



BENDER
ROSENTHAL
INCORPORATED

August 14, 2025

Lake County Air Quality Management District
2617 South Main Street
Lakeport, California 95453

RECEIVED

AUG 18 2025

LAKE COUNTY AQMD

Re: County of Lake Offer to Purchase Government Code § 7267.2

South Main / Soda Bay Road Widening Project

Site Address: 2617 S. Main Street, Lakeport, California /Assessor's Parcel No. 005-053-220

Dear Property Owner:

The County of Lake is proceeding with the South Main Street / Soda Bay Road Widening and Bike Lanes Project ("Project"). The overall goal of the Project is to improve traffic flow and bicyclist safety along South Main Street and Soda Bay Road. The project will include the widening of 0.5-mile segment along South Main Street from the Lakeport city limits to the State Route (SR) 175 extension, and a 0.75-mile segment along Soda Bay Road extending south from SR 175 to approximately 0.1 mile west of Manning Creek. This project will add a continuous center turning and bicycle lanes. In conjunction with the widening project, the overhead utility lines will be placed underground.

A portion of your property located at 2617 S. Main Street, Lakeport, CA will be affected by the Project. The County of Lake has retained Bender Rosenthal, Inc. to value and acquire the property interests necessary for this project.

The County, as a public agency, is required by law to provide just compensation for the acquisition of property used for public purposes, therefore, in accordance with Government Code section 7267.2, the County of Lake hereby makes an offer in the amount of \$4,500 to acquire 6,893± sf of Fee Interest. Enclosed for your review and approval are the following documents:

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

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

If you have any comments or items of specific concern you would like to discuss, please call me at (916) 742-8599 or via email r.baur@benderrosenthal.com.

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

Sincerely,

Renee Baur, CEO
Acquisition Agent

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

The County of Lake is proposing to construct the Soda Bay Road Corridor Improvement Project. Your property located at 2617 S. Main Street, Lakeport, CA is within the project area, and is also identified by the County Assessor as APN: 005-053-220.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the County of Lake purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the prorated portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The County of Lake will offer to purchase any remnant(s) considered by the County of Lake to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements have been made. The interests to be acquired are 6,893 square feet of fee title (partially encumbered by prescriptive rights), as shown on the attached plat maps.
4. The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Statement and Summary of Basis for Appraisal, and such amount represents the full amount of the appraisal of just compensation for the property to be purchased and;
 - a. Is not less than the approved appraisal of the fair market value of the property as improved;
 - b. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - c. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the County of Lake.
5. Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the County of Lake will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:
 - a. You, not the County of Lake, must order the appraisal. Should you enter into a contract with the selected appraiser, the County of Lake will not be a party to the contract.
 - b. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREAA), formerly known as the Office of Real Estate Appraisers.
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Lake c/o Bender Rosenthal Inc., 2825 Watt Avenue, Suite 200, Sacramento, CA 95821. County of Lake, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for the completed work by the appraiser must be provided to the County of Lake concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure
7. If you ultimately elect to reject the County of Lake's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation of all or part of your interest in real property sought to be acquired by the County of Lake as set forth in Streets and Highways Code Section 104.2.



LANDS OF DUNKEN NEIL
& VIOLET TRUSTEE
DOC. NO. 1990-1525455
005-053-21

S 71°17'23" W 30.00'
N 71°17'23" E 11.78'

S 18°51'09" E 29.31'

S 19°04'16" E 20.00'

S 71°17'23" W 10.00'

LANDS OF LAKE COUNTY AIR QUALITY
MANAGEMENT DISTRICT
DOC. NO. 2014-012930
005-053-22

S 20°29'38" E 140.27'
N 19°04'16" W 174.21'

S 18°32'11" E 36.98'

LANDS OF ROBINSON
OIL CORPORATION
DOC. NO. 2007-024674
005-035-10

N 89°18'51" W 5.21'
N 89°18'51" W 31.77'

POB

LEGEND

- DIMENSION POINT
-  PTN. ACQUISITION 855± SQUARE FEET
-  PTN. PRESCRIPTIVE RW 6,038± SQUARE FEET
- POB POINT OF BEGINNING

SCALE: 1" = 30'
0 15 30 60

 **QUINCY**
ENGINEERING



SETH H. IRISH

DATE

COUNTY OF LAKE
STATE OF CALIFORNIA

EXHIBIT "B"

DR. BY: ADD			DATE: 4/19/2022	
CKD BY: SHI			SCALE 1" = 40'	
CO.	RTE.	PM		
LAK			2 OF 2	

SIGNING INSTRUCTIONS FOR OWNER

County of Lake
South Main Street / Soda Bay Road Widening and Bike Lanes Project

Lake County Air Quality Management District

APN: 005-053-220

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

- 1) Purchase Agreement, 2 copies
- 2) Grant Deed, 2 copies

Pages that require signatures are marked with “Sign Here” tags. **Please note that all signatures on the Deeds must be acknowledged by a notary public.**

Copies of these documents are enclosed for your files.

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



Renee Baur, CEO
Acquisition Agent
(916) 742-8599

Assessor Parcel #	Owner	Site Address	Project
005-053-220	Lake County Air Quality Management District	2617 S. Main Street, Lakeport, CA	South Main Street / Soda Bay Road Widening and Bike Lanes Project

PURCHASE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of _____ Effective Date”) by Lake County Air Quality Management District (“Grantor”) and the County of Lake, a Political Subdivision of the State of California (“Grantee”).

A Grant Deed in favor of the County of Lake, a Political Subdivision of the State of California, identified as Exhibit “A”, is attached hereto and made a part hereof.

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

1. (A) The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in the attached Grant Deed, for public roadway and utility purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both Parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
2. Grantee shall:
 - (A) Pay the undersigned Grantor the sum of \$4,500 (FOUR THOUSAND FIVE HUNDRED DOLLARS) for the property or interest conveyed by the above documents when title to said property vests in the County of Lake free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the Grantee, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through First American Title Company, 805 11th Street, Lakeport, California 95453, Escrow No. 7269484.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to Grantor and at the time of construction, Grantee shall reestablish and conform existing driveway approaches and all fencing and/or gates will be relocated and/or replaced in like-kind. Upon completion of construction, the road approach will be considered as an encroachment under permit on the County roadway and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to the laws of the County of Lake and the rules and regulations of the County Public Works Department.
3. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.
5. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements, shall commence when funds are deposited into escrow and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
6. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party this agreement may be rescinded by Grantee; in such an event, Grantee may reappraise the property and make an offer thereon.
7. It is understood and agreed by and between the Parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway and utility project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.

8. Permission is hereby granted to the Grantee or its authorized agent to enter on Grantor's land, where necessary, to complete work as described above in Clause 2(D) of this contract. Grantor understands and agrees that after completion of the work as described in this contract said facilities will be considered as Grantor's sole property and Grantor will be responsible for any maintenance and repair.
9. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for the following improvements: 350 LF of asphalt paving, which are considered to be part of the realty and are being acquired by the Grantee in this transaction.
10. A Temporary Construction Easement is needed to facilitate construction activities for the Soda Bay Rd Corridor Improvement Project. Said easement shall be for a period of thirty-six (36) months beginning November 1, 2025 and ending October 31, 2030. Permission is hereby granted to the Grantee or its authorized agent to enter upon Grantor land where necessary within that certain area identified as a temporary construction easement for the purpose described.

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

11. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided to Title prior to the close of escrow.
12. Grantee agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of the Grantee's operations under this agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the Grantee will, at its option, either repair or pay for such damage.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, Grantee may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

Grantor: Lake County Air Quality Management District

By: _____

Name: _____

Its: _____

Grantee: County of Lake, a Political Subdivision of the State of California

By: _____

Lars Ewing
Public Works Director

EXHIBIT "A"

RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax); and \$0.00 (City Tax).

☒ Unincorporated area, County of Lake; or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____

EXHIBIT "A"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B. & M. WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF LAKE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING CENTERLINE OF SOUTH MAIN STREET (FORMERLY STATE HIGHWAY NO. 29), SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE GRANT DEED FROM NESLO GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT RECORDED AS DOCUMENT NO. 2014012930 ON OCTOBER 24, 2014 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY; THENCE, LEAVING SAID CENTERLINE AND ALONG THE SOUTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT, NORTH 89° 18' 51" WEST (NORTH 89° 11' 00" WEST) 36.98 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 19° 04' 16" WEST, 174.21 FEET; THENCE SOUTH 71° 17' 23" WEST, 10.00 FEET; THENCE NORTH 19° 04' 16" WEST 20.00 FEET TO THE NORTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 71° 17' 23" EAST (NORTH 71° 18' 50" EAST) 41.78 FEET TO A POINT ON SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, SOUTH 18° 51' 09" EAST 29.31 FEET; THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 20° 29' 38" EAST 140.27; AND THENCE SOUTH 18° 32' 11" EAST 36.98 FEET (SOUTH 18° 41' 10" EAST 204.59 FEET) TO THE POINT OF BEGINNING.

CONTAINS 6,893.00 SQ. FEET OF LAND.

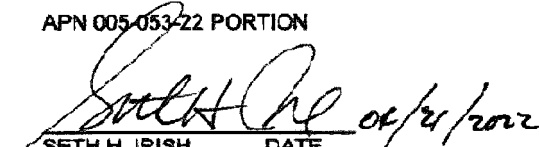
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY, HORIZONTAL CONTROL STATIONS HPGN D CA 01 CH (PID: KT2297) AND 29 LAK 36.18 (PID:DH6294) AND TAKEN AS SOUTH 53°13'09" EAST.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER BOOK 11 OF PARCEL MAPS, PAGE 7, LAKE COUNTY RECORDS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 005-053-22 PORTION

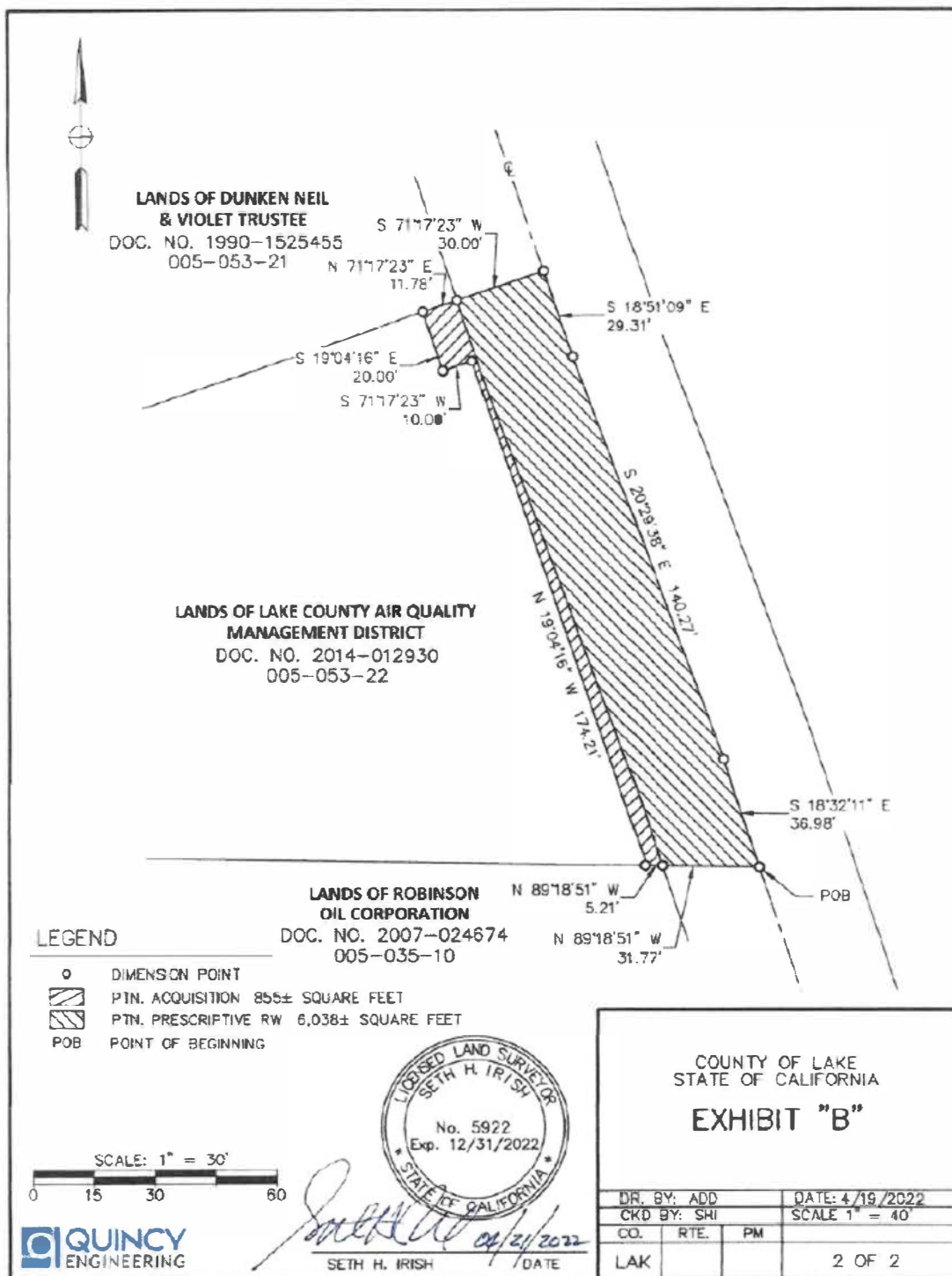

SETH H. IRISH DATE
PLS 5922

PAGE 1 OF 2



S:\Roseville\Roseville_Engineering\Roseville_Client\Lake County\LD1-350 S Main-Soda Bay\470-Surveys\47x - Q&E Surveys\Office\LEGALS\23_00505322 LAKE COUNTY AIR QUALITY.docx

Exhibit "B"



RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax): and \$0.00 (City Tax).

☒ Unincorporated area, County of Lake: or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of _____)

On _____ before me, _____,

*Date**Here Insert Name and Title of the Officer*

personally appeared _____

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

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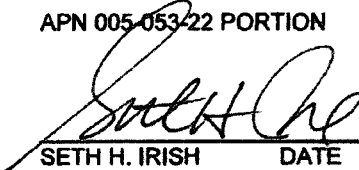
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APN 005-053-22 PORTION


SETH H. IRISH DATE 06/21/2022
PLS 5922

PAGE 1 OF 2



Exhibit "B"



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____ from Lake County Air Quality Management District, to the COUNTY OF LAKE, is hereby accepted by the undersigned officer or agent on behalf of the COUNTY OF LAKE pursuant to authority conferred by Resolution _____ adopted _____ by the Lake County Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____

Lars Ewing
Public Works Director



First American Title™

First American Title Company

California Department of Insurance License No. 2549-4

Escrow Officer: Lindsay Ostrand
Phone: (707)262-7142
Fax No.: (866)337-7509
E-Mail: lostrand@firstam.com

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

Buyer: County of Lake
Owner: Lake County Air Quality Management
Property: 2617 S Main St
Lakeport, CA 95453

PRELIMINARY REPORT

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

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

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

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

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

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

Dated as of April 30, 2025 at 7:30 A.M.

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

To Be Determined

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

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

LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT

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

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2025-2026, a lien not yet due or payable.
2. General and special taxes and assessments for the fiscal year 2024-2025 are exempt.
3. Taxes and assessments, if any, of the LAKE COUNTY SANITATION AND SEWER District.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. Abutter's rights of ingress and egress to or from STATE HIGHWAY 29 have been relinquished in the document recorded OCTOBER 24, 1966 as [BOOK 507, PAGE 189](#) of Official Records.
6. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded OCTOBER 24, 1966 as [BOOK 507, PAGE 189](#) of Official Records.

7. An easement shown or dedicated on the Map as referred to in the legal description

For: ROADWAY AND PUBLIC UTILITY EASEMENT and incidental purposes.
8. The effect of a map purporting to show the land and other property, filed IN [BOOK 64, PAGE 41](#) of Record of Surveys.
9. The terms and provisions contained in the document entitled "SPECIAL WARRANTY DEED" recorded OCTOBER 08, 2010 as INSTRUMENT NO. [2010015725](#) of Official Records.
10. The effect of a map purporting to show the land and other property, filed APRIL 23, 2015 IN [BOOK 93, PAGE 22](#) of Record of Surveys.
11. A notice of assessment recorded FEBRUARY 22, 2017 as INSTRUMENT NO. [2017002296](#) of Official Records, executed by CITY CLERK OF THE CITY OF LAKEPORT.
12. Water rights, claims or title to water, whether or not shown by the Public Records.
13. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
14. Rights of parties in possession.

INFORMATIONAL NOTES

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

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

None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Lake, State of California, described as follows:

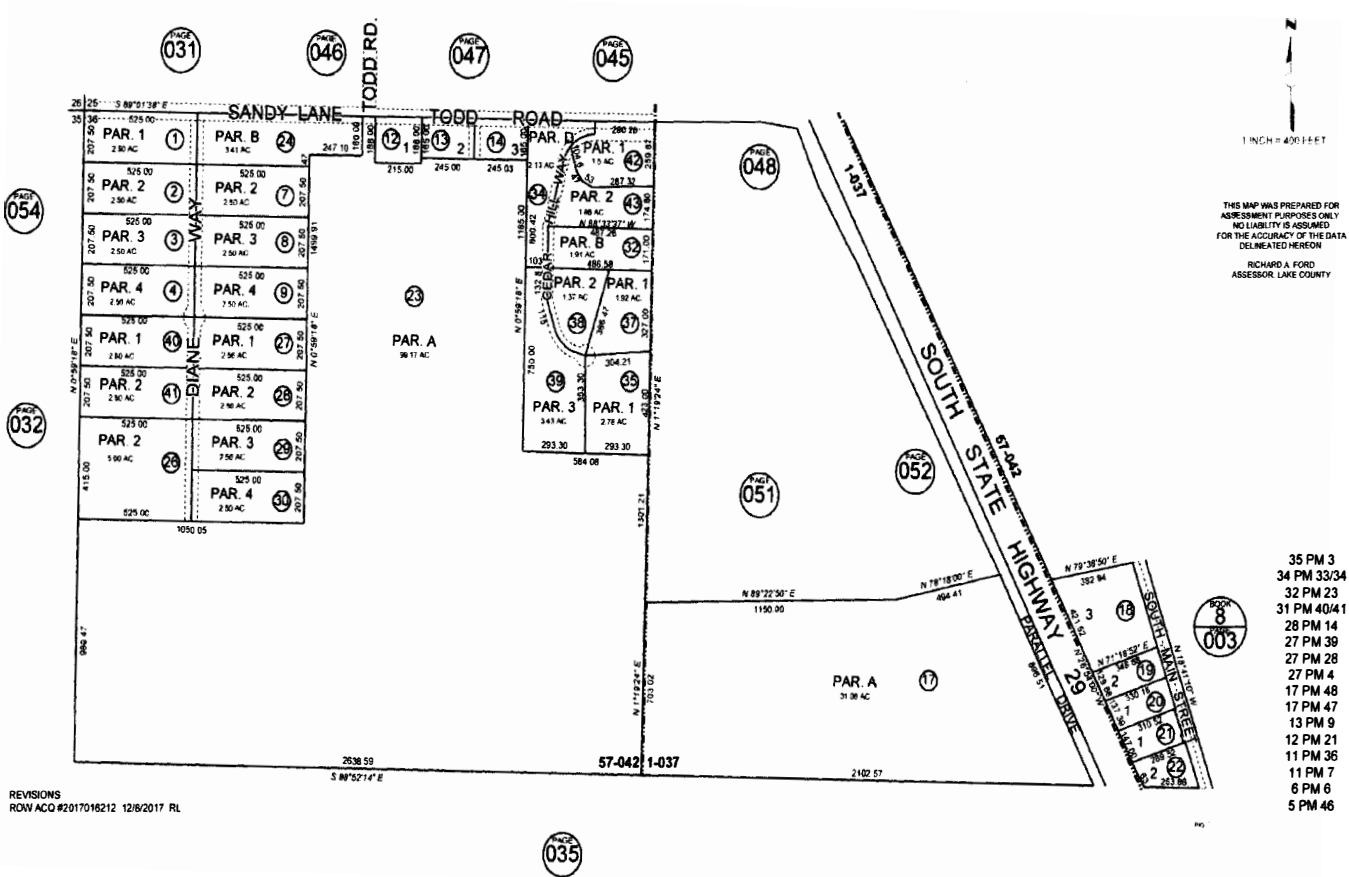
Parcel 2 as shown on a Map filed in the Office of the County Recorder of Said Lake County on June 29, 1976, in [Book 11 of Parcel Maps at Page 7](#).

APN: [005-053-220-000](#)

PORTION OF N 1/2 OF SECTION 36
T 14 N, R 10 W, MDBM

TAX RATE AREA
1-037
57-042

005-053
FORMERLY PAGE 034



NOTICE

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

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

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

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

LIMITATIONS ON COVERED RISKS

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

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

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

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

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

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

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

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

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

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

EXCEPTIONS FROM COVERAGE

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

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

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

Acquiring Real Property For:

THE COUNTY OF LAKE CALIFORNIA

**SOUTH MAIN / SODA BAY ROAD WIDENING
PROJECT**

BRI BENDER
ROSENTHAL
INCORPORATED

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INTRODUCTION

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

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

IMPORTANT TERMS USED IN THIS BROCHURE

Acquisition

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

Agency

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

Appraisal

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

Condemnation

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

Easement

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

Eminent Domain

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

Fair Market Value

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

Interest

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

Just Compensation

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

Lien

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

Market Value

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

Negotiation

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

Person

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

Personal Property

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

Program or Project

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

Waiver Valuation

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

PROPERTY APPRAISAL

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

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

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

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

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

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

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

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

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

A recent change in California law makes you eligible to receive reimbursement of up to \$5,000 for the reasonable costs associated with retaining the services of a qualified real estate appraiser, licensed by the State Office of Real Estate Appraisers, to prepare an appraisal report for those same property rights for which an offer is being made.

JUST COMPENSATION

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

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

Buildings, Structures and Improvements

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

Tenant-Owned Buildings, Structures and Improvements

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

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

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

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

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

EXCEPTIONS TO THE APPRAISAL REQUIREMENT

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

Regulations provide that the appraisal may be waived:

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

THE WRITTEN OFFER

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

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

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

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

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

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

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

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

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

Partial Acquisition

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

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

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

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

Agreement between You and the Agency

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

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

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

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

PAYMENT

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

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

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

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

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

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

POSSESSION

The agency may not take possession of your property unless:

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

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

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

SETTLEMENT

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

CONDEMNATION

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

Litigation Expenses

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

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

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

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

EMINENT DOMAIN – INFORMATION PAMPHLET (SB 698)

I. Introduction

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

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

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

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

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

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

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of fair market value is "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the order for possession should be granted. As noted above, the Agency must deposit with the Court the probable amount of just compensation in order to obtain possession of the property.

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

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

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

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

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

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

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

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

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

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

- **Am I entitled to interest?**

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

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

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

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

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

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

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

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

District 4
EEO Office
111 Grand Avenue
Oakland, CA 94612
(510) 286-5871

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

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

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

District 8
EEO Office
464 West 4th Street
San Bernardino, CA 92401
(909) 383-4229

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

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

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

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

Headquarters
Title VI Coordinator
P.O. Box 942874
(916) 639-6392

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

Braille
Large print
Computer disc
Audio version or
in a different language
upon request by calling
the Caltrans Office of
Civil Rights
(916) 639-6392
711 (TTY)



Jan 2024

Caltrans & You

Your Rights Under Title VI and Related Statutes

This brochure is designed to
inform you of the requirements of
Title VI of the Civil Rights Act of
1964 and your rights under
those requirements.



What is Title VI?

Title VI is a statute provision of the Civil Rights Act of 1964.

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

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."
(42 U.S.C. Sec. 2000d)*

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

"Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations."

Related statutes protect against discrimination based on sex, age, or disability by programs receiving federal financial assistance.

What does this mean?

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

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

Caltrans prohibits all discriminatory practices, which may result in:

- **Denial to any individual of any service, financial aid, or benefit provided under the program to which he or she may be otherwise entitled.**
- **Different standards or requirements for participation.**
- **Segregation or separate treatment in any part of the program.**
- **Distinctions in quality, quantity, or manner in which the benefit is provided.**
- **Discrimination in any activities conducted in a facility built in whole or part with federal funds.**

To ensure compliance with Title VI, related statutes, and the Presidential Executive Order on Environmental Justice, Caltrans will:

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

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

Benefits and Services

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

Are your rights being violated?

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

Who bears the responsibility for Title VI?

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

SIGNING INSTRUCTIONS FOR OWNER

County of Lake
South Main Street / Soda Bay Road Widening and Bike Lanes Project

Lake County Air Quality Management District

APN: 005-053-220

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

- 1) Purchase Agreement, 2 copies
- 2) Grant Deed, 2 copies

Pages that require signatures are marked with "Sign Here" tags. **Please note that all signatures on the Deeds must be acknowledged by a notary public.**

Copies of these documents are enclosed for your files.

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



Renee Baur, CEO
Acquisition Agent
(916) 742-8599

Assessor Parcel #	Owner	Site Address	Project
005-053-220	Lake County Air Quality Management District	2617 S. Main Street, Lakeport, CA	South Main Street / Soda Bay Road Widening and Bike Lanes Project

PURCHASE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of _____ Effective Date”) by Lake County Air Quality Management District (“Grantor”) and the County of Lake, a Political Subdivision of the State of California (“Grantee”).

A Grant Deed in favor of the County of Lake, a Political Subdivision of the State of California, identified as Exhibit “A”, is attached hereto and made a part hereof.

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

1. (A) The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in the attached Grant Deed, for public roadway and utility purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both Parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
2. Grantee shall:
 - (A) Pay the undersigned Grantor the sum of \$4,500 (FOUR THOUSAND FIVE HUNDRED DOLLARS) for the property or interest conveyed by the above documents when title to said property vests in the County of Lake free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the Grantee, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through First American Title Company, 805 11th Street, Lakeport, California 95453, Escrow No. 7269484.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to Grantor and at the time of construction, Grantee shall reestablish and conform existing driveway approaches and all fencing and/or gates will be relocated and/or replaced in like-kind. Upon completion of construction, the road approach will be considered as an encroachment under permit on the County roadway and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to the laws of the County of Lake and the rules and regulations of the County Public Works Department.
3. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.
5. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements, shall commence when funds are deposited into escrow and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
6. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party this agreement may be rescinded by Grantee; in such an event, Grantee may reappraise the property and make an offer thereon.
7. It is understood and agreed by and between the Parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway and utility project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.

8. Permission is hereby granted to the Grantee or its authorized agent to enter on Grantor's land, where necessary, to complete work as described above in Clause 2(D) of this contract. Grantor understands and agrees that after completion of the work as described in this contract said facilities will be considered as Grantor's sole property and Grantor will be responsible for any maintenance and repair.
9. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for the following improvements: 350 LF of asphalt paving, which are considered to be part of the realty and are being acquired by the Grantee in this transaction.
10. A Temporary Construction Easement is needed to facilitate construction activities for the Soda Bay Rd Corridor Improvement Project. Said easement shall be for a period of thirty-six (36) months beginning November 1, 2025 and ending October 31, 2030. Permission is hereby granted to the Grantee or its authorized agent to enter upon Grantor land where necessary within that certain area identified as a temporary construction easement for the purpose described.

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

11. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided to Title prior to the close of escrow.
12. Grantee agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of the Grantee's operations under this agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the Grantee will, at its option, either repair or pay for such damage.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, Grantee may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

Grantor: Lake County Air Quility Management District

By: _____

Name: _____

Its: _____



Grantee: County of Lake, a Political Subdivision of the State of California

By: _____

Lars Ewing
Public Works Director

EXHIBIT "A"

RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax): and \$0.00 (City Tax).

☒ Unincorporated area, County of Lake: or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____

EXHIBIT "A"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B. & M. WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF LAKE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE ~~EXISTING~~ CENTERLINE OF SOUTH MAIN STREET (FORMERLY STATE HIGHWAY NO. 29), SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE GRANT DEED FROM NESLO GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT RECORDED AS DOCUMENT NO. 2014012930 ON OCTOBER 24, 2014 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY; THENCE, LEAVING SAID CENTERLINE AND ALONG THE SOUTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT, NORTH 89° 18' 51" WEST (NORTH 89° 11' 00" WEST) 36.98 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 19° 04' 16" WEST, 174.21 FEET; THENCE SOUTH 71° 17' 23" WEST, 10.00 FEET; THENCE NORTH 19° 04' 16" WEST 20.00 FEET TO THE NORTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 71° 17' 23" EAST (NORTH 71° 18' 50" EAST) 41.78 FEET TO A POINT ON SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, SOUTH 18° 51' 09" EAST 29.31 FEET; THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 20° 29' 38" EAST 140.27; AND THENCE SOUTH 18° 32' 11" EAST 36.98 FEET (SOUTH 18° 41' 10" EAST 204.59 FEET) TO THE **POINT OF BEGINNING**.

CONTAINS 6,893.00 SQ. FEET OF LAND.

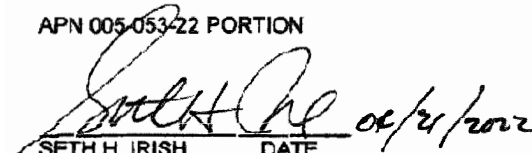
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY, HORIZONTAL CONTROL STATIONS HPGN D CA 01 CH (PID: KT2297) AND 29 LAK 36.18 (PID:DH6294) AND TAKEN AS SOUTH 53°13'09" EAST.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER BOOK 11 OF PARCEL MAPS, PAGE 7, LAKE COUNTY RECORDS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 005-053-22 PORTION

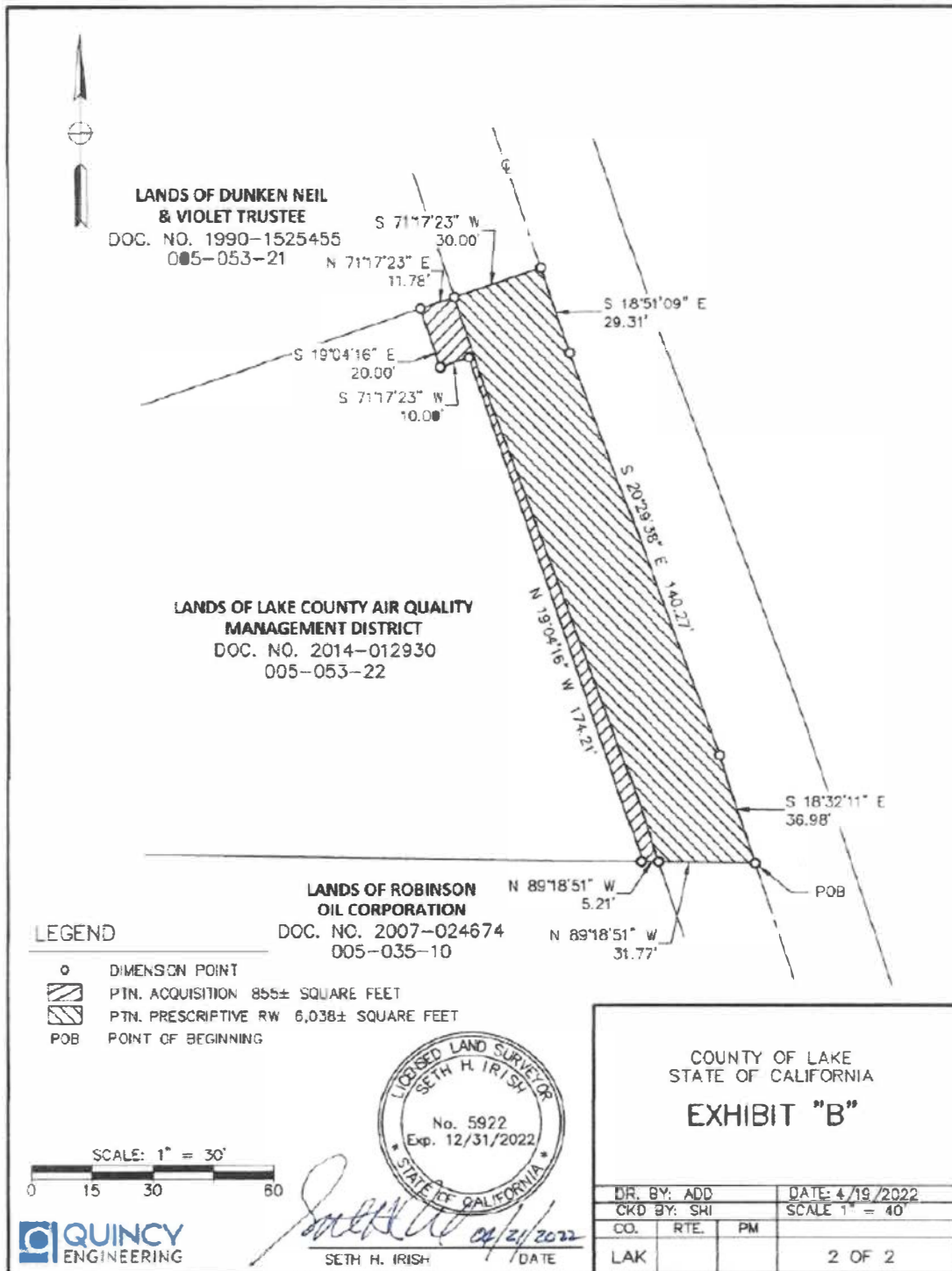

SETH H. IRISH DATE
PLS 5922

PAGE 1 OF 2



S:\Roseville\Fresnoville_Engineering\Roseville_Client\Lake County\LD1-350 S Main Soda Bay\470-Surveys\47x - QEI Survey\Office\LEGALS\25 - 00505322 LAKE COUNTY AIR QUALITY.cdw

Exhibit "B"



Assessor Parcel #	Owner	Site Address	Project
005-053-220	Lake County Air Quality Management District	2617 S. Main Street, Lakeport, CA	South Main Street / Soda Bay Road Widening and Bike Lanes Project

PURCHASE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into as of _____ Effective Date") by Lake County Air Quality Management District ("Grantor") and the County of Lake, a Political Subdivision of the State of California ("Grantee").

A Grant Deed in favor of the County of Lake, a Political Subdivision of the State of California, identified as Exhibit "A", is attached hereto and made a part hereof.

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

1. (A) The Parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in the attached Grant Deed, for public roadway and utility purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both Parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.
2. Grantee shall:
 - (A) Pay the undersigned Grantor the sum of \$4,500 (FOUR THOUSAND FIVE HUNDRED DOLLARS) for the property or interest conveyed by the above documents when title to said property vests in the County of Lake free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
 - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

- b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the Grantee, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through First American Title Company, 805 11th Street, Lakeport, California 95453, Escrow No. 7269484.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to Grantor and at the time of construction, Grantee shall reestablish and conform existing driveway approaches and all fencing and/or gates will be relocated and/or replaced in like-kind. Upon completion of construction, the road approach will be considered as an encroachment under permit on the County roadway and is to be maintained, repaired and operated as such by Grantor, in accordance with and subject to the laws of the County of Lake and the rules and regulations of the County Public Works Department.
3. Any monies payable under this agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
4. Any and all monies payable under this Agreement, subject to the demands made by superior lienholders, up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof, said holder to furnish debtor with good and sufficient receipt showing said monies credited against the indebtedness secured by said Financing Statement.
5. It is agreed and confirmed by the Parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the Grantee, including the right to remove and dispose of improvements, shall commence when funds are deposited into escrow and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
6. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party this agreement may be rescinded by Grantee; in such an event, Grantee may reappraise the property and make an offer thereon.
7. It is understood and agreed by and between the Parties hereto that payment as provided in clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed roadway and utility project, including, but not limited to, any expense which Grantor may incur in restoring the utility of their remaining property.

8. Permission is hereby granted to the Grantee or its authorized agent to enter on Grantor's land, where necessary, to complete work as described above in Clause 2(D) of this contract. Grantor understands and agrees that after completion of the work as described in this contract said facilities will be considered as Grantor's sole property and Grantor will be responsible for any maintenance and repair.
9. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for the following improvements: 350 LF of asphalt paving, which are considered to be part of the realty and are being acquired by the Grantee in this transaction.
10. A Temporary Construction Easement is needed to facilitate construction activities for the Soda Bay Rd Corridor Improvement Project. Said easement shall be for a period of thirty-six (36) months beginning November 1, 2025 and ending October 31, 2030. Permission is hereby granted to the Grantee or its authorized agent to enter upon Grantor land where necessary within that certain area identified as a temporary construction easement for the purpose described.

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

11. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided to Title prior to the close of escrow.
12. Grantee agrees to indemnify and hold harmless the undersigned Grantor from any liability arising out of the Grantee's operations under this agreement. The Grantee further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the Grantee will, at its option, either repair or pay for such damage.
13. The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of Hazardous Waste which requires mitigation under Federal or state law, Grantee may elect to recover its cleanup costs from those who caused or contributed to the contamination.
14. It is understood and agreed by and between the Parties hereto that this Agreement inures to the benefit of, and is binding on, the Parties, their respective heirs, personal representatives, successors, and or assignees.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

In Witness Whereof, the Parties vested have executed this agreement the day and year first above written.

Grantor: Lake County Air Quality Management District

By: _____

Name: _____

Its: _____



Grantee: County of Lake, a Political Subdivision of the State of California

By: _____

Lars Ewing
Public Works Director

EXHIBIT "A"

RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax); and \$0.00 (City Tax).

☒ Unincorporated area, County of Lake; or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____

EXHIBIT "A"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B. & M. WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF LAKE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING CENTERLINE OF SOUTH MAIN STREET (FORMERLY STATE HIGHWAY NO. 29), SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE GRANT DEED FROM NESLO GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT RECORDED AS DOCUMENT NO. 2014012930 ON OCTOBER 24, 2014 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY; THENCE, LEAVING SAID CENTERLINE AND ALONG THE SOUTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT, NORTH 89° 18' 51" WEST (NORTH 89° 11' 00" WEST) 36.98 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 19° 04' 16" WEST, 174.21 FEET; THENCE SOUTH 71° 17' 23" WEST, 10.00 FEET; THENCE NORTH 19° 04' 16" WEST 20.00 FEET TO THE NORTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 71° 17' 23" EAST (NORTH 71° 18' 50" EAST) 41.78 FEET TO A POINT ON SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, SOUTH 18° 51' 08" EAST 29.31 FEET; THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 20° 29' 38" EAST 140.27; AND THENCE SOUTH 18° 32' 11" EAST 36.98 FEET (SOUTH 18° 41' 10" EAST 204.59 FEET) TO THE POINT OF BEGINNING.

CONTAINS 6,893.00 SQ. FEET OF LAND.

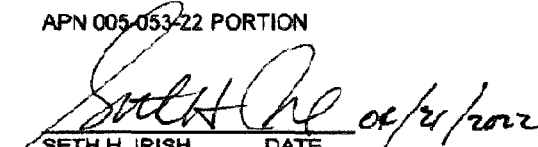
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY, HORIZONTAL CONTROL STATIONS HPGN D CA 01 CH (PID: KT2297) AND 29 LAK 36.18 (PID:DH6294) AND TAKEN AS SOUTH 53°13'09" EAST.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER BOOK 11 OF PARCEL MAPS, PAGE 7, LAKE COUNTY RECORDS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 005-053-22 PORTION

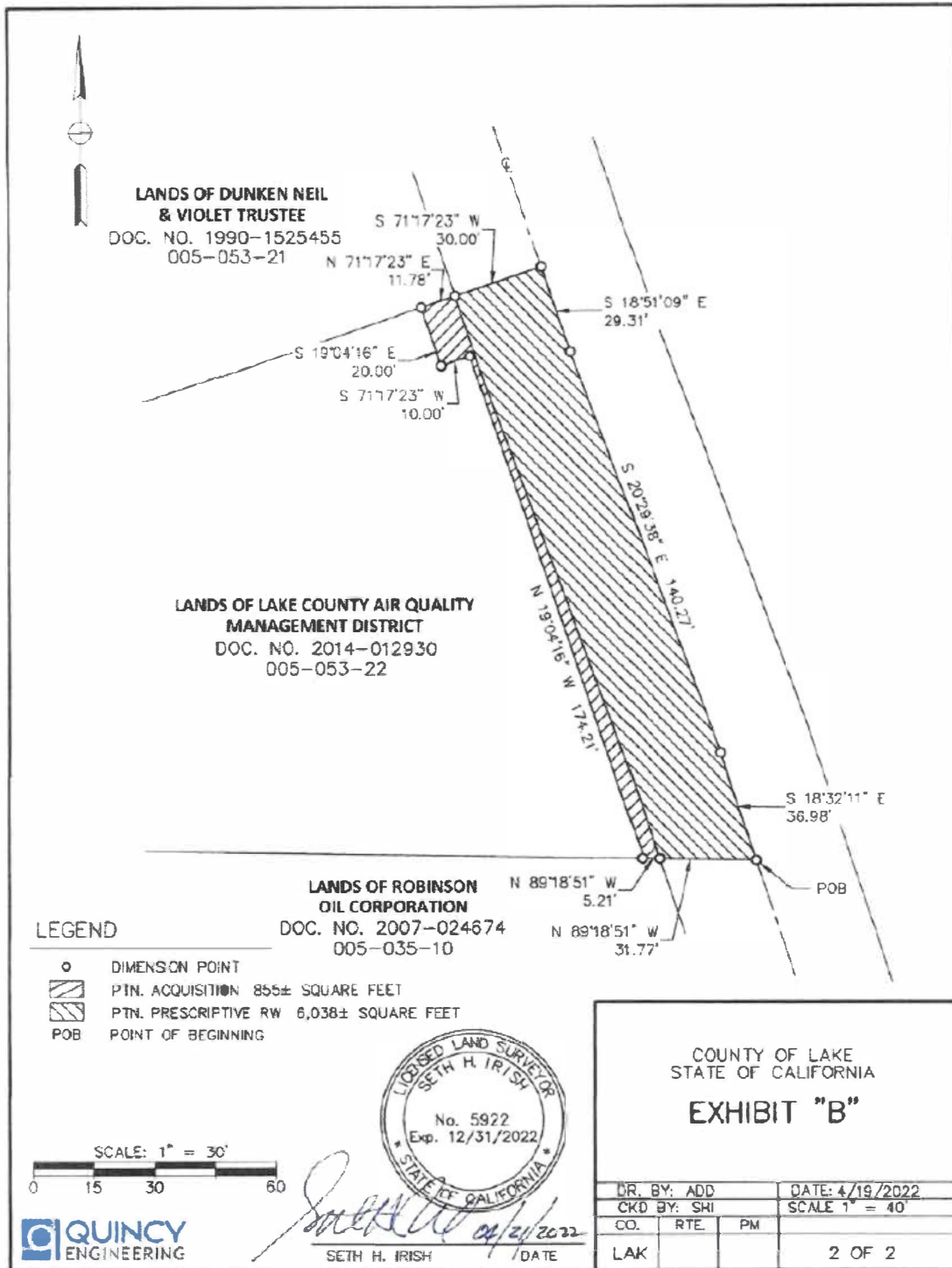

SETH H. IRISH DATE
PLS 5922

PAGE 1 OF 2



S:\Roseville\Roseville_Engineering\Roseville_Client\Lake County\LOI-350 S Main-Soda Bay\470-Surveys\47x - Q&I Surveys\Office\LEGALS\23_00505322 LAKE COUNTY AIR QUALITY.docx

Exhibit "B"



RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

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

SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax): and \$0.00 (City Tax).

☒ Unincorporated area, County of Lake: or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____,

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

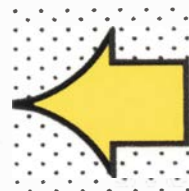
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

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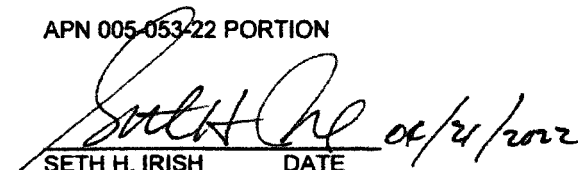
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APN 005-053-22 PORTION


SETH H. IRISH DATE 06/24/2022
PLS 5922

PAGE 1 OF 2



**LANDS OF DUNKEN NEIL
& VIOLET TRUSTEE**
DOC. NO. 1990-1525455
005-053-21

**LANDS OF LAKE COUNTY AIR QUALITY
MANAGEMENT DISTRICT**
DOC. NO. 2014-012930
005-053-22

**LANDS OF ROBINSON
OIL CORPORATION**
DOC. NO. 2007-024674
005-035-10

LEGEND

- DIMENSION POINT
-  PTN. ACQUISITION 855± SQUARE FEET
-  PTN. PRESCRIPTIVE RW 6,038± SQUARE FEET
- POB POINT OF BEGINNING

SCALE: 1" = 30'

0 15 30 60

QUINCY
ENGINEERING

SETH H. IRISH

DATE

COUNTY OF LAKE
STATE OF CALIFORNIA

EXHIBIT "B"

DR. BY: ADD		DATE: 4/19/2022	
CKD BY: SHI		SCALE 1" = 40'	
CO.	RTE.	PM	
LAK			2 OF 2

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____ from Lake County Air Quality Management District, to the COUNTY OF LAKE, is hereby accepted by the undersigned officer or agent on behalf of the COUNTY OF LAKE pursuant to authority conferred by Resolution _____ adopted _____ by the Lake County Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____

Lars Ewing
Public Works Director

RECORDED FOR THE BENEFIT OF
LAKE COUNTY

WHEN RECORDED RETURN TO:

LAKE COUNTY DEPT. PUBLIC WORKS
255 North Forbes Street, Room #309
Lakeport, CA 95453

No Fee Document – per Government code 27383
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SPACE ABOVE THE LINE FOR RECORDER'S USE

A portion of APN 005-053-220

GRANT DEED

The undersigned Grantor (s) declare (s): Documentary Transfer Tax is: \$0.00 (County Tax): and \$0.00 (City Tax).

☒ Unincorporated area, County of Lake: or ☐ City of Lakeport, County of Lake
☐ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at time of sale

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Lake County Air Quality Management District, hereby grants to the COUNTY OF LAKE, a Political Subdivision of the State of California, all of Grantor's right, title, and interest in and to that certain real property situated in the unincorporated area of the County of Lake, State of California, more particularly described as follows:

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned Grantor has executed this Grant Deed as of this _____ day of _____, 2025.

Grantor: Lake County Air Quality Management District

By _____

Name: _____

Title _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of _____)

On _____ before me, _____

Date

Here Insert Name and Title of the Officer

personally appeared _____

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

EXHIBIT "A"

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 14 NORTH, RANGE 10 WEST, M.D.B. & M. WITHIN THE UNINCORPORATED AREA OF THE COUNTY OF LAKE, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING CENTERLINE OF SOUTH MAIN STREET (FORMERLY STATE HIGHWAY NO. 29), SAID POINT OF BEGINNING BEING THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE GRANT DEED FROM NESLO GROUP, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY TO LAKE COUNTY AIR QUALITY MANAGEMENT DISTRICT RECORDED AS DOCUMENT NO. 2014012930 ON OCTOBER 24, 2014 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LAKE COUNTY; THENCE, LEAVING SAID CENTERLINE AND ALONG THE SOUTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT, NORTH 89° 18' 51" WEST (NORTH 89° 11' 00" WEST) 36.98 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 19° 04' 16" WEST, 174.21 FEET; THENCE SOUTH 71° 17' 23" WEST, 10.00 FEET; THENCE NORTH 19° 04' 16" WEST 20.00 FEET TO THE NORTHERLY LINE OF SAID LAKE COUNTY AIR QUALITY TRACT; THENCE, ALONG SAID NORTHERLY LINE, NORTH 71° 17' 23" EAST (NORTH 71° 18' 50" EAST) 41.78 FEET TO A POINT ON SAID CENTERLINE; THENCE, ALONG SAID CENTERLINE, SOUTH 18° 51' 09" EAST 29.31 FEET; THENCE, CONTINUING ALONG SAID CENTERLINE, SOUTH 20° 29' 38" EAST 140.27; AND THENCE SOUTH 18° 32' 11" EAST 36.98 FEET (SOUTH 18° 41' 10" EAST 204.59 FEET) TO THE **POINT OF BEGINNING**.

CONTAINS 8,893.00 SQ. FEET OF LAND.

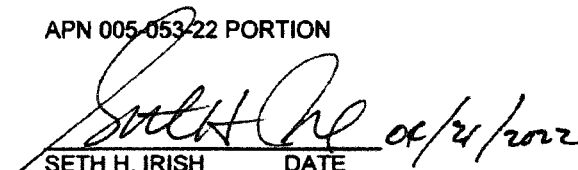
THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 2 (EPOCH 2010.00), AS DETERMINED BY TIES BETWEEN NATIONAL GEODETIC SURVEY, HORIZONTAL CONTROL STATIONS HPGN D CA 01 CH (PID: KT2297) AND 29 LAK 36.18 (PID:DH6294) AND TAKEN AS SOUTH 53°13'09" EAST.

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

DATA SHOWN IN PARENTHESIS IS RECORD DATA PER BOOK 11 OF PARCEL MAPS, PAGE 7, LAKE COUNTY RECORDS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREIN BY THIS REFERENCE.

APN 005-053-22 PORTION

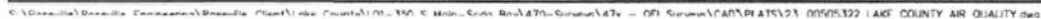


SETH H. IRISH DATE
PLS 5922

PAGE 1 OF 2



Exhibit "B"



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed, dated _____ from Lake County Air Quality Management District, to the COUNTY OF LAKE, is hereby accepted by the undersigned officer or agent on behalf of the COUNTY OF LAKE pursuant to authority conferred by Resolution _____ adopted _____ by the Lake County Board of Supervisors and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____ By: _____
Lars Ewing
Public Works Director