Placer County Consolidated Oversight Board
Special Meeting Agenda
June 13, 2019
10:00 A.M.

Board of Supervisors Chambers
175 Fulweiler Avenue
Auburn, CA 95603

Teleconference Location:
County Executive Office
2nd Floor Conference Room
775 North Lake Tahoe Boulevard
Tahoe City, CA 96145

Members of the Board:
Seat 1 – Cindy Gustafson, appointed by Placer County Board of Supervisors
Seat 2 - Ken Broadway (Chair), appointed by City Selection Committee
Seat 3 - Josh Alpine, appointed by Special District Selection Committee
Seat 4 - Martin Fregoso, appointed by County Superintendent of Education
Seat 5 - Erik Skinner, appointed by Chancellor of the California Community Colleges
Seat 6 – Alex Mourelatos, Public Member appointed by Placer County Board of Supervisors
Seat 7 - Catherine Donovan, former Redevelopment Agency Employee appointed by Placer Public Employees Organization

Call to Order

Flag Salute - Ken Broadway

Roll Call - Clerk

1. Approve Meeting Agenda

Board Member and Staff Reports

Public Comment
Persons may address the Board on items not on this agenda. Please limit comments to 3 minutes per person since the time allocated for Public Comment is 15 minutes. If all comments cannot be heard within the 15-minute time limit, the Public Comment period will be taken up at the end of the regular session. The Board is not permitted to take any action on items addressed under Public Comment.

2. Selection of Vice Chairperson

3. City of Rocklin Successor Agency / Approval of Purchase and Sale Agreement between City of Rocklin and City of Rocklin Successor Agency / Oak and Pine Street Property

4. Placer County Successor Agency / Approval of Exclusive Real Estate Brokerage Services Agreements / Swiss Mart and Town Center South Properties / Kings Beach, CA
Adjourn – To next regularly scheduled meeting on July 3, 2019

The above actions of the Consolidated Oversight Board (Board) shall not become effective for five (5) business days, pending any request by the Department of Finance (DOF). If DOF requests review of the above Board actions, it will have forty (40) days from the date of its request to approve the Board action or return it to the Board for reconsideration and action. If action is taken by the Oversight Board, action will not be effective until approved by DOF.

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the County Executive Office located at 175 Fulweiler Avenue, Auburn, CA during normal business hours. We are committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you are hearing impaired, we have listening devices available. If you have a disability and need a disability-related modification or accommodation to participate in the meeting, please contact the County Executive Office at (530) 886-4627. Contact the Clerk of your needs at least 24 hours prior to the meeting. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk five (5) business days prior to the scheduled meeting for which you are requesting accommodation. Request received after such time will be accommodated on if time permits.
MEMORANDUM
PLACER COUNTY CONSOLIDATED OVERSIGHT BOARD

TO: Honorable Consolidated Oversight Board
FROM: Matt Levesque, Management Analyst II
DATE: June 13, 2019
SUBJECT: Selection of Vice Chairperson to the Placer County Consolidated Oversight Board

ACTION REQUESTED
1. The Chairperson will call for nominations for the election of Vice Chairperson and votes will be cast by roll call vote. The nominee receiving a majority vote will be elected Vice Chairperson.

2. Adopt a resolution affirming the member selected to serve as the Vice Chairperson of the Placer County Consolidated Oversight Board.

BACKGROUND
Pursuant to Health and Safety Code 34179, Oversight Boards are required to elect one member to serve as Chairperson. In addition, it is advisable, though not required, that a Vice Chairperson be elected to preside over meetings in absence of the Chairperson.

It is recommended that the Chairperson open and close the nomination for the Oversight Board to elect a Vice Chairperson, which was previously held by Supervisor Jennifer Montgomery prior to her appointment to the state’s Forest Management Task Force. After nominations have been solicited, votes will be cast by a roll call vote. The nominee receiving a majority vote will be elected as Vice Chairperson.

ENVIRONMENTAL STATUS
This is an administrative action, does not constitute a project, and is exempt from environmental review per California Environmental Quality Act Guidelines Section 15378(b)(5).

FISCAL IMPACT
There is no fiscal impact associated with approval of the requested actions.

ATTACHMENTS
Resolution
Before the Placer County Consolidated Oversight Board  
County of Placer, State of California

In the matter of:

Adopt a resolution affirming a member to serve as the Vice Chairperson of the Placer County Consolidated Oversight Board.  

Reso. No: 2019-

The following Resolution was duly passed by the Placer County Consolidated Oversight Board at a special meeting held on June 13, 2019, with the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest: Chair, Consolidated Oversight Board

Clerk of said Board

WHEREAS, that the Placer County Consolidated Oversight Board (Oversight Board) has been formed pursuant to Health and Safety Code Section 34179 to oversee the close out and winding down of the Redevelopment Agencies within Placer County by the Successor Agencies to the Redevelopment Agencies;

WHEREAS, the members of the Oversight Board have been sworn in as public officials;

WHEREAS, the Vice Chairperson have been selected by a majority vote of the Oversight Board;

WHEREAS, it is anticipated that the Chairperson will preside over all meetings of the Oversight Board and that the Vice Chairperson will carry out the Chairperson’s role in the event of their absence or recusal from discussion of a particular matter; and

WHEREAS, any future change in the identity of the Chairperson or Vice Chairperson shall be confirmed by majority vote of the Oversight Board.

NOW, THEREFORE, BE IT RESOLVED by the Oversight Board as follows:

1. The Vice Chairperson of the Oversight Board is: ______________________________.
ACTION REQUESTED
Adopt a Resolution to approve the Purchase and Sale Agreement for the sale of the Oak and Pine Street Property consisting of four vacant parcels (APNs: 010-121-001, -002, -004 and -005) totaling 1.8 +/- acres within a City block located between Railroad Avenue, Pine Street, Pacific Street and Oak Street for $560,000.00.

BACKGROUND
Pursuant to Assembly Bill 1X 26 to dissolve Redevelopment Agencies, upon dissolution of the City of Rocklin Redevelopment Agency on February 1, 2012, the Successor Agency to the City of Rocklin Redevelopment Agency (Successor Agency) assumed the rights, obligations, and interests of the Redevelopment Agency, including the disposition of the Oak and Pine Street Property as depicted below.
The City of Rocklin Successor Agency’s Long Range Property Management Plan (LRPMP), as approved by the California Department of Finance on March 13, 2014, addresses the disposition and development of real property owned by the Successor Agency for future development purposes consistent with redevelopment and general plans contemplated by the City of Rocklin and the former City of Rocklin Redevelopment Agency.

Consistent with the direction provided in the LRPMP to market and sell former Redevelopment Agency properties for future development, in 2018 the Successor Agency previously entered into a Purchase and Sale Agreement with a private developer who intended to develop the Oak and Pine Street Property site with a housing project without any affordable housing component, but that sale ultimately fell through. Since that time, there have been no other interested parties for the Oak and Pine Street Property.

In the interest of providing affordable housing and demonstrating to the development community that the City itself is a participant in meeting affordable housing goals and requirements, the City is proposing to purchase the Oak and Pine Street Property for the purpose of establishing a location where a future project that contains some level of affordable housing could potentially be built. After acquiring the parcels, the City intends to assemble and issue a Request for Proposals (RFP) for the purpose of finding an affordable housing developer that the City could partner with to build a multi-family and/or mixed use project on the site which would include some level of affordable housing at the extremely low and low income levels per the Low and Moderate Income Housing Asset Fund requirements.

On August 14, 2018 the Rocklin City Council directed the formation of a Regional Housing Needs Allocation (RHNA) Ad Hoc Committee to, in part, assist the City in identifying potential available sites for ongoing compliance with the City’s RHNA requirements. Although still a work in progress and only advisory, the RHNA Ad Hoc Committee has identified the Oak and Pine Street Property as a potential location for the development of affordable housing units. Specific considerations which make this property attractive for residential and/or mixed use development include, but are not limited to: The property’s location within Downtown Rocklin in close proximity to transit facilities including the City’s multi-modal train station; and its location in an area where on-street parking lots have already been created, thereby potentially reducing the amount of infrastructure needed to make an affordable housing component more viable.

In conclusion, the sale of the Oak and Pine Street Property represents an opportunity to provide affordable housing in Downtown Rocklin and help the City of Rocklin meet its affordable housing goals and requirements.

The Purchase and Sale Agreement for the Oak and Pine Street Property was approved by the City of Rocklin City Council and the Successor Agency on May 28, 2019. The purchase price of $560,000.00 was based on an appraisal dated May 22, 2019 (attached). The Purchase and Sale Agreement includes a Property Inspection and Feasibility Period of up to 60 days, with an escrow closing date no later than 60 days following the end of the Feasibility Period. The City may extend the deadline for the Close of Escrow for up to an additional 180 days for good cause. To proceed with the proposed sale, your Board’s adoption of a Resolution to approve the Purchase and Sale Agreement for the sale of the Oak and Pine Street Property for $560,000.00 is necessary. A copy of the Purchase and Sale Agreement is provided as Exhibit A to the Resolution.
ENVIRONMENTAL STATUS
The California Environmental Quality Act (Section 2100, et. seq. of the California Public Resources Code, hereafter CEQA) requires analysis of agency approvals of discretionary “projects”. A “project” under CEQA, is defined as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.”

The proposed approval of the Purchase and Sale Agreement is not subject to review under CEQA pursuant to CEQA Guidelines sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility that the activity in question may have a significant effect on the environment.

FISCAL IMPACT
The City of Rocklin has proposed a Purchase Price of $560,000.00 for the Oak and Pine Street Property from which the proceeds of net liabilities and expenses will be distributed to the affected taxing entities, in proportion to each entity’s share of the tax base, as required by the Long Range Property Management Plan approved by the California Department of Finance.

ATTACHMENTS
Resolution
Executed Purchase and Sale Agreement
May 22, 2019 Appraisal
Before the Placer County Consolidated Oversight Board
County of Placer, State of California

In the matter of:

A Resolution to approve the Purchase and Sale Agreement for the sale of the Oak and Pine Street Property consisting of four vacant parcels (APNs: 010-121-001, -002, -004 and -005) totaling 1.8 +/- acres within a City block located between Railroad Avenue, Pine Street, Pacific Street and Oak Street for $560,000.00

The following Resolution was duly passed by the Placer County Consolidated Oversight Board at a special meeting held on June 13, 2019, with the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest: Chair, Consolidated Oversight Board

Clerk of said Board

WHEREAS, pursuant to Assembly Bill 1X 26 to dissolve Redevelopment Agencies, upon dissolution of the City of Rocklin Redevelopment Agency on February 1, 2012, the Successor Agency to the City of Rocklin Redevelopment Agency (Successor Agency) assumed the rights, obligations, and interests of the Redevelopment Agency; and

WHEREAS, the Long-Range Property Management Plan (LRPMP), as approved by the California Department of Finance on March 13, 2014, addresses the disposition and development of real property owned by the Successor Agency for future development purposes consistent with redevelopment and general plans contemplated by the City of Rocklin and the former City of Rocklin Redevelopment Agency; and

WHEREAS, the Successor Agency is the owner of the Oak and Pine Street Property (Property) consisting of four vacant parcels totaling 1.8 +/- acres within a City block located between Railroad Avenue, Pine Street, Pacific Street and Oak Street (Placer County Assessor Parcel Nos. 010-121-001, -002, -004 and -005); and
WHEREAS, the Property is within the Central Rocklin/Downtown Area as identified in the City of Rocklin General Plan, is located in close proximity to transit facilities including the Rocklin Multi-Modal Station and in an area where on-street parking lots have already been created, thereby potentially reducing the amount of infrastructure needed, and has been preliminarily identified by the advisory Regional Housing Needs Allocation (RHNA) Ad Hoc Committee as a potential location for the development of affordable housing units; and

WHEREAS, Successor Agency desires to sell the Property to the City of Rocklin (Buyer) and Buyer desires to purchase the property from Successor Agency, in substantial conformance to the material terms; and

WHEREAS, Buyer proposes to assemble and issue a Request for Proposals for the purpose of finding an affordable housing developer that the Buyer could partner with to build a multi-family and/or mixed use project on the site which would include some level of affordable housing at the extremely low and low income levels. The development of the property with a multi-family and/or mixed use project is consistent with the site’s City of Rocklin General Plan Mixed Use land use designation which allows residential development, conditioned upon and subject to the Buyer’s affordable housing partner obtaining all necessary approvals from all governmental and/or agencies having jurisdictional authority; and

WHEREAS, the proposed sale is consistent with the LRPMP; and

WHEREAS, on May 28, 2019 the City of Rocklin Successor Agency adopted a Resolution Approving the Sale of Former Redevelopment Agency Property and Authorizing Execution of a Purchase and Sale Agreement and Joint Escrow Instructions for the sale of the Oak and Pine Street Property for $560,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Placer County Consolidated Oversight Board, that the sale of the Oak and Pine Street Property to the City of Rocklin for $560,000.00 is approved in substantial conformance to the Purchase and Sale Agreement included as Exhibit A to this resolution.
RESOLUTION NO. 2019-41 SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING THE SALE OF FORMER REDEVELOPMENT AGENCY PROPERTY AND AUTHORIZING EXECUTION OF A PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (Oak and Pine Street Property)

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Rocklin is responsible for the winding up of the affairs of the former Redevelopment Agency and the disposition of real property pursuant to the Rocklin Long Range Management Plan (LRMP) approved by the Department of Finance on March 13, 2014; and

WHEREAS, the LRMP provides that former Redevelopment Agency properties are to be marketed and sold for future development; and

WHEREAS, the LRMP provides for the sale of the property consisting of parcels identified as Placer County Assessor’s Parcel Numbers 010-121-001, 010-121-002, 010-121-004, and 010-121-005, between Oak and Pine Streets, which is approximately 1.83 acres of unimproved land (“Property”); and

WHEREAS, the City of Rocklin desires to purchase the Property for the purpose of soliciting private-sector partners to develop the Property for multi-family or mixed-use which includes affordable housing units as required by law; and

WHEREAS, the Successor Agency is willing to sell the Property, subject to the terms and conditions of the Purchase and Sale Agreement and Joint Escrow Instructions with the City of Rocklin (“PSA”); and

NOW THEREFORE, the Successor Agency to the Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Successor Agency hereby approves the terms of the Purchase and Sale Agreement and Joint Escrow Instructions with the City of Rocklin for the Property in the City of Rocklin, in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference, subject to approval of the Placer County Consolidated Oversight Board.

Section 2. The City Manager, acting as the Executive Director of the Successor Agency, is hereby authorized to execute the Purchase and Sale Agreement and Joint Escrow Instructions with the City of Rocklin, and to take all necessary action to carry out the terms of such agreement, including requesting approval by the Placer County Consolidated Oversight Board.
PASSED AND ADOPTED this 28th day of May, 2019, by the following vote:

AYES: Councilmembers: Broadway, Janda, Gayaldo, Halldin, Patterson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Joe Patterson, Mayor

ATTEST:

Mona Forster, City Clerk
RESOLUTION NO. 2019-125

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING THE PURCHASE OF FORMER REDEVELOPMENT PROPERTY
USING LOW AND MODERATE INCOME HOUSING ASSET FUNDS AND AUTHORIZING EXECUTION
OF THE PURCHASE AND SALE AGREEMENT AND JOINT ESCRiOW INSTRUCTIONS
(Oak and Pine Street Property)

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Rocklin is
responsible for the winding up of the affairs of the former Redevelopment Agency and the
disposition of real property pursuant to the Rocklin Long Range Management Plan (LRMP)
approved by the Department of Finance on March 13, 2014; and

WHEREAS, the LRMP provides that former Redevelopment Agency properties are to be
marketed and sold for future development; and

WHEREAS, the LRMP provides for the sale of the property consisting of parcels
identified as Placer County Assessor’s Parcel Numbers 010-121-001, 010-121-002, 010-121-004,
and 010-121-005, between Oak and Pine Streets, which is approximately 1.83 acres of
unimproved land; and

WHEREAS, the RHNA Ad Hoc Committee for the City of Rocklin has identified the
Property as a potential location for the development of affordable housing units; and

WHEREAS, specific considerations which make this property attractive for residential
and/or mixed use development include, but are not limited to: the proposed property’s
location within Downtown Rocklin in close proximity to transit facilities including the City’s
multi-modal train station; and, its location in an area where on-street parking lots have already
been created thereby potentially reducing the amount of infrastructure needed making an
affordable housing component more viable; and

WHEREAS, the City Council of the City of Rocklin wishes to acquire the property for the
purpose of soliciting private-sector partners to develop the Property for multi-family or mixed-use
which includes affordable housing units as required by law; and

WHEREAS, the planned use for the Property allows for the use of the Low and Moderate
Income Housing Asset Fund to complete the purchase.

NOW THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council hereby approves the terms of the Purchase and Sale
Agreement and Joint Escrow Instructions, and authorizes the Mayor to execute the Agreement,
in substantially the form attached hereto as Exhibit “A,” subject to approval of the Placer
County Consolidated Oversight Board.
Section 2. The City Council hereby approves utilizing the Low and Moderate Income Housing Asset Fund to complete the purchase of the Property.

Section 3. The City Manager is hereby authorized to take all necessary action to carry out the terms of such the Purchase and Sale Agreement and Joint Escrow Instructions, including requesting approval by the Placer County Consolidated Oversight Board.

PASSED AND ADOPTED this 28th day of May, 2019, by the following vote:

AYES: Councilmembers: Broadway, Janda, Gayaldo, Halldin, Patterson

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Joe Patterson, Mayor

ATTEST:

Mona Forster, City Clerk
EXHIBIT A

PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is made May 23, 2019 ("Effective Date"), by and between THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN, a California municipal corporation ("Seller") and the CITY OF ROCKLIN, a California municipal corporation ("Purchaser"). Seller and Purchaser are hereafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Seller is the owner of certain real property consisting of four (4) parcels with a combined acreage of approximately 1.83 acres of vacant land located in the City of Rocklin, County of Placer, California, identified as APNs 010-121-001, -002, -004, and -005, as legally described in Exhibit A, and shown on Exhibit B, attached hereto and incorporated herein (the "Property").

B. Purchaser intends to purchase the Property from Seller on the terms and conditions set forth in this Agreement. Seller intends to sell the Property to Purchaser on the terms and conditions set forth in this Agreement.

C. Purchaser intends to purchase the Property for the purpose of soliciting private-sector partners to develop the Property for multi-family or mixed-use which includes affordable housing units as required by law.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, Seller and Purchaser agree as follows:

AGREEMENT

1. Sale of Property. Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement.

2. Deposit and Purchase Price.

2.1 Deposit. Within five (5) business days following the Execution Date, Purchaser will deliver to Escrow a deposit in the amount of $10,000.00 ("Initial Deposit"). The Deposit shall be refundable during the Feasibility Period. The Initial Deposit shall remain in Escrow and shall be applied to the Purchase Price at Close of Escrow, or in the event of a default or breach of this Agreement by Purchaser, shall constitute liquidated damages and Seller's sole remedy as provided in Section 12.2; provided, however, that if this Agreement is terminated prior to Close of Escrow due to a Seller default of this Agreement, the Deposit shall be returned to Purchaser.

2.2 Purchase Price. The purchase price to be paid by Purchaser to Seller for the Property is Five Hundred and Sixty Thousand Dollars ($560,000) (the "Purchase Price"), the balance of which is to be paid in immediately available funds at Close of Escrow.
3. **Escrow.** Within five (5) business days following the full execution of this Agreement, an Escrow shall be opened with First American Title Company, located at 3400 Douglas Boulevard, Suite 100, Roseville, CA 95661 ("Escrow Holder"), by Purchaser delivering a copy of this fully executed Agreement to Escrow Holder. This Agreement shall, to the extent possible, act as Escrow instructions. The Parties agree to execute all further Escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement.

4. **Closing.** "Close of Escrow" is the date the Grant Deed conveying the Property from Seller to Purchaser is recorded in the Office of the Placer County Recorder, which subject to the terms of this Agreement, shall occur on or before the latter of (1) sixty (60) days after the end of the Feasibility Period. The Mayor for the City of Rocklin may extend the Close of Escrow deadline for up to an additional one-hundred and eighty (180) days for good cause, as determined by the Mayor in his sole discretion.

5. **Title.** As soon as possible after the opening of Escrow, Seller shall provide Purchaser with a preliminary title report covering the Property issued by Escrow Holder (the "Preliminary Report"), along with legible copies of all recorded documents shown as exceptions to title in the Preliminary Report and a map containing any easement, rights-of-way, license, or other real property rights encumbering the Property to the extent available. Purchaser shall approve or disapprove any exceptions to title shown on the Preliminary Report in writing within fifteen (15) days after receipt by Purchaser of the Preliminary Report and copies of the recorded documents, or any supplemental report issued prior to the Close of Escrow. Seller shall notify Purchaser of whether Seller is willing to remove the items disapproved by Purchaser within five (5) days after receipt of Purchaser's title objections; provided, however, that Seller shall remove, by or at the Close of Escrow, all monetary liens, if any. If Seller does not agree to remove any one or more of such disapproved exceptions prior to the expiration of said 5-day period, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Seller fails to agree to remove the same within (5) days after Purchaser's notification to Seller of the same, Purchaser shall have the choice of: (i) terminating this Agreement and the Escrow, in which event Purchaser's Initial Deposit shall be returned and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the purchase called for in this Agreement. Purchaser shall approve or disapprove any exceptions to title shown on any subsequent or supplemental title reports in writing within five (5) days after receipt of such reports and copies of all recorded documents shown as exceptions to title on those reports.

6. **Property Inspection and Feasibility Period.**

6.1 **Property Documents.** Within five (5) days after the Effective Date, Seller shall provide Purchaser copies of all studies, environmental reports, surveys, soils reports, and other reports and studies relating to the Property that are in its possession or under its control (collectively, "Property Documents"). Purchaser acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy, truthfulness or completeness of such information. In addition, Seller shall have no obligation to cause any of the Property Documents to be created or produced if such document does not already exist.

6.2 **Feasibility Period.** For a period of up to sixty (60) days from the Effective Date (the "Feasibility Period"), Purchaser may undertake, at Purchaser's expense, inspection and review of the Property, including, but not limited to, reasonable non-destructive inspections,
investigations, tests, copies, verifications, assessments, surveys and studies as Purchaser considers reasonably necessary or desirable under the circumstances regarding the Property and its condition, which may include, without limitation, inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; non-destructive environmental assessments, studies, tests and reports; structural and mechanical systems inspections; and availability of permits, land use entitlements, development rights and approvals and other governmental approvals. All inspections shall be made at Purchaser' sole cost and expense and shall not unreasonably interfere with the Seller's use of the Property.

6.3 Access. Access to the Property from the Effective Date through the Close of Escrow shall be given to Purchaser, its agents, employees, consultants, or contractors during normal business hours at reasonable times upon at least one (1) business days' notice to the Seller, at Purchaser' own cost and risk, for the purpose of conducting its due diligence investigation of the Property as set forth in Section 6.2. Purchaser shall restore the Property as a result of such investigations, and return the affected portion of the Property to its condition immediately prior to such investigation. Purchaser shall repair any damage to the Property caused by any of its inspections. Purchaser shall indemnify and defend the Seller against and hold the Seller harmless from all losses, costs, damages, liabilities, and expenses arising out of negligent or willful acts by Purchaser or its agents, employees, consultants, or contractors on the Property in connection with Purchaser' entry onto the Property or any activity thereon prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any negligent or willful act of the Seller or the Seller's agents, employees or contractors; provided however, Purchaser's discovery of or impact on an adverse condition or defect on or affecting the Property shall not trigger Purchaser' indemnification obligations. Purchaser' obligation to indemnify and defend the Seller shall survive closing or any other termination of this Agreement.

6.4 Insurance. Purchaser is insured through a self-insurance pool administered by a joint powers insurance authority serving a number of local government agencies. The pool provides single limit liability coverage of one million dollars ($1,000,000) per occurrence. The Purchaser will not issue “additional insured” endorsements for this Agreement. Purchaser provides worker's compensation insurance for its employees as required by law. Purchaser shall not be obligated to provide any insurance except as provided in this Section 6.4 or to name any additional insured.

6.5 Termination. Purchaser may either give the Seller written notice that Purchaser (i) approves the condition and suitability of the Property, or (ii) disapproves the condition or suitability of the Property for any reason or no reason, which notice must be received by the Seller no later than 5:00 p.m. on the last day of the Feasibility Period. In the event that Purchaser fails to timely approve the condition and suitability of the Property pursuant to (i) above, such failure shall be deemed to be a disapproval of the condition and suitability of the Property in accordance with (ii) above. In the event Purchaser disapproves the condition and suitability of the Property, or is deemed to have disapproved the condition and suitability of the Property, as applicable pursuant to this Section 6.5, this Agreement shall terminate automatically, and: (i) the Seller and Purchaser shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or the Seller in order to cancel this Escrow and release any interest of Purchaser in and to the Property; (ii) the Escrow Holder shall release the Initial Deposit to Purchaser; and (iii)
Escrow Holder shall return all documents to the applicable Party. If this Agreement is
terminated pursuant to this Section 6.5, then neither Party shall have any rights or obligations
arising out of this Agreement, except as otherwise set forth in this Agreement.

7. As-Is Property Condition.

7.1 Purchaser acknowledges and agrees that except as otherwise expressly
provided in this Agreement, to the maximum extent permitted by law, the sale of the Property is
made on an "As Is," "Where Is" condition and basis with all faults and that Seller has no
obligation to make repairs, replacements, or improvements thereto. The Purchase Price and
the terms and conditions set forth herein are the result of arms-length bargaining between
entities familiar with transactions of this kind. Purchaser further acknowledges and agrees that,
except as otherwise expressly provided in this Agreement, Seller has not made, does not make,
and specifically negates and disclaims, any representations, warranties, promises, covenants,
agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral
or written, past, present or future, of, as to, concerning, or with respect to (a) the value of the
Property; (b) the income to be derived from the Property; (c) the suitability of the Property for
any and all activities and uses which Purchaser may conduct thereon, including the possibilities
for future development of the Property; (d) the habitability, merchantability, marketability,
profitability or fitness for a particular purpose of the Property; (e) the manner, quality, state of
repair or lack of repair of the Property; (f) the nature, quality or condition of the Property,
including, without limitation, the water, soil and geology; (g) the compliance of or by the Property
or its operation with any laws, rules, ordinances or regulations of any applicable governmental
authority or body; (h) the manner or quality of the construction or materials, if any, incorporated
into the Property; (i) compliance with any environmental protection, pollution or land use laws,
rules, regulations, orders or requirements; (j) the presence or absence of Hazardous Materials,
as defined in Section 7.4 below, at, on, under or adjacent to the Property; (k) the content,
completeness or accuracy of any materials obtained by Purchaser in its investigation of the
Property including, without limitation, any title report issued by the Escrow Holder; (l) the
conformity of any improvements on the Property, if any, to any plans or specifications of the
Property, including any plans and specifications that may have been or may be provided to
Purchaser; (m) the conformity of the Property to past, current or future applicable zoning or
building requirements; (n) deficiency of any drainage; (o) the fact that all or a portion of the
Property may be located on or near an earthquake fault line; (p) the land use status of the
Property, zoning status, subdivision status under the California Subdivision Map Act or the
subdivision ordinances of the City or the status of any other governmental entitlement; (q) any
documents pertaining to the Property provided by Seller to Purchaser, except for the
completeness of such Property documents; or (r) with respect to any other matter.

7.2 Purchaser acknowledges that Purchaser is conducting its own investigation of
the Property, and (except for the express representations and warranties contained herein)
Purchaser is relying solely on such investigations, inspections and evaluations of such Property
in making its decision to consummate the transaction contemplated by this Agreement, and not
on any information provided or to be provided by Seller. Purchaser hereby expressly
acknowledges that Purchaser shall be solely responsible for determining the status and
condition of the Property, including land use, zoning, building and other governmental
regulations, and physical, geological and environmental conditions. Except as expressly
provided for in this Agreement or any written amendment or supplement hereto executed and
delivered by Seller, Seller shall not be liable or bound in any manner by any oral or written
statements, representations or information pertaining to the Property, or the operation thereof,
furnished by any real estate broker, agent, employee or any other person.
7.3 Release. Purchaser, on behalf of itself and its agents, heirs, successors and assigns, hereby waives, releases, acquits and forever discharges and releases Seller of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Purchaser or any of Purchaser’ heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future aspect, feature, characteristic, circumstance or condition arising out of or in connection with the Property (including, without limitation, the items listed in Section 7.1 and 7.2 above), and Purchaser specifically waives the provisions of California Civil Code section 1542 which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Purchaser Initials

7.4 "Hazardous Materials," means any hazardous or toxic substance, material or waste that is (i) regulated by any local governmental authority, the State of California or the United States Government; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," “hazardous waste,” or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as “hazardous” or “extremely hazardous” pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a “hazardous waste” pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq.; (ix) defined as a “hazardous substance” pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. section 9601 et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

8. Conditions of Closing.

8.1 Purchaser’ Conditions of Closing. The obligations of Purchaser under this Agreement to purchase the Property and accept title from Seller are subject to satisfaction of all of the conditions set forth in this Section 8.1. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Purchaser of any of its rights or remedies if Seller defaults in the performance of any covenant or agreement to be performed by Seller under this Agreement or if Seller breaches any representation or warranty made by Seller in this Agreement. If any condition set forth in this Section 8.1 is not fully satisfied or waived in writing by Purchaser, then Purchaser shall be released from all obligations to Seller under this Agreement.
8.1.1 **Title.** At Close of Escrow, Purchaser are conveyed good and marketable title to the Property, subject only to the exceptions permitted by Purchaser;

8.1.2 **Deliveries into Escrow.** Seller delivered into Escrow all documents or instruments required by this Agreement;

8.1.3 **Seller’s Representations.** Seller’s representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

8.1.4 **Seller’s Performance.** Seller performs all obligations under this Agreement and the related documents executed or to be executed by Seller; and

8.1.5 **Title Policy.** Prior to Close of Escrow, Purchaser shall have received evidence that Escrow Holder’s title insurer (“Title Company”) is ready, willing, and able to issue, upon payment of Title Company’s regularly scheduled premium, a CLTA or ALTA owner’s policy of title insurance (“Title Policy”), to be determined by Purchaser prior to Close of Escrow, in the face amount of the Purchase Price with the endorsements Purchaser may require, showing title to the Property vested in Purchaser, subject only to exceptions permitted by Purchaser.

8.2 **Seller’s Conditions of Closing.** The obligations of Seller under this Agreement to close the sale and convey the Property to Purchaser are subject to satisfaction of all of the conditions set forth in this Section 8.2. Seller may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Seller of any of its rights or remedies if Purchaser default in the performance of any covenant or agreement to be performed by Purchaser under this Agreement or if Purchaser breach any representation or warranty made by Purchaser in this Agreement. If any condition set forth in this Section 8.2 is not fully satisfied or waived in writing by Seller, then Seller shall be released from all obligations to Purchaser under this Agreement.

8.2.1 **Deliveries into Escrow.** Purchaser delivered into Escrow all documents or instruments required by this Agreement;

8.2.2 **Purchaser’ Representations.** Purchaser’ representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

8.2.3 **Purchaser’ Performance.** Purchaser performs all obligations under this Agreement and the related documents executed or to be executed by Purchaser; and

8.2.4 **Purchase Price.** Purchaser deposits in Escrow the balance of the Purchase Price, together with all escrow and title costs and fees apportioned to Purchaser.

9. **Close of Escrow.**

9.1 **Seller’s Deposits.** Seller shall deposit with Escrow Holder the following:

9.1.1 **Grant Deed for Property.** An original executed and acknowledged Grant Deed conveying the Property to Purchaser in the form attached hereto as **Exhibit C**;

9.1.2 **Additional Documents.** Any other documents or funds required by Escrow Holder from Seller for the Close of Escrow in accordance with this Agreement; and
9.1.3 Proof of Authority. Such proof of Purchaser’s authority and authorization to enter into this Agreement and the transactions contemplated hereby, and such proof of the power and authority of the individual(s) executing and/or delivering any instruments, documents or certificates on behalf of Purchaser to act for and bind Purchaser, as may be reasonably required by the Escrow Holder.

9.2 Purchaser’ Deposits. On or before the Close of Escrow, the following will be deposited with Escrow Holder:

9.2.1 Purchase Price. Full amount of Purchase Price by cashier’s check, certified check, or wire transfer;

9.2.2 Closing Costs. Purchaser will deposit cash in the amount necessary to pay Purchaser’ share of closing costs, as set forth in Section 9.3; and

9.2.3 Additional Documents. Purchaser will deposit any other documents or funds required of Purchaser to close Escrow in accordance with this Agreement.

9.3 Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the Parties as follows:

9.3.1 The Parties shall equally divide the Escrow Holder’s fees.

9.3.2 Seller shall pay the cost of the CLTA Title Policy, and Purchaser shall pay the cost of any endorsements, any additional costs for an ALTA Title Policy and any ALTA survey.

9.3.3 Seller shall pay city and county transfer taxes applicable to the transfer of title at Close of Escrow, if any.

9.3.4 Any miscellaneous costs shall be borne by the Parties according to custom in Placer County.

9.3.5 All other taxes, assessments, utility charges, and any other charges and credits with respect to the Property shall be paid by Purchaser.

9.3.6 In the event of any termination of this Agreement or the failure of Escrow to close due to a default of a Party, as provided herein, then the defaulting Party shall pay any cancellation costs imposed by the Escrow Holder.

9.4 At Close of Escrow, Escrow Holder shall:

9.4.1 Record the Grant Deed;

9.4.2 Issue the Title Policy; and

9.4.3 Disburse funds.
10. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser that:

10.1 **Authority of Seller.** Seller is a municipal corporation duly organized and validly existing and in good standing under the laws of the State of California and has the authority to own and convey the Property. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Seller. Seller has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

10.2 **Enforceability.** This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

10.3 **No Rights Granted.** Except for the rights of Purchaser under this Agreement, Seller has not granted any options, rights of first refusal, rights of first offer, or other pre-emptive rights to acquire the Property to any other person or entity.

10.4 **No Litigation.** To the best Seller's actual knowledge, there is no litigation or other proceeding, including condemnation proceedings, by or before any court, arbitrator or governmental or regulatory official, body or authority which is pending, or threatened against Seller, that arises out of the ownership of the Property, or would adversely affect the ability of Seller to perform its obligations under this Agreement.

10.5 **Hazardous Materials.** To the best of Seller's actual knowledge, except as otherwise as may be disclosed by the Property Documents, (i) there has been no production, storage or disposal at the Property of any Hazardous Materials (as defined in Section 7.4 herein) by Seller or by any previous owner or tenant of the Property; (ii) Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) Seller has not violated any laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) there is no proceeding or inquiry by any federal, state or local governmental agency with respect to any Hazardous Materials on the Property.

10.6 **Seller's Knowledge.** Whenever a representation or warranty is made in this Agreement on the basis of the knowledge or the actual knowledge of Seller or words of similar import, or whether Seller has knowledge or has received notice, such representation or warranty is made solely on the basis of the actual, as distinguished from implied, imputed or constructive, knowledge of the Director of Economic and Community Development and the Mayor without any requirement of any independent or additional inquiry on the part of the Seller. Purchaser agrees that no representative of Seller shall have any personal liability under this Agreement.

11. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller that:

11.1 **Purchaser's Authority.** Purchaser is a municipal corporation duly organized and validly existing and in good standing under the laws of the State of California and has the authority to purchase and accept the Property. This Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Purchaser. Purchaser has the
legal right, power and authority to enter into this Agreement and to consummate this transaction.

11.2 Enforceability. This Agreement and all documents required to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

11.3 OFAC Compliance. Purchaser is currently in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) and any regulation, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto.

12. Remedies Upon Default.

12.1 Default by Seller. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Purchaser's sole and exclusive remedies shall be either (i) terminate this Agreement and receive a refund of the Deposits, or (ii) pursue an action for specific performance. Seller shall not be in default under this Agreement unless Purchaser first provides to Seller written notice of default and Seller thereafter fails within five (5) days after receipt of such notice of default to either cure such default or, if such default cannot reasonably be cured within said 5-day period, diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter, cures such default not later than ten (10) days after receipt of such notice of default.

12.2 Default by Purchaser. IN THE EVENT ESCROW FAILS TO CLOSE AFTER THE EXECUTION DATE DUE TO A DEFAULT UNDER THIS AGREEMENT BY PURCHASER, SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT AND RETAIN THE DEPOSITS MADE BY PURCHASER. IN ADDITION, PURCHASER SHALL DELIVER TO SELLER ALL REPORTS AND STUDIES CONDUCTED BY THIRD PARTIES ON BEHALF OF PURCHASER IN CONNECTION WITH ITS INVESTIGATION OF THE PROPERTY WITHOUT REPRESENTATION OR WARRANTY. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ANY ESCROW FAILS TO CLOSE AFTER THE EXECUTION DATE SOLELY DUE TO A DEFAULT BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRacticABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE TOTAL AMOUNT OF THE DEPOSITS MADE BY PURCHASER HEREUNDER HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER PRIOR TO CLOSE OF ESCROW ON THE PROPERTY.

[Initials]

13. Brokers' Fees. The Parties each hereby warrant to the other that no person or entity can properly claim a right to a commission, finder's fee or other compensation based upon contacts or understandings between such claimant and Purchaser or Seller with respect to the transaction contemplated by this Agreement. If any broker or finder makes any claim for a commission or finder's fee, the Party through which the broker or finder makes such claim shall
indemnify, defend and hold the other Party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified Party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

14. **Attorneys' Fees.** Should any litigation be commenced between the Parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees, and costs for such litigation and for executing upon or appealing any judgment.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of Placer.

16. **Notices.** All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered and received by the receiving Party (a) upon receipt when hand delivered, (b) upon receipt when sent by email to the address set forth below (with written confirmation of receipt from the sender), (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery), or (d) upon actual delivery if deposited with any commercially-recognized overnight carrier that routinely issues receipts (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

   **If to Seller:**
   The Successor Agency to the Redevelopment Agency of the City of Rocklin
   3970 Rocklin Road
   Rocklin, CA 95677
   Attn: Executive Director
   email: [steven.rudolph@rocklin.ca.us](mailto:steven.rudolph@rocklin.ca.us)

   **If to Purchaser:**
   City of Rocklin
   3970 Rocklin Road
   Rocklin, CA 95677
   Attn: City Manager
   email: [steven.rudolph@rocklin.ca.us](mailto:steven.rudolph@rocklin.ca.us)

If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A Party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other Party written notice in the manner set forth above.
17. **Entire Agreement.** This Agreement and the documents referenced herein contain the entire agreement between the Parties and this Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.

18. **Assignment.** Neither Party may assign this Agreement or any rights created hereunder without the prior written consent of the other Party; provided, however, Purchaser may assign this Agreement without Seller’s consent to an affiliate. "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with the Purchaser, or (b) an entity in which at least a majority of whose economic interest is owned by Purchaser. The term “control” means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

19. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

20. **Waivers.** A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

21. **Construction.** The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

22. **Merger.** All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.

23. **Action or Approval.** This Agreement is subject to review and approval by the Oversight Board to the Placer County Successor Agency, and may be subject to review and approval by the California Department of Finance. Where action and/or approval by Seller is required under this Agreement, Seller’s Successor Agency Officer or designee may act on and/or approve such matter unless the Successor Agency Officer determines in the Successor Agency Officer’s discretion that such action or approval requires referral to Seller’s Placer County Successor Agency Board and/or the Oversight Board to the Placer County Successor Agency for consideration.

24. **Time of the Essence.** Time is of the essence in this Agreement.

25. **Successors.** This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective successors.

26. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies.
27. **Further Assurances.** Seller and Purchaser agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of this Agreement.

28. **Joint Drafting.** Purchaser and Seller acknowledge that this Agreement was negotiated at arm’s length, that independent counsel has represented each Party and that this Agreement has been drafted by both Parties and no one Party shall be construed as the draftsperson.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

(Signatures on Next Page)
The Parties hereto have executed this Agreement as of the dates below.

PURCHASER:
City of Rocklin
A California municipal corporation
By: Joe Patterson, Mayor
Date: 5/28/19

SELLER:
The Successor Agency to the Redevelopment Agency of the City of Rocklin
A California municipal corporation
By: Steven Rudolph, Executive Director
Date: 5/29/2019

ATTEST:
Mona Forster, City Clerk
Date: 5/28/19

ATTEST:
Mona Forster, Agency Clerk
Date: 5/29/19

APPROVED AS TO FORM:
Daniel Cucchi, Asst. City Attorney
Date: 5/28/2019

APPROVED AS TO FORM:
Sheri Chapman, Agency Attorney
Date: 5/28/2019
Exhibit A

(Legal Description)

ALL THAT REAL PROPERTY SITUATE IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, CITY OF ROCKLIN, DESCRIBED AS FOLLOWS:

That certain property consisting of approximately 1.83 acres of unimproved land in Rocklin, CA, Placer County Assessor's Parcel Numbers 010-121-001, 010-121-002, 010-121-004, 010-121-005, substantially described as follows:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D, Rocklin, as shown on the map thereof filed in the office of the County Recorder of Placer County.

Excepting therefrom those portions of lots 3 to 8 which lies within the 400 foot right of way of the Central Pacific Railroad as established by Congressional Grant of July 1862.
NO FEE DOCUMENT
Government Code § 6103 & § 27383

RECORDING REQUESTED BY AND AFTER RECORLECTION MAIL TO AND MAIL TAX STATEMENTS TO:

Attn: CITY OF ROCKLIN
3970 ROCKLIN RD.
ROCKLIN, CA 95677
ATTN: ASST. CITY MANAGER

GRANT DEED

The undersigned Grantor(s) declare(s):

Documentary Transfer Tax is $_______

( x ) computed on full value of property conveyed, or
(     ) computed on full value less of liens and encumbrances remaining at time of sale.
(     ) Unincorporated area: ( x ) City of Rocklin

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

The Successor Agency to the Redevelopment Agency of the City of Rocklin, a California municipal corporation, Grantor,

hereby GRANTS to:

City of Rocklin, a California municipal corporation, Grantee

The following legally described real property located in the City of Rocklin, County of Placer, State of California:

[See EXHIBIT A Attached]

Dated: ________________, 2019

GRANTOR:

The Successor Agency to the Redevelopment Agency of the City of Rocklin,
a California municipal corporation,

By: ________________________________

1706913.2 Exhibit A to Grant Deed
Exhibit A to Grant Deed

(Legal Description)

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Excepting therefrom those portions of lots 3 to 8 which lies within the 400 foot right of way of the Central Pacific Railroad as established by Congressional Grant of July 1862.
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California    
County of ______________

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

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

WITNESS my hand and official seal.

Signature ____________________________  (Seal)
Integra Realty Resources
Sacramento

Appraisal of Real Property

1.84 acres of Vacant land
Vacant Land
E/L of Pacific St, S/O Pine St, N/O Oak St
Rocklin, Placer County, California 95677

Prepared For:
City of Rocklin

Effective Date of the Appraisal:
May 22, 2019

Report Format:
Appraisal Report – Standard Format

IRR - Sacramento
File Number: 193-2019-0219
1.84 acres of Vacant land
E/L of Pacific St, S/O Pine St, N/O Oak St
Rocklin, California
May 24, 2019

David Mohlenbrok  
Community Development Director  
City of Rocklin  
3970 Rocklin Road  
Rocklin, CA 95677

SUBJECT: Market Value Appraisal  
1.84 acres of Vacant land  
E/L of Pacific St, S/O Pine St, N/O Oak St  
Rocklin, Placer County, California 95677  
IRR - Sacramento File No. 193-2019-0219

Dear Mr. Mohlenbrok:

Integra Realty Resources – Sacramento is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property. The client for the assignment is the City of Rocklin, and the intended use is for asset monitoring purposes.

The subject represents 1.84 acres of commercially zoned, vacant land. The subject is situated within the confines of four Assessor’s parcels identified as 010-121-001, -002, -004 and -005. The property is zoned C-4, Limited General Retail and Service Commercial zone, which permits a variety of retail uses, personal service establishments and schools (public elementary and secondary).

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations.

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report –
Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, our opinion of value is as follows:

<table>
<thead>
<tr>
<th>Value Conclusion</th>
<th>Interest Appraised</th>
<th>Date of Value</th>
<th>Value Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value As Is</td>
<td>Fee Simple</td>
<td>May 22, 2019</td>
<td>$560,000</td>
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**Extraordinary Assumptions and Hypothetical Conditions**

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

None

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

**INTEGRA REALTY RESOURCES - SACRAMENTO**

Kari Tatton  
Certified General Real Estate Appraiser  
California Certificate # 3002218  
Telephone: 916-435-3883, ext. 229  
Email: ktatton@irr.com

Kevin Ziegenmeyer, MAI  
Certified General Real Estate Appraiser  
California Certificate # AG013567  
Telephone: 916-435-3883, ext. 224  
Email: kziegenmeyer@irr.com
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1.84 acres of Vacant land
Summary of Salient Facts and Conclusions

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<td>Address</td>
<td>E/L of Pacific St, S/O Pine St, N/O Oak St Rocklin, Placer County, California 95677</td>
</tr>
<tr>
<td>Property Type</td>
<td>Land - Residential</td>
</tr>
<tr>
<td>Owner of Record</td>
<td>City of Rocklin</td>
</tr>
<tr>
<td>Tax ID</td>
<td>010-121-001, 010-121-002, 010-121-004 and 010-121-005</td>
</tr>
<tr>
<td>Land Area</td>
<td>1.84 acres; 79,934 SF</td>
</tr>
<tr>
<td>Zoning Designation</td>
<td>C-4, Limited General Retail and Service Commercial zone</td>
</tr>
<tr>
<td>Highest and Best Use</td>
<td>Retail use</td>
</tr>
<tr>
<td>Exposure Time; Marketing Period</td>
<td>12 months; 12 months</td>
</tr>
<tr>
<td>Effective Date of the Appraisal</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>Date of the Report</td>
<td>May 24, 2019</td>
</tr>
<tr>
<td>Property Interest Appraised</td>
<td>Fee Simple</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td></td>
</tr>
<tr>
<td>Number of Sales</td>
<td>6</td>
</tr>
<tr>
<td>Range of Sale Dates</td>
<td>Jun 16 to Jan 19</td>
</tr>
<tr>
<td>Range of Prices per SF (Unadjusted)</td>
<td>$5.53 - $11.71</td>
</tr>
<tr>
<td>Market Value Conclusion</td>
<td>$560,000 ($7.01/SF)</td>
</tr>
</tbody>
</table>

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Rocklin may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

None
General Information

Identification of Subject
The subject represents 1.84 acres of commercially zoned, vacant land. The subject is situated within the confines of four Assessor's parcels identified as 010-121-001, -002, -004 and -005. The property is zoned C-4, Limited General Retail and Service Commercial zone, which permits a variety of retail uses, personal service establishments and schools (public elementary and secondary). A legal description of the property is in the addenda.

<table>
<thead>
<tr>
<th>Property Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Tax ID</td>
</tr>
<tr>
<td>Owner of Record</td>
</tr>
</tbody>
</table>

Sale History
To the best of our knowledge, no sale or transfer of ownership has occurred within the past three years.

Pending Transactions
To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Purpose of the Appraisal
The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property as of the effective date of the appraisal, May 22, 2019. The date of the report is May 24, 2019. The appraisal is valid only as of the stated effective date or dates.

Definition of Market Value
Market value is defined as:

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

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

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Definition of As Is Market Value
As is market value is defined as, “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.”


Definition of Property Rights Appraised
Fee simple estate is defined as, “Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”

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

Intended Use and User
The intended use of the appraisal is for asset monitoring purposes. The client and intended user is the City of Rocklin. The appraisal is not intended for any other use or user. No party or parties other than the City of Rocklin may use or rely on the information, opinions, and conclusions contained in this report.

Applicable Requirements
This appraisal is intended to conform to the requirements of the following:
• Uniform Standards of Professional Appraisal Practice (USPAP);
• Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute;
• Applicable state appraisal regulations;
• Interagency Appraisal and Evaluation Guidelines issued December 10, 2010.

1.84 acres of Vacant land
Report Format
This report is prepared under the Appraisal Report option of Standards Rule 2-2(a) of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to the Integra Realty Resources internal standards for an Appraisal Report – Standard Format. This format summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions.

Prior Services
USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

Scope of Work
To determine the appropriate scope of work for the assignment, we considered the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors. Our concluded scope of work is described below.

Valuation Methodology
Appraisers usually consider the use of three approaches to value when developing a market value opinion for real property. These are the cost approach, sales comparison approach, and income capitalization approach. Use of the approaches in this assignment is summarized as follows:

<table>
<thead>
<tr>
<th>Approaches to Value</th>
<th>Applicability to Subject</th>
<th>Use in Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Approach</td>
<td>Not Applicable</td>
<td>Not Utilized</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>Applicable</td>
<td>Utilized</td>
</tr>
<tr>
<td>Income Capitalization Approach</td>
<td>Not Applicable</td>
<td>Not Utilized</td>
</tr>
</tbody>
</table>

We use only the sales comparison approach in developing an opinion of value for the subject. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Research and Analysis
The type and extent of our research and analysis is detailed in individual sections of the report. This includes the steps we took to verify comparable sales, which are disclosed in the comparable sales profile sheets in the addenda to the report. Although we make an effort to confirm the arms-length
nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

**Inspection**
Kari Tatton conducted an on-site inspection of the property on May 22, 2019. Kevin Ziegenmeyer, MAI, also conducted an on-site inspection.
Economic Analysis

Area Analysis – Placer County

Introduction
Placer County is part of the four-county Sacramento Metropolitan Area, along with the counties of Sacramento, Yolo and El Dorado. The county is located in the north-central part of California, approximately 420 miles north of Los Angeles, 250 miles south of Oregon, 100 miles northeast of San Francisco, 80 miles west of Lake Tahoe and 100 miles southwest of Reno. The southernmost part of Placer County consists of a valley commonly referred to as South Placer, while the remainder of the county is divided into the Gold Country, where parts of Auburn and Colfax are located, and the High Country, which encompasses Tahoe City and Kings Beach along Lake Tahoe. Placer’s largest cities are Roseville, Rocklin and Lincoln. Elevations in the county range from 165 feet above sea level in Roseville to 10,000 feet above sea level in the Sierra Nevada Mountains.

Placer County is developed with a mix of urban and rural uses. The larger cities, namely Roseville and Rocklin, are mostly urban, while the smaller communities, such as Loomis and Newcastle, have remained rural. Auburn and Lincoln both exhibit a combination of urban and rural settings. However, in recent years the city of Lincoln has experienced dramatic growth and development and has become one of the fastest-growing cities in California.

Population
Placer County has experienced population growth in recent years, primarily in the southern part of the county. The main origin for in-migration to the region are the Bay Area, other parts of the Sacramento region and Southern California. The state’s population data indicate a strong pattern of movement by residents from the high-cost, high-density Bay Area to inland areas in Northern California.

Following is a table depicting the population change in Placer County and its component cities over the past few years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Auburn</td>
<td>13,897</td>
<td>14,145</td>
<td>14,280</td>
<td>14,387</td>
<td>14,507</td>
<td>14,611</td>
<td>1.0%</td>
</tr>
<tr>
<td></td>
<td>Colfax</td>
<td>2,069</td>
<td>2,083</td>
<td>2,112</td>
<td>2,131</td>
<td>2,147</td>
<td>2,150</td>
<td>0.8%</td>
</tr>
<tr>
<td></td>
<td>Lincoln</td>
<td>44,795</td>
<td>45,748</td>
<td>46,537</td>
<td>47,245</td>
<td>48,028</td>
<td>48,591</td>
<td>1.7%</td>
</tr>
<tr>
<td></td>
<td>Loomis</td>
<td>6,580</td>
<td>6,623</td>
<td>6,633</td>
<td>6,678</td>
<td>6,780</td>
<td>6,824</td>
<td>0.7%</td>
</tr>
<tr>
<td></td>
<td>Rocklin</td>
<td>59,436</td>
<td>59,999</td>
<td>60,614</td>
<td>61,765</td>
<td>64,487</td>
<td>66,830</td>
<td>2.5%</td>
</tr>
<tr>
<td></td>
<td>Roseville</td>
<td>125,970</td>
<td>128,048</td>
<td>129,299</td>
<td>132,167</td>
<td>134,650</td>
<td>137,213</td>
<td>1.8%</td>
</tr>
<tr>
<td></td>
<td>Unincorporated</td>
<td>109,558</td>
<td>110,462</td>
<td>110,912</td>
<td>111,245</td>
<td>112,574</td>
<td>113,313</td>
<td>0.7%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>362,305</td>
<td>367,108</td>
<td>370,387</td>
<td>375,618</td>
<td>383,173</td>
<td>389,532</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

Source: California Department of Finance

As indicated in the previous table, Placer County has experienced a strong average rate of annual growth of 1.5% over the past five years. The cities of Roseville, Rocklin and Lincoln are the fastest

1.84 acres of Vacant land
growing in the region. Loomis and the unincorporated areas have had relatively little growth. Over the past decade, Placer County has been the fastest-growing county within the four-county Sacramento MSA (which also includes Sacramento, El Dorado and Yolo Counties). It is projected this trend will continue for the near future.

**Employment & Economy**

The California Employment Development Department has reported the following employment data for Placer County over the past several years.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Force</td>
<td>175,800</td>
<td>175,500</td>
<td>176,500</td>
<td>179,800</td>
<td>181,700</td>
<td>185,200</td>
</tr>
<tr>
<td>Employment</td>
<td>162,300</td>
<td>164,500</td>
<td>167,600</td>
<td>171,700</td>
<td>174,700</td>
<td>179,400</td>
</tr>
<tr>
<td>Job Growth</td>
<td>3,800</td>
<td>2,200</td>
<td>3,100</td>
<td>4,100</td>
<td>3,000</td>
<td>4,700</td>
</tr>
<tr>
<td>Unemployment Rate</td>
<td>7.7%</td>
<td>6.3%</td>
<td>5.0%</td>
<td>4.5%</td>
<td>3.9%</td>
<td>3.1%</td>
</tr>
</tbody>
</table>

Source: California Employment Development Department

Most areas within the state and nation, including Placer County, saw declining unemployment rates in 2004 through 2006, increases from 2007 to 2010, and declines during 2011-2018. Placer County has a diverse economy, with no one sector accounting for a majority of the employment in the region. The following chart indicates the percentage of total employment for each sector within the county.

Source: California Employment Development Department

1.84 acres of Vacant land
The area’s largest employment sectors are Trade/Transportation/Utilities, which includes retail and wholesale trade (19.2% of total employment); Educational and Health Services (17.1%); and Leisure and Hospitality (14.0%).

Although many residents commute to employment centers in Sacramento, Placer County offers thousands of jobs and attracts workers from the local area as well as “reverse commuters” from Sacramento and residents of outlying areas such as Marysville/Yuba City to the north. The largest employers in the county, according to the Sacramento Business Journal, are highlighted as follows:

<table>
<thead>
<tr>
<th>Employer</th>
<th>Industry</th>
<th>Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Kaiser Permanente</td>
<td>Healthcare</td>
<td>5,835</td>
</tr>
<tr>
<td>2 Sutter Health</td>
<td>Healthcare</td>
<td>3,386</td>
</tr>
<tr>
<td>3 Squaw Valley Alpine Meadows</td>
<td>Leisure/Hospitality</td>
<td>2,600</td>
</tr>
<tr>
<td>4 Thunder Valley Casino Resort</td>
<td>Leisure/Hospitality</td>
<td>2,114</td>
</tr>
<tr>
<td>5 Hewlett Packard Enterprise Co.</td>
<td>Electronics/Technology Manufacturing</td>
<td>2,000</td>
</tr>
<tr>
<td>6 PRIDE Industries</td>
<td>Professional/Business Services</td>
<td>1,747</td>
</tr>
<tr>
<td>7 Roseville City School District</td>
<td>Education</td>
<td>1,486</td>
</tr>
<tr>
<td>8 City of Roseville</td>
<td>Government</td>
<td>1,148</td>
</tr>
<tr>
<td>9 Safeway</td>
<td>Grocery Store</td>
<td>1,137</td>
</tr>
<tr>
<td>10 Adventist Health</td>
<td>Healthcare</td>
<td>1,008</td>
</tr>
</tbody>
</table>

Source: Sacramento Business Journal, The List: Employers - Placer County, December 2018

Household Income

Median household income represents a broad statistical measure of well-being or standard of living in a community. The median income level divides households into two equal segments with one half of households earning less than the median and the other half earning more. The median income is considered to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. The U.S. Census Bureau estimates a median household income of $80,488 for Placer County in the year 2017 (most recent data available), which was higher than the state of California’s median income of $67,169.

Transportation

Interstate 80, State Highway 65 and State Highway 193 are the major routes traversing the region. Major urban arterials in the southern part of the county include Douglas Boulevard, Sierra College Boulevard, Roseville Parkway, Pleasant Grove Boulevard, Sunrise Avenue, Auburn-Folsom Road and Foothills Boulevard.

In addition to roadways within the county limits, south Placer County enjoys proximity to many of the Sacramento region’s freeways that provide access to the San Francisco Bay Area to the west, Central and Southern California to the south, Northern California and Oregon to the north, and Nevada to the east. Sacramento International Airport is situated about 10 miles west of the county border. The county is also home to a couple of small private airports. The region has good railroad service, including the transcontinental Union Pacific Railroad and Amtrak. The Capitol Corridor system
provides high-speed commuter rail service from Roseville to San Jose and Placer County Transit provides seven fixed routes servicing areas from Colfax down to Watt Avenue in Sacramento.

Recreation & Community Services
Placer County has ample community services and recreational opportunities. The County, cities and various park districts operate numerous public parks, golf courses, aquatic centers, libraries and community centers. Many private golf courses are located in the region, and several ski resorts are located in the mountains. Within the county lies a portion of the Folsom Lake State Recreation Area, a boating, fishing, and swimming retreat.

In terms of higher education, Placer County is home to Sierra College in Rocklin, a two-year community college offering a wide range of day and evening classes serving over 25,000 students. Sierra College also has an extension campus located in the Vernon District in Roseville and two additional campuses – the Nevada County and Tahoe-Truckee campuses. In 2004, William Jessup University, a private Christian college, moved from San Jose to a new facility in Rocklin. Additional university campuses within the county include Brandman University, National University and University of Phoenix, all located in Roseville.

The region offers good health services, including hospitals and medical office facilities. Two hospitals are located in Roseville – the Sutter Roseville Medical Center and Kaiser Permanente. In addition to the hospital, construction is in progress for a new state-of-the-art, 210,000 square foot Kaiser Permanente medical campus to replace their existing campus on Riverside Avenue and is expected to open to patients in the Fall 2019. The city of Auburn is home to Sutter Auburn Faith Hospital, Sutter Medical Center-Auburn, UC Davis Medical Center, Foundation Medical Clinic and Heritage Medical Center Complex. The city of Lincoln contains medical offices/clinics operated by Sutter, UC Davis, Kaiser and Catholic Healthcare West. In addition to these institutional health care facilities, the county is home to a large and growing number of private physicians, dentists, clinics and other medical specialists.

The city of Roseville is south Placer’s hub for fine dining and entertainment. Several upscale restaurants are situated along Eureka Road, Roseville Parkway and Galleria Boulevard. Roseville and Rocklin both offer two multi-screen movie theatres, and Auburn has one theatre. Shopping centers are widespread, the largest of which are the Galleria at Roseville, a regional shopping mall that opened in 2000 and was expanded in 2008-2009, and the Fountains at Roseville, an outdoor lifestyle center that opened in June 2008.

Conclusion
Placer County encompasses a diverse area, with growing cities, small towns and rural areas, and an abundance of open space. The cities of Roseville, Rocklin and Lincoln have experienced strong growth in population and development over the past several years. Placer County is one of the most affluent in the greater Sacramento region in terms of household income levels. The area has a number of positive attributes, including seismic stability, a well-educated work force, good transportation systems, relative affordability and availability of housing compared to the Bay Area, and an excellent level of community services. The long-term outlook for the region is very good.
Area Analysis – Placer County

Area Map

1.84 acres of Vacant land
Surrounding Area Analysis

Location
The boundaries of a neighborhood identify the physical area that influences the value of the subject property. These boundaries may coincide with observable changes in prevailing land use or occupant characteristics. Physical features such as the type of development, street patterns, terrain, vegetation and parcel size tend to identify neighborhoods. Roadways, waterways and changing elevations can also create neighborhood boundaries.

The subject property is located within the city of Rocklin, Placer County, California. The subject’s neighborhood boundaries can generally be described as Interstate 80 to the east and south, Whitney Boulevard to the west and Antelope Creek to the north.

Access and Linkages
The subject property is located along the west line of Pacific Street, north of Rocklin Road. Rocklin Road is a primary thoroughfare that runs in an east and west direction through the old portion of Rocklin. To the west, Rocklin Road connects with Pacific Street, which is a four-lane roadway running in a northeast-southwest direction providing access to Roseville to the south of the subject and through the northern portions of Rocklin and Loomis to the north. This road becomes Taylor Road south of the subject. Pacific Street intersects with Sunset Boulevard which runs in a northwest-southeast direction and is a four-lane road connecting the subject to State Highway 65 to the northwest, while terminating into residential development to the southeast. The subject is also proximate to other major thoroughfares in the neighborhood, making it a central location with convenient access to many neighboring communities. Other major traffic corridors within the immediate vicinity of the subject are Taylor Road and Sierra College Boulevard. The road systems provide adequate access to all areas within Rocklin, as well as other nearby neighborhoods within Roseville, Granite Bay and Loomis.

The subject neighborhood benefits from proximity to both Interstate 80 and State Highway 65, two major transportation corridors in South Placer County. Interstate 80 is a primary east-west connector in the Sacramento region and provides access to Davis and the San Francisco Bay Area to the west and Auburn and various Sierra Nevada mountain communities to the east. Direct access to Interstate 80 is available via highway on- and off-ramps along Rocklin Road to the north. The subject is also in proximity to State Highway 65. This north-south route links Roseville, Rocklin, Lincoln, Marysville and Yuba City to the north. The Union Pacific Railroad travels through the neighborhood parallel to Pacific Street.

Demographics
A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

1.84 acres of Vacant land
As shown above, the current population within a 3-mile radius of the subject is 81,517, and the average household size is 2.7. Population in the area has grown since the 2010 census, and this trend is projected to continue over the next five years. Compared to the subject’s 95677 zip code overall, the population within a 3-mile radius is projected to grow at a faster rate.

Median household income is $98,170, which is higher than the household income for the 95677 zip code. Residents within a 3-mile radius have a higher level of educational attainment than those of the 95677 zip code, while median owner occupied home values are considerably higher.

**Land Use**

The subject’s neighborhood consists mostly of single-family residential development with the majority of homes built 15+ years ago. Multifamily residential development can be found along Sunset Boulevard and other major thoroughfares in the area.

Retail development in the subject’s immediate area features a Walmart Neighborhood Market anchored center located at southeast corner of Sunset Boulevard and Pacific Street. Additional commercial development in the neighborhood is situated along major thoroughfares, such as Sunset Boulevard, Stanford Ranch Road and Blue Oaks Boulevard/Fairway Drive. The closest large-scale retail development to the subject is located just outside of the immediate neighborhood, to the west, at the intersection of Sunset Boulevard and Stanford Ranch Road. The northeast corner represents a Bel-Air anchored retail center and also includes a number of eating establishments and service commercial tenants. The northwest corner is improved with a smaller unanchored retail center occupied by a number of local and regional retail and service commercial tenants. The southeast corner is

1.84 acres of Vacant land
undeveloped, and the southwest corner is improved with a gas station and smaller unanchored retail center.

One notable development located just west of Highway 65 is the Westfield Galleria Mall, the first regional mall built in the Sacramento area in the last 25 years. This regional shopping mall opened for business in August 2000. The mall has since completed a major expansion project, adding a half-million square feet of retail space. Additional large-scale retail centers are also located surrounding the Westfield Galleria Mall.

Office development is located throughout the neighborhood as both stand-alone buildings and office parks. Notable office parks (north of the immediate neighborhood) are the Stanford Ranch Office Plaza, at Stanford Ranch Road and Plaza Drive, along with the Stanford Crossings Business Park and Atherton Tech Center, all located northwest of the subject.

Industrial uses in the neighborhood are generally concentrated north of the subject along Pacific Street and north of Sierra Meadows Drive. Dominguez Road has some of the larger industrial properties with companies such as Sierra Pine, a leading manufacturer of particleboard, and Pacific MDF, who manufactures moldings.

The subject neighborhood is served by several community uses typical of a suburban residential area, including schools, parks, churches, libraries, hospitals and open space. There are several small neighborhood parks in the subject’s neighborhood, including Vista Grande Park, Johnson-Springview Park, Kathy Lund Park and Central Park. There are two golf courses that service the area, Sunset Whitney Country Club and Whitney Oaks Golf Club. Some of the schools in the subject’s neighborhood are Parker Whitney Elementary, Spring View Middle School, Thomas Jefferson Elementary and Antelope Creek Elementary. The subject’s neighborhood is also serviced by the nearby high schools of Rocklin High School, Victory High School and Whitney High School, as well as by two colleges, Sierra Community College and William Jessup University.

**Outlook and Conclusions**

The subject property is located in an established neighborhood characterized by mostly single-family residential development, with supporting community uses. Recent data gathered from Costar Property Analytics and broker surveys indicate a strong, continually improving market. The area is considered to be an upper-middle-income neighborhood with adequate support facilities. The overall condition and quality of the neighborhood is rated as average to good. The composition of residential elements and commercial related support facilities generally provides stable conditions for the neighborhood.

1.84 acres of Vacant land
Surrounding Area Analysis

Surrounding Area Map

1.84 acres of Vacant land
Retail Market Analysis

The retail market in Sacramento has been on a path of stabilization and improvement over the past few years with activity in the first quarter 2019 further contributing to healthy market conditions.

Vacancy has been trending consistently downward since the first quarter of 2010, except for a couple of small increases in individual quarters, and the first quarter closed out at a rate of 7.5%, the lowest in the past decade. New construction in the region has increased over the past 2-3 years as economic conditions have improved but has been predominantly build-to-suit projects or pre-leased. More development is in the pipeline in infill locations as demand remains strong and vacancy continues to decline. Net absorption has been positive over the recent past; the fourth quarter 2018 marked the tenth consecutive quarter of positive net absorption for the region, bringing the year-end total to 324,389 square feet. The first quarter 2019, however, posted overall negative net absorption, as a result of constrained inventory of good quality space, more store closures and leasing activity concentrated on small to mid-sized tenants.

As the region’s economic fundamentals are consistently improving, market participants continue to navigate the structural changes to the retail sector. The increase in e-commerce continues to have an impact on brick-and-mortar projects, resulting in a shift in demand towards more experience-based uses. Much of the recent activity in the market is a result of this shift, as there has been an expansion into the Sacramento market of service-oriented retailers – food service, fitness clubs and personal service businesses. There has also been an increase in the activity of grocery stores, with several grocery-anchored centers under construction or early development stages.

It is noted the figures in this overview are primarily based on quarterly surveys published by brokerage CBRE for retail buildings 20,000 square feet and larger, excluding regional malls. Market conditions may not be similar for smaller retail properties. In fact, many brokers have indicated market conditions are typically not as strong for smaller, unanchored properties. Anchored centers are generally more likely to maintain stabilized occupancy levels compared to unanchored centers.

Economic Overview

The year 2018 was one of sustained economic growth in the United States, which continued into the beginning of 2019. Job growth continues to rise, although the pace of growth is slowing as the market nears full employment. Wages continue trending upward, however, consumer confidence has decreased in recent months. While consumer confidence remains elevated, the overall trend in confidence, based on the consumer confidence index, has been slowly declining since mid-2018, and economists are predicting economic growth will likely moderate this year.

In the Sacramento-Roseville-Arden/Arcade MSA (El Dorado, Placer, Sacramento and Yolo Counties), unemployment was 4.3% as of March 2019, up from 4.0% a year prior. This compares favorably to the unemployment rate of 4.6% for California and 3.9% for the nation. The Sacramento region added 28,300 new jobs (up 2.8%) between March 2018 and March 2019, with total employment at 1,065,200. The Sacramento area is becoming an increasingly popular alternative to the costly Bay Area markets. The continued in-migration to the area is expected to fuel population and workforce growth, which will drive demand for the commercial and retail sector.
Absorption & Vacancy

The following highlights the region’s net absorption over the past few years.

The Sacramento retail market has experienced a significant range of highs and lows over the last economic cycle. The retail market was very strong in the year 2007 with about 3 million square feet of positive net absorption. In 2008, net absorption was still positive but dropped significantly to about 600,000 square feet. The region’s net absorption was negative for the year 2009, with various brokerages estimating over 1 million square feet of negative net absorption. The annual net absorption turned positive in 2010 with about 170,000 square feet. During the four-year period of years 2011 through 2014, annual net absorption was fairly consistent, exhibiting between 530,000 and 600,000 square feet per year. Net absorption increased in the year 2015 to about 930,000 square feet. Most of this activity was due to big box leasing. During 2016, the region experienced net absorption of 217,311 square feet. In the first half of the year, leasing activity was strong among smaller tenants, but the overall market was impacted by the closing of five larger stores, including two Save Mart stores, two Sport Chalet locations and a clothing store. In the second half of the year, several larger leases were executed, which helped close the year with positive net absorption despite the closing of several Sports Authority stores. In 2017, the region experienced an annual net absorption of 1,099,674 square feet. The significant increase over the previous year was due primarily to completions of new retail projects. Most notably, the Delta Shores project contributed over 500,000 square feet of new retail space during 2017.

The first half of 2018 saw more vacancies of big box tenants, including Safeway and Big Lots in the West Capitol Plaza, West Sacramento; and Walmart and Sam’s Club in the Country Club Centre (Arden/Howe/Watt submarket). In addition, Sears announced the closure of two stores in the Sacramento Region – Roseville Galleria and Sunrise Mall locations – and Toys R Us / Babies R Us announced the insolvency of its business, ultimately resulting in ten store closures in the region. Vacancy and net absorption may be negatively impacted in the short term by these closures; however,

1.84 acres of Vacant land
discount stores and bargain grocers are driving tenant demand and will help offset the vacancies. Tenant demand is also strong for restaurants, fitness facilities and experience-based destinations. For example, plans for the closing Sears store in the Westfield Galleria mall are for a mixed-use project to include a Cinemark movie theatre, restaurants, arcade games and bowling alley.

During the first quarter 2019, the market had negative net absorption of 25,287 square feet. Most of the leasing activity this quarter involved small to mid-sized tenants. Some of the more significant recent leases include:

- Goodwill leased 36,345 square feet at 5005 Stockton Blvd., Sacramento
- American Furniture Warehouse Corporation leased 30,930 square feet in Broadstone Plaza II, Folsom
- Goodwill leased 21,440 square feet at 6328 Fair Oaks Blvd., Carmichael
- Precision for Collision leased 16,125 square feet at 8845 Washington Blvd., Roseville
- Falling Prices leased 15,326 square feet at 6456 Fair Oaks Blvd., Carmichael

Some notable sale transactions in the first quarter 2019 include:

- 1010 E Bidwell Street, Folsom, with 74,552 square feet, sold for $15,325,000
- Laguna Reserve Marketplace, with 34,308 square feet, sold for $9.3 million
- 4811 Madison Avenue, North Highlands, with 57,066 square feet, sold for $9.1 million
- 8351 Elk Grove-Florin Road, South Sacramento, with 28,294 square feet, sold for $4.47 million
- 2800-2868 Zinfandel Drive, Rancho Cordova, with 54,004 square feet, sold for $3.7 million

The average retail vacancy in the Sacramento area has been consistently declining since 2010, as illustrated in the following chart.
The following chart summarizes the recent history of retail vacancy in the Sacramento region.

The first quarter posted an overall vacancy of 7.5%, down 30 basis points from the previous quarter and down 90 basis points from the previous year. The third quarter of 2018 was the first time in ten years that vacancy had slipped below 8%. Vacant space remains scarce in prime submarkets as tenants focus their demand there, while less desirable submarkets are finding it difficult to sustain demand. The steady demand for good quality space is expected to continue pushing vacancy rates downward. However, vacancy rates may increase in the short term as new product is delivered and absorbed.

The table below summarizes vacancy rates and net absorption by submarket. According to the data presented, the Citrus Heights/Fair Oaks and the Folsom/El Dorado Hills submarkets posted the highest levels of net absorption, while the Laguna/Elk Grove and Roseville submarkets posted the greatest negative absorption. Overall, half of the submarkets posted negative net absorption during the quarter. Vacancy rates ranged from a low of 2.9% in the Lincoln submarket to a high of 17.2% in the Carmichael submarket, with an overall market average of 7.5%.

1.84 acres of Vacant land
### Sacramento Retail Market Summary

<table>
<thead>
<tr>
<th>Submarket</th>
<th>Total SF (millions)</th>
<th>Vacancy 1Q 2019</th>
<th>Net Absorption 1Q 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arden/Watt/Howe</td>
<td>3.70</td>
<td>12.8%</td>
<td>(11,847)</td>
</tr>
<tr>
<td>Auburn/Loomis</td>
<td>1.15</td>
<td>3.8%</td>
<td>10,534</td>
</tr>
<tr>
<td>Carmichael</td>
<td>1.32</td>
<td>17.2%</td>
<td>5,668</td>
</tr>
<tr>
<td>Citrus Heights/Fair Oaks</td>
<td>4.54</td>
<td>10.1%</td>
<td>29,531</td>
</tr>
<tr>
<td>Folsom/El Dorado Hills</td>
<td>5.58</td>
<td>5.8%</td>
<td>29,878</td>
</tr>
<tr>
<td>Greenhaven/Pocket</td>
<td>.43</td>
<td>5.8%</td>
<td>1,271</td>
</tr>
<tr>
<td>Hwy 50/Rancho Cordova</td>
<td>2.92</td>
<td>9.8%</td>
<td>(10,119)</td>
</tr>
<tr>
<td>Laguna/Elk Grove</td>
<td>5.76</td>
<td>6.3%</td>
<td>(65,318)</td>
</tr>
<tr>
<td>Lincoln</td>
<td>1.17</td>
<td>2.9%</td>
<td>(1,281)</td>
</tr>
<tr>
<td>North Highlands</td>
<td>2.57</td>
<td>8.9%</td>
<td>(12,872)</td>
</tr>
<tr>
<td>North Natomas</td>
<td>2.44</td>
<td>6.3%</td>
<td>(3,605)</td>
</tr>
<tr>
<td>Rocklin</td>
<td>2.66</td>
<td>7.0%</td>
<td>10,175</td>
</tr>
<tr>
<td>Roseville</td>
<td>6.47</td>
<td>3.0%</td>
<td>(25,563)</td>
</tr>
<tr>
<td>South Natomas</td>
<td>.62</td>
<td>9.0%</td>
<td>1,190</td>
</tr>
<tr>
<td>South Sacramento</td>
<td>4.71</td>
<td>9.6%</td>
<td>18,098</td>
</tr>
<tr>
<td>West Sacramento/Davis</td>
<td>2.64</td>
<td>4.6%</td>
<td>(1,027)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>48.68</strong></td>
<td><strong>7.5%</strong></td>
<td><strong>-25,287</strong></td>
</tr>
</tbody>
</table>

Source: CBRE MarketView Reports

### Rental Rates

This section discusses average asking rental rates. The reader should note these rates provide only a snapshot of activity at a specific point in time, which is influenced by the quality and quantity of space available at that time. Guarded reliance should be placed on average asking rates due to the number of variables impacting these figures.

According to CBRE, the average asking rental rate for retail space in the Sacramento region was $1.58 psf/month, triple net in the first quarter of 2019. This average was up slightly ($0.01 psf/month) from the previous quarter and up $0.03 psf/month year-over-year. The market is experiencing a widening gap between asking rates in newly constructed centers in desirable submarkets and obsolete centers in secondary locations, resulting in an offsetting effect on the average, but a larger range. Many of the retail projects under construction are pre-leased or build-to-suit, with only minimal new speculative construction projected to deliver in the near term. As such, lease rates are anticipated to hold steady or increase moderately in response to unmet demand.

### New Construction

Construction activity was limited in the region during the period of roughly 2008-2013 as a result of declining market conditions; however, new construction has increased in the region since 2014 as feasibility has improved. In the year 2014, new completions totaled about 390,000 square feet. In 2015, completions totaled about 370,000 square feet and included a 120,000 square foot Lifetime Fitness athletic club in Roseville, two buildings in the Rocklin Crossings shopping center (one of which is occupied by Bass Pro Shops), and a big box store in South Sacramento. The only completion in the first quarter of 2016 was an Applebee’s restaurant in Rocklin. In the second quarter of 2016, there were two completions totaling about 34,000 square feet, including a Nordstrom Rack expansion in

1.84 acres of Vacant land
Folsom and three shop buildings in the Rocklin Crossing center in Rocklin. In the third quarter of 2016, completions totaled about 49,000 square feet – a Home Goods store in the Arden/Watt/Howe submarket and a Smart & Final store in Citrus Heights. Over 254,000 square feet was completed in the fourth quarter, including a Lifetime fitness center in Folsom; and a Raley’s grocery store, Nordstrom Rack and Cinemark Theater in the Arden/Watt/Howe submarket. In Downtown Sacramento, the new Golden 1 Center arena was completed in 2016 for the Sacramento Kings NBA basketball team, as well as for various concerts and other events. Several restaurants and shops have since opened around the new arena.

In 2017, new construction was concentrated primarily within Delta Shores, an approximate 740,000 square foot retail center located in the South Sacramento submarket adjacent to Interstate 5. Wal-Mart Supercenter opened a 300,000 square feet store there in the fourth quarter, joining the already existing Dick’s Sporting Goods, Hobby Lobby, Ross, ULTA, Old Navy, and PetSmart. RC Willey (170,000 square feet) and Regal Cinemas (14 screens) opened during the first quarter 2018.

Additional new deliveries in the first quarter 2018 included a 29,296 square foot Sprouts Farmers Market in Natomas and the TJ Maxx building within the Rocklin Commons expansion (21,000 square feet). During the second quarter 2018, the HomeGoods store (21,000 square feet), also part of the Rocklin Commons expansion, was delivered. In addition, a 12,000 square foot building at 8851 Calvine Road was delivered and a new grocery store concept from Raley’s called Market 5 – ONE 5 was completed at 915 R street in Midtown. Significant deliveries in the third quarter included a 150,000 square foot Costco store in Elk Grove; a 15,450 square foot Grocery Outlet and a 9,112 square foot Cracker Barrel restaurant in the Arden/Watt/Howe submarket; and two buildings within the Vineyard at Madeira center in Elk Grove.

In the Downtown submarket, the most significant recent developments have been Ice Blocks and Downtown Commons (DOCO), which have driven net absorption throughout 2018.

Ice Blocks is a mixed-use development in the historic R Street Corridor in Midtown featuring three city blocks of ground floor retail with boutiques, cafes and restaurants, as well as office space and 142 loft-style apartment units. The last of the three blocks was delivered in the fourth quarter 2017, with West Elm leasing the largest 10,992 square foot space and opening at the beginning of August 2018. Beast and Bounty restaurant also opened in the third quarter and Milk Money opened in early October.

Downtown Commons (DOCO) is a 630,000-square foot lifestyle center anchored by Macy’s, Cinemark, 24 Hour Fitness and Urban Outfitters. The Sawyer Hotel mixed-use development, located in the DOCO project, delivered 53,000 SF of retail/restaurant space at the end of 2017. In addition to the larger anchor tenants, several restaurants have already opened (Haagen-Dazs, Punch Bowl Social, Sauced BBQ and Spirits, Echo & Rig Steakhouse, The Pizza Press, Burger Lounge, Yard House) and several others are scheduled to open in the near term. The final phase of the retail space was completed in the fourth quarter 2018.

The following table highlights some of the more significant retail projects under construction in the region as of first quarter 2019. In addition to these, there are approximately a dozen small retail projects under construction of 8,000 square feet or less.

1.84 acres of Vacant land
Submarket Overview

In order to analyze market conditions in the subject’s immediate area, we have utilized survey data published by CB Richard Ellis and CoStar Property. According to market surveys published by CB Richard Ellis, the overall retail vacancy rate in the Rocklin submarket was approximately 7.0% as of the first quarter of 2019. During the same quarter, the submarket experienced positive absorption in the amount of 10,175 square feet. The submarket’s vacancy rate is slightly lower than the Sacramento region overall (7.5%).

Pertaining to retail properties more similar to the subject property, we queried CoStar Property Analytics to determine the supply and vacancy of retail buildings within a two-mile radius of the subject property. This search revealed 208 properties containing a total rentable area of 3,007,547 square feet, of which 210,332 square feet was vacant as of the first quarter of 2019. The implied vacancy rate was 7.0%, which is the same as the vacancy rate reported by CB Richard Ellis for the Rocklin submarket.

Absorption and average rental rates were also examined using CoStar Property Analytics with the same parameters discussed above. The following table details vacancy and absorption for the subject’s immediate area over the past three years.

### Retail Projects New Construction

<table>
<thead>
<tr>
<th>Project</th>
<th>Submarket</th>
<th>Size (SF)</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>824 Sutter Street / Roadhouse Restaurant</td>
<td>Folsom</td>
<td>10,072</td>
<td>Under Construction / Delivery Q2 2019</td>
</tr>
<tr>
<td>Crocker Village Shopping Center</td>
<td>South Sacramento</td>
<td>110,145</td>
<td>Under Construction / Partial delivery Q2 2019</td>
</tr>
<tr>
<td>291 Conference Center Dr / VillaSport</td>
<td>Roseville</td>
<td>130,000</td>
<td>Under Construction / Delivery Q2 2019</td>
</tr>
<tr>
<td>Fair Oaks Promenade / 5442 Hazel Ave</td>
<td>Orangevale</td>
<td>11,000</td>
<td>Under Construction / Delivery Q2 2019</td>
</tr>
<tr>
<td>The Hardin /700-730 K Street</td>
<td>Downtown</td>
<td>72,000</td>
<td>Under Construction / Delivery Q4 2019</td>
</tr>
<tr>
<td>Truxel &amp; Gateway</td>
<td>North Natomas</td>
<td>13,750</td>
<td>Under Construction / Delivery 2020</td>
</tr>
<tr>
<td>Creekside Marketplace (Del Paso &amp; Town Center)</td>
<td>North Natomas</td>
<td>77,553</td>
<td>Under Construction</td>
</tr>
<tr>
<td>The Park</td>
<td>South Sacramento</td>
<td>103,165</td>
<td>Under Construction / Delivery 2020</td>
</tr>
<tr>
<td>Sienna Ridge</td>
<td>El Dorado Hills</td>
<td>103,000</td>
<td>Construction to begin 2019</td>
</tr>
</tbody>
</table>

Source: CBRE; CoStar; Colliers International Research and Forecast Report

1.84 acres of Vacant land
As can be seen above, vacancy in the subject’s market has generally declined over the past three years. The data analyzed began in the second quarter of 2016 when vacancy was 10.9%. The vacancy reached a three-year-low in the most recent quarter. In addition, overall lease rates have been rising, with current asking rates at approximately $01.46 psf/month, triple net. The decreasing vacancy and increasing rents indicate the market is improving.

The following graph shows the average vacancy rate, absorption and deliveries over the past five years, as well as forecasted vacancy through 2021, as estimated by CoStar Property Analytics.

Note: The average lease rate shown is on triple net terms.
CoStar forecasts positive absorption every quarter moving forward through 2021. The general consensus among brokers active in the subject’s market area is that the market is stable, and conditions are expected to remain steady in the coming periods.

Looking Ahead
The Sacramento retail market continues to be characterized by scarce availability and strong demand for the best quality projects in prime submarkets, whereas many older centers, some with functional issues, continue to struggle, having never fully recovered from the recession.

Continued moderate improvement in the market is expected through 2019. Sustained demand and healthy leasing activity will contribute to further increases in asking lease rates for desirable projects, particularly power regional centers. Older centers, however, will likely discount their asking rates. Projects under construction are delivering mostly pre-leased and will add to the total retail inventory in the market but will not significantly impact vacancy. Vacancy rates are expected to hold steady or moderately trend downward over the next 12 months. Competition from internet retailers will continue to put pressure on the retail consumer goods industry, but strong demand for discount stores, local service, experience-based and food tenants in the region will keep market conditions favorable.
# Property Analysis

## Land Description and Analysis

<table>
<thead>
<tr>
<th>Land Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Area</td>
<td>1.84 acres; 79,934 SF</td>
</tr>
<tr>
<td>Source of Land Area</td>
<td>Public Records</td>
</tr>
<tr>
<td>Primary Street Frontage</td>
<td>Pacific - 400 feet</td>
</tr>
<tr>
<td>Secondary Street Frontage</td>
<td>Oak - 210 feet</td>
</tr>
<tr>
<td>Shape</td>
<td>Rectangular</td>
</tr>
<tr>
<td>Corner</td>
<td>Yes</td>
</tr>
<tr>
<td>Topography</td>
<td>Generally level and at street grade</td>
</tr>
<tr>
<td>Drainage</td>
<td>No problems reported or observed</td>
</tr>
<tr>
<td>Environmental Hazards</td>
<td>None reported or observed</td>
</tr>
<tr>
<td>Ground Stability</td>
<td>No problems reported or observed</td>
</tr>
</tbody>
</table>

| Flood Area Panel Number | 060242 |
| Date                  | November 2, 2018 |
| Zone                  | X |
| Description           | Outside of 500-year floodplain |
| Insurance Required?   | No |

## Zoning; Other Regulations

| Zoning Jurisdiction | City of Rocklin |
| Zoning Designation  | C-4 |
| Description         | Limited General Retail and Service Commercial zone |
| Legally Conforming? | N/A |
| Zoning Change Likely? | No |
| Permitted Uses      | Retail business establishments including (but not limited to): book store; record store, drug store, flower shop; toy store; business or professional office; bank; jewelry store; church; bakery; video store; furniture store; household appliance store; auto parts store. Legally permissible personal service establishments include: barber/beauty shop; photo studio; radio/tv repair; shoe repair; pick-up station for laundry and/or dry cleaners. Schools (public elementary and secondary) |

| Minimum Lot Area | 7,000 square feet |
| Minimum Lot Width (Feet) | 50 |
| Maximum Building Height | 35' (with use permit up to 50') |
| Parking Requirement | 1 space for each 250 square feet of gross floor area |
| Other Land Use Regulations | None reported or observed |

## Utilities

<table>
<thead>
<tr>
<th>Service</th>
<th>Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>Placer County Water Agency</td>
</tr>
<tr>
<td>Sewer</td>
<td>South Placer Municipal Utility District (SPMUD)</td>
</tr>
<tr>
<td>Electricity</td>
<td>PG&amp;E, Pioneer Community Energy</td>
</tr>
<tr>
<td>Natural Gas</td>
<td>PG&amp;E</td>
</tr>
<tr>
<td>Local Phone</td>
<td>AT&amp;T, CCI, Frontier Communications</td>
</tr>
</tbody>
</table>

1.84 acres of Vacant land
We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

The following table details the subject’s land area by parcel:

<table>
<thead>
<tr>
<th>Tax ID</th>
<th>SF</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-121-001</td>
<td>60,142</td>
<td>1.38</td>
</tr>
<tr>
<td>010-121-002</td>
<td>3,290</td>
<td>0.08</td>
</tr>
<tr>
<td>010-121-004</td>
<td>6,594</td>
<td>0.15</td>
</tr>
<tr>
<td>010-121-005</td>
<td>9,908</td>
<td>0.23</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>79,934</strong></td>
<td><strong>1.84</strong></td>
</tr>
</tbody>
</table>

Source: Public Records

Please note, the subject’s four parcels straddle an alley and are not all contiguous.

**Easements, Encroachments and Restrictions**
We were not provided a current title report to review. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

**Seismic Hazards**
According to the Seismic Safety Commission, the subject property is located within Zone 3, which is considered to be the lowest risk zone in California. There are only two zones in California: Zone 4, which is assigned to areas near major faults; and Zone 3, which is assigned to all other areas of more moderate seismic activity. In addition, the subject is not located in a Fault-Rupture Hazard Zone (formerly referred to as an Alquist-Priolo Special Study Zone), as defined by Special Publication 42 (revised January 1994) of the California Department of Conservation, Division of Mines and Geology.

**Conclusion of Land Analysis**
Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. We are not aware of any other particular restrictions on development.

1.84 acres of Vacant land
Assessor’s Parcel Map

1.84 acres of Vacant land
1.84 acres of Vacant land
1.84 acres of Vacant land
1.84 acres of Vacant land
Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be reappraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

<table>
<thead>
<tr>
<th>Tax ID</th>
<th>Land</th>
<th>Improvements</th>
<th>Total</th>
<th>Tax Rate</th>
<th>Taxes</th>
<th>Direct Assessments</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>010-121-001</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1.117882%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>010-121-002</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1.117882%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
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<tr>
<td>010-121-004</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1.117882%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>010-121-005</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1.117882%</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

The subject property is owned by The City of Rocklin and, as a public use site, is not subject to ad valorem taxes. However, if developed in accordance with its highest and best economic use, the subject would have ad valorem taxes and direct assessments. Nearby non-public properties in the 004-052 tax rate area have ad valorem taxes of 1.117882%.

1.84 acres of Vacant land
Highest and Best Use

Process
Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Vacant

Physically Possible
The physical characteristics of the site do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible
The site is zoned C-4, Limited General Retail and Service Commercial zone. Permitted uses include retail business establishments including (but not limited to): book store; record store, drug store, flower shop; toy store; business or professional office; bank; jewelry store; church; bakery; video store; furniture store; household appliance store; auto parts store. Legally permissible personal service establishments include: barber/beauty shop; photo studio; radio/tv repair; shoe repair; pick-up station for laundry and/or dry cleaners. Schools (public elementary and secondary) are also allowed. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Given prevailing land use patterns in the area, only retail use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible
Based on our analysis of the market, there is limited demand for additional retail development at the current time. Although market conditions have been improving in recent years, it appears that a newly developed retail use on the site would not have a value commensurate with its cost; therefore, retail use is not considered to be financially feasible. Nevertheless, we expect continued recovery of the market accompanied by a rise in property values to a level that will justify the cost of new construction. Thus, it is anticipated that retail development will become financially feasible in the future.

Maximally Productive
There does not appear to be any reasonably probable use of the site that would generate a higher residual land value than holding the property for future development of a retail use. Given the smaller size of the individual parcels, they possess limited development potential on their own. Assemblage of the four parcels allows for project identification as one development and economies of scale.

1.84 acres of Vacant land
Accordingly, it is our opinion that assemblage of the subject parcels and holding the property for future retail use, based on the normal market density level permitted by zoning, is the maximally productive use of the property.

**Conclusion**
Assemblage of the four parcels and holding the property for future development of a retail use is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the property as vacant.

**As Improved**
No improvements are situated on the subject. Therefore, a highest and best analysis as improved is not applicable.

**Most Probable Buyer**
Taking into account the functional utility of the site and area development trends, the probable buyer is a developer and/or speculator.
Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The cost approach assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The sales comparison approach assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The income capitalization approach reflects the market’s perception of a relationship between a property’s potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

<table>
<thead>
<tr>
<th>Approaches to Value</th>
<th>Applicability to Subject</th>
<th>Use in Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Approach</td>
<td>Not Applicable</td>
<td>Not Utilized</td>
</tr>
<tr>
<td>Sales Comparison Approach</td>
<td>Applicable</td>
<td>Utilized</td>
</tr>
<tr>
<td>Income Capitalization Approach</td>
<td>Not Applicable</td>
<td>Not Utilized</td>
</tr>
</tbody>
</table>

1.84 acres of Vacant land


Sales Comparison Approach

To develop an opinion of the subject’s land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

- Location: Placer County
- Size: less than 6 acres
- Use: commercial (retail) zoning
- Transaction Date: within the last 24-36 months

For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.
Summary of Comparable Land Sales

<table>
<thead>
<tr>
<th>No.</th>
<th>Name/Address</th>
<th>Sale Date; Status</th>
<th>Effective Sale Date; Status</th>
<th>SF; Acres</th>
<th>Zoning</th>
<th>$/SF Land</th>
<th>$/Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vacant Commercial Land</td>
<td>Aug-18 Closed</td>
<td>$1,032,019</td>
<td>134,600</td>
<td>Community</td>
<td>$7.67</td>
<td>$333,987</td>
</tr>
<tr>
<td></td>
<td>Village Plaza and Pleasant Grove</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roseville</td>
<td></td>
<td></td>
<td></td>
<td>Commercial/S.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placer County</td>
<td></td>
<td></td>
<td></td>
<td>Area/West</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments: This comparable represents the sale of vacant commercial land within the city of Roseville. It was originally listed for $995,000 and was on the market for approximately 7 months. Reportedly, the buyer intends to construct approximately 25,000 square feet of retail including restaurant space and second story office. Additionally, the buyer plans to occupy a portion of the property. The site is adjacent to a proposed assisted living &amp; memory care community.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SWC Baseline Rd &amp; Brady Ln</td>
<td>Jan-18 Closed</td>
<td>$1,250,000</td>
<td>217,800</td>
<td>Neighborhood</td>
<td>$5.74</td>
<td>$250,000</td>
</tr>
<tr>
<td></td>
<td>Baseline Rd.</td>
<td></td>
<td></td>
<td></td>
<td>Commercial, Use Permit</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roseville</td>
<td></td>
<td></td>
<td></td>
<td>Required</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placer County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments: This comparable represents the sale of 5 acres along the south line of Baseline Road, west of Brady Lane in Roseville. Surrounding land uses include a self storage facility immediately east, a Bel Air anchored shopping center to the northeast, a religious facility and single family residential development to the north and vacant land/rural single family development to the west and south. The site was originally planned for a gas station and mini storage.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>4470 Rocklin Road</td>
<td>Sep-17 Closed</td>
<td>$500,000</td>
<td>42,689</td>
<td>Retail Business</td>
<td>$11.71</td>
<td>$510,204</td>
</tr>
<tr>
<td></td>
<td>4470 Rocklin Rd.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rocklin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placer County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments: The sale is of vacant land with freeway visibility from Interstate 80. The proposed use of the property was not disclosed, but the property is surrounded by two hotels and freestanding restaurants.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>4700 Grove St.</td>
<td>Jul-17 Closed</td>
<td>$295,000</td>
<td>53,307</td>
<td>General Service</td>
<td>$5.53</td>
<td>$241,052</td>
</tr>
<tr>
<td></td>
<td>Rocklin</td>
<td></td>
<td></td>
<td></td>
<td>Commercial</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placer County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments: Vacant parcel located adjacent to Placer County Association of Realtors event center, single-family residential development and a religious facility. We were unable to confirm the buyer’s plans for the property.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>5800 W Oaks</td>
<td>Jun-16 Closed</td>
<td>$1,647,628</td>
<td>243,936</td>
<td>Planned Development, Bus. Professional</td>
<td>$6.75</td>
<td>$294,219</td>
</tr>
<tr>
<td></td>
<td>5800 W. Oaks Blvd.</td>
<td></td>
<td></td>
<td></td>
<td>Development, Bus. Professional,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rocklin</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placer County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments: This comparable is proposed for the development of a 5 building self-storage facility including a two story office/care taker unit (total of 119,850 square feet).</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Vacant Commercial Land</td>
<td>Jan-19 Listing</td>
<td>$2,284,799</td>
<td>230,868</td>
<td>Community</td>
<td>$9.90</td>
<td>$431,094</td>
</tr>
<tr>
<td></td>
<td>SWC of Blue Oaks Blvd. &amp; N. Hayden Pky</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Roseville</td>
<td></td>
<td></td>
<td></td>
<td>Commercial</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Placer County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Comments: This comparable represents a current listing of a commercially zoned parcel located at the southwest corner of Blue Oaks Blvd and N. Hayden Parkway within the Fiddymont Ranch community of West Roseville. This parcel represents one of only 11 parcels within the specific plan zoned Community Commercial and allows for a range of uses including a drug store and car wash. A 235 unit housing development is located directly across the street, immediately adjacent is a newly constructed 156-unit apartment community. An additional 3,000 residential units are planned for the last to the west of the site.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.84 acres of Vacant land

184 acres of Vacant land

Limited General
Retail and Service
Comparable Land Sales Map

1.84 acres of Vacant land
1.84 acres of Vacant land
Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

<table>
<thead>
<tr>
<th>Adjustment Factor</th>
<th>Accounts For</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective Sale Price</td>
<td>Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.</td>
<td>For commercial land, market participants typically take into consideration any remaining bond balances when determining total consideration. The bond payoff balances of the comparables vary. We have applied adjustments to the comparables on a dollar-for-dollar basis based on the differences in payoff balances between the comparables and subject.</td>
</tr>
<tr>
<td>Real Property Rights</td>
<td>Fee simple, leased fee, leasehold, partial interest, etc.</td>
<td>The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts and conditions, covenants and restrictions (CC&amp;Rs). All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.</td>
</tr>
<tr>
<td>Financing Terms</td>
<td>Seller financing, or assumption of existing financing, at non-market terms.</td>
<td>The comparable sales represented cash to the seller transactions and, therefore, do not require adjustments.</td>
</tr>
<tr>
<td>Conditions of Sale</td>
<td>Extraordinary motivation of buyer or seller, assemblage, forced sale.</td>
<td>Most of the comparable transactions represent arm’s-length, market transactions and do not require adjustments. However, a downward adjustment is applied to Comparable 6, which represents a current listing, to account for typical negotiation between buyer and</td>
</tr>
</tbody>
</table>

1.84 acres of Vacant land
<table>
<thead>
<tr>
<th>Adjustment Factor</th>
<th>Accounts For</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Conditions</td>
<td>Changes in the economic environment over time that affect the appreciation</td>
<td>The Sacramento Region’s retail market has been modestly improving over the past few years, and that growth is forecast to continue for the next few years. Accordingly, adjustments of roughly 3% per year are applied from the date of value.</td>
</tr>
<tr>
<td></td>
<td>and depreciation of real estate.</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Market or submarket area influences on sale price; surrounding land use</td>
<td>All of the comparables are located within Roseville and Rocklin, both desirable areas within Placer County and most require no adjustments. However, Comparable 3 is adjusted downward as this comparable is located within an area characterized by high concentrations of additional retail/commercial development and is considered superior when compared to the subject. Additionally, Comparable 5 receives a slight downward adjustment as this comparable is located within an area of newer commercial and residential development.</td>
</tr>
<tr>
<td></td>
<td>influences.</td>
<td></td>
</tr>
<tr>
<td>Access/Exposure</td>
<td>Convenience to transportation facilities; ease of site access; visibility;</td>
<td>The subject has average visibility/accessibility given its location along Pacific Street. Comparable 3 benefits from visibility along Interstate 80 and is adjusted downward for super visibility attributes. No further adjustments are required.</td>
</tr>
<tr>
<td></td>
<td>traffic counts.</td>
<td></td>
</tr>
<tr>
<td>Size</td>
<td>Inverse relationship that often exists between parcel size and unit value.</td>
<td>Comparables 2, 5 and 6 are appreciably larger in size when compared to the subject and slight upward adjustments are applied for economies of scale considerations. Conversely, Comparable 3 receives a slight downward adjustment to account for its smaller size in</td>
</tr>
</tbody>
</table>
### Sales Comparison Approach

1.84 acres of Vacant land

<table>
<thead>
<tr>
<th>Adjustment Factor</th>
<th>Accounts For</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Utility</td>
<td>Primary physical factors that affect the utility of a site for its highest and best use.</td>
<td>Slight downward adjustments are applied to all of the comparables as the subject’s parcels straddle an alley and are not all contiguous.</td>
</tr>
<tr>
<td>Zoning</td>
<td>Government regulations that affect the types and intensities of uses allowable on a site.</td>
<td>All of the comparables have zoning permitting a variety of retail/commercial development; no adjustments are applied.</td>
</tr>
</tbody>
</table>
The following table summarizes the adjustments we make to each sale.

### Land Sales Adjustment Grid

<table>
<thead>
<tr>
<th>Address</th>
<th>Subject</th>
<th>Comparable 1</th>
<th>Comparable 2</th>
<th>Comparable 3</th>
<th>Comparable 4</th>
<th>Comparable 5</th>
<th>Comparable 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>L of Pacific St,</td>
<td>Village</td>
<td>Pleasant Grove</td>
<td>4470 Rocklin Rd.</td>
<td>4700 Grove St.</td>
<td>$800 W. Oaks Blvd.</td>
<td>S/WC of Blue Oaks &amp; N. Hayden Pky</td>
<td></td>
</tr>
<tr>
<td>S/O Pine St, N/O Oak St</td>
<td>Rocklin</td>
<td>Roseville</td>
<td>Rocklin</td>
<td>Rocklin</td>
<td>Rocklin</td>
<td>Rocklin</td>
<td>Roseville</td>
</tr>
<tr>
<td>City</td>
<td>Placer</td>
<td>Placer</td>
<td>Placer</td>
<td>Placer</td>
<td>Placer</td>
<td>Placer</td>
<td>Placer</td>
</tr>
<tr>
<td>Sale Date</td>
<td>Aug-18</td>
<td>Jan-18</td>
<td>Sep-17</td>
<td>Jul-17</td>
<td>Jun-16</td>
<td>Jan-19</td>
<td></td>
</tr>
<tr>
<td>Sale Status</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Closed</td>
<td>Listing</td>
<td></td>
</tr>
<tr>
<td>Sale Price</td>
<td>$800,000</td>
<td>$1,250,000</td>
<td>$500,000</td>
<td>$295,000</td>
<td>$1,600,000</td>
<td>$1,947,000</td>
<td></td>
</tr>
<tr>
<td>PV of Bonds</td>
<td>$232,019</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>$47,628</td>
<td></td>
</tr>
<tr>
<td>Effective Sale Price</td>
<td>$1,032,019</td>
<td>$1,250,000</td>
<td>$500,000</td>
<td>$295,000</td>
<td>$1,647,628</td>
<td>$2,284,799</td>
<td></td>
</tr>
<tr>
<td>Acres</td>
<td>1.84</td>
<td>3.09</td>
<td>5.00</td>
<td>0.98</td>
<td>1.22</td>
<td>5.60</td>
<td></td>
</tr>
<tr>
<td>Zoning Code</td>
<td>C-4</td>
<td>C-1, WA-WR</td>
<td>C-1, UP-DC</td>
<td>C-2</td>
<td>C-3</td>
<td>C-1</td>
<td></td>
</tr>
<tr>
<td>Property Rights</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td>Fee Simple</td>
<td></td>
</tr>
<tr>
<td>Financing Terms</td>
<td>Cash to seller</td>
<td>Cash to seller</td>
<td>Cash to seller</td>
<td>Cash to seller</td>
<td>Cash to seller</td>
<td>Cash to seller</td>
<td></td>
</tr>
<tr>
<td>Conditions of Sale</td>
<td>Market</td>
<td>Market</td>
<td>Market</td>
<td>Market</td>
<td>Market</td>
<td>Listing</td>
<td></td>
</tr>
<tr>
<td>% Adjustment</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>% Adjustment</td>
<td>2%</td>
<td>2%</td>
<td>3%</td>
<td>3%</td>
<td>4%</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>Cumulative Adjusted Price</td>
<td>$7.82</td>
<td>$5.91</td>
<td>$12.06</td>
<td>$5.76</td>
<td>$7.16</td>
<td>$7.92</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>Access/Exposure</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>Size</td>
<td>–</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td>5%</td>
<td></td>
</tr>
<tr>
<td>Site Utility</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>Zoning</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td>–</td>
<td></td>
</tr>
<tr>
<td>Net $ Adjustment</td>
<td>$0.39</td>
<td>$0.00</td>
<td>$3.62</td>
<td>$0.29</td>
<td>$0.36</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Final Adjusted Price</td>
<td>$7.43</td>
<td>$5.91</td>
<td>$8.44</td>
<td>$5.47</td>
<td>$6.80</td>
<td>$7.92</td>
<td></td>
</tr>
<tr>
<td>Overall Adjustment</td>
<td>3%</td>
<td>3%</td>
<td>-28%</td>
<td>-1%</td>
<td>1%</td>
<td>20%</td>
<td></td>
</tr>
</tbody>
</table>

### Range of Adjusted Prices

- **Average:** $7.00
- **Indicated Value:** $7.00

1.84 acres of Vacant land
Land Value Conclusion

Prior to adjustment, the sales reflect a range of $5.53 - $11.71 per square foot. After adjustment, the range is narrowed to $5.47 - $8.44 per square foot, with an average of $7.00 per square foot. We give equal emphasis to the entire data set, as no one sale appears to represent the best indicator of value and arrive at a land value conclusion as follows:

<table>
<thead>
<tr>
<th>Land Value Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicated Value per Square Foot</td>
</tr>
<tr>
<td>Subject Square Feet</td>
</tr>
<tr>
<td>Indicated Value</td>
</tr>
<tr>
<td>Rounded</td>
</tr>
</tbody>
</table>
Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable, and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

<table>
<thead>
<tr>
<th>Value Conclusion</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Appraisal Premise</strong></td>
</tr>
<tr>
<td>Market Value As Is</td>
</tr>
</tbody>
</table>

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

None

Exposure Time

Exposure time is the period a property interest would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. In attempting to estimate a reasonable exposure time for the subject property, we looked at both the historical exposure times of a number of sales, as well as current and past economic conditions. Based on a survey of market participants, a transfer of retail properties in the region typically occurs within 12 months of exposure. It is estimated the exposure time for the subject property, if appropriately priced, would have been within 12 months of initial exposure.

Marketing Period

Marketing time is an estimate of the time to sell a property interest in real estate at the estimated market value during the period immediately after the effective date of value. A reasonable marketing time is estimated by comparing the recent exposure time of similar properties, and then taking into consideration current and future economic conditions and how they may impact marketing of the subject property.

The marketing time for the subject property is not anticipated to vary significantly from the exposure time. Thus, the marketing time is estimated at 12 months or less.

1.84 acres of Vacant land
Certification

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

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

4. We have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.

9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

11. Kari Tatton made a personal inspection of the property that is the subject of this report. Kevin Ziegenmeyer, MAI, has personally inspected the subject.

12. No one provided significant real property appraisal assistance to the person(s) signing this certification.

13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.

14. As of the date of this report, Kevin Ziegenmeyer, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

1.84 acres of Vacant land
1.84 acres of Vacant land
Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.

2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.

3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.

4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.

5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.

6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.

2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.

3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.

4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.

5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.

6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

1.84 acres of Vacant land
covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic
conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner’s financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner’s financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Sacramento, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the “Integra Parties”), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – Sacramento is not a building or environmental inspector. Integra Sacramento does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the
appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – Sacramento, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client’s use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

1.84 acres of Vacant land
Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions that may affect the assignment results. An extraordinary assumption is uncertain information accepted as fact. If the assumption is found to be false as of the effective date of the appraisal, we reserve the right to modify our value conclusions.

None

The value conclusions are based on the following hypothetical conditions that may affect the assignment results. A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

None

1.84 acres of Vacant land
Addendum A

Appraiser Qualifications
Kari Tatton

Experience
Ms. Tatton is a Certified General real estate appraiser. After completing her bachelor’s degree at California State University, Sacramento, Ms. Tatton began her career in real estate in March 2011, and has been writing narrative appraisal reports for a variety of properties. Today, she is involved in appraisal assignments covering office, retail, industrial, multifamily housing, land and mixed-use properties; as well as special-purpose properties including self-storage facilities, religious facilities, schools and auto dealerships. Ms. Tatton has developed the experience and background necessary to deal with complex assignments covering an array of property types, including subdivisions, as well as Mello-Roos and Assessment Districts.

Licenses
California, Certified General Real Estate, 3002218, Expires June 2020

Education
Academic:
Bachelor of Arts in Interior Design (Concentration in Interior Architecture)
California State University, Sacramento

Appraisal and Real Estate Courses:
Basic Appraisal Principles
Basic Appraisal Procedures
Site Valuation & Cost Approach
General Market Analysis & Highest and Best Use
Sales Comparison Approach
Income Capitalization Approach Part I
Income Capitalization Approach Part II
General Appraiser Report Writing and Case Studies
Kari M. Tatton

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

Effective Date: June 2, 2018
Date Expires: June 1, 2020

BREA APPRAISER IDENTIFICATION NUMBER: 3002218

Jim Martin, Bureau Chief, BREA

3040303
Kevin Ziegenmeyer, MAI

Experience
Mr. Ziegenmeyer is a Certified General real estate appraiser and holds the Appraisal Institute’s MAI designation. In 1989, Mr. Ziegenmeyer began his career in real estate as a controller for a commercial and residential real estate development corporation. In 1991 he began appraising and continued to be involved in appraisal assignments covering a wide variety of properties, including office, retail, industrial, residential income and subdivisions throughout the Central Valley area of California, Northern Nevada, and within the Sacramento Metropolitan Area. Over the past several years, Mr. Ziegenmeyer has handled many of the firm’s master-planned property appraisals and has developed expertise in the valuation of Community Facilities Districts and Assessment Districts. In early 2015, Mr. Ziegenmeyer obtained the Appraisal Institute’s MAI designation. Kevin is currently Senior Managing Director of the Integra-San Francisco office and Managing Director of the Integra-Sacramento office.

Licenses
California, Certified General Real Estate Appraiser, AG013567, Expires June 2019

Education
Academic:
Bachelor of Science in Accounting, Azusa Pacific University, California

Appraisal and Real Estate Courses:
Standards of Professional Practice, Parts A, B & C
Basic Valuation Procedures
Real Estate Appraisal Principles
Capitalization Theory and Techniques, Part A
Advanced Income Capitalization
Report Writing and Valuation Analysis
Advanced Applications
IRS Valuation Summit I & II
Business Practices and Ethics
Contemporary Appraisal Issues with Small Business Administration Financing
General Demonstration Appraisal Report Writing Seminar
7-Hour National USPAP Update Course
Valuation of Easements and Other Partial Interests
2009 Summer Conference
Uniform Appraisal Standards for Federal Land Acquisitions
2008 Economic Update
Valuation of Conservation Easements
Subdivision Valuation
2005 Annual Fall Conference
General Comprehensive Exam Module I, II, III & IV
Advanced Income Capitalization
Advanced Sales Comparison & Cost Approaches
2004 Central CA Market Update
Computer-Enhanced Cash Flow Modeling
Land Valuation Assignments
Kevin Ziegenmeyer, MAI

Education (Cont'd)

Land Valuation Adjustment Procedures
Highest & Best Use and Market Analysis
Entitlements, Land Subdivision & Valuation
Real Estate Value Cycles
El Dorado Hills Housing Symposium
Federal Land Exchanges
M & S Computer Cost-Estimating, Nonresidential
Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Kevin K. Ziegenmeyer

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 013567

Effective Date: June 5, 2017
Date Expires: June 4, 2019

Jim Martin, Bureau Chief, BREA
Kevin K. Ziegenmeyer

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

“Certified General Real Estate Appraiser”

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 013567

Effective Date: June 5, 2019
Date Expires: June 4, 2021

Jim Martin, Bureau Chief, BREA
About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

*Local Expertise...Nationally!*

irr.com
Addendum B

Grant Deed

1.84 acres of Vacant land
INDIVIDUAL GRANT DEED

A.P.N. 010-121-001,002,004 & 005

The undersigned grantor(s) declare(s):

☐ computed on full value of property conveyed, or
☐ computed on full value less value of liens and encumbrances remaining at time of sale.
☐ Unincorporated area: ☑ City of Rocklin, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged. John F. Vivilaqua and Phyllis J. Vivilaqua, Trustees of the Vivilaqua Family Trust, created February 2001, as to an undivided one-half (1/2) interest and Virgilia M. Vivilaqua, as Successor Trustee of the Vivilaqua Family Living Trust, established September 22, 1995, as to an undivided one-half (1/2) interest hereby GRANT(S) to The Redevelopment Agency of the City of Rocklin, a municipal corporation the following described real property in the City of Rocklin, County of PLACER, State of California:

See Exhibit "A" attached hereto and made a part hereof

Dated: March 19, 2003

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

On March 14, 2003 before me, Rachael K. Williams, notary public, personally appeared John F. Vivilaqua and Phyllis J. Vivilaqua and Virginia M. Vivilaqua personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature: [Signature]

MAIL TAX STATEMENTS TO: SAME AS ABOVE

NAME □ ADDRESS □ CITY, STATE & ZIP □
EXHIBIT "A"

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

Parcel One:

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Block D, Rocklin, as shown on the map thereof filed in the office of the County Recorder of Placer County.

Excepting therefrom those portions of lots 3 to 7 which lies within the 400 foot right of way of the Central Pacific Railroad as established by Congressional Grant of July 1862.

Parcel Two:

The South 75 feet of Lot Number 8 in Block "D" as said Lot and Block are shown upon that certain "Railroad Map of the Town of Rocklin" (now City of Rocklin) filed August 9, 1983 (1893) in Book "A" of Maps, at Page 28, in the office of the Placer County Recorder.

Excepting therefrom any portion thereof lying within the boundaries of the Central Pacific Railroad right of way.

APN: 010-121-001 and 010-121-002 and 001-121-004 and 001-121-005
AGENCY RESOLUTION NO. 2002-207

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN APPROVING AND DIRECTING THE EXECUTIVE DIRECTOR TO OPEN ESCROW AND EXECUTE A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE VIVILACQUA PROPERTY
(Pacific Street /APN's 010-121-001, 010-121-002, 010-121-004, and 010-121-005)

The Redevelopment Agency of the City of Rocklin does resolve as follows:

Section 1. The Redevelopment Agency of the City of Rocklin hereby approves and directs the Executive Director to finalize negotiations and execute an agreement for the purchase of the Vivilacqua Property between the Redevelopment Agency of the City of Rocklin and John Vivilacqua and Jill Vivilacqua in substantially the form of Exhibit A, attached hereto and by this reference incorporated herein, and to execute all other necessary and related documents required to complete and close the escrow for purchase.

Section 2. Upon satisfaction of all terms and conditions of the purchase and sale agreement and the close of escrow, the Redevelopment Agency of the City of Rocklin hereby accepts the grant deed and authorizes the Executive Director to execute a Certificate of Acceptance and authorizes the Agency Clerk to have the grant deed vesting title in the Redevelopment Agency of the City of Rocklin, and all other necessary and related documents recorded in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 27th day of August, 2002, by the following roll call vote:

AYES: Agency Members: Lund, Magnuson, Hill, Storey, Yorde
NOES: Agency Members: None
ABSENT: Agency Members: None
ABSTAIN: Agency Members: None

Ken Yorde, Chairman

ATTEST:

Secretary
E:\clerk\reso\Vivilacqua Pacific St ps agmt.doc

The foregoing instrument is a correct copy of the original document on file in this office.

Attest: City Clerk, City of Rocklin

³
Addendum C

Comparable Data
**Land Sale Profile**

**Sale No. 1**

**Location & Property Identification**

- **Property Name:** Vacant Commercial Land
- **Sub-Property Type:** Commercial, Retail
- **Address:** Village Plaza and Pleasant Grove
- **City/State/Zip:** Roseville, CA 95678
- **County:** Placer
- **Market Orientation:** Suburban
- **IRR Event ID:** 2187257

**Sale Information**

- **Sale Price:** $800,000
- **Effective Sale Price:** $800,000
- **Sale Date:** 08/21/2018
- **Recording Date:** 08/21/2018
- **Sale Status:** Closed
- **$/Acre(Gross):** $258,900
- **$/Land SF(Gross):** $5.94
- **Grantor/Seller:** VC Roseville, LLC
- **Grantee/Buyer:** Creekview, LLC
- **Property Rights:** Fee Simple
- **% of Interest Conveyed:** 100.00
- **Financing:** Cash to seller
- **Document Type:** Deed
- **Recording No.:** 2018-0060630

**Comments**

This comparable represents the sale of vacant commercial land within the city of Roseville. It was originally listed for $995,000 and was on the market for approximately 7 months. Reportedly, the buyer intends to construct approximately 25,000 square feet of retail including restaurant space and second story office. Additionally, the buyer plans to occupy a portion of the property. The site is adjacent to a proposed assisted living & memory care community.

**Improvement and Site Data**

- **MSA:** Sacramento--Roseville--Arden-Arcade, CA
- **Legal/Tax/Parcel ID:** 490-400-002
- **Acres(Gross):** 3.09
- **Land-SF(Gross):** 134,600
- **Zoning Code:** CC-WA-WR
- **Zoning Desc.:** Community Commercial/S. Area/West Roseville
- **Source of Land Info.:** Public Records

**Vacant Commercial Land**
Land Sale Profile

Location & Property Identification
Property Name: SWC Baseline Rd & Brady Ln
Sub-Property Type: Commercial
Address: Baseline Rd.
City/State/Zip: Roseville, CA 95747
County: Placer
Market Orientation: Suburban

IRR Event ID: 1888656

Sale Information
Sale Price: $1,250,000
Effective Sale Price: $1,250,000
Sale Date: 01/24/2018
Recording Date: 02/13/2018
Sale Status: Closed
$/Acre(Gross): $250,000
$/Land SF(Gross): $5.74
Grantor/Seller: Robert Alves & Zina Tru
Grantee/Buyer: Sundance Storage 2, LLC
Assemblage: No
Portfolio Sale: No
Assets Sold: Real estate only
Property Rights: Fee Simple
% of Interest Conveyed: 100.00
Financing: Cash to seller
Document Type: Deed
Recording No.: 9122

Sale Analysis
Sale Price Includes FF&E? No

Improvement and Site Data
Legal/Tax/Parcel ID: 473-010-032
Acres(Gross): 5.00
Land-SF(Gross): 217,800

Shape: Rectangular
Topography: Level
Corner Lot: No
Frontage Type: 2 way, 2 lanes each way
Traffic Control at Entry: None
Traffic Flow: Moderate
Accessibility Rating: Average
Visibility Rating: Good
Zoning Code: C1-UP-DC
Zoning Desc.: Neighborhood Commercial, Use Permit Required
Utilities: Electricity, Water Public, Sewer, Gas, Telephone, Fiber Optics
Source of Land Info.: Public Records

Comments
This comparable represents the sale of 5 acres along the south line of Baseline Road, west of Brady Lane in Roseville. Surrounding land uses include a self storage facility immediately east, a Bel Air anchored shopping center to the northeast, a religious facility and single family residential development to the north and vacant land/rural single family development to the west and south. The site was originally planned for a gas station and mini storage. They buyer plans to develop a 650-unit mini storage facility (about 88,000 - 90,000 net SF). The buyer will have to widen the roads on Brady & Baseline, so that will take away from the usable square feet of the site; thus, the utility is diminished.
**Location & Property Identification**

Property Name: 4470 Rocklin Road  
Sub-Property Type: Commercial  
Address: 4470 Rocklin Rd.  
City/State/Zip: Rocklin, CA 95677  
County: Placer  
Market Orientation: Small Town - Non Metro  
IRR Event ID: 1942825

**Sale Information**

Sale Price: $500,000  
Effective Sale Price: $500,000  
Sale Date: 09/28/2017  
Sale Status: Closed  
$/Acre(Gross): $510,204  
$/Land SF(Gross): $11.71  
Grantor/Seller: Boroski & Borowski Two LLC  
Grantee/Buyer: Heritage Inn Rocklin LLC  
Assemblage: No  
Portfolio Sale: No  
Assets Sold: Real estate only  
Property Rights: Fee Simple  
% of Interest Conveyed: 100.00  
Exposure Time: 20 (months)  
Financing: Cash to seller  
Document Type: Deed  
Recording No.: 075384  
Verification Type: Secondary Verification

**Comments**

The sale is of vacant land with freeway visibility from Interstate 80. The proposed use of the property was not disclosed, but the property is surrounded by two hotels and freestanding restaurants.

**Improvement and Site Data**

Legal/Tax/Parcel ID: 045-110-062  
Acres(Gross): 0.98  
Land-SF(Gross): 42,688  
Zoning Code: C-2  
Zoning Desc.: Retail Business  
Source of Land Info.: Public Records
**Land Sale Profile**

**Location & Property Identification**

Property Name: 4700 Grove St.
Sub-Property Type: Commercial
Address: 4700 Grove St.
City/State/Zip: Rocklin, CA 95677
County: Placer
Market Orientation: Suburban
IRR Event ID: 1894706

**Sale Information**

Sale Price: $295,000
Effective Sale Price: $295,000
Sale Date: 07/05/2017
Recording Date: 07/10/2017
Listing Price: $316,245
Sale Status: Closed
$/Acre(Gross): $241,052
$/Land SF(Gross): $5.53
$/Acre(Usable): $241,052
$/Land SF(Usable): $5.53
Grantor/Seller: Placer County Assn of Realtors
Grantee/Buyer: Bryan E. and Tammy R. Bullard
Property Rights: Fee Simple
Financing: Cash to seller
Document Type: Deed
Recording No.: 51226

**Comments**

Vacant parcel located adjacent to Placer County Association of Realtors event center, single-family residential development and a religious facility. We were unable to confirm the buyers plans for the property.

**Improvement and Site Data**

Legal/Tax/Parcel ID: 010-082-059
Acres(Usable/Gross): 1.22/1.22

4700 Grove St.
## Land Sale Profile

### Location & Property Identification

<table>
<thead>
<tr>
<th>Property Name:</th>
<th>5800 W Oaks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-Property Type:</td>
<td>Commercial</td>
</tr>
<tr>
<td>Address:</td>
<td>5800 W. Oaks Blvd.</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Rocklin, CA 95765</td>
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<tr>
<td>County:</td>
<td>Placer</td>
</tr>
<tr>
<td>Market Orientation:</td>
<td>Suburban</td>
</tr>
</tbody>
</table>

### IRR Event ID:

1865919

### Sale Information

| Sale Price:             | $1,600,000                            |
| Effective Sale Price:  | $1,600,000                            |
| Sale Date:              | 06/10/2016                            |
| Sale Status:            | Closed                                |
| $/Acre(Gross):          | $285,714                              |
| $/Land SF(Gross):       | $285,714                              |
| $/Acre(Usable):         | $6.56                                 |
| $/Land SF(Usable):      | $6.56                                 |
| Grantor/Seller:         | Stanford Ranch I LLC                 |
| Grantee/Buyer:          | Stanford Ranch Self Storage LLC      |
| Assemblage:             | No                                    |
| Portfolio Sale:         | No                                    |
| Assets Sold:            | Real estate only                      |
| Property Rights:        | Fee Simple                            |
| % of Interest Conveyed: | 100.00                                |
| Financing:              | Cash to seller                        |
| Document Type:          | Deed                                  |
| Recording No.:          | 2016-0044966                          |

### Source of Land Info.:

Public Records

### Comments

This comparable is proposed for the development of a 5 building self-storage facility including a two story office/caretaker unit (total of 119,850 square feet).

### Occupancy

| Occupancy at Time of Sale: | 0.00%                              |

### Improvement and Site Data

5800 W Oaks
## Land Sale Profile

**Sale No. 6**

### Location & Property Identification

<table>
<thead>
<tr>
<th>Property Name:</th>
<th>Vacant Commercial Land</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-Property Type:</td>
<td>Commercial, Retail</td>
</tr>
<tr>
<td>Address:</td>
<td>SWC of Blue Oaks Blvd. &amp; N. Hayden Pky</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Roseville, CA 95747</td>
</tr>
<tr>
<td>County:</td>
<td>Placer</td>
</tr>
<tr>
<td>Market Orientation:</td>
<td>Suburban</td>
</tr>
</tbody>
</table>

| IRR Event ID: | 2187285 |

### Sale Information

| Listing Price: | $1,847,000 |
| Effective Listing Price: | $1,847,000 |
| Listing Date: | 01/01/2019 |
| Sale Status: | Listing |
| $/Acre(Gross): | $348,491 |
| $/Land Sf(Gross): | $8.00 |
| Grantor/Seller: | ATC Realty One, LLC. |
| Assemblage: | No |
| Assets Sold: | Real estate only |
| Property Rights: | Fee Simple |

### Improvement and Site Data

| MSA: | Sacramento--Roseville--Arden--Arcade, CA |
| Legal/Parcel ID: | 492-012-003 |
| Acres(Gross): | 5.30 |
| Land-SF(Gross): | 230,868 |
| Zoning Code: | CC |
| Zoning Desc.: | Community Commercial |
| Source of Land Info.: | Public Records |

### Comments

This comparable represents a current listing of a commercially zoned parcel located at the southwest corner of Blue Oaks Blvd and N. Hayden Parkway within the Fiddyment Ranch community of West Roseville. This parcel represents one of only 11 parcels within the specific plan zoned Community Commercial and allows for a range of uses including a drug store and car wash. A 235 unit housing development is located directly across the street; immediately adjacent is a newly constructed 156-unit apartment community. An additional 3,000 residential units are planned for the last to the west of the site.

**Vacant Commercial Land**
MEMORANDUM
PLACER COUNTY CONSOLIDATED OVERSIGHT BOARD

TO: Honorable Consolidated Oversight Board
FROM: Dave Defanti, Successor Agency Officer Designee
By: Eric Findlay, Senior Project Manager
DATE: June 13, 2019
SUBJECT: Approval of two Brokerage Agreements / Mancuso Real Properties / Town Center South and Swiss Mart Properties, Kings Beach, CA

ACTION REQUESTED
Adopt a Resolution to approve two separate exclusive real estate brokerage services agreements with Mancuso Real Properties for the listing and marketing of the following Kings Beach properties:

1. Swiss Mart Property (APNS: 090-192-055 and 090-192-062);
2. Town Center South Property (APNS: 090-142-001, 090-142-002, 090-142-011, and 090-142-029)

BACKGROUND
Pursuant to Resolution No. 2012-015 adopted by the Placer County Board of Supervisors on January 24, 2012, upon dissolution of the Placer County Redevelopment Agency on February 1, 2012, the Placer County Successor Agency (Successor Agency) assumed the rights, obligations and interests of the Redevelopment Agency, including the disposition of the Swiss Mart and Town Center South properties in Kings Beach (see Properties Map).

The Placer County Successor Agency Oversight Board approved an amended Successor Agency Long-Range Property Management Plan (Plan) on February 26, 2014. The Plan was subsequently submitted to and approved by the California Department of Finance (DOF) on May 19, 2014. The primary purpose of the Plan is to “address the disposition and use of real properties of the former Redevelopment Agency consistent with the redevelopment and community plans; including mixed use of commercial projects, catalyzing urban renewal proximate to transportation, and the reduction of blight”.

In 2016, the Successor Agency and Placer County attempted to dispose of these two properties by offerings through Placer County Procurement Services. Swiss Mart, 0.3-acre vacant land comprised of two parcels, was offered for sale at a minimum bid price of $540,000 (based on 90% of $600,000 appraised value). No bids were received for Swiss Mart. Later in September 2016, an unsolicited offer for $400,000 was received for Swiss Mart, but negotiations were terminated after the potential buyer withdrew the offer.

Town Center South, 0.9-acre vacant land comprised of four parcels, was offered through a Request for Information (RFI) process. The RFI sought developers/buyers with interest in acquiring and developing this site in a manner consistent with the community vision and the area plan. Two responses were received for Town Center South. Negotiations with the selected developer for Town Center South were pursued, but eventually terminated due to lack of progress on the part of the potential developer.

During the 2016 release and marketing of the two properties, the offerings were listed on a commercial property website, advertised in local and national papers, including The Wall Street Journal, posted on Placer County’s website, and advertised with postings on the properties. After the close of the procurement process, these properties remained available and postings continued on the websites and
advertising remained on the properties until the end of 2017. No interested parties or buyers have been identified for the two properties.

RECOMMENDED DISPOSITION PROCESSES
Successor Agency and County staff recommend proceeding with the disposition of the two properties in Kings Beach through two separate Exclusive Real Estate Brokerage Services Agreements (Brokerage Agreements). To maximize exposure of the properties to qualified buyers, Brokerage Agreements with Mancuso Real Properties will provide exposure for the properties, thereby helping to ensure the highest returns. Mancuso Real Properties is a local brokerage firm based in Truckee, with extensive experience in managing and listing commercial properties in the North Lake Tahoe area. Each agreement will provide for a real estate commission to the broker based on 6% of the agreed upon sales price. The broker would agree to cooperate with any and all brokers representing qualified buyers, and would further agree to split 50/50 the real estate commission due. Additionally, the ultimate commission paid shall be deducted from the purchase price upon, and only in the event of, a close of escrow. Based on recommendations from the broker, the following listing prices are suggested for the two properties:

1. Swiss Mart suggested listing price - $279,000
2. Town Center South suggested listing price - $875,000

The two Brokerage Agreements were approved by the Placer County Successor Agency Board on May 28, 2019. To proceed with the execution of the agreements and the listing for sale of the two properties, your Board’s adoption of a Resolution approving of the two Brokerage Agreements is necessary.

Prior to selling either of the properties, purchase and sale agreements, with the terms of the proposed sale and proposed sale price, will be presented for your Board’s consideration as well at the Successor Agency Board’s consideration.

ENVIRONMENTAL IMPACT
Your Board’s action to approve the Brokerage Agreements and other authorizations provided for herein (collectively, the Action) are each exempt from CEQA review on multiple independent bases:

- The Action is not a project as defined in California Public Resources Code Section 21065 and/or California Environmental Quality Act (CEQA) Guidelines Section 15378(a) and therefore is not subject to CEQA. CEQA applies only to the approval of a project, and the Action does not constitute approval of a project. The authorization, execution and implementation of the Agreement will not cause any physical change to the environment, directly or indirectly, beyond those activities that are already authorized to occur at the site. Any potential development and/or improvements would be subject to full environmental review pursuant to applicable environmental laws.

- If the Action is determined to be a project, the Action is exempt from CEQA as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)). For the reasons stated above, authorization to enter into the Broker Agreements will not result in any adverse change to the environment, and thus no significant impacts will occur by virtue of the Broker Agreements. The Broker Agreements do not create any new entitlements or project approvals.
The Action is exempt from review pursuant to Section 15301 of the CEQA Guidelines. This section provides for activities, including ongoing use of existing facilities, where there is no expansion of use beyond that previously existing.

The Action is exempt from CEQA because it does not constitute a project approval under CEQA Guidelines Section 15352(a). Approval of the Brokerage Agreements and related authorizations does not commit the County of Placer as a potential project approver to a definite course of action. The Placer County Consolidation Oversight Board is not approving any land use entitlements to allow a buyer to construct and operate the proposed project.

Each of these facts is a separate and independent basis for the Placer County Consolidated Oversight Board’s determination that the Placer County Consolidation Oversight Board’s Action is exempt from CEQA and does not require further CEQA review.

FISCAL IMPACT
The actions associated with this item have no adverse fiscal impact to Successor Agency funds or the County General Fund. Funding for staff time associated with the disposition of the two Successor Agency properties is included in the Recognized Obligation Payment Schedule (ROPS) 18/19B period.

Broker Commissions to be paid will be paid from the proceeds of the property sales. The net proceeds from the future sale of the two properties will be distributed to the affected taxing entities, in proportion to each entity’s share of the tax base, as required by the Long Range Property Management Plan approved by the California Department of Finance.

ATTACHMENT
Properties Map

On file with Placer County Executive Office:
- Exclusive Real Estate Brokerage Services Agreement Swiss Mart Property
- Exclusive Real Estate Brokerage Services Agreement Town Center South Property
In the matter of:

A Resolution to approve two separate exclusive real estate brokerage services agreements with Mancuso Real Properties for the listing and marketing of the following Kings Beach properties:

1. Swiss Mart Property (APNS: 090-192-055-000 and 090-192-062-000);

2. Town Center South Property (APNS: 090-142-001-000, 090-142-002-000, 090-142-011-000, and 090-142-029-000)

WHEREAS, Pursuant to Resolution No. 2012-015 adopted by the Placer County Board of Supervisors on January 24, 2012, upon dissolution of the Placer County Redevelopment Agency on February 1, 2012, the Placer County Successor Agency (Successor Agency) assumed the rights, obligations and interests of the Redevelopment Agency, including the disposition of the Swiss Mart and Town Center South properties in Kings Beach, California.

WHEREAS, The Placer County Successor Agency Oversight Board approved an amended Successor Agency Long-Range Property Management Plan (Plan) on February 26, 2014. The
Plan was subsequently submitted to and approved by the California Department of Finance (DOF) on May 19, 2014. The primary purpose of the Plan is to "address the disposition and use of real properties of the former Redevelopment Agency consistent with the redevelopment and community plans; including mixed use of commercial projects, catalyzing urban renewal proximate to transportation, and the reduction of blight".

WHEREAS, the Successor Agency is the owner of the Swiss Mart Property consisting of two vacant parcels totaling .3± acres located at 8797 North Lake Boulevard in Kings Beach California (Placer County Assessor Parcel Nos. 090-192-055, 090-192-062); and Town Center South consisting of four vacant parcels totaling .90+ at 8716 and 8720 North Lake Boulevard and 8717 and 8723 Brockway Vista Avenue, Kings Beach, California (Placer County Assessor Parcel Nos. 090-142-001, 090-142-002, 090-142-011, 090-142-029); and

WHEREAS, Successor Agency desires to list the properties for sale with Mancuso Real Properties; and

WHEREAS, on May 28, 2019, the Placer County Successor Agency Board authorized the Successor Agency Officer, or designee, to execute the Brokerage Agreements, and to take all necessary actions to list these properties for sale, subject to approval by the Placer County Consolidated Oversight Board.

NOW, THEREFORE, BE IT RESOLVED, by the Placer County Consolidated Oversight Board, that the Brokerage Agreements with Mancuso Real Properties, for both the Swiss Mart and Town Center South Properties are approved.