

Folsom City Council Staff Report

MEETING DATE:	11/8/2022
AGENDA SECTION:	Consent Calendar
SUBJECT:	Resolution No. 10943 – A Resolution Authorizing the City Manager to Execute a Sewer Easement and Maintenance Agreement between 9900 Greenback Lane LLC and the City of Folsom for the Construction of the Greenback Sewer and Lift Station No.3 Project
FROM:	Environmental and Water Resources Department

RECOMMENDATION / CITY COUNCIL ACTION

The Environmental and Water Resources Departments recommends that the City Council pass and adopt Resolution No. 10943 – A Resolution Authorizing the City Manager to Execute a Sewer Easement and Maintenance Agreement between 9900 Greenback Lane LLC and the City of Folsom for the Construction of the Greenback Sewer and Lift Station No.3 Project.

BACKGROUND / ISSUE

The Environmental and Water Resources Department (EWR) identifies sewer infrastructure rehabilitation and replacement projects through sewer master plans and ongoing sewer condition assessment programs. As a condition of the City's State permit for its wastewater collection systems, EWR is required to perform ongoing condition assessments on the wastewater system and correct any defects/deficiencies identified through this process. Through these efforts, City staff identified the Greenback Sewer and Lift Station No. 3 Project as needing rehabilitation or replacement.

The City needs to acquire a sewer easement of approximately 1,448 square feet for the construction of the Greenback Sewer and Lift Station No.3 Project. The City worked with the property owner, 9900 Greenback Lane LLC Property, to modify the existing sewer easement and develop a maintenance agreement for the property affected by the Greenback Sewer and Lift Station No.3 Project.

This Resolution will Authorize the City Manager to Execute a Sewer Easement and Maintenance Agreement between 9900 Greenback Lane LLC and the City of Folsom for the Construction of the Greenback Sewer and Lift Station No.3 Project.

POLICY / RULE

Acquisition of property rights by the City of Folsom requires City Council approval. Resolution No. 2435, adopted on July 18, 1988, authorizes the City Manager to execute an Easement Deed.

ANALYSIS

Expansion of the City’s wastewater collection system has reduced the demand on Lift Station No. 3 (near Greenback) below the design demand, requiring the City to re-examine the facility to more efficiently align the station operation with the revised demands. Additionally, the City recently completed a condition assessment of Lift Station No. 3 near Greenback, in which there were multiple recommendations for updating the aging facility. Major improvements to the existing lift station requires upgrades to the pumps, the wet well, mechanical equipment, electrical components and structural improvements.

The Greenback Sewer and Lift Station No.3 Project requires some improvements to be completed on the property located at 9900 Greenback Lane in Folsom. Through this agreement, the owner of this property, 9900 Greenback Lane LLC, grants to the City a sewer easement and agrees to the necessary improvements on the property.

The Easement Deed from 9900 Greenback Lane LLC to the City and the Agreement between 9900 Greenback Lane LLC and the City will allow the City to proceed with construction of the Greenback Sewer and Lift Station No.3 Project. Construction of the Greenback Sewer and Lift Station No.3 Project cannot commence without approval of this Resolution.

FINANCIAL IMPACT

There are no costs for the transfer of easement to the City. However, the City shall pay reasonable legal fees and expenses incurred by the Owner for reviewing the Agreement and all related documents for a not to exceed sum of \$1,000. In addition, the City shall pay a not to exceed sum of \$5,200 for the Sewer Easement as identified in the “Memorandum of Appraisal Update” prepared by Bender Rosenthal Incorporated. Funds are budgeted and available in the Sewer Operating Fund (Fund 530) in Fiscal Year 2022-23.

ENVIRONMENTAL REVIEW

This project is a rehabilitation project of existing infrastructure; and therefore, is categorically exempt from environmental review under the California Environmental Quality Act as noted in Title 14 – California Code of Regulations, Chapter 3 – Guidelines for Implementation of the

California Environmental quality Act, Article 19 – Categorical Exemptions, Section 15302 – Replacement or Reconstruction.

ATTACHMENTS

1. Resolution No. 10943 – A Resolution Authorizing the City Manager to Execute a Sewer Easement and Maintenance Agreement between 9900 Greenback Lane LLC and the City of Folsom for the Construction of the Greenback Sewer and Lift Station No.3 Project
2. Greenback Sewer and Lift Station No.3 Easement and Maintenance Agreement Associated with 9900 Greenback Lane

Submitted,

Marcus Yasutake, Director
ENVIRONMENTAL AND WATER RESOURCES DEPARTMENT

ATTACHMENT 1

RESOLUTION NO. 10943

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SEWER EASEMENT AND MAINTENANCE AGREEMENT BETWEEN 9900 GREENBACK LANE LLC AND THE CITY OF FOLSOM FOR THE CONSTRUCTION OF THE GREENBACK SEWER AND LIFT STATION NO.3 PROJECT

WHEREAS, to comply with the State's Waste Discharge Requirement Order, the City is currently implementing its Sanitary Sewer Management Plan (SSMP) which consists of condition assessment, as well as operational and system improvements; and

WHEREAS, the City of Folsom has identified this project as a priority to maintain integrity and operation of the sanitary sewer collection system; and

WHEREAS, the City of Folsom desires to obtain an Easement over property owned by 9900 Greenback Lane LLC that is required for construction of the Greenback Sewer and Lift Station No.3 Project; and

WHEREAS, the Sewer Easement Deed from 9900 Greenback Lane LLC was developed between the City of Folsom and 9900 Greenback Lane LLC; and

WHEREAS, the City shall pay reasonable legal fees and expenses incurred by the Owner for reviewing the Agreement and all related documents for a not to exceed sum of \$1,000; and

WHEREAS, the City shall pay a not to exceed sum of \$5,200 for the Sewer Easement as identified in the "Memorandum of Appraisal Update" prepared by Bender Rosenthal Incorporated; and

WHEREAS, the Easement Deed and Agreement are in a form acceptable to the City Attorney:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Folsom authorizes the City Manager to execute Resolution No. 00000 – A Resolution Authorizing the City Manager to Execute a Sewer Easement and Maintenance Agreement between 9900 Greenback Lane LLC and the City of Folsom for the Construction of the Greenback Sewer and Lift Station No.3 Project.

PASSED AND ADOPTED this 8th day of November, 2022, by the following roll-call vote:

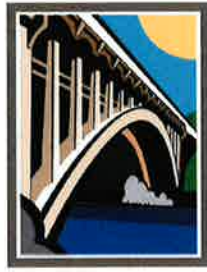
AYES: Councilmember(s):
NOES: Councilmember(s):
ABSENT: Councilmember(s):
ABSTAIN: Councilmember(s):

Kerri M. Howell, MAYOR

ATTEST:

Christa Freemantle, CITY CLERK

ATTACHMENT 2



CITY OF
FOLSOM
DISTINCTIVE BY NATURE

**GREENBACK SEWER AND LIFT STATION NO. 3 EASEMENT AND
MAINTENANCE AGREEMENT
ASSOCIATED WITH 9900 GREENBACK LANE**

THIS GREENBACK SEWER AND LIFT STATION NO. 3 EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”) is made and entered into this 12th day of September, 2022 between 9900 Greenback Lane, LLC (hereinafter referred to as “Owner”), and the City of Folsom, a Municipal Corporation (hereinafter referred to as “City”), relating to Greenback Sewer and Lift Station No. 3 Project (“Project”) on Owner’s property located at 9900 Greenback Lane, in Folsom, California (“Property”).

RECITALS

WHEREAS, City is undertaking improvements to the Greenback Sewer and Lift Station No. 3 as part of the Project in the vicinity of the Property; and

WHEREAS, improvements to the Greenback Sewer and Lift Station No. 3 are key components of the Project essential to maintain integrity and operation of the sanitary sewer collection system; and

WHEREAS, Owner desires to grant to City a sewer easement and agrees to the necessary improvements on Owner’s Property as shown in Exhibit “A” and in Exhibit “B” and incorporated herein by reference.

WHEREAS, Owner owns the Property shown in Exhibit “C” attached hereto and incorporated herein by reference; and,

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, do hereby agree as follows:

1. INCORPORATION OF RECITALS

The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.

2. GRANT OF SEWER EASEMENT

For valuable consideration, the amount and sufficiency of which have been received and acknowledged, Owner agrees to grant to City a sewer easement shown in a grant deed attached hereto as Exhibit "D" and accompanying Title Report attached hereto as Exhibit "E" and incorporated herein by reference. Owner represents and warrants that it is sole owner of the Property and that it has full power and lawful authority to grant said sewer easement to City.

3. PROJECT

The Project as shown in Exhibit "F" will re-direct all sewer flows from Lift Station No. 3 over to Lift Station No. 2. The project will increase the efficiency of Lift Station No. 2 while decommissioning Lift Station No. 3 as an active pump station. For potential emergency and operational purposes, the City will purchase a new trailer mounted portable bypass pump. The portable pump and existing ancillary equipment associated with Lift Station No. 3 will service as a backup to Lift Station No. 2 in the event that Lift Station No. 2 needs to be taken out of service.

It is understood that Owner shall not be responsible for any cost or expense related to Greenback Sewer and Lift Station No. 3 Project or the maintenance of Greenback Sewer and Lift Station No. 3 Project.

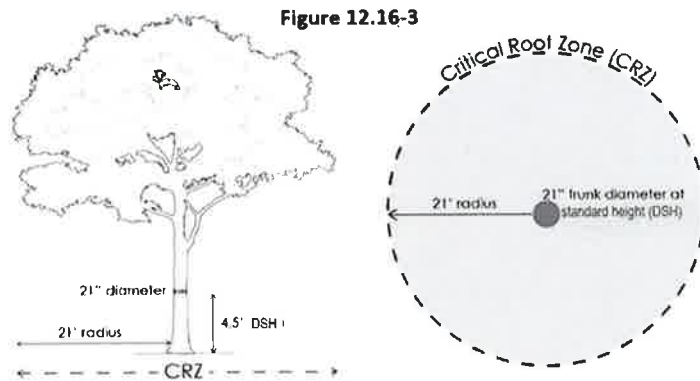
4. PAYMENT OF EXPENSES

- A. City will prepare for and pay for any documents and fees necessary to obtain either easement acquisition, land purchase and/or Agreement Preparation that is related to completing the Project.
- B. City shall pay reasonable legal fees and expenses incurred by Owner for reviewing this Agreement and all related documents not to exceed the sum of \$1,000.
- C. City shall pay a not to exceed sum of \$5,200 for the Sewer Easement as identified in the "Memorandum of Appraisal Update" prepared by Bender Rosenthal Incorporated as shown in Exhibit "G".

5. CONSTRUCTION CONSIDERATIONS

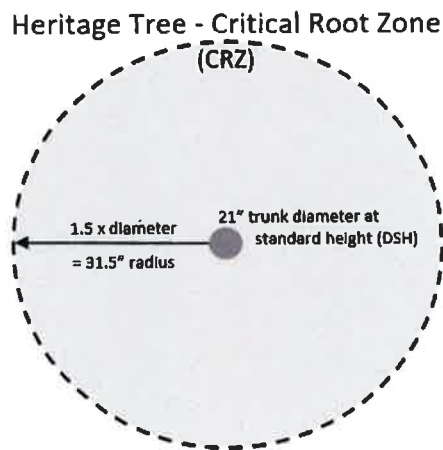
- A. City shall exercise reasonable efforts to avoid inconveniencing Owner and its tenants residing on the Property during construction of the Project.
- B. The Project shall be constructed and installed on the Designated Property, as shown in Exhibit "C".

- C. Any on-site work associated with the project which takes place underneath dripline of trees at 9900 Greenback Lane shall conform to the following:
- a. City will have an arborist on-site during excavation.
 - b. The arborist will monitor the health of the trees to be preserved and ensure appropriate tree management actions take place in accordance with the most recent version of the International Society of Arboriculture's *Best Management Practices – "Managing Trees During Construction"* and the City of Folsom's Tree Care and Maintenance Standards.
 - c. All construction activities conducted within the Critical Root Zone (CRZ) of trees shall be performed under the direct supervision of the project arborist.
 - d. Excavation within the CRZ of existing trees shall be performed via hydro vacuum excavation or air spade under the direct supervision of a qualified project arborist. Any necessary root pruning following the excavation activities shall be performed with sharp, sterile hand tools. Roots that have been ripped, torn, or crushed shall be traced to undamaged tissue and cut cleanly, resulting in a flat surface with the adjacent bark firmly attached.
 - e. Roots exposed from grade cuts or trenching shall not be allowed to dry out. The cut faces of open trenches shall be wet down every 24 hours until backfilled to prevent root desiccation. If roots will be exposed overnight or if directed by the project arborist, the cut faces shall be moistened and covered until backfilled.
 - f. Following backfill of the trench, the area shall be thoroughly hand irrigated.
 - g. Any pruning for construction clearance shall be performed by or under the direct supervision of the project arborist.
 - h. The following actions are prohibited within the CRZ:
 - i. Parking of vehicles, equipment, or storage of material.
 - ii. Wounding or breaking tree trunks or branches through contact with vehicles or heavy equipment.
 - iii. Contamination of soil by washing out equipment or conducting vehicle maintenance.
 - i. A certification letter by the project arborist attesting compliance with these requirements shall be submitted to the City and the owner of 9900 Greenback Lane upon project completion.
 - j. "Critical Root Zone (CRZ)" means the area of soil extending from the tree trunk where roots required for future tree health and survival are located. This critical root zone area for all trees except heritage trees is a circle with a minimum radius of one foot for every one inch in trunk diameter at Diameter Breast Height (DBH). Refer to Figure 12.16-3 below:



- k. For heritage trees, the critical root zone area shall be a circle with a minimum radius of one and one-half feet for every one inch in trunk diameter at DSH, unless reduced by the project arborist.

Figure 12.16-4



- D. In the event that any of the five (5) Redwood trees as identified on sheet C103 and sheet C106 of the Greenback Sewer and Lift Station No. 3 Project die or fall over, the City will indemnify, defend and save the undersigned owners harmless against any and all loss, damage and/or liability, for a period of five (5) years starting from the Notice of Completion of the Greenback Sewer and Lift Station No. 3 Project, which is suffered arising from or connected with the use and/or entry onto the Property by City and/or its agents during the term of this Permission to Enter. In the event that any of the five (5) Redwood trees die or fall over within a period of five (5) years starting from the Notice of Completion of the Greenback Sewer and Lift Station No. 3 Project, the City's obligation to indemnify the owners shall include but not be limited to replacement of the dead or fallen tree(s). City shall at all times maintain, and require all contractors, subcontractors and agents to maintain, adequate liability insurance with coverage amounts not less than One Million Dollars (\$1,000,000) per occurrence and worker's compensation insurance covering all aspects of the Permitted Work.

6. PORTABLE BYPASS PUMP LOCATION AND HOURS OF OPERATION

- A. When the portable bypass pump is not in use, the portable bypass pump will not be stored at Lift Station No. 3.
- B. Defined below are the conditions of use at Lift Station No. 3 for bypass pump operation:
 - a. Emergency Operations such as a sewer force main break or pump failure that would have a duration of no more than 14 days of continuous portable bypass pump operations.
 - b. Temporary Operations such as sewer line cleaning, sewer line inspection, spot repair, training, or other City operations that would have a duration of no more than 30 days of continuous portable bypass pump operations.
- C. In the event that the portable bypass pump operations exceed the defined time frames as outlined in 6.B., the City will coordinate with the Owner in advance prior to exceeding the time frames.
- D. The portable bypass pump purchased by the City will include sound attenuation in order to minimize the noise during operations.
- E. The City will take all commercially available measures necessary to abate noxious or offensive odors during operation of the portable bypass pump.

7. INDEMNITY

City agrees to indemnify, defend, and hold harmless the Owner from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the sole negligence of the City and its employees in connection with this Agreement. City assumes no responsibility to indemnify Owner for the negligent acts or omissions of Owner, its officers, officials, employees, agents, and volunteers.

8. FURTHER ASSURANCES

Owner shall execute and deliver to City any and all documents furthering the intent of this Agreement, including but not limited to documents granting a sewer easement to the City for the purpose of the Project.

9. VENUE

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sacramento.

10. AMENDMENT

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

11. INTEGRATION

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

12. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provisions, and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

13. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

[END OF DOCUMENT – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

OWNER:

(If a corporation, must be signed by two officers of the corporation per Corporations Code section 313.)

9900 Greenback Lane LLC Property

10/14/22
Date

94-3192723
Tax I.D. Number


Signature

Signature

Timothy McDonnell

Print Name

Print Name

President
Title

Title

CITY OF FOLSOM, A Municipal Corporation:

Date

Elaine Andersen, City Manager

ATTEST:

FUNDING AVAILABLE:

Christa Freemantle, City Clerk Date

Stacey Tamagni, Finance Director Date

ORIGINAL APPROVED AS TO CONTENT:

ORIGINAL APPROVED AS TO FORM:

Marcus Yasutake, Date
Environmental & Water Resources Director

Steven Wang, City Attorney Date

NOTICE: SIGNATURE(S) ON BEHALF OF CONSULTANT MUST BE NOTARIZED.
A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 San Mateo)

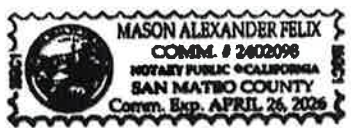
On October 11th 2022 before me, Mason Felix (Notary public)
(here insert name and title of the officer)

personally appeared Timothy Mc Donnell

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 *[Handwritten Signature]*

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

 containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
 Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)

EXHIBIT A

[Legal Description]

August 31, 2022

EXHIBIT 'A'

**SEWER LIFT STATION EASEMENT
LEGAL DESCRIPTION**

A portion of Parcel 1 as shown on Parcel Map recorded in Book 19, of Parcel Maps, Page 25, Records of Sacramento County, located in Lot 2 of Section 35, Township 10 North, Range 7 East, M.D.B.& M., County of Sacramento, State of California, described as follows:

Commencing at the southeast corner of said Parcel 1, thence North 52°48'15" West along the easterly line of said Parcel 1 a distance of 105.26 feet to the easterly extend of the northerly line of City of Folsom Sewer Easement as shown on said Parcel Map and **True Point of Beginning**; thence leaving said easterly line of said Parcel 1 along northerly and easterly line of said City Easement the following four (4) consecutive courses and distance:

1. North 82°58'24" West a distance of 67.17 feet;
2. South 07°01'36" West a distance 6.74 feet;
3. North 82°58'24" West a distance of 2.11 feet;
4. North 05°03'45" East a distance of 47.99 feet to a point on the easterly line of said Parcel

1; thence South 52°48'15" East along said easterly line a distance of 82.03 feet to **Point of Beginning**.

Containing 1448 square feet, more or less.

The above-described easement is shown on Exhibit "B" attached hereto and made a part hereof.

The basis of bearings of this description is based on Parcel 1 as shown on Parcel Map recorded in Book 19, of Parcel Maps, Page 25, Records of Sacramento County. All distances are Ground distances.

End of Description

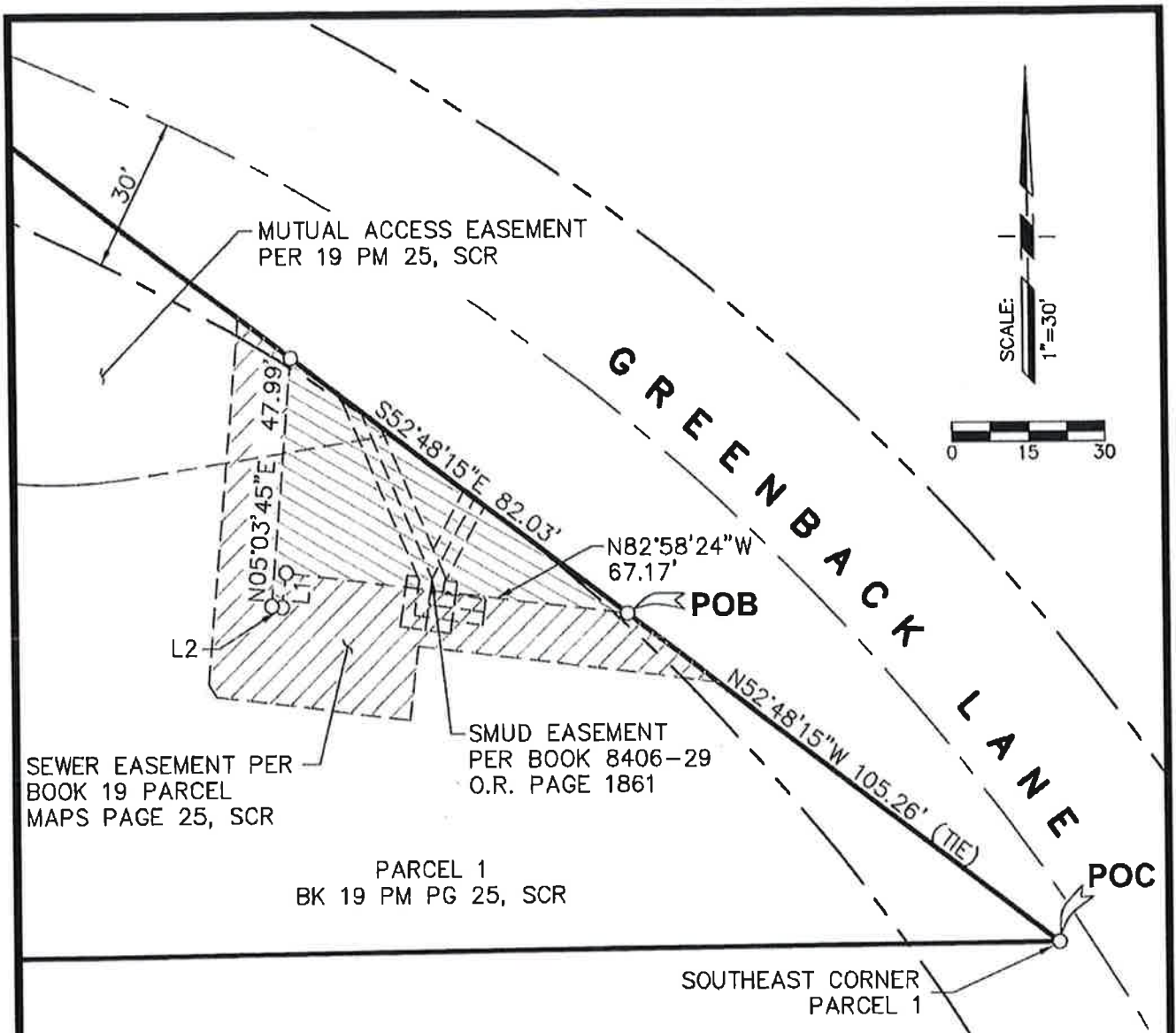
This description was prepared by me or under my direction:

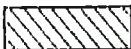
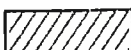
 8-31-2022
Dana John Remington L.S. 8448



EXHIBIT B

[Plat Map]



-  PROPOSED SEWER ESMT
1448± SQ. FEET
-  SEWER ESMT PER
BK 19 PM Pg 25

LINE TABLE

NO.	BEARING	DISTANCE
L1	S07°01'36"W	6.74'
L2	N82°58'24"W	2.11'



EXHIBIT 'B'
SEWER LIFT
STATION EASEMENT
 A PORTION OF LOT 2
 SECTION 35, T.10 N., R.7 E., M.D.B.M.
 CITY OF FOLSOM
 SACRAMENTO COUNTY, CALIFORNIA
 SCALE: 1"=30' AUGUST 2022

PSOMAS

11661 Blocker Drive, Suite 200
 Auburn, Ca. 95803
 (800) 400-7072

EXHIBIT C

[Parcel Map]

19/25

PARCEL MAP
 PORTION OF LOT 2 OF SECTION 35-T.10N.,R.7E.,M.D.B.&M.
 CITY OF FOLSOM, COUNTY OF SACRAMENTO, CALIFORNIA
 JULY 1974 SCALE 1"=50'
 ALDO CRESTETTO CIVIL ENGINEER

SOUTHWEST CORNER OF LOT 4
 OF SECTION 26-T.10N.-R.7E.
 M.D.B.&M.

SURVEYOR'S CERTIFICATE:

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act at the request of Mr. Richard N. Dick of the Adarada Corporation in April 1973. I hereby certify that it conforms to the approved tentative map and the conditions of approval thereof; that all provisions of applicable State law and local ordinances have been complied with.

Aldo Crestetto July 23, 1974 (S&D)
 Aldo Crestetto R.C.E. 6627

COUNTY SURVEYOR'S CERTIFICATE:

This map has been examined this 26th day of Aug. 1974; for conformance with the requirements of Section 11575 of the Subdivision Map Act.

Signed Lee D. Kiser
 County Surveyor of Sacramento County

RECORDER'S CERTIFICATE: 80645

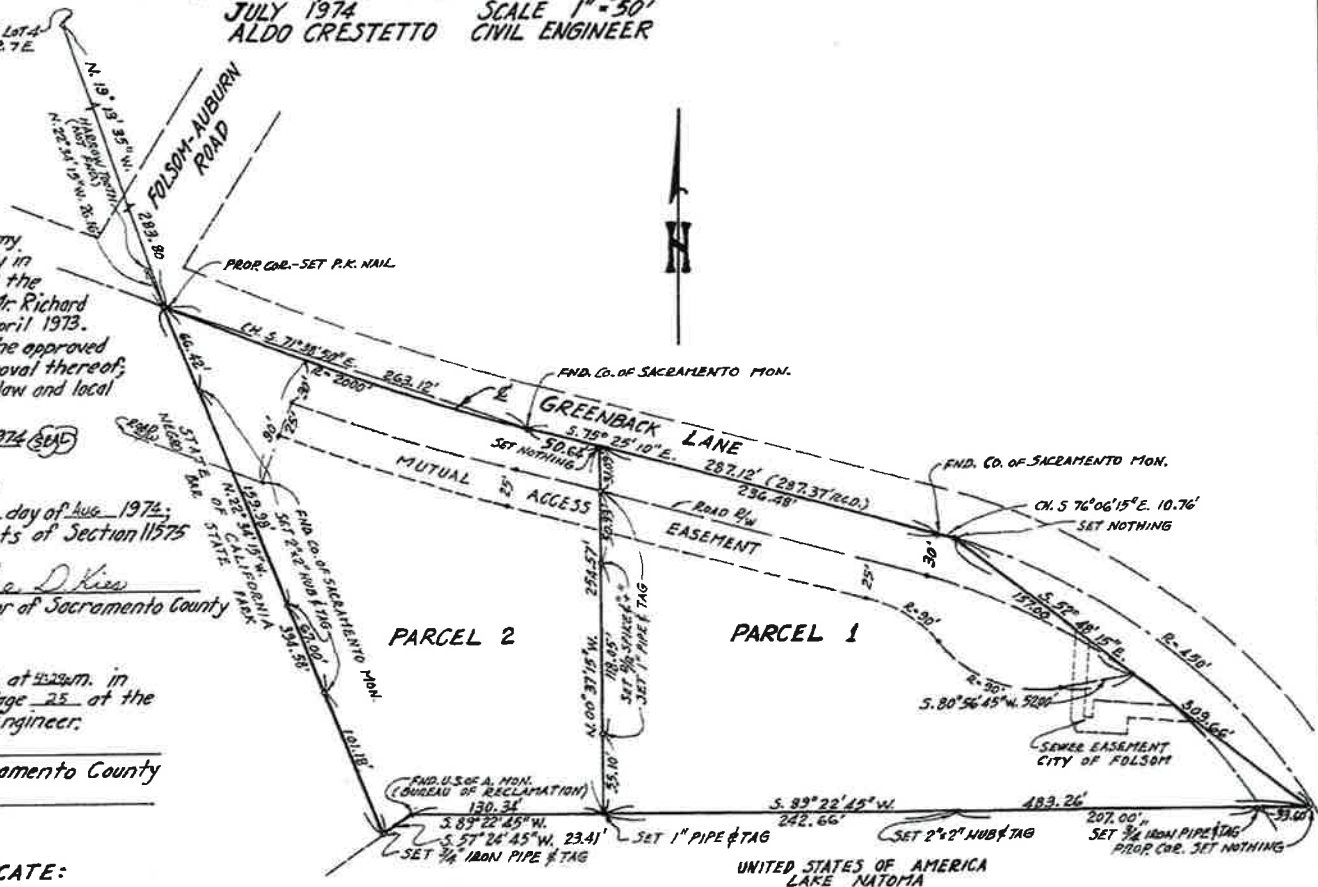
Filed this 26th day of August 1974, at 4:22pm. in Book 19 of Parcel Maps at Page 25 at the request of Aldo Crestetto, Civil Engineer.

LEONARD J. HOOPER
 County Recorder of Sacramento County
 By: Luana Lee
 Deputy

CITY ADMINISTRATOR'S CERTIFICATE:

I hereby certify that the City of Folsom has approved this parcel map.

Dated August 23 1974
David Thomas
 City Administrator



9/6 370/233

EXHIBIT D
[Easement Deed]

NO FEE, For the benefit of the City of Folsom pursuant to Government Code 6103

RECORDING REQUESTED BY:
City of Folsom

WHEN RECORDED MAIL TO:

NAME

STREET ADDRESS

CITY STATE ZIP

City of Folsom
50 Natoma Street
Folsom, CA 95630
Attn: City Clerk

SPACE ABOVE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$0; R & T Code 11922

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT THE TIME OF SALE.

PUBLIC SEWER EASEMENT DEED

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

9900 Greenback Lane, LLC, A CALIFORNIA CORPORATION

Hereby **GRANT(S)** to The City of Folsom, a municipal corporation, The following described Public Sewer Easement in the City of Folsom, County of Sacramento, State of California, described as follows:

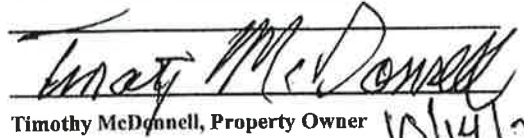
An easement and right of way for the Installation, Repair, Removal, or Replacement of the existing Sewer Lift Station No. 3 and any Underground Sewer Lines together with and all appurtenances pertaining thereto, on, over, under, and across that portion of real property described as follows:

See the Attached Exhibit A (Legal Description) & Exhibit B (Plat Map)

Together with the perpetual right of ingress to and egress from said property for the purpose of exercising and performing all of the rights and privileges herein granted.

9900 Greenback Lane, LLC,
A CALIFORNIA CORPORATION

BY:



Timothy McDonnell, Property Owner

10/14/22

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE

Name

Street Address

City & State

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided.

A certificate of acknowledgment in accordance with the provisions of California Civil Code section 1189 must be attached for each person executing this agreement on behalf of consultant. This section provides, at part (b): "Any certificate of acknowledgment taken in another place shall be sufficient in this state if it is taken in accordance with the laws of the place where the acknowledgment is made."

STATE OF CALIFORNIA)
COUNTY OF San Mateo)

On October 14th, 2022 before me, Mason Felix, Notary Public, personally appeared Timothy McDonnell, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

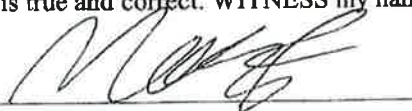
Signature  (Seal)



EXHIBIT E

[Title Report]

CLTA GUARANTEE FORM NO. 28 (06-05-14) CONDITION OF TITLE GUARANTEE

North American Title Insurance Company

Guarantee No.: 54606-22-01252

Amount of Liability: \$2,500.00

Date of Guarantee: February 8, 2022 at 12:00 AM

Fee: \$500.00

SCHEDULE A

1. Name of Assured: Associated Right of Way Services

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

3. The Land referred to in this Guarantee is described as follows:

REAL PROPERTY LOCATED IN THE CITY OF FOLSOM, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN ON THE PARCEL MAP ENTITLED "PORTION OF LOT 2 SECTION 35 - T, 10 N., R. 7 E., M.D.B. & M., FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIF. ON AUGUST 26, 1974 IN BOOK 19 OF PARCEL MAP NO. 25.

EXCEPTING ANY LAND WITHIN THE NATURAL BED OF THE AMERICAN RIVER BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

PROPERTY ADDRESS: 9900 GREENBACK LANE, FOLSOM, CA 95630

APN: 223-0062-019-0000

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

9900 Greenback Lane LLC, a California limited liability company

- b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

NORTH AMERICAN TITLE COMPANY, INC.

North American Title Insurance Company

Emilio Fernandez

President

 By 

NATIC
NORTH AMERICAN TITLE INSURANCE COMPANY

By: _____
Authorized Officer or Agent

CLTA GUARANTEE FORM NO. 28 (06-05-14) CONDITION OF TITLE GUARANTEE

North American Title Insurance Company

Guarantee No.: 54606-22-01252

Amount of Liability: \$2,500.00

Date of Guarantee: February 8, 2022 at 12:00 AM

Fee: \$500.00

SCHEDULE B

1. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2021-2022 .

First Installment: \$8,145.64 DELINQUENT

Penalty: \$814.56

Second Installment: \$8,145.64 OPEN (Due by 04/10/2022)

Penalty: \$834.56

Tax Rate Area: 04-006

A.P. No.: 223-0062-019-0000

3. The lien of defaulted taxes for the fiscal year 2019-2020, and any subsequent delinquencies.

Tax Rate Area: 04-006

A.P. No.: 223-0062-019-0000

Amount to redeem: \$34,548.74

Valid through: February 28, 2022

Amount to redeem: \$34,949.33

Valid through: March 31, 2022

Please contact the tax office to verify the payoff amount.

4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. Any unpaid amounts for delinquent utilities owed to, or resultant liens in favor of, the County of Sacramento and/or any incorporated Cities within the County of Sacramento.

Contact the City of Elk Grove at (916) 478-3642, the City of Folsom at (916) 355-7200, the City of Galt at (209) 366-7150, or the City of Sacramento at (916) 264-5454 for information on amounts due to those cities for properties within those locations. Contact the County of Sacramento at (916) 875-5555 for information on amounts due to any other incorporated cities, and also for information on amounts due to the County.

6. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. 15, as disclosed by Notice of Special Tax Lien recorded January 31, 2002 in Book 20020131, Page 1903 of Official Records.

7. Rights of the public in and to that portion of the land lying within Greenback Lane.

8. Any and all offers of dedications, conditions, restrictions, easements, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description, including but not limited to:

SCHEDULE B
(Continued)

Easement for Mutual Access and Sewer and incidental purposes affecting as shown on said map.

9. An easement for underground electrical facilities, together with above-ground appurtenances and incidental purposes, recorded January 21, 1977 in Book 7701 21, Page 804 of Official Records.
In Favor of: Sacramento Municipal Utility District
Affects: Strips of land 5 & 10 feet in width traversing portions of the land herein described

Terms and provisions contained in the above document.

10. An easement for electrical facilities and incidental purposes, recorded June 29, 1984 in Book 8406 29, Page 1861 of Official Records.

In Favor of: Sacramento Municipal Utility District
Affects: A portion of said land, as described therein

Terms and provisions contained in the above document.

11. An unrecorded lease dated December 30, 2003, executed by None Shown as lessor and Steakhouse Partners, Inc., a Delaware corporation and Paragon Steakhouse Restaurants, Inc., a Delaware corporation as lessee, as disclosed by a Class 4 Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filing recorded August 11, 2004 as in Book 20040811, Page 1842 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

A Deed of Trust to secure an original indebtedness of \$5,030,000.00 recorded August 11, 2004 in Book 20040811, Page 1842 of Official Records.

Dated: December 30, 2003

Trustor: Steakhouse Partners, Inc., a Delaware corporation, Paragon Steakhouse Restaurants, Inc., a Delaware corporation

Trustee: Chicago Title Insurance Company

Beneficiary: Scott Avila, solely in his capacity as Trustee of the Creditor Trust established pursuant to the order confirming First Amended Joint Plan of Reorganization of Steakhouse Partners, Inc., et al., and the Creditor Trust executed pursuant thereto

12. A Deed of Trust to secure an original indebtedness of \$1,025,000.00 recorded September 30, 2019 as/in Book 20190930 Page 1360 of Official Records.

Dated: September 25, 2019

Trustor: 9900 Greenback Lane, LLC, a California limited liability company

Trustee: Community Bank of the Bay

Beneficiary: Community Bank of the Bay

Affects:

The land and other property.

SCHEDULE B
(Continued)

A request of notice of delinquencies pursuant to Section 2924e of the California Civil Code was recorded November 6, 2019 as/in Book 20191106 Page 1352 of Official Records.

A document entitled "Assignment of Rents" recorded September 30, 2019 as/in Book 20190930 Page 1361 of Official Records, as additional security for the payment of the indebtedness secured by the deed of trust recorded September 30, 2019 as Book 20190930 Page 1360 of Official Records.

13. A document entitled "Hazardous Substances Certificate and Indemnity Agreement", recorded September 30, 2019 as Book 20190930 Page 1362 of Official Records.

14. A Deed of Trust to secure an original indebtedness of \$845,000.00 recorded November 6, 2019 as/in Book 20191106 Page 1350 of Official Records.

Dated: October 23, 2019

Trustor: 9900 Greenback Lane, LLC, a California limited liability company

Trustee: Ticor Title

Beneficiary: Bay Area Development Company

Affects:

The land and other property.

According to the public records, the beneficial interest under the deed of trust was assigned to U.S. Small Business Administration by assignment recorded November 6, 2019 as/in Book 20191106 Page 1351 of Official Records.

15. An unrecorded lease dated October 1, 2019, executed by 9900 Greenback Lane, LLC as lessor and C.H. Folsom Inc., as lessee, as disclosed by a Memorandum of Lease and Subordination Agreement recorded November 6, 2019 as Book 20191106 Page 1353 of Official Records.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records.

A document recorded November 6, 2019 as Instrument No. 201911061353 of Official Records provides that the above Lease was subordinated to the Deed of Trust recorded November 6, 2019 as Instrument No. 201911061350 of Official Records.

16. The terms and provisions contained in the document entitled " Third Party Lender Agreement " recorded November 6, 2019 as Book 20191106 Page 1354 of Official Records.

17. An easement for the right from time to time to construct, place, inspect, remove, replace, maintain and use electrical and communication facilities consisting of underground conduits, wires and cables, with associated, above-ground or below-ground transformers, transformer pads, pedestals, service equipment, terminals, splicing, switching and pull boxes, switch and fuse cubicles, cubicle pads, and all other necessary fixtures and appurtenances and incidental purposes, recorded August 13, 2021 as/in Book 20210813 Page 1552, Official Records.

In Favor of: Sacramento Municipal Utility District, a municipal utility district

Affects: a portion of said land

SCHEDULE B
(Continued)

Terms and provisions contained in the above document.

18. With respect to 9900 Greenback Lane LLC, a California limited liability company:
- a. A copy of its operating agreement and any amendments thereto;
 - b. If it is a California limited liability company, that a certified copy of its articles of organization (LLC-1) and any certificate of correction (LLC-11), certificate of amendment (LLC-2), or restatement of articles of organization (LLC-10) be recorded in the public records;
 - c. If it is a foreign limited liability company, that a certified copy of its application for registration (LLC-5) be recorded in the public records;
 - d. With respect to any deed, deed of trust, lease, subordination agreement or other document or instrument executed by such limited liability company and presented for recordation by the Company or upon which the Company is asked to rely, that such document or instrument be executed in accordance with one of the following, as appropriate:
 - (i) If the limited liability company properly operates through officers appointed or elected pursuant to the terms of a written operating agreement, such document must be executed by at least two duly elected or appointed officers, as follows: the chairman of the board, the president or any vice president, and any secretary, assistant secretary, the chief financial officer or any assistant treasurer;
 - (ii) If the limited liability company properly operates through a manager or managers identified in the articles of organization and/or duly elected pursuant to the terms of a written operating agreement, such document must be executed by at least two such managers or by one manager if the limited liability company properly operates with the existence of only one manager.
 - e. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require

CLTA GUARANTEE FORM NO. 28 (06-05-14) CONDITION OF TITLE GUARANTEE

North American Title Insurance Company

EXHIBIT A

The land referred to in this Policy is described as follows:

REAL PROPERTY LOCATED IN THE CITY OF FOLSOM, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN ON THE PARCEL MAP ENTITLED "PORTION OF LOT 2 SECTION 35 - T, 10 N., R. 7 E., M.D.B. & M., FILED IN THE OFFICE OF THE RECORDER OF SACRAMENTO COUNTY, CALIF. ON AUGUST 26, 1974 IN BOOK 19 OF PARCEL MAP NO. 25.

EXCEPTING ANY LAND WITHIN THE NATURAL BED OF THE AMERICAN RIVER BELOW THE ORDINARY HIGH WATER MARK WHERE IT WAS LOCATED PRIOR TO ANY ARTIFICIAL OR AVULSIVE CHANGES IN THE LOCATION OF THE SHORELINE.

PROPERTY ADDRESS: 9900 GREENBACK LANE, FOLSOM, CA 95630

APN: 223-0062-019-0000

The Doma Family of Companies

FACTS	WHAT DOES THE DOMA FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?	
	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • Transaction history and payment history • Purchase history and account balances 	
	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.	
Reasons we can share your personal information	Does Doma share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes To offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1 (855) 306-0237	

Other important information

*California Residents – Effective January 1, 2020, the California Consumer Privacy Act allows California residents, upon a verifiable consumer request, to request that a business that collects consumers' personal information give consumers access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that the business has collected about the consumer, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. If a business does not produce the information or delete the consumer's personal information as requested, it must provide an explanation in terms of the exemptions and exceptions provided under the CCPA. To contact us with questions about our compliance with the CCPA, call 1 (650) 419-3827 or email info@doma.com.

Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • Doma doesn't jointly market.

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc. States Title Holding, Inc. Doma Corporate, LLC Doma Home Insurance Services, LLC Doma Insurance Agency, Inc. Doma Insurance Agency of Colorado, Inc. Doma Insurance Agency of Florida, Inc. Doma Insurance Agency of Illinois, Inc. Doma Insurance Agency of Indiana, LLC Doma Insurance Agency of Minnesota, Inc. Doma Title Agency of Nevada, Inc. Doma Insurance Agency of New Jersey, Inc.	Doma Insurance Agency of Texas, Inc. Doma Insurance Agency of Utah, LLC Doma Title Insurance, Inc. Doma Trustee Services, LLC Doma Insurance Agency of Arizona, Inc. Doma Title of California, Inc. NASSA LLC North American Title Insurance Company North American Asset Development, LLC North American Services, LLC Spear Agency Acquisition Inc. States Title, LLC Title Agency Holdco, LLC
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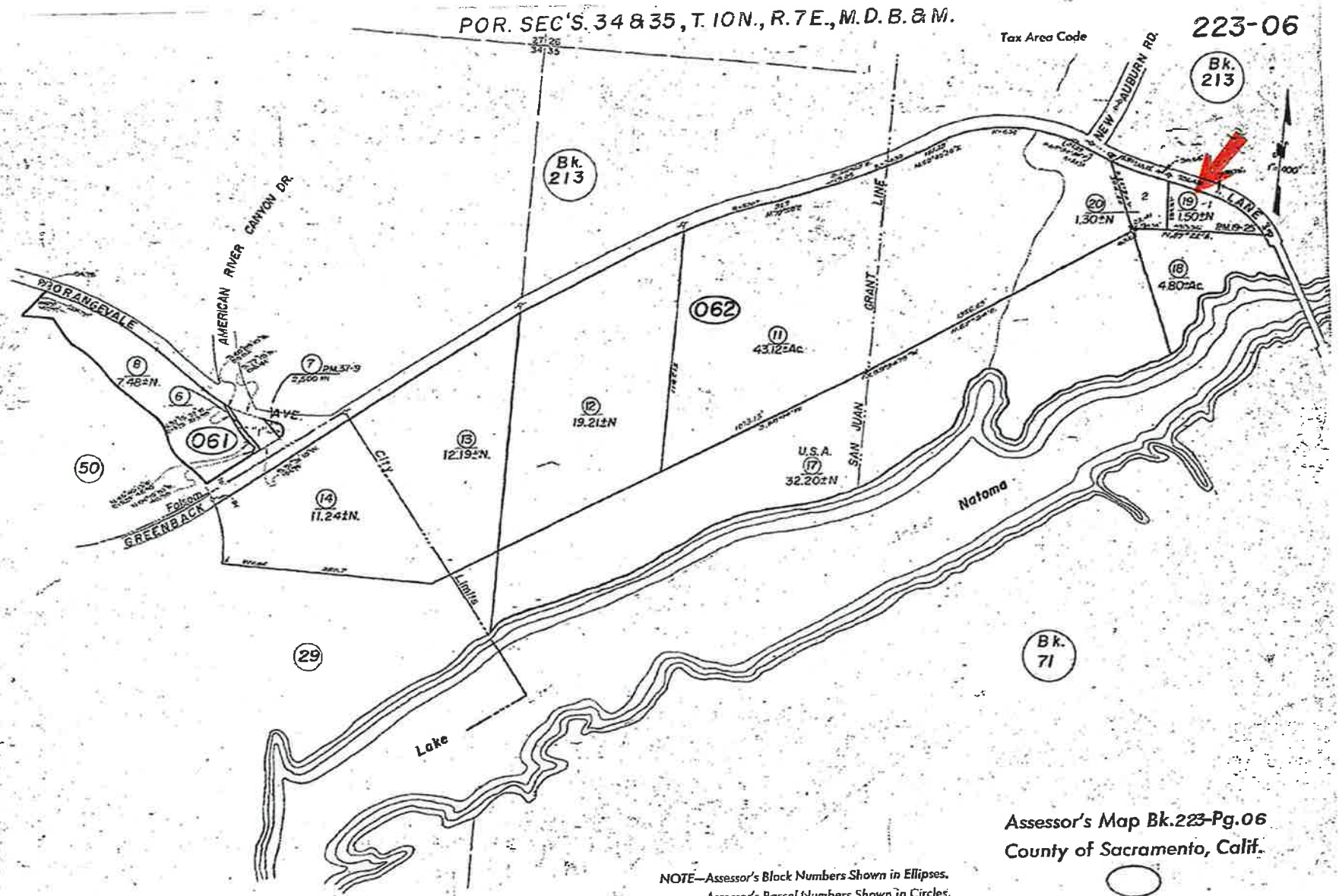


EXHIBIT F

[Greenback Sewer and Lift Station No. 3 Project Plans]

CITY OF FOLSOM IMPROVEMENT PLANS FOR: **GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT**

VOLUME 2: PROJECT DRAWINGS
100% SUBMITTAL
JUNE 2022



VICINITY MAP
NOT TO SCALE



LOCATION MAP
NOT TO SCALE

NOTE:
1. PUMP STATION NO. 2 LOCATION
610 RIVER WAY, FOLSOM, CA 95630



APPROVED BY: _____	DATE: _____
STEVE KEARNEY, PE CITY ENGINEER	
APPROVED BY: _____	DATE: _____
MARCUS YASSTAKE, PE ENVIRONMENTAL AND WATER RESOURCES DIRECTOR	



REVISIONS		BENCH MARK		FIELD BOOK		SCALE		DRAWN BY		DESIGNED BY		CHECKED BY	
NO.	DESCRIPTION	DATE	BY	DESCRIPTION	ELEV.	DATE	BY	DATE	DATE	DATE	DATE	DATE	DATE

IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
TITLE SHEET, VICINITY MAP AND LOCATION MAP

SHEET
G001
1 of 23

PUMP STATION NO. 3 REHABILITATION PROJECT

DWG No.	SHEET No.	DESCRIPTION
GENERAL		
1	0001	TITLE SHEET, VICINITY MAP AND LOCATION MAP
2	0002	INDEX OF DRAWINGS AND GENERAL NOTES
3	0003	LEGEND, ABBREVIATIONS AND PIPING SYMBOLS
4	C101	BYPASS PLAN
CIVIL		
5	C101	PUMP STATION NO. 3 SITE PLAN
6	C102	YARD PIPING DETAILS
7	C103	SEWER MODIFICATIONS KEY PLAN
8	C104	SEWER MODIFICATIONS PARTIAL PLAN 1
9	C105	SEWER MODIFICATIONS PARTIAL PLAN 2
10	C106	SEWER MODIFICATIONS PARTIAL PLAN 3
11	C107	PIC LAUNCHING CONNECTION PLAN AND SECTION
12	C108	FOLSON-ALBURN RD/GREENBACK LANE SS MH MODIFICATIONS
13	C109	NEW 3" AIR RELEASE VALVE LOCATIONS AND DETAILS
14	C110	MANHOLE DETAILS
15	C111	BURIED MANHOLE AND AUTOMATIC FLUSHING STATION DETAILS
16	C112	CIVIL PHOTOS
17	C113	CIVIL DETAILS
DEMOLITION		
18	D001	PUMP STATION NO. 3 DEMOLITION NOTES
19	D101	EXISTING PUMP STATION NO. 3 SITE CIVIL DEMOLITION PLAN
20	D102	EXISTING PUMP STATION NO. 3 DEMOLITION PLAN
21	D103	EXISTING PUMP STATION NO. 3 DEMOLITION PHOTOS
MECHANICAL		
22	M101	PUMP STATION NO. 3 PIPING PLANS AND SECTIONS
23	M102	HAND WHEEL REHABILITATION



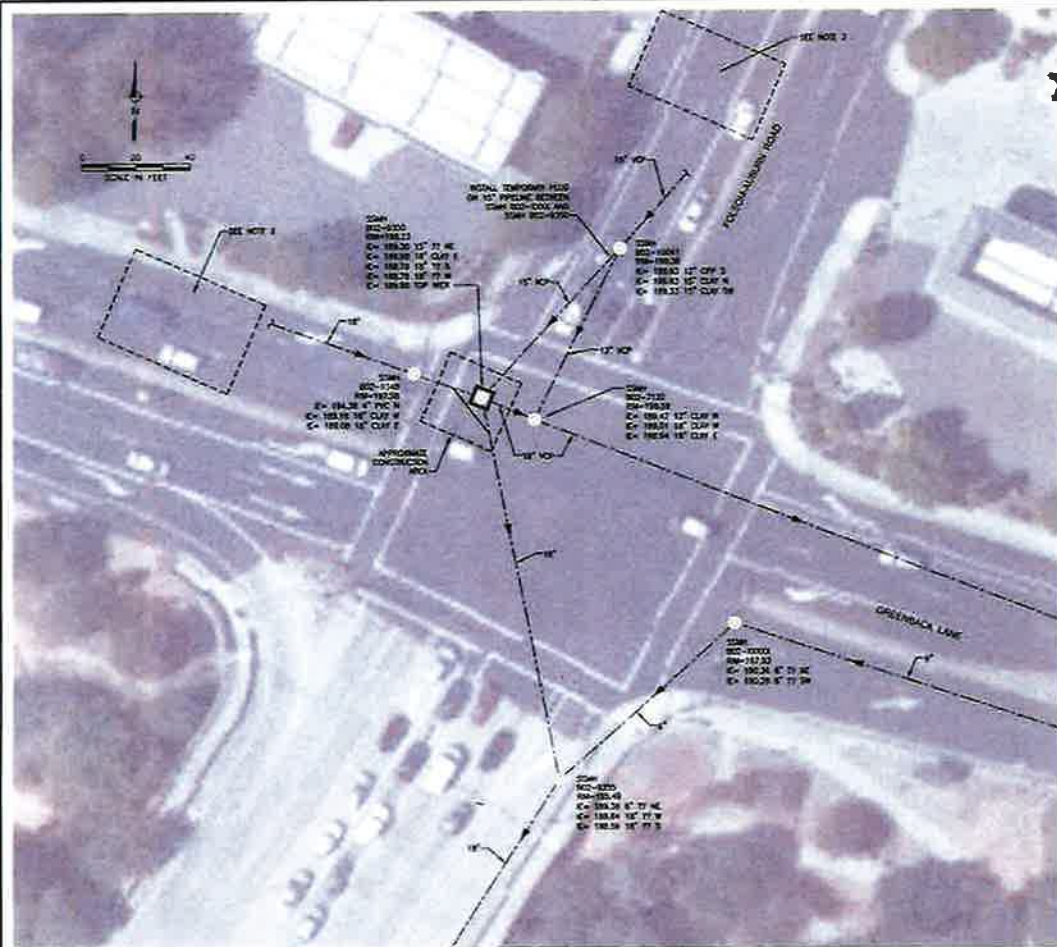
5/24/2022

REVISIONS		BENCH MARK	FIELD BOOK
NO.	DESCRIPTION		

SCALE	DRAWN BY: SMB	DRAWN BY: DS	CHECKED BY: TRB
HORIZ. 1"=100'	DATE:	R.C.L. 08847	R.C.E. 080715
VERT. 1"=10'	DATE:	DATE: 5/24/2022	DATE: 5/25/2022

IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
INDEX OF DRAWINGS AND GENERAL NOTES

SHEET
G002
 2 of 23



- NOTES**
- CONTRACTOR MAY PROPOSE ANOTHER BYPASS SYSTEM, SUCH AS BYPASS PUMPING, WITH APPROVAL BY THE CITY OF FOLSOM.
 - PEDESTRIAN AND VEHICULAR ACCESS:
 - THE BYPASS SYSTEM SHALL BE IMMEDIATELY PROTECTED AND LOCATED TO MINIMIZE DISRUPTION TO VEHICLE AND PEDESTRIAN TRAFFIC.
 - AT LOCATIONS WHERE BYPASS PIPING CROSSES ROADS, THE PIPING SHALL BE FLAGGED BY BARRIERS CONTROLLED BY THE CONTRACTOR. TRENCHES SHALL BE PLATED WITH 4x8x20x PLATES THAT ARE STAINED AND WELDED TOGETHER TO ALLOW TRAFFIC TO CROSS UNIMPACTED AFTER REMOVAL OF PIPING FROM TRENCH. RESTORE TO ORIGINAL CONDITIONS.
 - TEMPORARY FENCING AND SIGNS SHALL BE PROVIDED TO PREVENT UNAUTHORIZED ACCESS.
 - MAINTAIN MINIMUM OF ONE LANE OF TRAFFIC DURING NIGHT-TIME WORK HOURS. ALL LANES SHALL BE OPEN AT ALL OTHER TIMES.

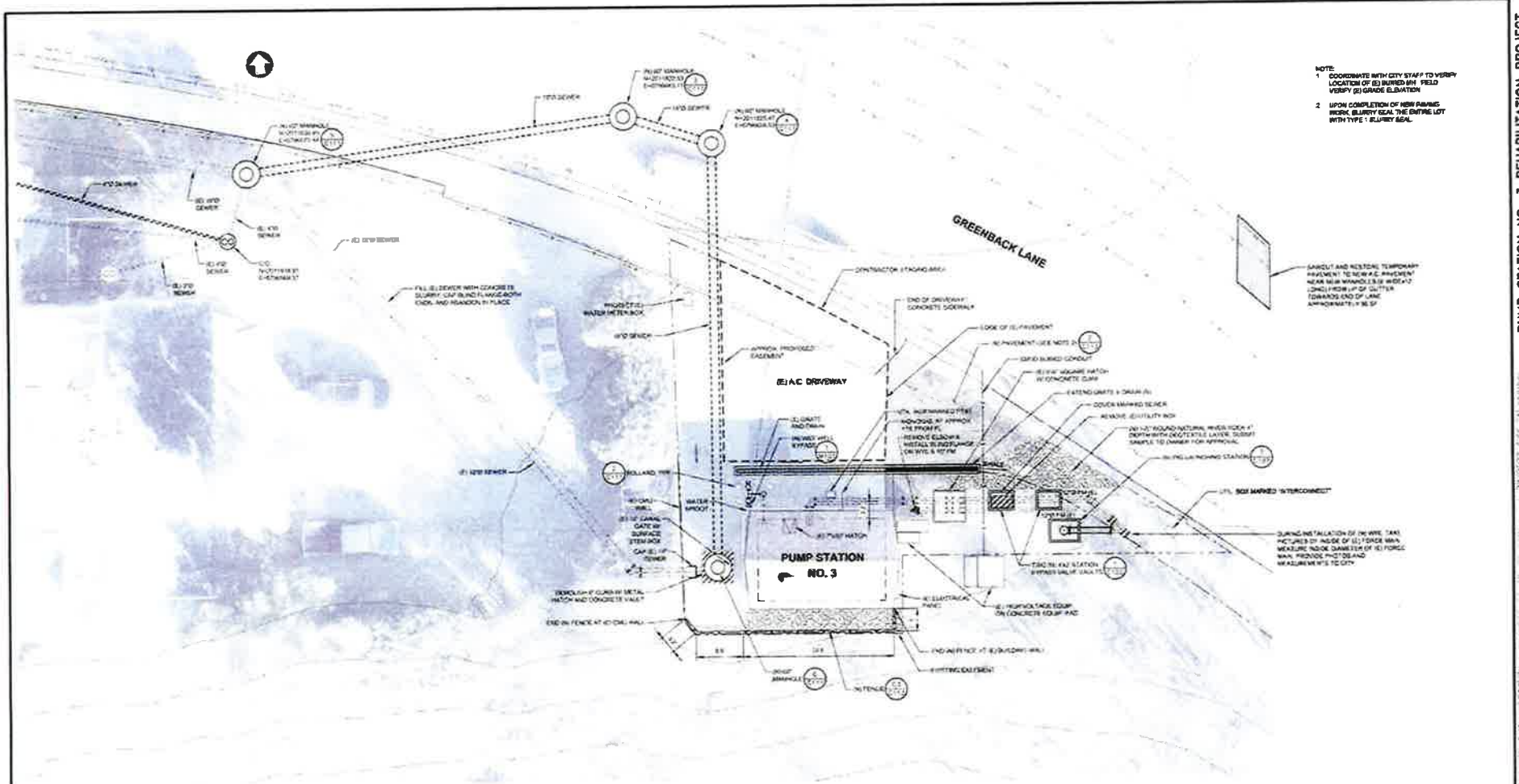
FLOW LOCATION	AVERAGE DRY WEATHER FLOW, MGD	WET WEATHER PEAK FLOW, MGD
802-1001-1004	0.8	2.37
802-1005-1008	0.28	0.72



REVISIONS		BENCH MARK DESCRIPTION	ELEVATION	MARK	FIELD BOOK	SCALE	DRAWN BY	DATE	DESIGN BY	DATE	CHECKED BY	DATE
NO.	DESCRIPTION											

IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
BYPASS PLAN

SHEET
G101
 4 OF 23

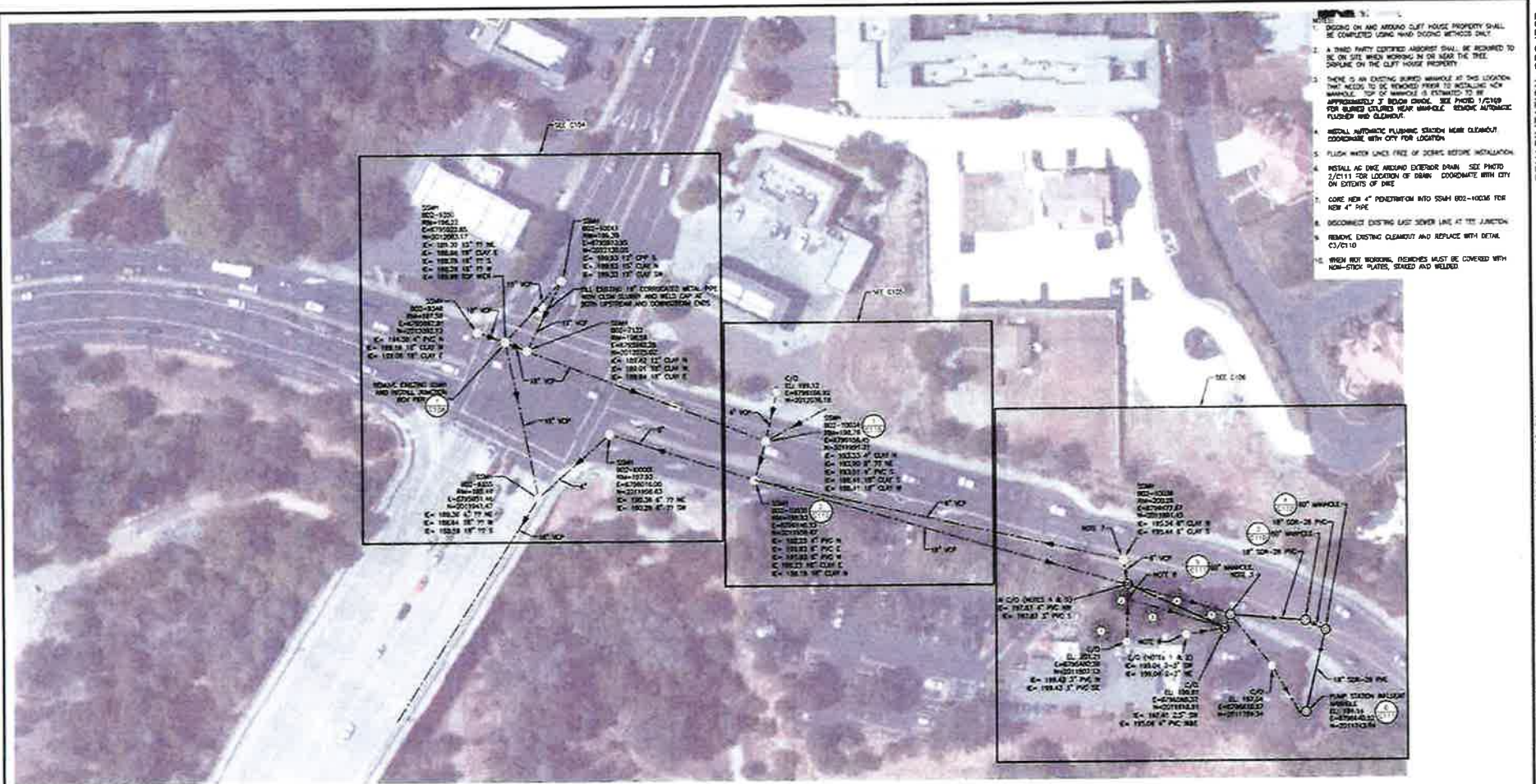


- NOTE
1. COORDINATE WITH CITY STAFF TO VERIFY LOCATION OF (E) BURIED BY FIELD VERIFY GUIDANCE ELEVATION
 2. UPON COMPLETION OF NEW PAVING WORK, SLURRY SEAL THE ENTIRE LOT WITH TYPE 1 SLURRY SEAL

SITE PLAN
SCALE: 1" = 6'



REVISIONS NO. DESCRIPTION DATE BY		BENCH MARK DESCRIPTION ELEV ZONE	FIELD BOOK NO. DATE	SCALE HORIZ. 1" = 6' VERT. 1" = 6'		DESIGNED BY: DME DATE:	DESIGN BY: OS R.C.E. CB8471 DATE: 5/24/2022	CHECKED BY: TRB R.C.E. CB9715 DATE: 8/28/2022	IMPROVEMENT PLANS FOR GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT PUMP STATION NO. 3 SITE PLAN	SHEET C101 5 OF 23
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REVISIONS		BENCH MARK	
NO.	DESCRIPTION	DATE	BY

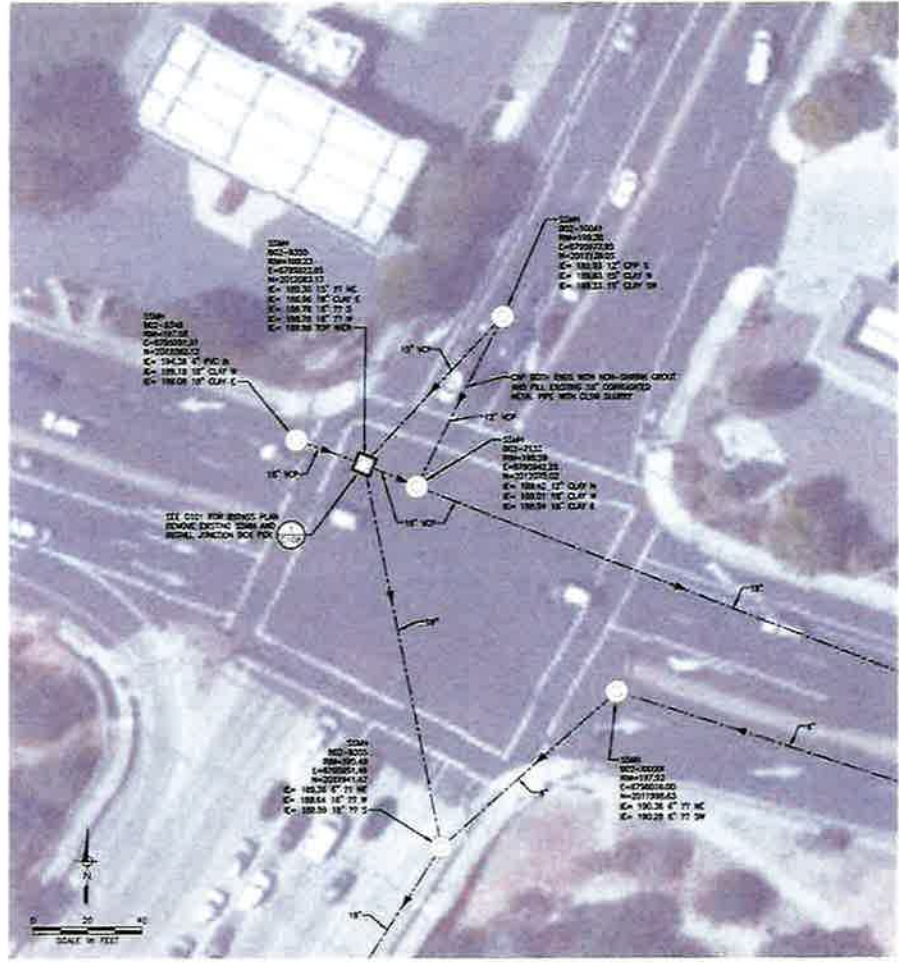
SCALE: 1" = 40'	DRAWN BY: DFB	DATE: 6/24/2022	DESIGN BY: DS	DATE: 6/24/2022	CHECKED BY: TRB	DATE: 9/20/2022
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IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
 EXISTING AND ALTERNATE SERVICE LATERAL LOCATIONS

SCALE: IN FEET

NO. 10

7 of 23



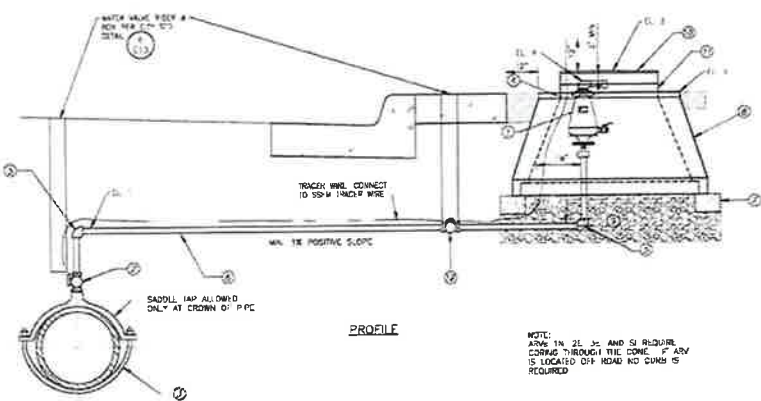
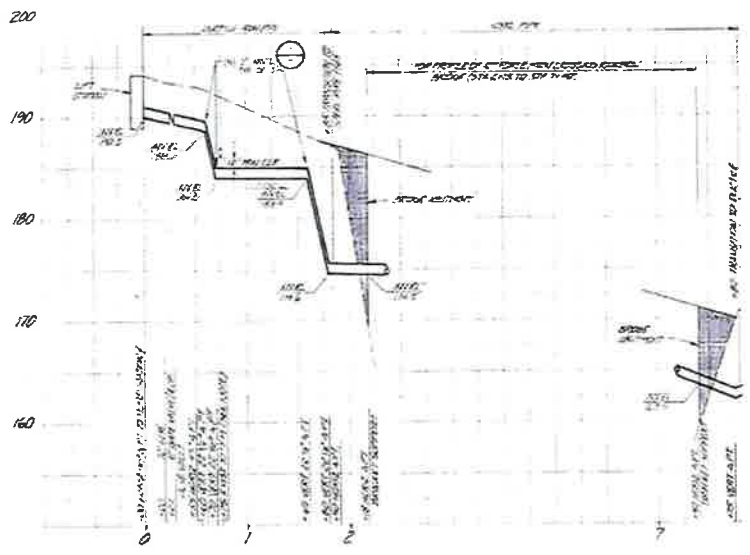
LEGEND:

- EXISTING SEWER MAIN
- - - - - EXISTING 30\"/>



REVISIONS NO. DESCRIPTION DATE BY		BENCH MARK ELEVATION: 3000.00 LATITUDE: XXXXXXXX LONGITUDE: XXXXXXXX		FIELD BOOK SCALE: 1" = 30' DRAWN BY: SMB DATE: DATE		DESIGN BY: DS R.C.E. : CBS471 DATE: 5/24/2022		CHECKED BY: TRB R.C.E. : 555715 DATE: 5/29/2022		IMPROVEMENT PLANS FOR GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT SEWER MODIFICATIONS PARTIAL PLAN 1		SHEET: C104 OF 8 23
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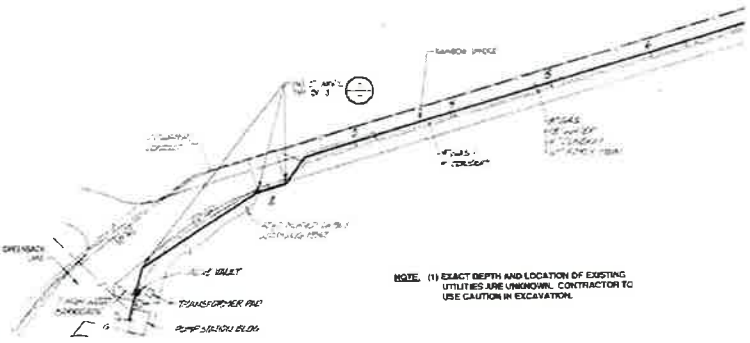
V:\Projects\2022\Greenback Sewer and Lift Station No. 3 Rehabilitation Project\Drawings\104 - Sewer Modifications Partial Plan 1.dwg



- LEGEND:**
- 1 ARV TO BE A.R.J. D-020 COMBINATION AIR VALVE OR APPROVED EQUAL.
 - 2 FLANGED STAINLESS STEEL PLUG VALVE WITH 2" SQUARE NUT ACTUATOR MOUNTED VERTICALLY. SEE URW MODEL P.L.C. ON APPROVED EQUAL.
 - 3 STAINLESS STEEL DOUBLE STAP SADDLE AP. ROMAC MOUNTED ON APPROVED ESMW 18" x 12" SCH 40 SS W/ 1/2" HOLE AND 2" FLANGE & 1/4" NUT/PLUG.
 - 4 STAINLESS STEEL SUPPORT BAND-SECURE TO ARV AND SIDEWALL OF ESMW.
 - 5 LONG RADIUS 1/8" DIA. SAMP AS PIPE MATERIAL.
 - 6 SCH 40 STAINLESS STEEL PIPE WRAPPED WITH 20 MI TAPE MIN 1% POSITIVE SLOPE.
 - 7 STANDARD MASONRY SUPPORT (BRICK).
 - 8 ESMW CONE 60"x36"x36"
 - 9 2" CRUSHED ROCK FILL TO BOTTOM OF ESMW CONE.
 - 10 CMH COMPOSITE FRAME & COVER OR APPROVED EQUAL.
 - 11 DRAIN RING AS NOTED (S).
 - 12 STAINLESS STEEL BALL VALVE OR PLUG VALVE WITH SQUARE NUT ACTUATOR.

ARV'S AT INVERT ELEVATIONS 188.6, 184.2, 183.9

DETAIL
NOT TO SCALE

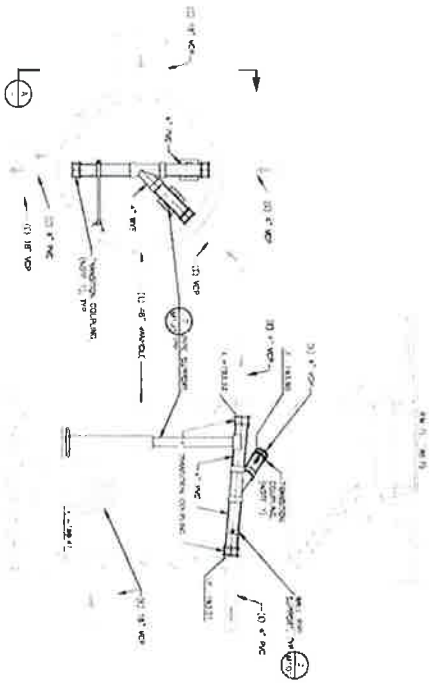


REVISIONS		BENCH MARK		FIELD BOOK	
NO.	DESCRIPTION	DATE	ELEV.	XXXX	SCALE

DESIGNED BY: DS	CHECKED BY: TRB
DRAWN BY: SWB	R.C.E. 66075
DATE: 8/22/2022	DATE: 6/20/2022

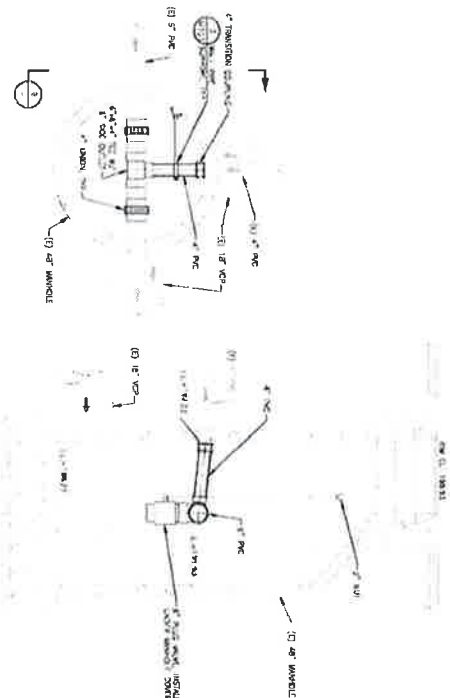
IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
 NEW 3" AIR RELEASE VALVE LOCATIONS AND DETAIL

Sheet No. **C109**
 13 of 23



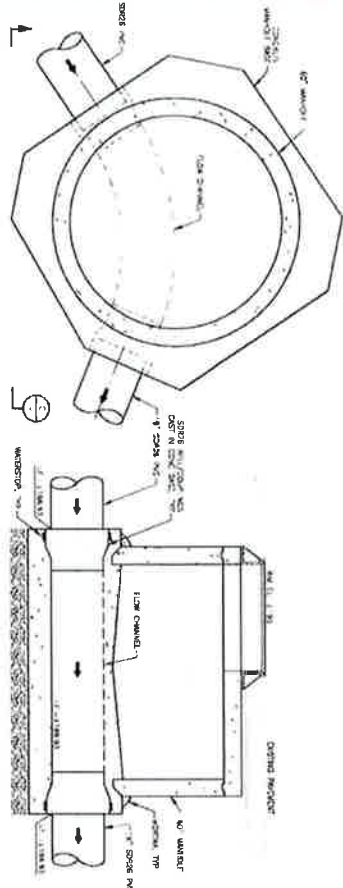
MANHOLE R02-10034
 DETAIL (1/3)
 NOT TO SCALE

SECTION (1/2)
 NOTE: DIMENSIONS LISTED
 ARE TO CENTERLINE
 UNLESS NOTED OTHERWISE



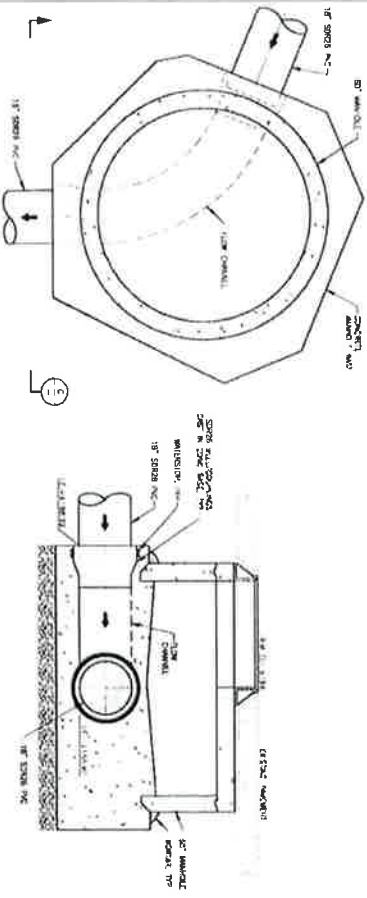
MANHOLE R02-10035
 DETAIL (1/3)
 NOT TO SCALE

SECTION (1/2)



MANHOLE R02-10036
 DETAIL (1/3)
 NOT TO SCALE

SECTION (1/2)



MANHOLE R02-10037
 DETAIL (1/3)
 NOT TO SCALE

SECTION (1/2)



Water. Engineered.

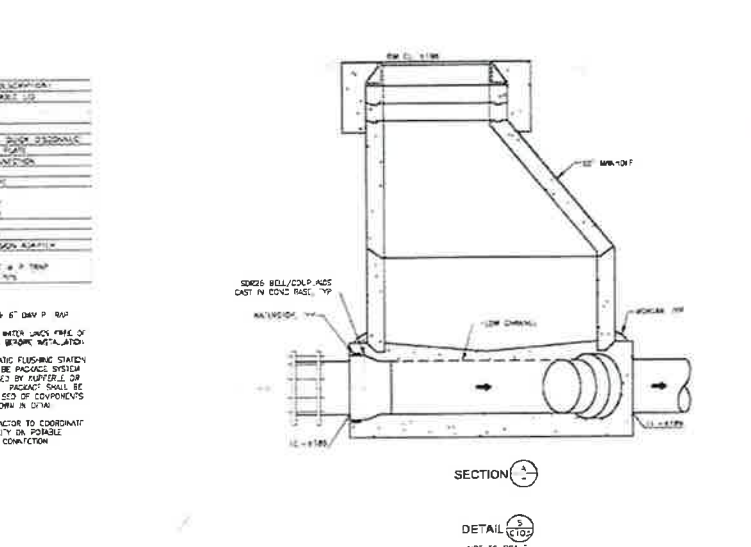
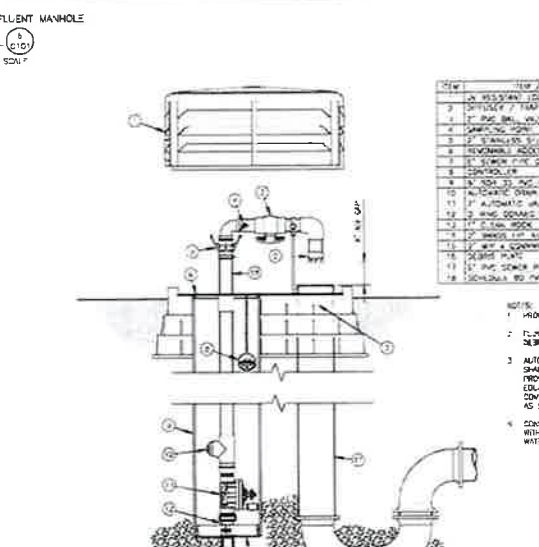
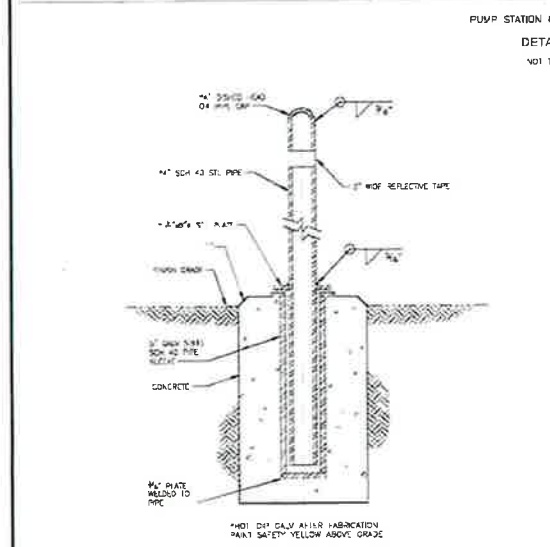
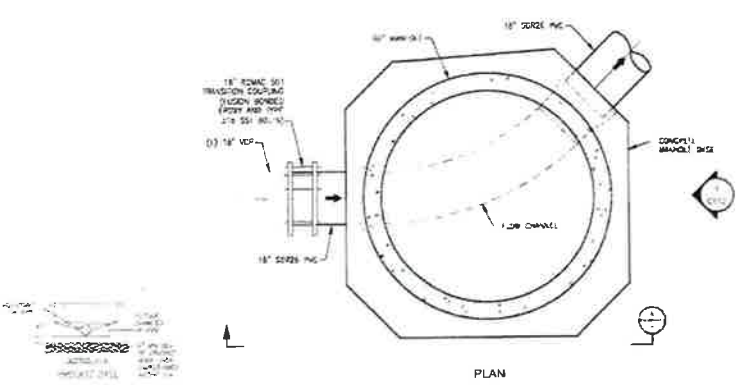
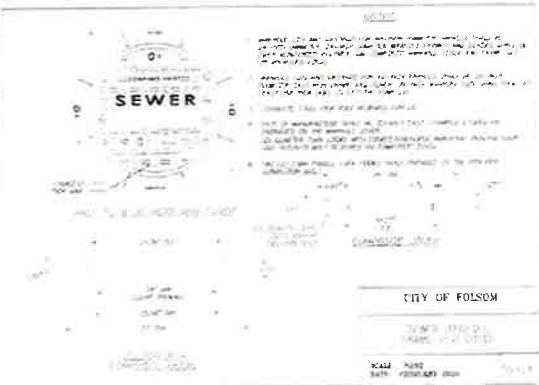
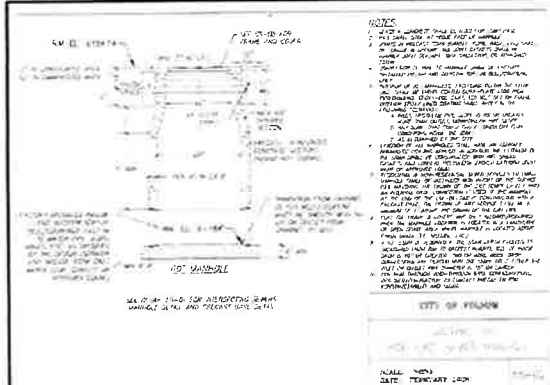
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DESIGNED BY	DATE	CHECKED BY	DATE
RFB	08/27/2022	RFB	08/27/2022

IMPROVEMENT PLANS FOR	
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT	
MANHOLE DETAILS	

DATE	BY
08/27/2022	RFB



REVISIONS			BENCH MARK		FIELD BOOK
NO.	DESCRIPTION	DATE	DESCRIPTION	TYPE	NO.

DESIGN BY: DS	DATE: 6/24/2022	CHECKED BY: TRB	DATE: 6/20/2022
R.O.C. 089471	SCALE: 3/4\"/>		

IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
 BURIED MANHOLE AND AUTOMATIC FLUSHING STATION DETAILS



EXISTING BURIED MANHOLE
 PHOTO

NOTE:
 PROTECT ALL EXISTING UTILITIES AROUND BURIED MANHOLE



INSTALL 3" AC CURB
 AROUND DRAIN

EXISTING CLIFF-HOUSE EXTERIOR DRAIN
 PHOTO

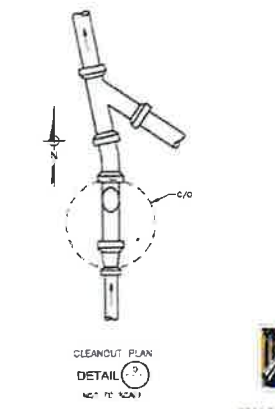
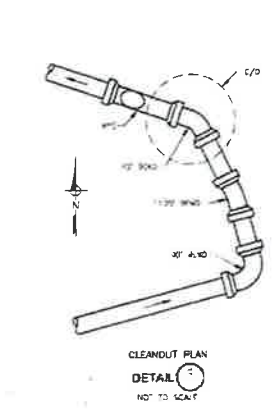
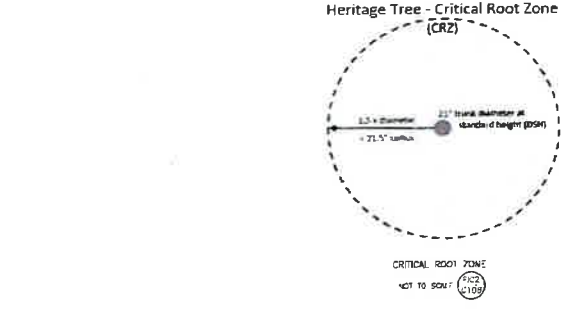
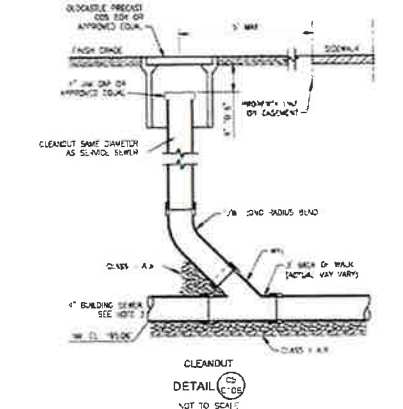
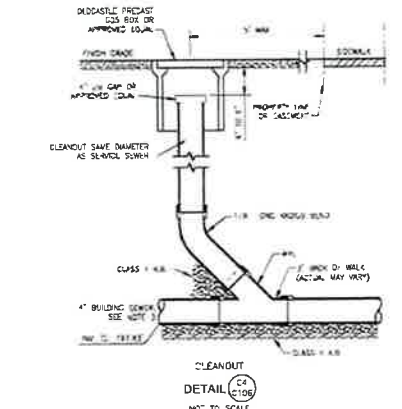
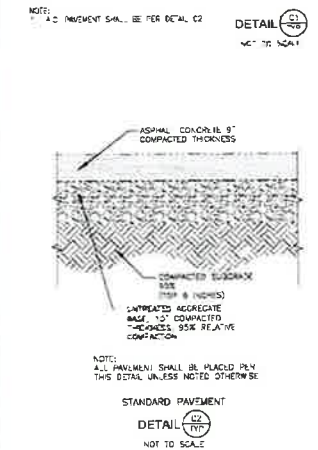
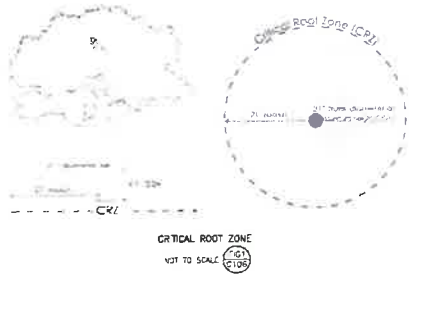
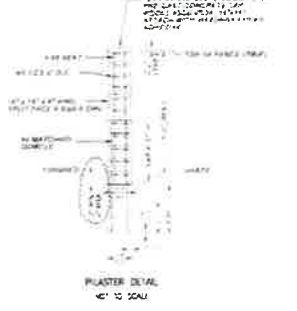
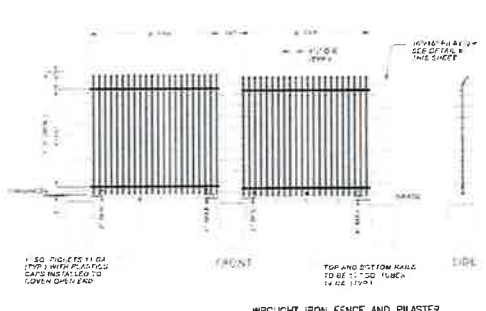
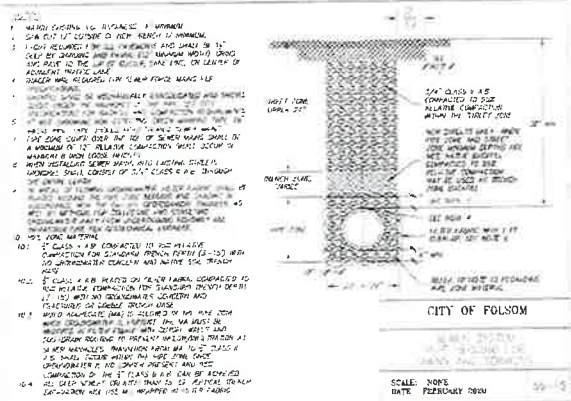
NOTE:
 3" AC CURB: 0.36 TO 1.20' BY 12 1/2" DIA. (SEE PLAN)



REVISIONS		BENCH. MARK	ELEV.	MARK	FIELD MARK	SCALE	DRAWN BY	DATE	CHECKED BY	DATE
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







IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
 CIVIL PHOTOS

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 16 of 23



REVISIONS		BENCH MARK DESCRIPTION	REV.	DATE	FIELD BOOK	SCALE	DRAWN BY	DATE	CHECKED BY	DATE
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IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
 CIVIL DETAILS

GENERAL DEMOLITION NOTES	DEMOLITION LEGEND								
<p>1 DURING CONSTRUCTION, THE CONTRACTOR SHALL NOT ALTER, DAMAGE, OR REMOVE ANY PARTS OF THE EXISTING STRUCTURE, PIPING, OR EQUIPMENT UNLESS SPECIFICALLY INDICATED IN THE CONTRACT DOCUMENTS.</p> <p>2 CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO PROCEEDING WITH ANY DEMOLITION WORK.</p> <p>3 COMPLY WITH REQUIREMENTS OF SPECIFICATION SECTION 02221, DEMOLITION, ABANDONMENT, REMOVAL AND REMAINDER OF CONTRACT DOCUMENTS.</p> <p>4 THE CONTRACTOR SHALL COORDINATE DEMOLITION WITH NEW WORK TO ENSURE PROPER INSTALLATION OF NEW ITEMS AT EXISTING FACILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE CITY TO FIELD VERIFY AND DEMOLISH EXISTING FACILITIES AS NEEDED TO CONSTRUCT THE NEW FACILITIES AS INDICATED OR AS SPECIFIED.</p> <p>5 CONTRACTOR SHALL REMOVE AND REPLACE OR RELOCATE ALL SIGNAGE AS NEEDED AND SHALL COORDINATE WITH THE CITY ON LOCATIONS.</p>	<table border="1"> <thead> <tr> <th>SYMBOL</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td></td> <td>STRUCTURE, PAVEMENT, AND EQUIPMENT DEMOLITION</td> </tr> <tr> <td></td> <td>PIPING DEMOLITION</td> </tr> <tr> <td></td> <td>NOT NOTED</td> </tr> </tbody> </table>	SYMBOL	DESCRIPTION		STRUCTURE, PAVEMENT, AND EQUIPMENT DEMOLITION		PIPING DEMOLITION		NOT NOTED
SYMBOL	DESCRIPTION								
	STRUCTURE, PAVEMENT, AND EQUIPMENT DEMOLITION								
	PIPING DEMOLITION								
	NOT NOTED								

STRUCTURAL DEMOLITION NOTES
<p>1 REFINISH CONCRETE SURFACES DAMAGED BY DEMOLITION TO MATCH SURROUNDING SURFACES.</p> <p>2 PROTECT ALL EXISTING IMPROVEMENTS, FACILITIES, AND/OR STRUCTURES NOT DESIGNATED FOR REMOVAL AND REPLACEMENT.</p> <p>3 WHERE EQUIPMENT OR MATERIAL ANCHORED TO CONCRETE OR MASONRY IS REMOVED AND ANCHOR BOLTS ARE NOT TO BE REUSED, BURR BACK THE ANCHOR BOLTS TO NOT LESS THAN 3/4-INCH BENEATH THE SURFACE. REPAIR THE HOLE TO BE FLUSH WITH THE EXISTING SURFACE USING NON-SHRINK NON-METALLIC GROUT FOR CONCRETE AND MASONRY. WHEN THE ANCHOR IS STAINLESS STEEL, IT MAY BE CUT FLUSH WITH THE CONCRETE OR MASONRY SURFACE IF APPROVED BY THE ENGINEER.</p> <p>4 UNLESS OTHERWISE NOTED ON THE CONTRACT DOCUMENTS, WHERE CONCRETE REMOVAL SHALL LEAVE STEEL REINFORCING BARS LEFT EXPOSED, CONCRETE ELEMENT SHALL BE OVERCUT 2-INCHES BEYOND FINAL SURFACE AND BE FILLED BACK WITH APPROVED CONCRETE REPAIR MATERIAL.</p>

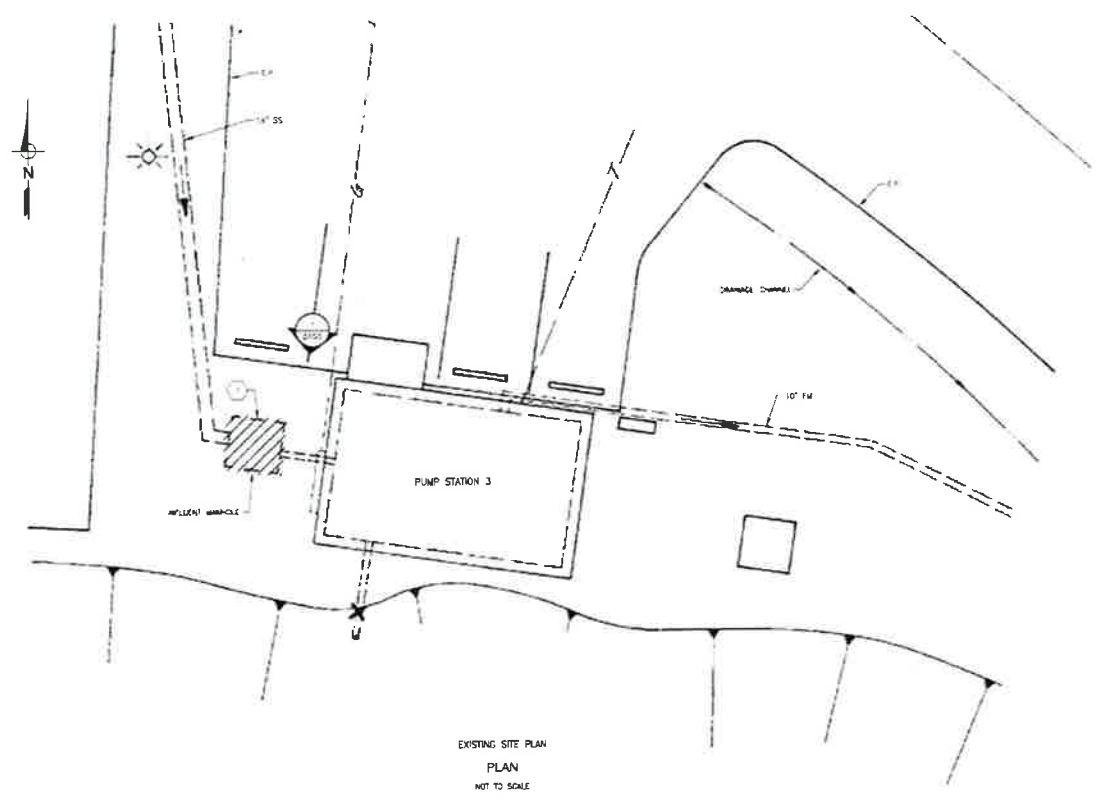
ELECTRICAL DEMOLITION NOTES
<p>1 GENERAL AND DETAILED ELECTRICAL DEMOLITION REQUIREMENTS ARE SPECIFIED IN SECTION 02221.</p> <p>2 KEY ELECTRICAL DEMOLITION REQUIREMENTS ARE SUMMARIZED BELOW. CONTRACTOR SHALL REFER TO SECTION 02221 FOR THE DESCRIPTION OF REQUIREMENTS RELATED TO ELECTRICAL AND INSTRUMENTATION REMOVALS FOR DEMOLITION, SALVAGE, RELOCATION AND ELECTRICAL RE-CONNECTION.</p> <p>A NOT ALL EXISTING CONDUITS ARE SHOWN ON THE DRAWINGS. LOCATE EXISTING ELECTRICAL WIRES AND CONDUITS BEFORE STARTING DEMOLITION OR EXCAVATION FOR NEW WORK.</p> <p>B UNLESS OTHERWISE NOTED ON THE DRAWINGS, REMOVE EXISTING ELECTRICAL EQUIPMENT, COMPONENTS AND PANELS, AND RELATED EXPOSED CONDUIT AND ALL WIRE ASSOCIATED WITH THE EQUIPMENT INDICATED FOR REMOVAL.</p> <p>C UNLESS OTHERWISE NOTED ON THE DRAWINGS, WHERE A PIECE OF EQUIPMENT IS REMOVED, REMOVE ALL ELECTRICAL CONDUCTORS AND CABLES BACK TO THEIR SOURCE, AND REMOVE ALL ASSOCIATED CONDUITS AND RACEWAYS BACK TO THEIR SOURCE. BURIED CONDUITS MAY BE CAPPED AND ABANDONED IN PLACE.</p> <p>D UNLESS OTHERWISE NOTED ON THE DRAWINGS, WHERE PORTIONS OF CONDUITS AND RACEWAYS BEING REMOVED ARE EMBEDDED IN SLABS OR WALLS, REMOVE CONDUIT TO TWO-INCHES WITHIN THE SURFACE INTO WHICH THEY ARE EMBEDDED AND PERMANENTLY SEAL THE RESULTING VOID WITH NON-SHRINK GROUT.</p> <p>E UNLESS OTHERWISE SPECIFIED OR NOTED ON THE DRAWINGS, PROTECT IN PLACE EXISTING ELECTRICAL AND INSTRUMENTATION EQUIPMENT AND DEVICES AND RELATED CONDUIT AND WIRING ASSOCIATED WITH EQUIPMENT NOT INDICATED FOR REMOVAL ON THE DRAWINGS.</p> <p>F REFINISH CONCRETE SURFACES DAMAGED BY REMOVAL OF ELECTRICAL OR INSTRUMENTATION EQUIPMENT AND RELATED CONDUIT TO MATCH SURROUNDING SURFACES, AS SPECIFIED IN SECTION 02221.</p>



REVISIONS NO. DESCRIPTION DATE BY		BENCH MARK ELEV. XXXX DESCRIPTION XXXX LATITUDE XXXXXXXX LONGITUDE XXXXXXXX	FIELD BOOK SCALE HORIZ. 1"=XX' VERT. 1"=XX' DRAWN BY: SMR DATE:	DESIGN BY: DS R.C.C. 089421 DATE: 6/24/2022 CHECKED BY: TRB R.C.C. 069713 DATE: 6/20/2022
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IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
PUMP STATION NO. 3 DEMOLITION NOTES

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 18 of 23



- GENERAL NOTES:
- EXISTING CONDITIONS SHOWN ON THIS DRAWING ARE FROM THE "GREENBACK BRIDGE LIFT STATION IMPROVEMENT PLAN" BY FOLSON (RECORD DRAWING DATED 1991).
 - EXACT DEPTH AND LOCATION OF EXISTING UTILITIES UNKNOWN. LOCATE ALL DR. SET UTILITIES BEFORE COMMENCEMENT OF DEMOLITION.
 - REFER TO 2101 FOR SITE LAYOUT.
- KEY NOTES:
- REMOVE EXISTING INFLUENT JUNCTION BOX (APPROX. 5'x3'). INSTALL NEW CONCRETE MANHOLE AS SHOWN ON 2101.




REVISIONS		BENCH MARK ELEV. XXXX DESCRIPTION FEET 14.1026 4300711 1043.102 4300703	FIELD BOOK	SCALE 1"=10' VERT. 1/4"=1'	DRAWN BY: SMS DATE:	DESIGN BY: DS R.C.L. CB947 DATE: 6/25/2024	CHECKED BY: TRB R.C.L. CB975 DATE: 6/29/2024
NO.	DESCRIPTION						


IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
EXISTING PUMP STATION NO. 3 SITE CIVIL DEMOLITION PLAN

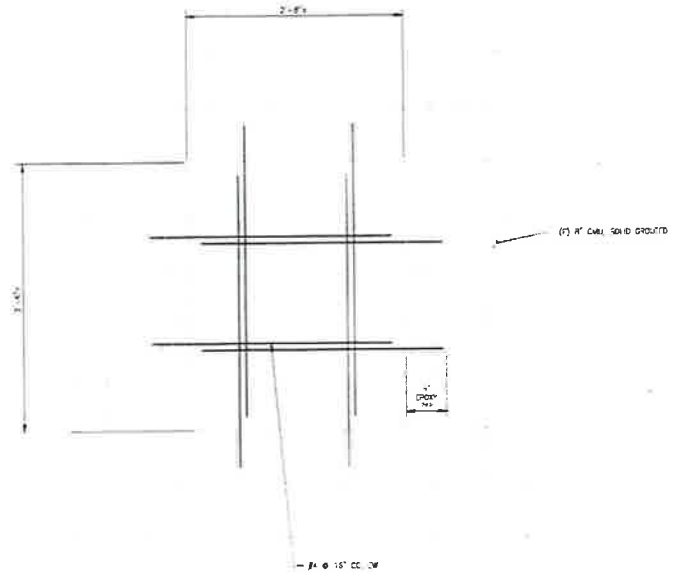
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 19 OF 23




INFLUENT JUNCTION BOX AND NATURAL GAS SYSTEM
PHOTO DETAIL 



STANDBY GENERATOR
PHOTO DETAIL 



PUMP STATION WALL INFILL
DETAIL 
SCALE: 1/8\"/>

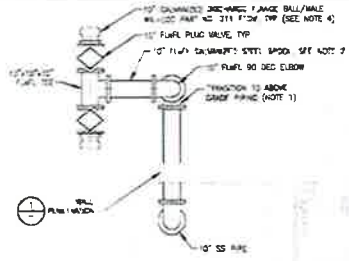
- KEY TO 3:
- 1 REMOVE ENTRY INFLUENT W/OUT FLUSH WITH DROWF, AND METAL HATCH
 - 2 EXISTING NATURAL GAS SHALL BE DISCONNECTED AND CAPPED AFTER WATER CORKING WITH ROOF WITH GAS SHUTTER
 - 3 REMOVE EXISTING STANDBY GENERATOR. REMOVE EXHAUST DUCT & LOWER AND LOWER. REMOVE CONDUIT BACK TO MCC
 - 4 THE COVER CAP WITH INTER WALL PER 



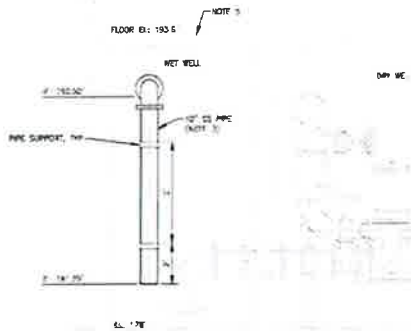
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IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
EXISTING PUMP STATION NO. 3 DEMOLITION PHOTOS

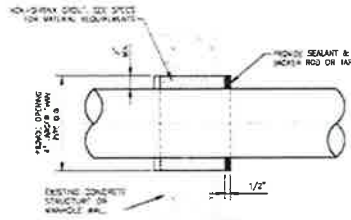
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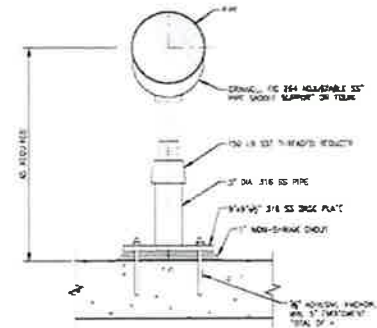
DISCHARGE PIPING
PLAN
SCALE: 3/8"=1'-0"



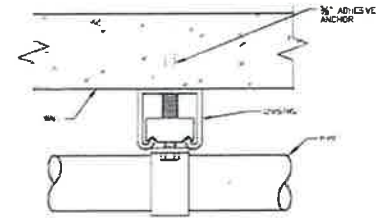
PUMP 2 AND 3 SUCTION AND DISCHARGE
SECTION
SCALE: 3/8"=1'-0"



WALL PENETRATION
DETAIL 1
NOT TO SCALE



PIPE SUPPORT
DETAIL 2
NOT TO SCALE



WALL PIPE SUPPORT
DETAIL 3
NOT TO SCALE

- NOTES:
1. AT TRANSITION FROM BELOW GRADE TO ABOVE GRADE PIPING, INSTALL PIPE CLAMP AROUND 12" STAINLESS STEEL PIPE PRIOR TO TRANSITIONING TO GALVANIZED STEEL PIPE. INSTALL INSULATING FLANGE BETWEEN GALVANIZED STEEL PIPE AND STAINLESS STEEL PIPE.
 2. INSTALL PIPE SUPPORT UNDER 12" SPOOL (DETAIL 2).
 3. INSTALL WALL PIPE SUPPORTS IN WET WELL TO SUFFICIENTLY SUPPORT 12" STAINLESS STEEL PIPING (DETAIL 3). PIPE SUPPORTS SHALL BE NO MORE THAN 5' APART ON PIPE AND RETAIN 2' OF BENDS AND PIPE TERMINATION.
 4. INSTALL END CAP ON WEL-LOC DISCHARGE CONNECTION. WEL-LOC GALVANIZED A-STYLE END CAP SOURCE/FRANK, WEL-LOC PART NO. 101 F210, TYP 7.



REVISIONS		BENCH MARK DESCRIPTION ELEV. XXXX LATITUDE: XXXXXXX LONGITUDE: XXXXXXX	F&E BOOK	SCALE HORIZ. 3/8" VERT. 1/4"	DRAWN BY: SMB DATE: DATE	DESIGN BY: DS RCE: 08427 DATE: 5/24/2022	CHECKED BY: TRB RCE: 06715 DATE: 5/23/2022
NO.	DESCRIPTION						

IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
PUMP STATION PIPING PLANS AND SECTIONS

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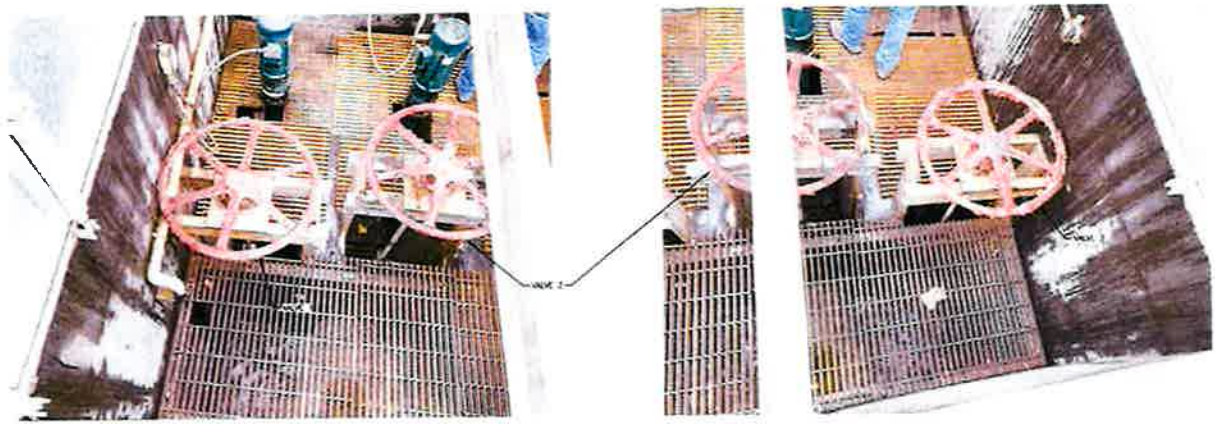


PHOTO DETAIL (11-1)

PHOTO DETAIL (11-2)

- GENERAL NOTES**
1. HAND WHEELS (2) TO BE REPLACED
 2. MANUAL GATE OPERATORS: PROVIDE HANDWHEEL TYPE OPERATORS MEETING REQUIREMENTS OF AWWA 6001 PERTAINING TO MANUAL LIFTING DEVICES
 - a. HANDWHEEL TYPE OPERATORS: NON-CONCRETE
 3. PUMP STATION 3 LOCATION: 910 RIVER WAY TOLSON, IA 52630



REVISIONS		BENCH MARK	ELEV.	X/0000	FEET/0000	SCALE	DRAWN BY	DATE	DESIGN BY	DATE	CHECKED BY	DATE
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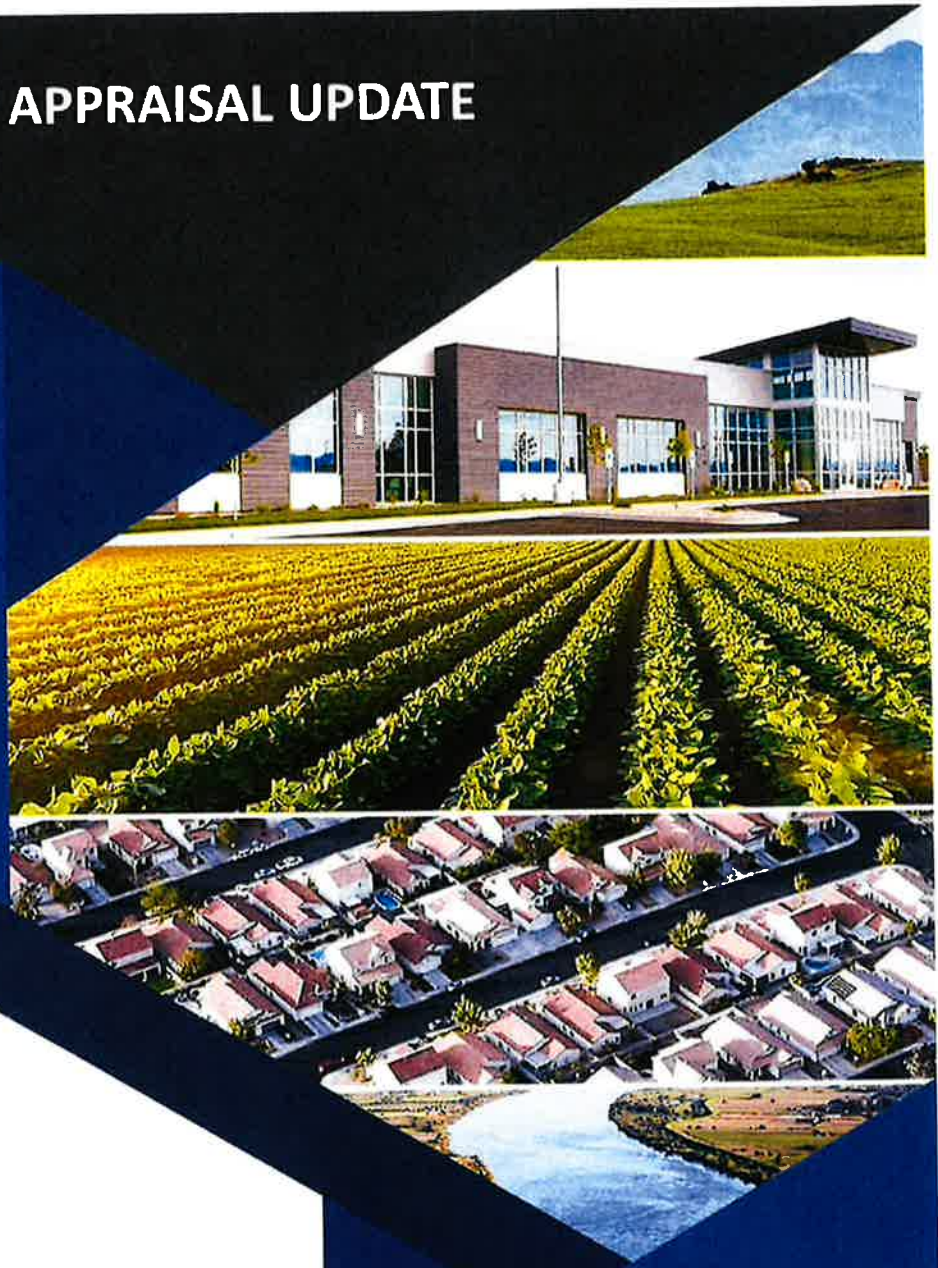
IMPROVEMENT PLANS FOR
GREENBACK SEWER AND LIFT STATION NO. 3 PROJECT
HAND WHEEL REHABILITATION

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M102
 23 23

EXHIBIT G

[Easement Appraisal]

MEMORANDUM OF APPRAISAL UPDATE



City of Folsom Pump Station 3 Project

9900 Greenback Lane, LLC Property
9900 Greenback Lane
Folsom, California 95630
APNs: 223-0062-019 and -020

Date of Value: July 27, 2021

Date of Report: August 11, 2021

BRI 19-027

BRI BENDER
ROSENTHAL
INCORPORATED

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

MEMORANDUM OF APPRAISAL UPDATE

Appraisal Assignment

To develop an opinion of the fair market value of the proposed property rights to be acquired by the City of Folsom for the Pump Station 3 Project.

The larger parcel consists of a 2.80-acre (net) commercial site. The larger parcel essentially has three zones of value. The "main portion" of the larger parcel has full utility as described throughout the report. Meanwhile, the existing sewer easement has limited remaining utility to the property owner and the isolated remnant area has reduced utility due to the impact of the existing easement. This will be discussed and considered within the attached report.

The purpose of the appraisal assignment is to provide an opinion of the fair market value of the property rights to be acquired. We have been requested to provide an opinion of value under two scenarios. Scenario 1 (Option A) is to acquire a proposed permanent easement within the isolated remnant. Scenario 2 (Option B) is to acquire a portion of parcel No.1 (0.24 acres) from the owner and the remaining property rights associated with the existing sewer easement and the isolated remnant area. Our analysis also considers the damages and/or benefits to the remainder under both scenarios.

Owner

9900 Greenback Lane, LLC per the associated grade deed doc# 09301359, dated September 27, 2019.

Owner Contact

Tim McDonnell (415) 710-5101

Ownership History

The subject property transferred ownership on September 27, 2019. The seller was John Dorman, successor Trustee of the Chester Doorman and Sterling Dorman Trust, the buyer was 9900 Greenback Lane LLC. The property sold for \$2,050,000.

There have been no other transferred of the subject property in the last five years.

Street Address

9900 Greenback Lane
Folsom, California 95630

Assessor's Parcel Numbers (Larger Parcel)

223-0062-019 and -020

Client / Intended User

The client and intended user is the City of Folsom.

Intended Use

The intended use is to assist the City of Folsom in its determination of the amount to be paid as compensation for the property rights to be acquired for the City of Folsom Pump Station 3 sewer project.

Date of Value

July 27, 2021

Date of Report

August 11, 2021

BACKGROUND / CURRENT STATUS

We have reappraised the above-identified property and prepared a Memorandum of Appraisal Update (MAU) and updated the work file, which collectively meets the reporting requirements for this appraisal assignment in accordance with the requirements of Standard 2 of USPAP. USPAP further states that a new report is not required to have the same level of detail as the original report so long as the new report incorporates by reference specified information/analyses from the prior report, so that, in combination, the referenced portions and the new information/analysis added satisfy the applicable reporting requirements. This option can be used if the original appraiser's firm and the original client/intended user(s) involved are the same since the prior report was issued, assuring they have access to a copy. If at any time the client/intended user is in need of a copy of the original appraisal, one will be provided upon request, as the original report is necessary to understand the analysis provided in this document.

This MAU hereby incorporates by reference the original appraisal titled "City of Folsom Pump Station 3, Proposed Easement", which has a date of value of March 20, 2019, and a date of report of April 12, 2019. Combined with the original appraisal report, this MAU constitutes a new assignment.

After the issuance of the original appraisal in 2019, the client has requested an updated appraisal with revised changes in mapping of two different scenarios. Scenario 1 (Option A) decreased the proposed fee acquisition from 1,611 square feet to 1,448 square feet. Scenario 2 (Option B) plans to acquire the remaining property rights located within 0.24-acres or 10,454 square feet of land.

The extraordinary assumptions and hypothetical conditions presented in the original report are restated (or revised as appropriate) below.

EXTRAORDINARY ASSUMPTIONS

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

1. The client provided us with details relating to the proposed easement areas, existing easement areas, and overlapping easement areas. For purposes of our analysis, it is assumed the information provided to us is accurate. If the easement areas are different than those measurements reported to us, we reserve the right to revise our opinions of value.
2. Specific proposed easement language and specific language pertaining to certain existing easements were not available. However, the client provided us with reasonably similar easement samples. The proposed and existing easements are assumed to be reasonably consistent with the information provided to us by the client.

HYPOTHETICAL CONDITIONS

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.

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 (remainder parcel) and the construction and use of the proposed project, is based on a hypothetical condition the project has been completed.

PROPOSED ACQUISITION AREA

We have been requested to analyze two valuation scenarios associated with the subject. This will allow the City of Folsom to consider appropriately consider the cost effectiveness of acquiring and expanding the current permanent easement over the remnant area or acquiring in fee the remaining property rights in the existing easement and the remnant area.

SCENARIO 1 (OPTION A)

Under this scenario, the project proposes to acquire a permanent easement with similar rights to that associated with the existing sewer easement. Although requested, the exact language associated with the existing sewer easement was not available; however, the client provided us with a copy of a similar sewer easement of another property within the Folsom market area.

A similar sewer easement read, "An easement and right of way for the Installation, Repair, Removal, or Replacement of Underground Sewer Lines together with and all appurtenances pertaining (sic) thereto, on, over, under, and across that portion of real property... Together with the perpetual rights of ingress to and egress from said property for the purpose of exercising and performing all of the rights and privileges herein granted."

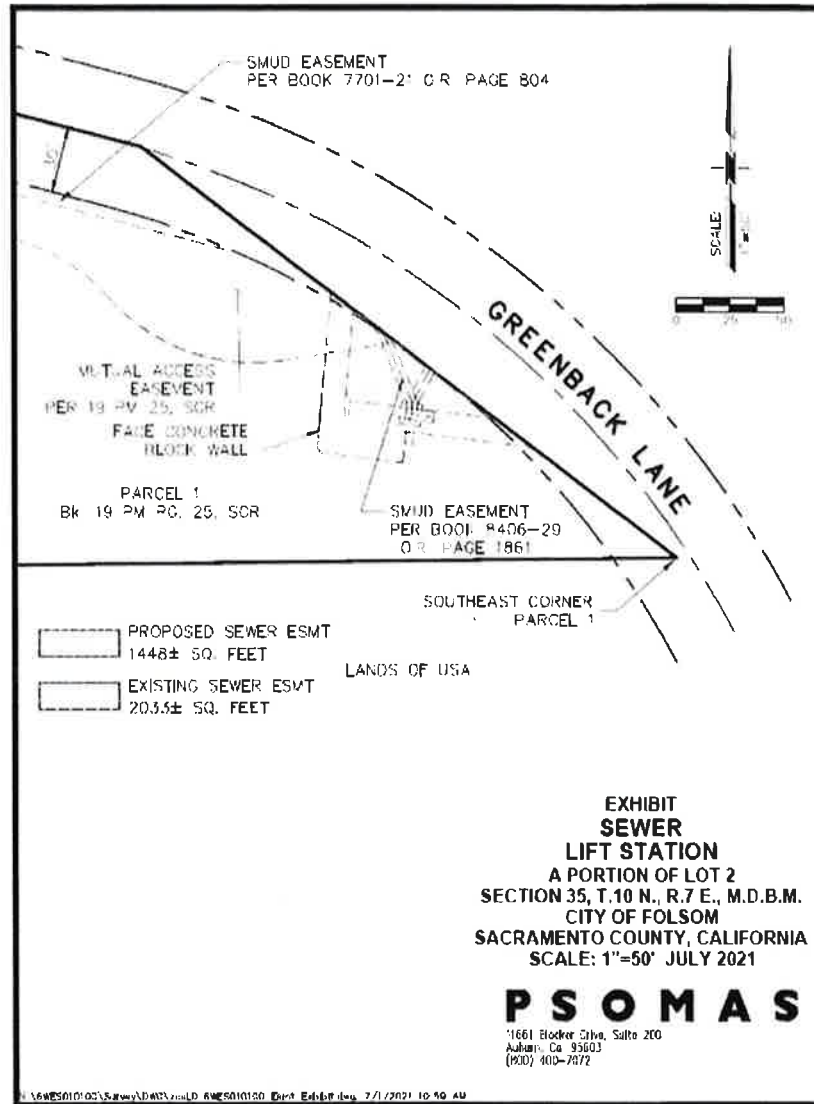
For purposes of our analysis, it is assumed the existing sewer easement has similar existing rights. These existing rights are heavily encumbering with limited residual interests to the property owner. Essentially, the property owner only has access rights. We have concluded this type of easement represents 95% of the fee value, with only 5% of residual land rights remaining to the property owner.

For purposes of our analysis, we assume the proposed easement area of 1,448 square feet would include similar rights to the existing sewer easement. The proposed easement will allow the City of Folsom to complete all components of the proposed project, which include construction, maintenance, operation, repairs, and replacement of the grate/drain and other utility related items that could be in the proposed easement area in the future.

It should also be noted, there is an existing overlapping easement. This easement represents a mutual access easement. Based upon an access easement provided for our review, it is assumed the existing mutual access easement allows for road purposes on, over, under, and across.

The following map identifies the proposed project area.

SCENARIO 1 (OPTION A)



The proposed easement area includes areas with existing pavement, sidewalk, asphalt, and an existing grate/drain. The balance of the area represents unimproved vacant land. All utility related items observed during the inspection are understood to be within the existing sewer easement area.

It is our understanding, that although outside the existing sewer easement, the grate/drain is used to direct rainwater away from the front pump station door and re-direct it to the side into the natural drainage swale. The grate/drain does not directly service the existing restaurant structures or site drainage for the larger parcel. To the best of our knowledge, this drain will not be impacted by the project, in fact it will be extended easterly.

A summary of the planned acquisition is shown in the following.

Scenario 1	Total
Larger Parcel	
Unencumbered	2.80± Acres (121,968± Square Feet)
Encumbered (Roadway)	<u>0.022± Acres (967.70± Square Feet)</u>
Total	2.822± Acres (122,935.70± Square Feet)
Permanent Easement (25% of rights remaining)	1,448± Square Feet (0.03324± Acres)
Remainder Parcel	<u>2.822± Acres (122,935.70± Square Feet)</u>

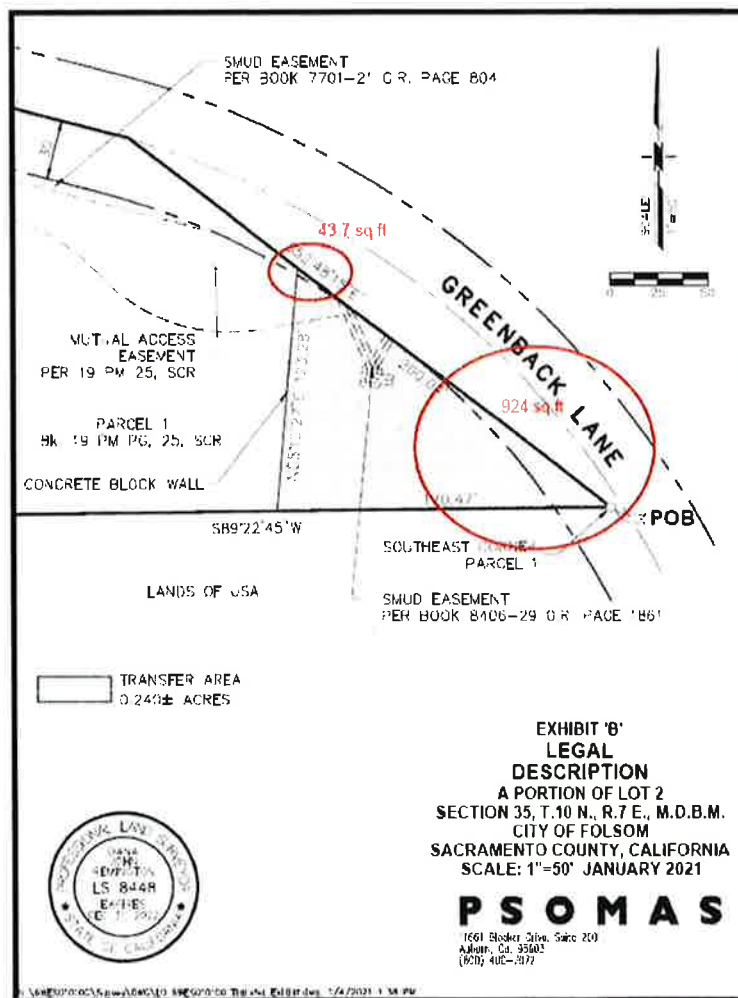
Source: Sacramento County Assessor's Parcel Map and Appraisal Exhibit provided by client

The proposed acquisition for Scenario 2 is located on the following page.

SCENARIO 2 (OPTION B)

Under this scenario, the project proposes to acquire 10,454 square feet of land which includes the remaining residual property rights associated with the 2,033 square foot existing sewer easement and also acquire the remaining rights associated with the 1,448 square feet of land area identified as the existing isolated remnant land area. It is the permanent easement area identified in Scenario 1 (Option A). It is noted that there is 967.70 square feet (in red) of the proposed acquisition in which the property owner has only reversionary rights and is valued at \$1.

SCENARIO 2 (OPTION B)



There are various site improvements and structures located within the existing easement. The City of Folsom previously acquired the rights and constructed these site improvements/structures. Therefore, the contributory value of these items is not considered in the residual rights valuation.

A summary of the planned acquisition follows:

Scenario 2	Total
Larger Parcel	
Unencumbered	2.80± Acres (121,968± Square Feet)
Encumbered (Roadway)	0.022± Acres (967.70± Square Feet)
Total	2.822± Acres (122,935.70± Square Feet)
Fee Acquisition Area – Non-Encumbered	(0.138± Acres) 6,005.30± Square Feet
Fee Acquisition Area – Encumbered by Street	(0.022± Acres) 967.70± Square Feet
Fee Acquisition of Remaining Rights of Existing Sewer Easement Area (5% of rights remaining)	(0.0467± Acres) 2,033± Square Feet
Fee Acquisition of Rights Associated with Existing Remnant Land Area (25% of rights remaining)	(0.0332± Acres) 1,448± Square Feet
Remainder Parcel	2.582± Acres (112,481.701± Square Feet)

Source: Sacramento County Assessor's Parcel Map and Aerials Exhibit provided by client

DESCRIPTION OF THE REMAINDER

The project proposes to acquire a small permanent easement (Scenario 1) or a small fee acquisition of the land area (Scenario 2). In the after condition, the subject's size will remain unchanged and/or reasonably unchanged. The utility of these areas are already limited due to the existing sewer easement. The proposed acquisition scenarios do not significantly impact the remainder. No damages are anticipated.

Similarly, no benefits to the property are anticipated due to the construction in the manner proposed.

MARKET CONDITIONS

Discussions with brokers active in the market indicate the market has slowed due to the COVID-19 pandemic while landowners wait to see the full economic effects. Sales data over the past few years indicate land prices have been stable, although brokers indicate development fees have been increasing. Due to a continued strengthening of the local economy, low current interest rates and no near-term expectations for rate increases, land values in the area are expected to remain stable in the coming years. There have been sales of land similar to the subject property over the past year, indicating moderate demand for commercial land

HIGHEST AND BEST USE OF THE REMAINDER (SCENARIO A)

The project proposes to acquire a permanent easement. In the after condition, the subject's size will remain unchanged. The property has essentially the same utility in the "after" condition. Overall, the property's size, shape, access and utility are not negatively impacted due to the proposed acquisition and no damages to the property are anticipated due to the proposed project. The highest and best use of the remainder property as vacant is not altered and remains to be for a commercial use that takes advantage of the subject's view amenity.

HIGHEST AND BEST USE OF THE REMAINDER (SCENARIO B)

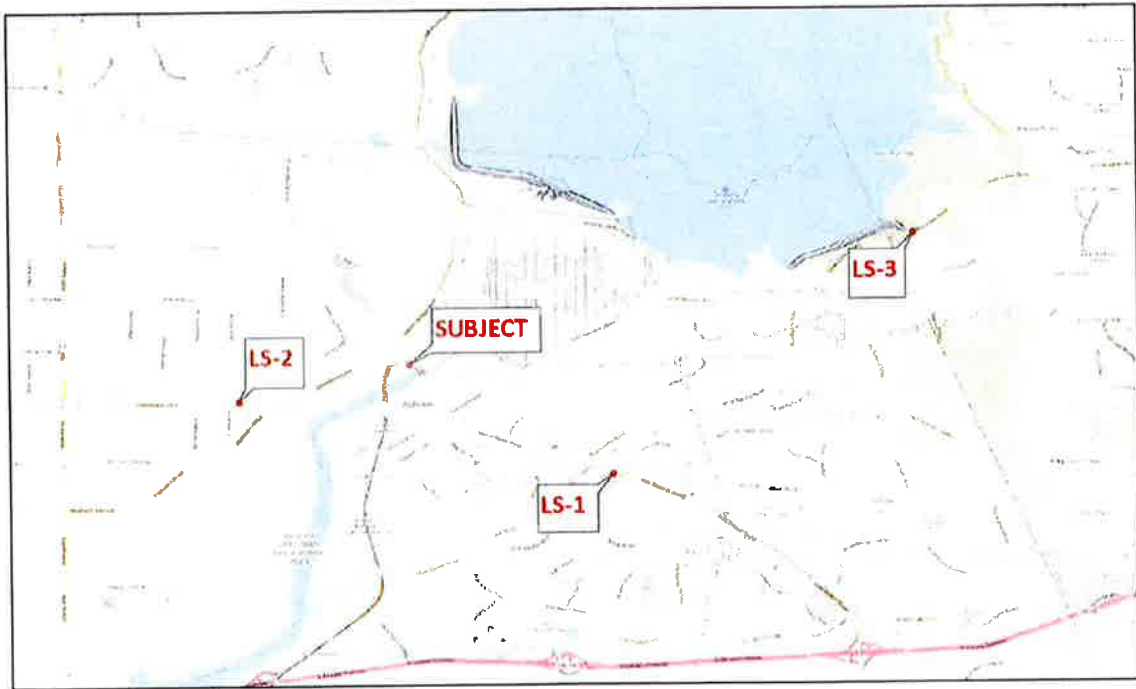
The project proposes to acquire the proposed acquisition area in fee (remaining rights). In the after condition, the subject's size will be approximately 9% smaller. The property has essentially the same utility in the "after" condition. Overall, the property's size, shape, access and utility are not negatively impacted due to the proposed acquisition and no damages to the property are anticipated due to the proposed project. The highest and best use of the remainder property as vacant is not altered and remains to be for commercial use.

VALUE OF THE LARGER PARCEL (LAND ONLY)

The commercial market in the subject's area has been generally stable since the previous date of value, March 30, 2019. There have only been slight changes to the engineering since the previous appraisal was completed. Although market conditions have not changed since the original appraisal there are more recent comparable sales to be analyzed. For this reason, newer sales comparables have been added in addition to the original data to support our analysis. These sales are presented and analyzed below.

COMPARABLE LAND SALES SUMMARY TABLE AND MAP

Sale #	Location	Seller	Sale Date	Sale Price	Size Acres	Size SF	Zoning	Price / SF
DC#	APN No.(s)	Buyer	Doc #					
LS-1 5938	1578 Creekside Drive Folsom, California APN: 071-1960-001	Fred and Cathy Katx 2009 Family partnership Creekside, LLC	4/26/2021 2021- 04261392	\$1,600,000	1.91±	83,200±	BP-PD	\$19.23
LS-2 5937	9433 Greenback Lane Orangevale, California APN: 223-0122-070	Donald H Althoff and Jean C Althoff Finkelstein Commercial Properties	12/30/2020 2020- 12301721	\$150,000	0.47±	20,473±	SPA	\$7.32
LS-3 5932	Green Valley Road El Dorado Hills, California APN: 124-301-045	RAP Sunnyside LLC Sophia Parkway Retail Partners, LLC	3/17/2020 2020-012409	\$1,500,000	2.38±	103,673±	C	\$14.47
SUBJECT	9900 Greenback Lane Folsom, California APNs: 223-0062-019 and -020	Appraisal (Main Portion)	---	---	2.80±	121,968±	C-3	---



DISCUSSION OF SALE COMPARABLES

The property appraised is a suburban commercial site. Given limited sales data, and physical differences between the comparable sales selected for analysis, differences in physical characteristics were considered qualitatively.

Clearly, the results of the analysis of each comparable are not absolute; therefore, the appraisers consider the strengths and weaknesses of the analysis in the reconciliation process by giving more or less weight to specific comparable properties. In the analysis of the individual comparable sales, property characteristics identified that could have an impact on value are considered. The most significant property characteristics considered are property rights transferred, financing, conditions of sale, changes in market conditions, location, access, topography, zoning/general plan designation, shape, availability of utilities, existing easements, and overall utility.

All of the properties analyzed are fee simple transactions and no significant considerations are merited for property rights. It was reported that the sales were either cash, or cash equivalent and there were no unusual conditions of sale, unless otherwise noted. The comparable sales range from March 2020 through April 2021. Additional comparisons between the subject and comparables are discussed as follows.



Comparable Land Sale 1

This is the sale of 1.91-acres of land located at 1578 Creekside Drive in Folsom. The site has a good location with frontage along East Bidwell Street, a throughfare in Folsom. The location also benefits from its proximity to Folsom's Central District which contains large box stores, retail storefronts and commercial services. The site is level and at street grade and primarily vacant, with the exception of a small asphalt paved parking lot located at the

southern corner of the parcel. The site has access to all municipal utilities. The Business Park Planned Development zoning allows for a mix of industrial and commercial uses; however, the neighborhood is primarily built out with large box stores, retail and office space. The buyer took part in a 1031 exchange and plans to develop medical offices on the site. Escrow closed on April 26, 2021, for \$1,600,000 or \$19.23 per square foot.

The comparable sale has a stronger location than the subject due to its proximity to the Central District in Folsom and corner parcel along East Bidwell Street which is superior. The comparable parcel has better utility than the subject which is superior. Overall, based on location and utility of the site the comparable is superior to the subject indicating a value lower than \$19.23 per square foot.

Comparable Land Sale 2

This is the sale of 0.47 acres of land located at 9433 Greenback Lane in Orangevale. The site is level, at street grade and has access to municipal services. The site has approximately 115 feet of frontage and exposure along Greenback Lane, however, the frontage is not improved with sidewalks, curbs, or gutters. The special plan area zoning allows for light industrial and commercial uses. The surrounding buildout is comprised of light industrial, commercial office and services and several trailer parks.



This comparable is all level and at street grade which is superior to the subject. However, the comparable has an inferior location and does not have street improvements both of which are inferior. Overall, primarily due to location this comparable is inferior to the subject indicating a value much higher than \$7.32 per square foot.



Comparable Land Sale 3

This is the sale of 2.38 acres of land proposed for commercial use located at the SWC of Green Valley Road and Sophia Parkway. The site consists of raw land which is generally level and at street grade. However, towards the back of the site there is a portion which slopes down. The site has access to municipal services but is not currently connected. However, the sale had a long escrow period due to an easement issue with the neighboring property for utilities which cross the subject. Escrow closed on May 17, 2020, for \$1,500,000 or \$14.47 per square foot.

This comparable has a slightly superior location than the subject. The comparable has areas which slope and are unbuildable similar to the subject. Although the comparable has access to municipal services they are not currently connected which is slightly inferior. Overall, due to small offsetting characteristics this comparable is considered similar to the subject indicating a value close to \$14.47 per square foot.

VALUE CONCLUSION

Based on the previous discussion, the comparable sales indicate a bracketed range for the subject from approximately \$2.67 per square foot to \$3.50 per square foot as shown in the following table.

Comp No.	Subject Value Less Than / Greater Than	Size (AC)	Sale Date	Sale Price / SF
LS-1	<	1.91	4/21	\$19.23
<i>Subject ranges from \$14.47 to \$19.23</i>				
LS-3	=	2.38	3/20	\$14.47
LS-2	<	0.47	12/20	\$7.32

The previous appraisal report concluded with a land value for the subject property of \$15.00 per square foot on the date of value, March 20, 2019. Conversations with brokers and professionals within the subject’s commercial real estate market indicate that the market has been stable since the previous date of value. The sales presented above all sold within the last 18 months and indicate a similar value for the subject. For these reasons we conclude with a land value for the subject property of \$15.00 per square foot.

The portion of the larger parcel that is known to be located within the existing right-of-way as minimal rights remaining. Given the minimal rights to the owner we have valued the area located within the roadway at \$1.

VALUE OF THE LARGER PARCEL (LAND ONLY)

Main Portion – 118,487 SF x \$15.00	=	\$	1,777,305
Sewer Easement Portion – 2,033 SF x \$15.00 x 5%	=	\$	1,525
Isolated Remnant Portion – 1,448 SF x \$15.00 x 25%	=	\$	5,430
Area located within the Steet – 967.70 SF @\$1	=	\$	1
Total Larger Parcel Value		\$	1,784,261

It is noted that the concluded value above reflects land only, which is why it is lower than the last sale of the property in 2019. The prior sale included land plus all site improvements including the restaurant building.

SCENARIO 1 (OPTION A)

VALUE OF THE PROPOSED ACQUISITION

The property being acquired is valued based on its contributory value as part of the larger parcel. This includes land (fee, all easements, except TCE's) and improvements located within the area of the acquisition. The city of Folsom is proposing to acquire a 0.03324± acre (1,448± square foot) easement from the subject property. The permanent easement is for sewer, public utilities, and right-of-way purposes as described earlier within the report. This is generally consistent with the rights acquired for the existing sewer easement already encumbering the larger parcel. The unit value of the larger parcel was previously determined to be \$15.00 per square foot; however, the proposed acquisition area represents the isolated remnant portion of the large parcel. This portion of the larger parcel already has limited utility with only 25% of fee simple value remaining in its current condition. As discussed, the proposed easement language is highly encumbering and represents 95% of the fee simple interest. The value of the acquisition is presented as follows.

LAND

Value of the Proposed Permanent Easement

1,448±Square Feet X \$15/SF x 25% x 95%	=	\$	5,159
Total		\$	5,159

SITE IMPROVEMENTS

There are various site improvements and structures located within the existing easement. The City of Folsom previously acquired the rights and constructed these site improvements/structures. Therefore, the contributory value of these items is not considered in the residual rights valuation. It should be noted, within the proposed acquisition area is various site improvements which include asphalt, sidewalks, driveway, grate/drain, and raw land with some gravel. The comparable market data has similar improvements, and the value of these improvements is considered inherent in the market data.

No additional contributory value is allocated in our analysis.

TOTAL VALUE OF THE PROPOSED ACQUISITION

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

Value of the Proposed Acquisition (Permanent Easement):

Land	\$	5,159
Site Improvements	\$	0
Total	\$	5,159

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. The value of the remainder as part of the larger parcel is equal to deducting the part acquired (land) from the value of the larger parcel, which yields:

\$1,784,261 – \$5,159 \$ 1,779,102

VALUE OF THE REMAINDER, AFTER ACQUISITION, BEFORE BENEFITS (LAND ONLY)

To determine the total market value associated with the acquisition, the partial acquisition appraisal process requires valuation of the remainder parcel as a separate and distinct parcel considering all the market forces that indicate a loss in value to the remainder parcel. Overall, the proposed acquisition will not negatively impact the utility, desirability, or marketability of the remainder. The part acquired represents, a small area identified as the isolated remnant.

The remainder property will not significantly diminish in size from the before condition. Access will not be impacted, and the property will continue in a similar utility in the after condition. Overall, we have concluded there is no impact to the fair market value of the remainder. The highest and best use of the remainder property is not significantly altered or limited as a result of the proposed acquisition. In the after condition, the per unit indicator remains the same.

Please note, the proposed easement language for the permanent easement is concluded to be heavily encumbering and represents 95% of the remaining 25% interest of the proposed easement area. As such, the residual property rights to the property owner in this area is 1.25%, while the balance of the property is still considered to have similar remaining property rights as in the before condition.

Value of the Remainder, After Acquisition Before Benefits (Land Only)

Main Portion – 118,487 SF x \$15.00 x 100%	=	\$	1,777,305
Sewer Easement Portion – 2,033 SF x \$15.00 x 5%	=	\$	1,525
(Proposed Easement) Isolated Remnant Portion – 1,448 SF x \$15.00 x 1.25%	=	\$	271
Encumbered Area (Roadway)	=	\$	1
Total Larger Parcel		\$	1,779,102

SEVERANCE DAMAGES

The value of the remainder as part of the larger parcel is compared to the value of the remainder as a separate parcel after acquisition to estimate the loss in value to the remainder as a measure of severance damages.

LOSS IN MARKET VALUE

Value of the Remainder as Part of the Larger Parcel		\$	1,779,102
Value of the Remainder, After Acquisition, Before Benefits	-	\$	1,779,102
Loss in Market Value		\$	0

CONSTRUCTION CONTRACT WORK

None.

COST TO CURE

None.

SEVERANCE DAMAGE SUMMARY

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

**VALUE OF THE REMAINDER, AFTER ACQUISITION, CONSIDERING BENEFITS
(LAND ONLY)**

To determine the total market value associated with the acquisition, the appraisal process requires the valuation of the remainder as a separate and distinct parcel considering all the market forces that indicate any increase in value resulting from the construction in the manner proposed to the remainder property. In the after condition, the per unit indicator remains the same. Overall, the proposed acquisition will not positively impact the utility, desirability, or marketability of the remainder.

The value of the remainder after acquisition considering benefits is:

Value of the Remainder, After Acquisition, Considering Benefits		\$	1,779,102
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BENEFITS

Under California eminent domain law, any potential benefits to the remainder can only be used to offset damages to the remainder. No benefits inure to the remainder due to the proposed project.

GAIN IN MARKET VALUE

Value of the Remainder, After Acquisition, Considering Benefits		\$	1,779,102
Less Value of the Remainder, After Acquisition, Before Benefits	-	\$	1,779,102
Gain in Market Value		\$	0

OPINION OF THE FAIR MARKET VALUE

Scenario 1		
Permanent Acquisition (Sewer Easement)	\$	5,159
Net Severance Damages	\$	0
Total	\$	5,159
Rounded	\$	5,200

SCENARIO 2 (OPTION B)

VALUE OF THE PROPOSED ACQUISITION

The property being acquired is valued based on its contributory value as part of the larger parcel. This includes land (fee, all easements, except TCE's) and improvements located within the area of the acquisition. The City of Folsom is proposing to acquire 0.24± acres (10,454± square feet) in fee from the subject property. This area is already encumbered by an existing 2,033 square foot sewer easement which retained 5% of its value and an isolated remnant area totaling 1,448 square feet which retained 25% of its value. In addition, it is noted that 976.70± Square feet of the proposed acquisition is located within the existing roadway. Given the minimal rights remaining we have valued this are at \$1. The acquisition will be utilized for the city's sewer system. The value of the acquisition is presented as follows.

LAND

Value of the Proposed Acquisition

Unencumbered Fee Acquisition Area			
6,005.30±Square Feet X \$15/SF	=	\$	90,080
Remaining rights of Isolated Remnant Area			
1,448±Square Feet X \$15/SF x 25%	=	\$	5,430
Remaining Rights of Existing Sewer Easement Area			
2,033±Square Feet X \$15/SF x 5%	=	\$	1,525
Remaining Rights of Existing Sewer Easement Area			
967.70±Square Feet @ \$1	=	\$	1
Total Acquisition		\$	97,036

SITE IMPROVEMENTS

It should be noted, within the proposed acquisition area is various site improvements which include asphalt, sidewalks, driveway, grate/drain, and raw land with some gravel. The comparable market data has similar site improvements, and the value of these improvements is considered inherent in the market data. No additional contributory value is allocated in our analysis.

TOTAL VALUE OF THE PROPOSED ACQUISITION

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

Value of the Proposed Acquisition (Fee):

Land	\$	97,036
Site Improvements	\$	0
Total	\$	97,036

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. The value of the remainder as part of the larger parcel is equal to deducting the value of the part acquired (land) from the value of the larger parcel, which yields:

\$1,784,261 - \$97,036	\$ 1,687,225
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VALUE OF THE REMAINDER, AFTER ACQUISITION BEFORE BENEFITS (LAND ONLY)

To determine the total market value associated with the acquisition, the partial acquisition appraisal process requires valuation of the remainder parcel as a separate and distinct parcel considering all the market forces that indicate a loss in value to the remainder parcel. Overall, the proposed acquisition will not negatively impact the utility, desirability, or marketability of the remainder.

The property will continue to have a similar utility in the after condition. Overall, we have concluded there is no impact to the fair market value of the remainder. The highest and best use of the remainder property is not significantly altered or limited as a result of the proposed acquisition. In the after condition, the per unit indicator for the remainder remains the same as for the larger parcel

LAND

Value of the Remainder, After Acquisition Before Benefits	\$ 1,687,225
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SEVERANCE DAMAGES

The value of the remainder as part of the larger parcel is compared to the value of the remainder as a separate parcel after acquisition to estimate the loss in value to the remainder as a measure of severance damages.

LOSS IN MARKET VALUE

Value of the Remainder as Part of the Larger Parcel	\$ 1,687,225
Value of the Remainder, After Acquisition, Before Benefits	\$ 1,687,225
Loss in Market Value	<u>\$ 0</u>

CONSTRUCTION CONTRACT WORK

None.

COST TO CURE

None.

SEVERANCE DAMAGE SUMMARY

Loss in Market Value	\$	0
Cost to Cure	\$	<u>0</u>
Total Damages	\$	0

VALUE OF THE REMAINDER, AFTER ACQUISITION, CONSIDERING BENEFITS (LAND ONLY)

To determine the total market value associated with the acquisition, the appraisal process requires the valuation of the remainder as a separate and distinct parcel considering all the market forces that indicate any increase in value resulting from the construction in the manner proposed to the remainder property. In the after condition, the per unit indicator remains the same. Overall, the proposed acquisition will not positively impact the utility, desirability, or marketability of the remainder.

The value of the remainder after acquisition considering benefits is:

LAND		
Value of the Remainder, After Acquisition, Considering Benefits	\$	1,687,225

BENEFITS

If the project results in an increase in value to the remainder resulting from the construction in the manner proposed, developing a new opinion of value will be considered; however, under California eminent domain law any potential benefits to the remainder can only be used to offset severance damages to the remainder. No measurable benefits inure to the remainder parcel due to the construction in the manner proposed.

Value of the Remainder, After Acquisition, Considering Benefits	\$	1,687,225
Less Value of the Remainder, After Acquisition, Before Benefits	\$	<u>1,687,225</u>
Gain in Market Value	\$	0

OPINION OF THE FAIR MARKET VALUE

Scenario 2		
Permanent Acquisition (Unencumbered Fee Land)	\$	90,080
Permanent Acquisition (Existing Sewer Easement)	\$	1,525
Permanent Acquisition (Existing Isolated Remnant)	\$	5,430
Permanent Acquisition (Roadway Area)	\$	1
Net Severance Damages	\$	<u>0</u>
Total	\$	97,036
Rounded	\$	97,100

FINAL CONCLUSIONS

FAIR MARKET VALUE CONCLUSION (SCENARIO 1)

Scenario 1	
Permanent Acquisition (Sewer Easement)	\$ 5,159
Net Severance Damages	\$ 0
Total	\$ 5,159
Rounded	\$ 5,200

FAIR MARKET VALUE CONCLUSION (SCENARIO 2)

Scenario 2	
Permanent Acquisition (Unencumbered Fee Land)	\$ 90,080
Permanent Acquisition (Existing Sewer Easement)	\$ 1,525
Permanent Acquisition (Existing Isolated Remnant)	\$ 5,430
Permanent Acquisition (Roadway Area)	\$ 1
Net Severance Damages	\$ 0
Total	\$ 97,036
Rounded	\$ 97,100

APPENDIX

APPRAISER'S CERTIFICATIONS

APPRAISER'S 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 not appraised the property within the last three years as part of the same project. I have provided no other services pertaining to the subject property in the past three years.
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 did make an inspection of the property that is the subject of this report from the adjacent right of way.
12. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
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.

16. Lawrence Clark with Bender Rosenthal provided significant assistance in the preparation of this report including researching the subject property, researching comparable sales, and the development of a value range. No one else beyond the undersigned provided assistance in the preparation of this report.
17. 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.



David C. Houghton, MAI

Certified General Real Estate Appraiser

California Certificate No. AG039402

PLAT AND LEGAL

July 27, 2021

EXHIBIT 'A'

**SEWER LIFT STATION EASEMENT
LEGAL DESCRIPTION**

A portion of Parcel 1 as shown on Parcel Map recorded in Book 19, of Parcel Maps, Page 25, Records of Sacramento County, located in Lot 2 of Section 35, Township 10 North, Range 7 East, M.D.B.& M., County of Sacramento, State of California, described as follows:

Commencing at the southeast corner of said Parcel 1, thence North 52°48'15" West along the easterly line of said Parcel 1 a distance of 105.26 feet to the easterly extend of the northerly line of City of Folsom Sewer Easement as shown on said Parcel Map and **True Point of Beginning**; thence leaving said easterly line of said Parcel 1 along northerly and easterly line of said City Easement the following four (4) consecutive courses and distance:

1. North 82°58'24" West a distance of 67.17 feet;
2. South 07°01'36" West a distance 6.74 feet;
3. North 82°58'24" West a distance of 2.11 feet;
4. North 05°03'45" East a distance of 47.99 feet to a point on the easterly line of said Parcel

1; thence South 52°48'15" East along said easterly line a distance of 82.03 feet to **Point of Beginning**.

Containing 1448 square feet, more or less.

The above-described easement is shown on Exhibit "B" attached hereto and made a part hereof.

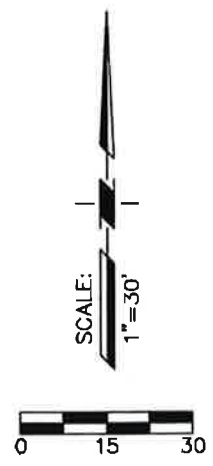
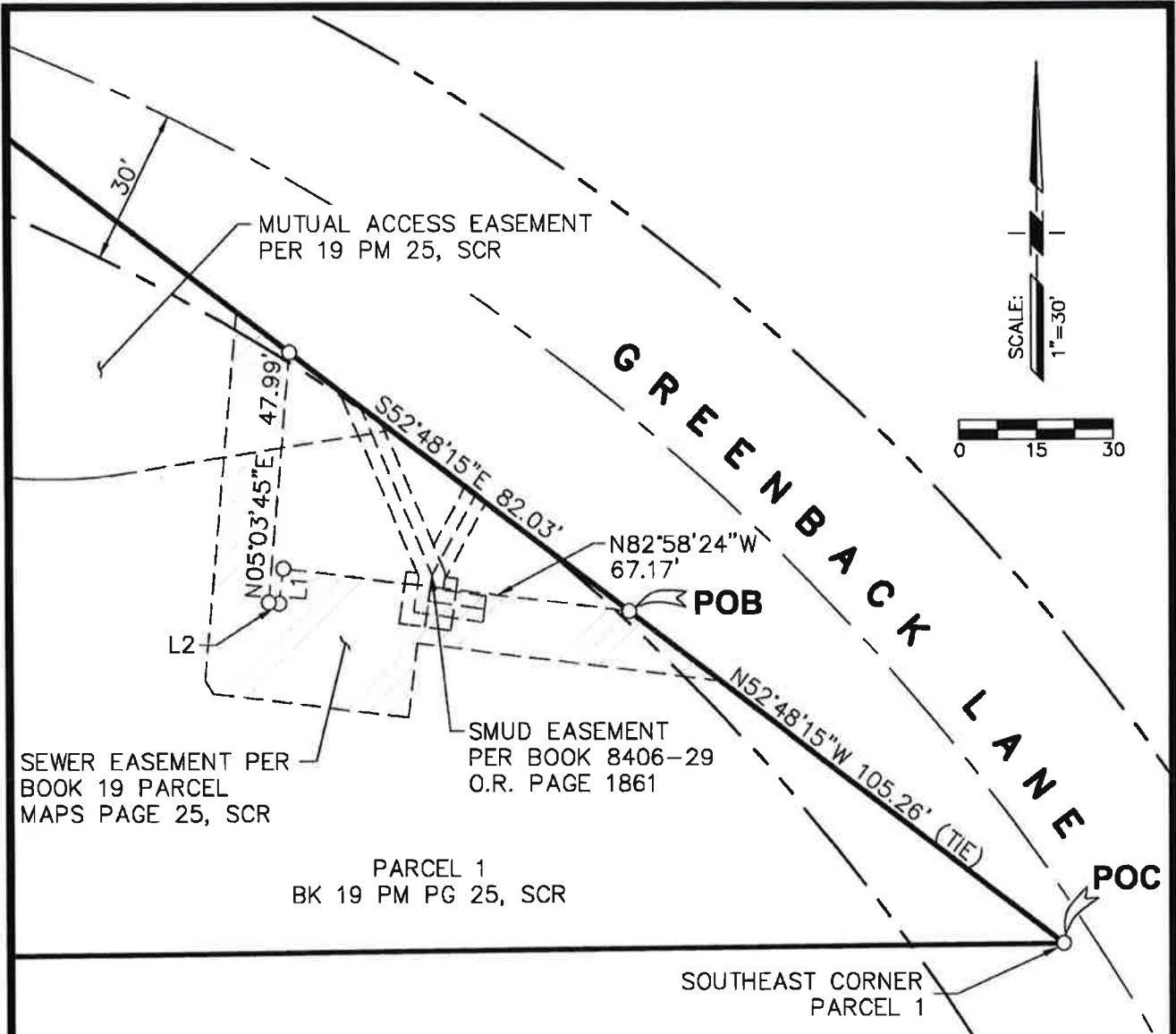
The basis of bearings of this description is based on Parcel 1 as shown on Parcel Map recorded in Book 19, of Parcel Maps, Page 25, Records of Sacramento County. All distances are Ground distances.


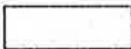
End of Description

This description was prepared by me or under my direction:

Dana John Remington L.S. 8448





-  PROPOSED SEWER ESMT
1448± SQ. FEET
-  SEWER ESMT PER
BK 19 PM Pg 25

LINE TABLE

NO.	BEARING	DISTANCE
L1	S07°01'36"W	6.74'
L2	N82°58'24"W	2.11'



EXHIBIT 'B'
SEWER LIFT
STATION EASEMENT
 A PORTION OF LOT 2
 SECTION 35, T.10 N., R.7 E., M.D.B.M.
 CITY OF FOLSOM
 SACRAMENTO COUNTY, CALIFORNIA
 SCALE: 1"=30' JULY 2021

PSOMAS

11661 Blocker Drive, Suite 200
 Auburn, Ca. 95603
 (800) 400-7072

January 4, 2021

EXHIBIT 'A'

LEGAL DESCRIPTION

A portion of Parcel 1 as shown on Parcel Map recorded in Book 19, of Parcel Maps, Page 25, Records of Sacramento County, located in Lot 2 of Section 35, Township 10 North, Range 7 East, M.D.B.& M., County of Sacramento, State of California, described as follows:

Beginning at the southeast corner of said Parcel 1, thence along the southerly line of said Parcel 1 South 89°22'45" West a distance of 170.47 feet to a point that is approximately 0.2'± easterly of the north-south projection of the easterly face of an existing concrete block wall; thence leaving said southerly line North 05°10'27" East along a line parallel with and offset 0.2'± easterly of said face of concrete block wall a distance of 123.28 feet to a point on the easterly line of said Parcel 1; thence southeasterly along said easterly line South 52°48'15" East a distance of 200.04 feet to the **Point of Beginning**.

Containing 0.240 acres, more or less.

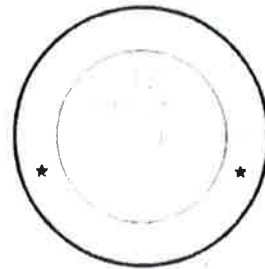
The above-described easement is shown on Exhibit "B" attached hereto and made a part hereof.

The basis of bearings of this description is based on Parcel 1 as shown on Parcel Map recorded in Book 19, of Parcel Maps, Page 25, Records of Sacramento County. All distances are Ground distances.

End of Description

This description was prepared by me or under my direction:

Dana John Remington L.S. 8448



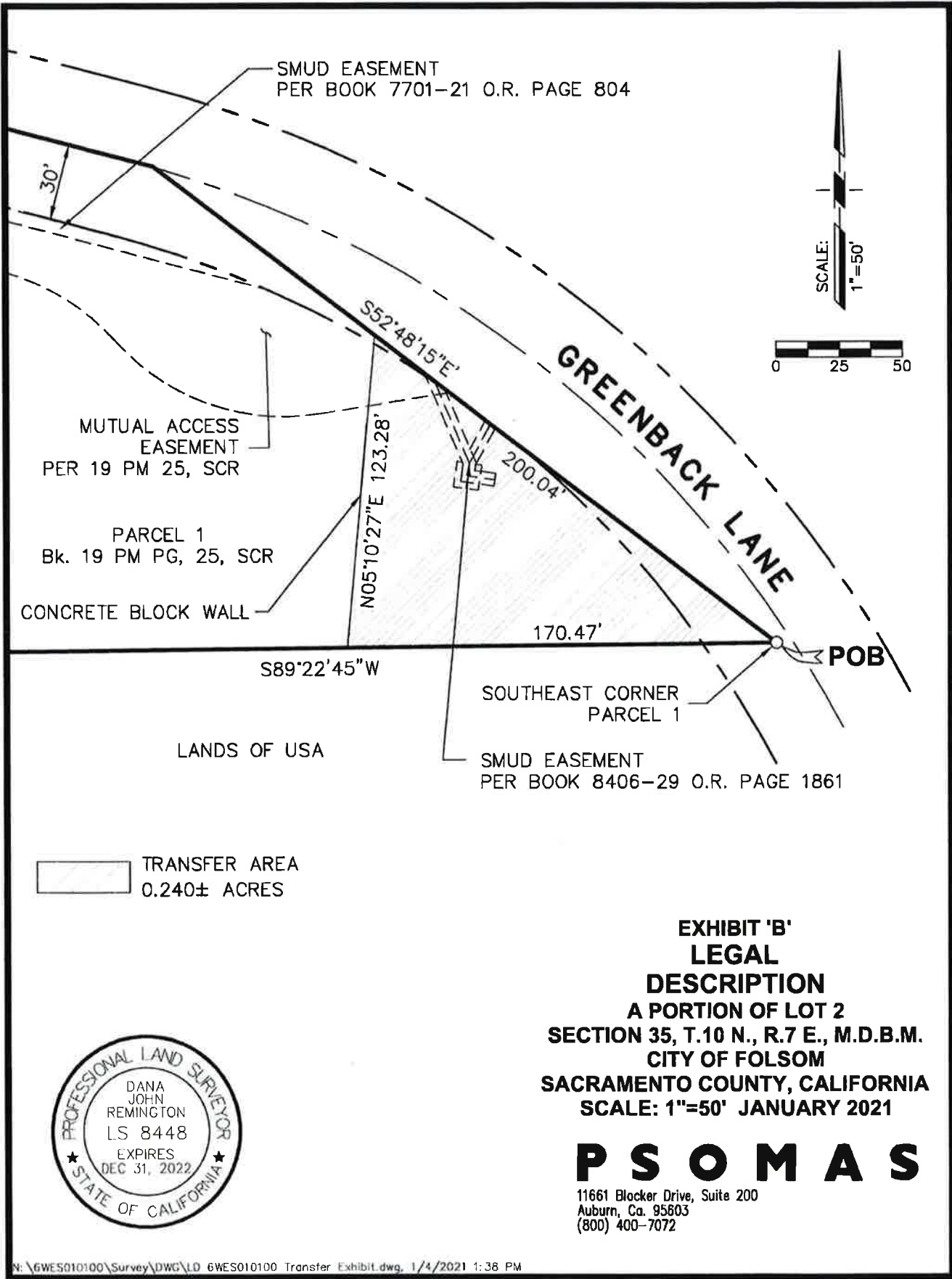


EXHIBIT 'B'
LEGAL
DESCRIPTION
A PORTION OF LOT 2
SECTION 35, T.10 N., R.7 E., M.D.B.M.
CITY OF FOLSOM
SACRAMENTO COUNTY, CALIFORNIA
SCALE: 1"=50' JANUARY 2021

PSOMAS

11661 Blocker Drive, Suite 200
Auburn, Ca. 95603
(800) 400-7072

APPRAISER'S QUALIFICATIONS

PROFESSIONAL QUALIFICATIONS



YEARS OF EXPERIENCE

15 Years (with BRI since 2014)



EDUCATION

BS, Science of Business
Management
University of Phoenix
Phoenix, Arizona



PROFESSIONAL REGISTRATIONS

California Certified General
Real Estate Appraiser
AG 039402



PROFESSIONAL AFFILIATIONS

Sacramento-Sierra Chapter of
Appraisal Institute



DESIGNATIONS

MAI, Appraisal Institute

DAVID HOUGHTON, MAI

Manager of Agency Appraisal

David Houghton is a Senior Appraiser with Bender Rosenthal (BRI). He has been involved in real estate appraising since 2005 and is a Certified General Appraiser in the State of California. He has professional experience appraising a wide range of property types, including industrial, office, medical office, retail, multifamily, condemnation, right of way, residential subdivisions, and various agricultural/rural residential property types. Between 2007 and 2014 he worked exclusively on low income housing appraisal assignments. While focused on that specialty, Dave gained experience appraising affordable housing and conducting market studies for Low Income Housing Tax Credit (LIHTC) developers. In 2014, David began working with BRI and has since shifted his focus and expertise into right of way appraisal assignments.

Geographically, Dave has appraised properties and completed market studies throughout Southern and Northern California, Washington, Hawaii, and Nevada, with the bulk of the experience in Southern and Northern California.

REPRESENTATIVE VALUATIONS INCLUDE

Office – Existing and proposed office properties in Sacramento Region and Central Valley.

Retail – Existing and proposed retail properties in Northern and Southern California.

Industrial – Existing and proposed industrial properties in Sacramento Region and Central Valley.

Multi-family – Existing and proposed multi-family properties in Northern and Southern California, the state of Washington, New Mexico, Nevada and Hawaii.

Mixed Use – Existing and proposed mixed use properties in Northern and Southern California.

Subdivision – Proposed residential subdivisions in Sacramento Region and Central Valley.

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

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

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

Multi-family Market Studies – Existing and proposed multi-family LIHTC/HUD/USDA properties in Northern and Southern California, the state of Washington, New Mexico, Nevada and Hawaii.