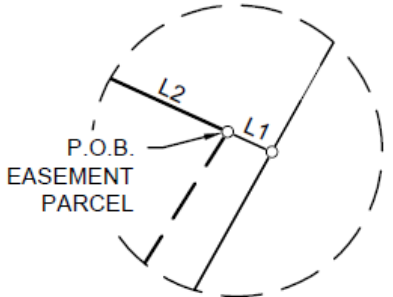
EASEMENT
PARCEL
3312 SQFT ±

GREEN VALLEY
ROAD

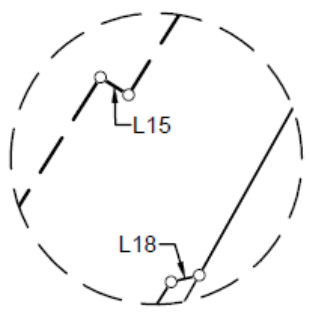
RIGHT OF WAY
ACQUISITION
2364 SQFT ±

P.O.C.
EASEMENT PARCEL &
P.O.B. RIGHT OF WAY
ACQUISITION

SEE DETAIL "A"
THIS SHEET



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.

SEE SHEET 2

SEE DETAIL "B"
THIS SHEET

SEE SHEET 2 FOR LINE &
CURVE TABLE



LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- N.T.S. NOT TO SCALE

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE
INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

SHEET 1 OF 2

EXHIBIT "B"
RIGHT OF WAY ACQUISITION &
TEMPORARY CONSTRUCTION EASEMENT
A PORTION OF
SECTION 14 , T. 10 N. R. 10 E., M.D.M.
COUNTY OF EL DORADO, STATE OF CALIFORNIA
A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
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905 SUTTER ST. STE 200 FOLSOM CA 95630
(916) 366-3040 Fax (916) 366-3303

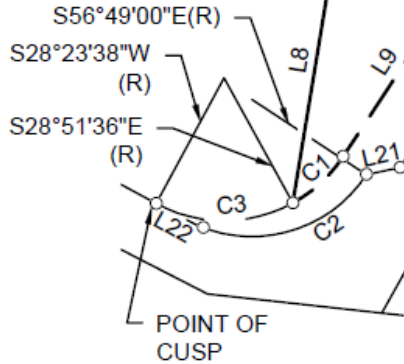
TLC	1"= 30'	1/6/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.



AMERIGAS PROPANE LP
 325-120-089
 7485 GREEN VALLEY ROAD
 DOCUMENT NO.
 2001-0002149

RIGHT OF WAY
 ACQUISITION
 2364 SQFT ±

EASEMENT
 PARCEL
 3312 SQFT ±



SEE SHEET 1

SEE DETAIL "B" ON
 SHEET 1

GREEN VALLEY ROAD

LINE TABLE

#	BEARING	DISTANCE
L1	S65°34'43"E	2.92'
L2	N65°34'43"W	12.62'
L3	S32°14'02"W	36.51'
L4	S56°33'14"E	6.60'
L5	S36°45'01"W	97.98'
L6	S32°51'09"W	41.06'
L7	S43°52'42"W	54.84'
L8	S9°19'14"W	49.56'
L9	N33°23'37"E	35.73'
L10	N32°14'02"E	31.97'
L11	N12°45'58"W	3.54'
L12	N32°14'02"E	32.50'
L13	N77°14'02"E	3.54'
L14	N32°14'02"E	41.09'
L15	S57°45'58"E	2.00'
L16	N32°14'02"E	118.61'
L17	S29°16'17"W	126.10'
L18	S76°56'47"W	1.74'
L19	S31°56'45"W	36.41'
L20	S33°10'57"W	98.01'
L21	S78°10'57"W	6.01'
L22	N61°36'22"W	6.09'

CURVE TABLE

#	RADIUS	DELTA	LENGTH
C1	25.00'	27°44'47"	12.11'
C2	24.00'	85°12'38"	35.70'
C3	25.00'	57°15'14"	24.98'

LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE
 INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

SHEET 2 OF 2

EXHIBIT "B"
 RIGHT OF WAY ACQUISITION &
 TEMPORARY CONSTRUCTION EASEMENT
 A PORTION OF
 SECTION 14, T. 10 N. R. 10 E., M.D.M.
 COUNTY OF EL DORADO, STATE OF CALIFORNIA
 A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
 CIVIL ENGINEERS / LAND SURVEYORS
 905 SUTTER ST. STE 200 FOLSOM, CA 95630
 (916) 366-3040 Fax (916) 366-3303

TLC	1"= 30'	1/8/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.

Certificate of Acceptance

RECORDED FOR THE BENEFIT OF
City of Placerville

WHEN RECORDED RETURN TO:
Bender Rosenthal, Inc.
Attn: Rebekah Green
2825 Watt Avenue, Suite 200
Sacramento, CA 95821

No Fee Document – per Government code 27383
No Document Transfer Tax- per R&T Code 11922

SPACE ABOVE THIS LINE FOR RECORDER’S USE

Project Name: Placerville Drive Bicycle and Pedestrian Facilities
APN: 325-120-089

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Amerigas Propane, L.P., a Delaware limited partnership (“Grantor”), hereby Grants to the CITY OF PLACERVILLE, a municipal corporation (“Grantee”), a Temporary Construction Easement (“TCE”) over, under, upon and across all that real property for access and construction purposes in the real property in the County of El Dorado, State of California described as:

SEE EXHIBIT "A" AND “B”

This TCE shall be for the purpose of construction activities related to the Placerville Drive Bicycle and Pedestrian Facilities Project including, but not limited to use for ingress and egress, sidewalk and road construction areas, parking of vehicles and all other activities whatsoever in nature incidental to the construction of the specified project. This TCE and its related purposes shall not in any way unreasonably impair Grantors use, access and ingress/egress of Grantors property.

A Temporary Construction Easement is needed to facilitate construction activities for the Placerville Drive Bicycle and Pedestrian Facilities Project. Said easement shall be for a period of forty-two months beginning July 1, 2025 and ending December 31, 2028. Permission is hereby granted to the City of Placerville or its authorized agent to enter upon Grantors land where necessary within that certain area identified as a temporary construction easement for the purpose described.

Grantor: Amerigas Propane, L.P., a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A
Temporary Construction Easement
Portion of A.P.N. 325-120-089

All that certain real property being situate in the Northeast One-Quarter (1/4) of Section 14, Township 10 North, Range 10 East, Mount Diablo Meridian, and being a portion of the parcel of land described in the grant deed to Amerigas Propane, LP, filed for record on January 12, 2001 as Document No. 2001-0002194 of the Official Records of El Dorado County and being more particularly described as follows:

Commencing at a 5/8" Rebar with a cap stamped RCE 22180 marking the most northeasterly corner of said parcel, as shown on that certain Record of Survey filed in Book 4 at Page 117 of said Official Records;

Thence from said Point of Commencement, along the northeasterly line of said parcel, North 65°34'43" West a distance of 2.92 feet to the True Point of Beginning;

Thence from said **Point of Beginning**, continuing along the northeasterly line, North 65°34'43" West a distance of 12.62 feet;

Thence leaving said parcel line, South 32°14'02" West a distance of 36.51 feet;

Thence South 56°33'14" East a distance of 6.60 feet;

Thence South 36°45'01" West a distance of 97.98 feet;

Thence South 32°51'09" West a distance of 41.06 feet;

Thence South 43°52'42" West a distance of 54.84 feet;

Thence South 09°19'14" West a distance of 49.56 feet to a point situate on the arc of a non-tangent curve;

Thence from a radial line which bears South 28°51'36" East, northeasterly 12.11 feet along the arc of a 25.00 foot radius curve to the left, through a central angle of 27°44'47":

Thence North 33°23'37" East a distance of 35.73 feet;

Thence North 32°14'02" East a distance of 31.97 feet;

Thence North 12°45'58" West a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 32.50 feet;

Thence North 77°14'02" East a distance of 3.54 feet;

Thence North 32°14'02" East a distance of 41.09 feet;

Thence South 57°45'58" East a distance of 2.00 feet;

Thence North 32°14'02" East a distance of 118.61 feet to a point situate on the northeasterly line of said parcel and to the Point of Beginning.

Said Temporary Easement contains 3,312 square feet of land, more or less.

See Exhibit B, Plat to Accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, NAD 83, Zone II.

Carl C. de Baca

Carl R. C.de Baca
License Expiration Date: 12-31-26

Date: 1/8/2025

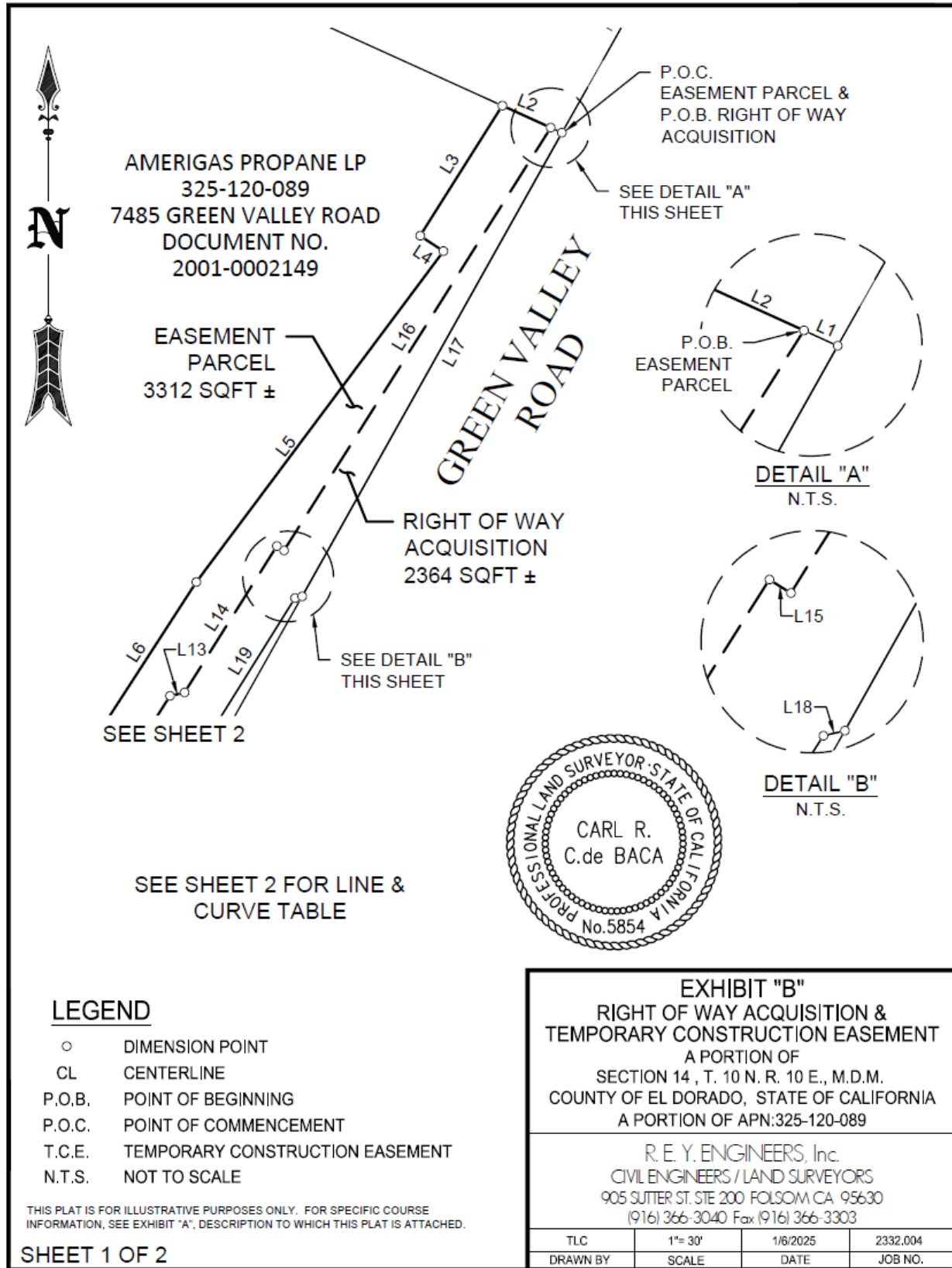


Description prepared by:

R.E.Y. ENGINEERS, INC.

905 Sutter Street, Suite 200, Folsom, CA 95630

EXHIBIT "B"



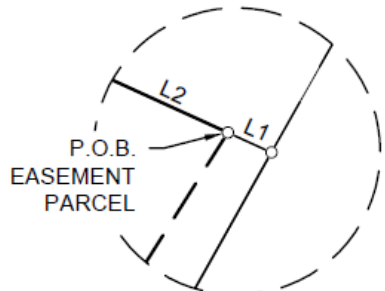
AMERIGAS PROPANE LP
325-120-089
7485 GREEN VALLEY ROAD
DOCUMENT NO.
2001-0002149

EASEMENT
PARCEL
3312 SQFT ±

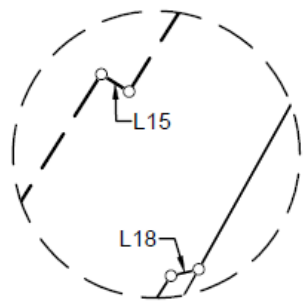
RIGHT OF WAY
ACQUISITION
2364 SQFT ±

P.O.C.
EASEMENT PARCEL &
P.O.B. RIGHT OF WAY
ACQUISITION

SEE DETAIL "A"
THIS SHEET



DETAIL "A"
N.T.S.



DETAIL "B"
N.T.S.



SEE SHEET 2 FOR LINE &
CURVE TABLE

LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- N.T.S. NOT TO SCALE

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INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

SHEET 1 OF 2

<p>EXHIBIT "B" RIGHT OF WAY ACQUISITION & TEMPORARY CONSTRUCTION EASEMENT A PORTION OF SECTION 14, T. 10 N. R. 10 E., M.D.M. COUNTY OF EL DORADO, STATE OF CALIFORNIA A PORTION OF APN:325-120-089</p>			
<p>R. E. Y. ENGINEERS, Inc. CIVIL ENGINEERS / LAND SURVEYORS 905 SUTTER ST. STE 200 FOLSOM, CA 95630 (916) 366-3040 Fax (916) 366-3303</p>			
TLC	1"= 30'	1/6/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.



AMERIGAS PROPANE LP
 325-120-089
 7485 GREEN VALLEY ROAD
 DOCUMENT NO.
 2001-0002149

RIGHT OF WAY
 ACQUISITION
 2364 SQFT ±

EASEMENT
 PARCEL
 3312 SQFT ±

S56°49'00"E(R)
 S28°23'38"W
 (R)
 S28°51'36"E
 (R)

POINT OF
 CUSP

GREEN VALLEY ROAD

SEE SHEET 1

SEE DETAIL "B" ON
 SHEET 1

LINE TABLE

#	BEARING	DISTANCE
L1	S65°34'43"E	2.92'
L2	N65°34'43"W	12.62'
L3	S32°14'02"W	36.51'
L4	S56°33'14"E	6.60'
L5	S36°45'01"W	97.98'
L6	S32°51'09"W	41.06'
L7	S43°52'42"W	54.84'
L8	S9°19'14"W	49.56'
L9	N33°23'37"E	35.73'
L10	N32°14'02"E	31.97'
L11	N12°45'58"W	3.54'
L12	N32°14'02"E	32.50'
L13	N77°14'02"E	3.54'
L14	N32°14'02"E	41.09'
L15	S57°45'58"E	2.00'
L16	N32°14'02"E	118.61'
L17	S29°16'17"W	126.10'
L18	S76°56'47"W	1.74'
L19	S31°56'45"W	36.41'
L20	S33°10'57"W	98.01'
L21	S78°10'57"W	6.01'
L22	N61°36'22"W	6.09'

CURVE TABLE

#	RADIUS	DELTA	LENGTH
C1	25.00'	27°44'47"	12.11'
C2	24.00'	85°12'38"	35.70'
C3	25.00'	57°15'14"	24.98'

LEGEND

- DIMENSION POINT
- CL CENTERLINE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE

THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. FOR SPECIFIC COURSE INFORMATION, SEE EXHIBIT "A", DESCRIPTION TO WHICH THIS PLAT IS ATTACHED.

SHEET 2 OF 2

EXHIBIT "B"
 RIGHT OF WAY ACQUISITION &
 TEMPORARY CONSTRUCTION EASEMENT
 A PORTION OF
 SECTION 14 , T. 10 N. R. 10 E., M.D.M.
 COUNTY OF EL DORADO, STATE OF CALIFORNIA
 A PORTION OF APN:325-120-089

R. E. Y. ENGINEERS, Inc.
 CIVIL ENGINEERS / LAND SURVEYORS
 905 SUTTER ST. STE 200 FOLSOM, CA 95630
 (916) 366-3040 Fax (916) 366-3303

TLC	1"= 30'	1/8/2025	2332.004
DRAWN BY	SCALE	DATE	JOB NO.

Certificate of Acceptance

Acquiring Real Property For:

The City of Placerville

**Placerville Drive Bicycle and Pedestrian Facilities
Project**

BRI BENDER
ROSENTHAL
INCORPORATED

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INTRODUCTION

Government programs designed to benefit the public as a whole often result in acquisition of private property, and sometimes in the displacement of people from their residences, businesses, nonprofit organizations or farms. Acquisition of this kind has long been recognized as a right of government and is known as the power of eminent domain. The Fifth Amendment of the Constitution states that private property shall not be taken for public use without just compensation.

California law provides landowners whose property is taken for a public project certain rights and protections. An owner is to be compensated for the property being acquired, severance damages, if any, to the owner's remaining property if the entire property is not taken, and for loss of business goodwill if a business is being conducted on the property being acquired. Additionally, an owner or tenant who has to relocate because of a property acquisition may be entitled to certain relocation assistance and monetary compensation in connection with the relocation.

IMPORTANT TERMS USED IN THIS BROCHURE

Acquisition

Acquisition is the process of acquiring real property (real estate) or some interest therein.

Agency

An agency can be a government organization (Federal, State, or local), a non-government organization (such as a utility company). In this brochure, the word "agency" means the City of Placerville, when applicable, (the Agency) which is a local government entity.

Appraisal

An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

Condemnation

Condemnation is the legal process of acquiring private property for public use or purpose through the agency's power of eminent domain. Condemnation is usually not used until all attempts to reach a mutually satisfactory agreement through negotiations have failed. An agency then goes to court to acquire the needed property.

Easement

In general, an easement is the right of one person to use all or part of the property of another person for some specific purpose. Easements can be permanent or temporary (i.e., limited to a stated period of time). The term may be used to describe either the right itself or the document conferring the right. Examples are: permanent easement for utilities, permanent easement for perpetual maintenance of drainage structures, and temporary easement to allow reconstruction of a driveway during construction.

Eminent Domain

Eminent domain is the right of government to acquire private property for public use, subject to the owner of the property taken being given just compensation.

Fair Market Value

Fair market value is market value that has been adjusted to reflect constitutional and other legal requirements for public acquisition.

Interest

An interest is a right, title, or legal share in something. People who share in the ownership of real property have an interest in the property.

Just Compensation

Just compensation is the price an agency must pay to acquire real property. An agency official must make the estimate of just compensation to be offered to you for the property needed. That amount may not be less than the amount established in the approved appraisal report as the fair market value for your property. If you and the agency cannot agree on the amount of just compensation to be paid for the property needed, and it becomes necessary for the agency to use the condemnation process, the amount determined by the court will be the just compensation for your property.

Lien

A lien is a charge against a property in which the property is the security for payment of a debt. A mortgage is a lien. So are taxes. Customarily, liens must be paid in full when the property is acquired for a public project. Where not all of the property subject to a mortgage is taken, the mortgage need not be paid off unless the lender can demonstrate that its security interest is being impaired.

Market Value

Market value is the sale price that a willing and informed seller and a willing and informed buyer agree to for a particular property.

Negotiation

Negotiation is the process used by an agency to reach an amicable agreement with a property owner for the acquisition of needed property. An offer is made for the purchase of property in person, or by mail, and the offer is discussed with the owner.

Person

A person is an individual, partnership, corporation, or association.

Personal Property

In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

Program or Project

A program or project is any activity or series of activities undertaken by an agency in order to build and maintain public works or public facilities.

Waiver Valuation

The term waiver valuation means an administrative process for estimating fair market value for relatively low-value, noncomplex acquisitions. A waiver valuation is prepared in lieu of an appraisal.

PROPERTY APPRAISAL

An agency determines what specific property needs to be acquired for a public program or project after the project has been planned and government requirements have been met.

If your property, or a portion of it, needs to be acquired, you, the property owner, will be notified as soon as possible of (1) the agency's interest in acquiring your property, (2) the agency's obligation to secure any necessary appraisals, and (3) any other useful information.

When an agency begins the acquisition process, the first personal contact with you, the property owner, should be no later than during the appraisal of the property.

An appraiser will contact you to make an appointment to inspect your property. The appraiser is responsible for determining the initial fair market value of the property.

You, or a representative that you designate, will be invited to accompany the appraiser when the appraiser inspects your property. You can point out any unusual or hidden features of the property that the appraiser could overlook. At this time, you should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else are located on your property.
- The presence of hazardous material, underground storage or utilities.

This is your opportunity to tell the appraiser about anything relevant to your property, including other properties in your area that have recently sold. The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Placerville will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:

- a. You, not the City of Placerville, must order the appraisal. Should you enter into a contract with the selected appraiser, the City of Placerville will not be a party to the contract.
- b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
- c. Appraisal cost reimbursement requests must be made in writing, and submitted to the City of Placerville, c/o Bender Rosenthal Inc., 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for the completed work by the appraiser must be provided to the City of Placerville concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

JUST COMPENSATION

Once the appraisal of fair market value is complete, the appraisal report will be given to the agency to establish just compensation. This amount will never be less than the fair market value established by the appraisal.

If the agency is only acquiring a part of your property, there may be damages or benefits to your remaining property. Any allowable damages or benefits will be reflected in the just compensation amount. The agency will prepare a written offer of just compensation for you when negotiations begin.

Buildings, Structures and Improvements

The value of any buildings, structures, or other improvements on the property to be acquired will be taken into consideration in determining just compensation. An improvement will be valued as real property regardless of who owns it.

Tenant-Owned Buildings, Structures and Improvements

Sometimes tenants lease real property and build or add improvements for their use. Frequently, they have the right or obligation to remove the improvements at the expiration of the lease term. The agency must make an offer to the tenants to acquire these improvements as real property.

In order to be paid for these improvements, the tenant-owner must assign, transfer, and release to the agency all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

For an improvement, just compensation is the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property (salvage value), whichever amount is greater.

Some improvements may be considered personal property under California law and, the tenant-owner may be reimbursed for moving them under the relocation assistance provision.

The agency will personally contact the tenant-owners of improvements to explain the procedures to be followed.

EXCEPTIONS TO THE APPRAISAL REQUIREMENT

The Uniform Act requires that all real property to be acquired must be appraised, but it also authorizes waiving that requirement for low value acquisitions.

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the agency from the obligation of performing an appraisal, or
- If the agency believes the acquisition of your property is uncomplicated and a review of available data supports a fair market value likely to be \$10,000 or less, the agency may prepare a waiver valuation, rather than an appraisal, to estimate your fair market value.

THE WRITTEN OFFER

After the agency establishes just compensation it will begin negotiations with you or your designated representative by delivering the written offer of just compensation for the purchase of the real property. If practical, this offer will be delivered in person by a representative of the agency. Otherwise, the offer will be made by mail and followed up with a contact in person or by telephone. All owners of the property with known addresses will be contacted unless they collectively have designated one person to represent their interests.

An agency representative will explain agency acquisition policies and procedures in writing, either by use of an informational brochure, or in person.

The agency's written offer will consist of a written summary statement that includes all of the following information:

- The amount offered as just compensation.
- The description and location of the property and the interest to be acquired.
- The identification of the buildings and other improvements that are considered to be part of the real property.

In some cases, the offer will list items of real property (such as cabinets) that you wish to keep. If you decide to keep any or all of these items, the offer will be reduced by the value of the items retained. You will be responsible for removing the items from the property in a timely manner. The agency may elect to withhold a portion of the remaining offer until the retained items are removed from the property.

Any separately held ownership interests in the property, such as tenant-owned improvements, will be identified by the agency.

The agency may negotiate with each person who holds a separate ownership interest, or, may negotiate with the primary owner and prepare a check payable jointly to all owners.

The agency will give you a reasonable amount of time to consider the written offer and ask questions or seek clarification of anything that is not understood.

If you believe that all relevant material was not considered during the appraisal, you may present such information at this time. Modifications in the proposed terms and conditions of the purchase may be requested. The agency will consider any reasonable requests that are made during negotiations.

Partial Acquisition

Often an agency does not need all the property you own. The agency will usually purchase only what it needs.

If the agency intends to acquire only a portion of the property, the agency must state the amount to be paid for the part to be acquired.

In addition, an amount will be stated separately for damages, if any, to the portion of the property you will keep.

If the agency determines that the remainder property will have little or no value or use to you, the agency will consider this remainder to be an uneconomic remnant and will offer to purchase it. You have the option of accepting the offer for purchase of the uneconomic remnant or keeping the property.

Agreement between You and the Agency

When you reach agreement with the agency on the offer, you will be asked to sign a purchase agreement which will state the amount you are to be paid. Your signature will affirm that you and the agency are in agreement concerning the acquisition of the property, including terms and conditions.

If you do not reach an agreement with the agency because of some important point connected with the acquisition offer, the agency may suggest mediation as a means of coming to agreement. If the agency thinks that a settlement cannot be reached, it will initiate condemnation proceedings.

The agency may not take any action to force you into accepting its offer. Prohibited actions include:

- Advancing the condemnation process.
- Deferring negotiations.
- Deferring condemnation.
- Delaying the deposit of funds with the court for your use when condemnation is initiated.
- Any other coercive action designed to force an agreement regarding the price to be paid for your property.

PAYMENT

The next step in the acquisition process is payment for your property. As soon as all the necessary paperwork is completed for transferring title of the property, the agency will pay any liens that exist against the property and pay your equity to you. Your incidental expenses will also be paid or reimbursed.

Incidental expenses are reasonable expenses incurred as a result of transferring title to the agency, such as:

- Recording fees and transfer taxes.
- Documentary stamps.
- Evidence of title, however, the agency is not required to pay costs required solely to perfect your title or to assure that the title to the real property is entirely without defect.
- Surveys and legal descriptions of the real property.
- Other similar expenses necessary to convey the property to the agency.

Penalty costs and other charges for prepaying any pre-existing recorded mortgage entered into in good faith encumbering the real property will be reimbursed.

The pro rata share of any prepaid real property taxes that can be allocated to the period after the agency obtains title to the property or takes possession of it will be reimbursed.

If possible, the agency will pay these costs directly so that you will not need to pay the costs and then claim reimbursement.

POSSESSION

The agency may not take possession of your property unless:

- You have been paid the agreed purchase price, or agreed amount has been deposited into escrow; or
- In the case of condemnation, the agency has deposited with the court an amount for your benefit and use that is at least the amount of the agency's approved appraisal of the fair market value of your property, or
- The agency has paid the amount of the court award of compensation in the condemnation proceeding.

If the agency takes possession while persons still occupy the property:

- All persons occupying the property must receive a written notice to move in advance of the required date to move. In this context, the term person includes residential occupants, homeowners, tenants, businesses, non-profit organizations, and farms.
- Persons moving to another location are entitled to relocation assistance and certain monetary benefits provided by California law.

SETTLEMENT

The agency will make every effort to reach an agreement with you during negotiations. You may provide additional information, and make reasonable counter-offers and proposals for the agency to consider.

CONDEMNATION

If an agreement cannot be reached, the agency can acquire the property by exercising its power of eminent domain. It will do this by instituting formal condemnation proceedings in State court.

Litigation Expenses

Normally, the agency does not reimburse you for costs you incur as a result of condemnation proceedings. The agency will reimburse you, however, under any of the following conditions:

- The court determines that the agency cannot acquire your property by condemnation.
- The condemnation proceedings are abandoned by the agency without an agreed-upon settlement.
- The court determines, after it has established just compensation, that under California law you are entitled to recover "litigation expenses" (attorney fees and expert witness fees). California law provides that those items known as "statutory costs" (filing fees, deposition transcript fees, and similar items) are paid to you regardless of whether you are awarded litigation expenses.

The information is provided to assist you in understanding the requirements that must be met by agency, and your rights and obligations. If you have any questions, they will be promptly answered by an agency representative.

See the Eminent Domain – Information Pamphlet below for additional information.

EMINENT DOMAIN – INFORMATION PAMPHLET (SB 698)

I. Introduction

The Agency, City of Placerville, a municipal corporation is a local government entity and is vested by law with the authority to exercise the power of eminent domain for this project.

Eminent domain is the power to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, the Agency tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the Agency only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.¹

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value 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."

II. The Eminent Domain Process and the Property Owner's Rights

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may be necessary for a public use project, the Agency will begin the appraisal process to determine the property's fair market value.

- **How is the fair market value of my property determined?**

The Agency will hire an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the Agency with the appraisal. The Agency will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

¹ This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.

- **What factors does the appraiser consider in determining fair market value?**

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

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

- **Will I receive a copy of the appraisal?**

The Agency is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the Agency's offer. Among other things, this summary must include:

- A general statement of the Agency's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the Agency is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the Agency may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the Agency. At the time of making its initial offer to you, the Agency must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA) and is to have experience in appraisal of properties required for public acquisition under eminent domain principles. You may contact OREA at (916) 552-9900.

- **What advantages are there in selling my property to the Agency?**

A real estate transaction with the Agency is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the Agency.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The Agency will pay all these costs.
- Although the Agency cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The Agency will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the Agency is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the Agency are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the Agency's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the Agency, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The Agency, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the Agency may file an Eminent Domain action in a court located within the same county/city where your property is located.

The first step is for the Agency staff to request authority from the Agency's County Board of Supervisors ("Board") or City Council (Council) to file a condemnation action. The approval from the Board/Council is called a "Resolution of Necessity." In considering whether condemnation is necessary, the Board/Council must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice (Notice of Intent to Adopt a Resolution of Necessity) and an opportunity to appear before the Board/Council when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the Board/Council, or in writing to the Board/Council.

If the Agency's Board/Council adopts the Resolution of Necessity, the Agency can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The Agency is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the Agency will also deposit the amount the Agency believes is the "probable amount of compensation" with the Court where the complaint is filed. A deposit must be made if the Agency is seeking to acquire possession of the property before agreement is reached on the fair market value.

- **Can the Agency acquire possession of my property before an agreement is reached as to the property's fair market value?**

In some cases, the Agency may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the Agency must apply to the Court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The Agency is required to schedule a hearing with the Court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the

order for possession should be granted. As noted above, the Agency must deposit with the Court the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the Agency and the court with your written opposition within the period of time set forth in the notice from the Agency.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the Court before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the Agency to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the Agency to increase the amount deposited with the Court if you believe the amount the Agency has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the Agency's right to acquire or condemn the property.

- **What happens in an eminent domain trial?**

The main purpose of an eminent domain trial is to determine the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and the Agency will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to have a jury, the judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial.

If you challenge the Agency's right to acquire the property, the eminent domain trial will also determine whether or not the Agency has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

- **Am I entitled to interest?**

Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

- **Will the Agency pay my attorneys' fees and costs?**

In an eminent domain action, you are entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. In some circumstances, you may also be entitled to be reimbursed by the condemning agency for your attorneys' fees in the lawsuit. Whether you will be entitled to receive reimbursement for your attorneys' fees will depend on the particular facts and circumstances of the case and the offers and demand for compensation made in the action.

- **Will I receive assistance with relocation?**

Any person, business, or farm operation displaced as a result of the property acquisition is entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.

District 1
Equal Employment
Opportunity
(EEO) Office
1656 Union Street
Eureka, CA 95501
(707) 441-5814

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
111 Grand Avenue
Oakland, CA 94612
(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
San Bernardino, CA 92401
(909) 383-4229

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
San Diego, CA 92110
(619) 688-4249

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(916) 639-6392
711 (TTY)

Caltrans & You

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 protect against discrimination based on 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 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 Civil Rights, Title VI Program.

Who bears the responsibility for Title VI?

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