



WARD LEVY

APPRAISAL GROUP INC

APPRAISAL OF:

Montgomery High School Parking and Driveway
1250 Hahman Drive et al
Santa Rosa, CA 95405



122 Calistoga Road, #364
Santa Rosa, CA 95409
(707) 575-7778
info@wardlevy.com

September 16, 2024

Celeste Carranza
City of Santa Rosa
100 Santa Rosa Avenue, Room 6
Santa Rosa, CA 95404

RE: Montgomery High School Parking and Driveway
Proposed Permanent and Temporary Easements
A 40.67 Gross Acre R-1-6 Zoned Site
1250 Hahman Drive et al
Santa Rosa, CA 95405

Dear Ms. Carranza:

In accordance with our contract, I have performed an appraisal report of the fair market value of the property rights to be acquired from the above referenced parcel as requested for the City of Santa Rosa Rock Creek and Matanzas Way Sewer and Water Replacement Project. The proposed acquisitions include two permanent easements and two temporary construction easements. The total estimate of just compensation is shown in the summary table below:

| | |
|--|------------------|
| Permanent Easement Acquisitions | \$179,258 |
| Temporary Construction Easement | \$10,899 |
| Site Improvements | \$0 |
| Damages | \$0 |
| Benefits | Not Studied |
| Total Estimate of Just Compensation | \$190,157 |
| Rounded To | \$190,000 |

This letter and related exhibits must remain attached to the report in order for the value opinions set forth to be considered valid. The Appraisal Report that follows is prepared in conformance with the Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2(a). The appraisal report that follows sets forth the scope of the assignment, identification of the property, pertinent facts about the area and the subject property, comparable data, the results of the research and analyses and the reasoning leading to the conclusions set forth.

The property owner was sent a Notice of Decision to Appraise letter on June 19, 2024. The property owner accompanied the appraiser during the initial site visit.

The value opinions are subject to the Statement of Assumptions and Limiting Conditions and Certifications set forth in this report, as well as the following Extraordinary Assumptions and Hypothetical Conditions:

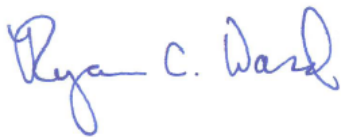
Extraordinary Assumptions:

- No Preliminary Title Report was provided for the four additional parcels (014-251-004, -005, -006 & -012) that make up the subject's larger parcel. The value opinions set forth in this appraisal report are subject to and conditioned upon the absence of any easements or encumbrances that would materially affect the subject's market value. The use of this extraordinary assumption may have affected assignment results.

Hypothetical Conditions:

- The value in the before condition is premised upon the hypothetical condition that the project and steps leading up to the project (project impacts) do not exist. The use of this hypothetical condition may have affected assignment results.
- The value in the after condition is premised upon the hypothetical condition that the water main replacement (the project) has taken place. The use of this hypothetical condition may have affected assignment results.

Respectfully submitted,



Ryan C. Ward, MAI
California Certified General Appraiser
BREA License Number AG026338
Expiration: December 22, 2024

TABLE OF CONTENTS

| | |
|---|----|
| SUBJECT PROPERTY PHOTOGRAPHS..... | 1 |
| SUMMARY OF SALIENT FACTS AND ESTIMATE OF JUST COMPENSATION..... | 2 |
| SCOPE OF WORK..... | 5 |
| CERTIFICATION OF RYAN C. WARD, MAI | 8 |
| STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS | 10 |
| PROPERTY DESCRIPTION..... | 14 |
| LAND VALUATION | 26 |
| QUALIFICATIONS OF RYAN C. WARD, MAI..... | 39 |

ADDENDA

Preliminary Title Report
Project Description
Map and Legal Descriptions of Proposed Acquisitions
Notice of Decision to Appraise

SUBJECT PROPERTY PHOTOGRAPHS



Principal Improvements



View of Permanent Easement Area 1 and TCE 1



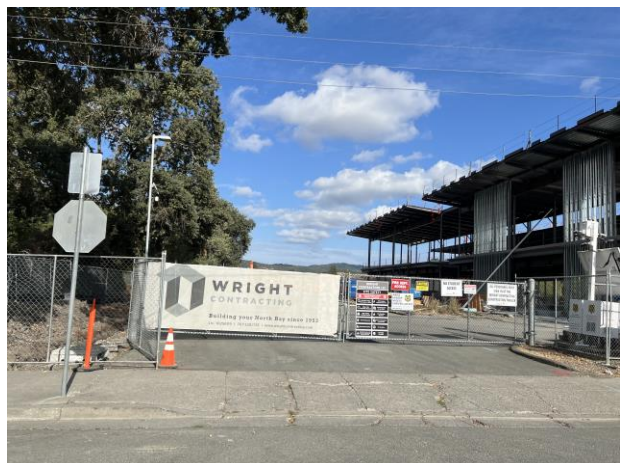
Permanent Easement 2 and TCE Area 2



Permanent Easement 2 and TCE Area 2



Permanent Easement 2 and TCE Area 2



View of Permanent Easement 2 & TCE Area 2
from Hahman Drive

SUMMARY OF SALIENT FACTS AND ESTIMATE OF JUST COMPENSATION

| | |
|--|------------------|
| Permanent Easement Acquisitions | \$179,258 |
| Temporary Construction Easement | \$10,899 |
| Site Improvements | \$0 |
| Damages | \$0 |
| Benefits | Not Studied |
| Total Estimate of Just Compensation | \$190,157 |
| Rounded To | \$190,000 |

| | |
|---|--|
| Date of Valuation: | August 23, 2024 (Date of Property Inspection) |
| Report Date: | September 16, 2024 |
| Property Address: | 1250 Hahman Drive et al Santa Rosa, CA 95405 |
| Assessor's Parcel Numbers: | 014-010-001, 014-251-004, -005, -006, -010 & -012 |
| Owner: | City of Santa Rosa High School District. |
| Owner's Address: | 1250 Hahman Drive et al Santa Rosa, CA 95405 |
| Last Market Sale: | N/A |
| Principal Improvements: | The larger subject parcel is improved with several structures and site improvements that are part of the Montgomery High School campus. This includes classrooms, gymnasiums, playing fields, parking lots and interior access roads. Based on an exterior inspection the overall quality and condition of these buildings is considered to be average. However, the improvements will not be impacted by the proposed acquisition and are not considered to be material to the valuation. |
| Site Area: | 40.67 Gross Acres / 1,771,585 Square Feet |
| General Plan Land Use Designation: | Public/Institutional |
| Zoning: | R-1-6 (Low Density Residential) |

Flood Hazard Area: Flood Zone X, which is not classified as a special flood hazard area.

FEMA Map Number: 0603810733E

FEMA Map Date: December 2, 2008

Earthquake Area: The subject site is not located in an Alquist Priolo Special Studies Zone.

Highest and Best Use:

As Vacant:

The highest and best use of the subject site as if vacant is considered to be development with either single-family residential or a public use.

As Improved:

The highest and best use of the subject property as improved is continued use as a school.

Extraordinary Assumptions:

No Preliminary Title Report was provided for the four additional parcels (014-251-004, -005, -006 & -012) that make up the subject's larger parcel. The value opinions set forth in this appraisal report are subject to and conditioned upon the absence of any easements or encumbrances that would materially affect the subject's market value. The use of this extraordinary assumption may have affected assignment results.

Hypothetical Conditions:

The value in the before condition is premised upon the hypothetical condition that the project and steps leading up to the project (project impacts) do not exist. The use of this hypothetical condition may have affected assignment results.

The value in the after condition is premised upon the hypothetical condition that the water main replacement (the project) has taken place. The use of this hypothetical condition may have affected assignment results.

Proposed Acquisitions

The City of Santa Rosa seeks to acquire these easements to replace the waterline in the subject parking and driveway areas. A complete project description is contained within the Addenda. The City of Santa Rosa needs to acquire several easements in order to facilitate the construction of the project. The proposed acquisitions are described in brief below and in more detail in the Property Description section later in this report.

| Acquisition | Area (SF) |
|--|-----------|
| Permanent Easement 1 | 3,026 |
| Permanent Easement 2 | 23,581 |
| Temporary Construction Easement - Area 1 | 4,659 |
| Temporary Construction Easement - Area 2 | 34,788 |

Identification of the Property

The subject is comprised by the larger parcel bounded by Spring Creek on the north, Franquette Avenue on the east, the proposed Southeast Greenway on the southeast, Hoen Avenue on the southwest side and Hahman Drive on the west in the southeast area of the City of Santa Rosa, California. The property also has 12 feet of street frontage on Salem Avenue, 50 feet of frontage on Clement Avenue to the east and an additional 50 feet of frontage on Clement Avenue to the west, where Clement Avenue dead ends. The subject is referred to as Sonoma County Assessor's Parcel Numbers 014-010-001, 014-251-004, -005, -006, -010 & -012 and is commonly known as 1250 Hahman Drive et al, Santa Rosa, Sonoma County, CA 95405.

Ownership and Recent History of Subject Property

The subject ownership is vested in City of Santa Rosa High School District. Ward Levy Appraisal Group, Inc. is unaware of any transfers, offers, options or agreements to purchase pending on the subject property within the last three years.

Date of Inspection, Valuation and Report Date

The date of inspection and valuation is August 23, 2024. The report date is September 16, 2024.

Legal Description

The larger subject parcel has been identified partially by its legal description and partially by the Assessor's parcel map. A copy of the legal description is contained within the Preliminary Title Report found in the Addenda for parcel 014-251-010 and 014-010-001. The other four parcels are only included because they are part of the larger parcel and are identified based on the Assessor's parcel map. There are no proposed acquisitions on these other parcels and a legal description or title report is not necessary.

Real Property Tax and Assessment Data

The subject property is identified by the Sonoma County Tax Collector as Assessor's Parcel Numbers 014-010-001, 014-251-004, -005, -006, -010 & -012 with a 2023/24 tax rate of 1.1485% of assessed value. However, the parcels are not assessed for ad valorem purposes since they are owned by a public entity.

SCOPE OF WORK

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

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

Scope of Work

| | |
|----------------------------------|---|
| Client: | City of Santa Rosa |
| Intended Use: | To assist the City of Santa Rosa in providing a basis for determining just compensation to be offered and payable to the property owner for the proposed acquisitions, and no other use is permitted. |
| Intended User: | The City of Santa Rosa, and no other user may rely on our report unless specifically indicated in the report. |
| Purpose of the Appraisal: | The purpose of this appraisal is to estimate the fair market value of the subject property. |
| Definition of Value: | <p>The definition of fair market value used in this appraisal is from the California Code of Civil Procedure, Section 1263.320.</p> <p>“(a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell, but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy, but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.</p> <p>(b) The fair market value of the property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that</p> |

is just and equitable.”

Report Type: This is an Appraisal Report as defined by Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2(a). This format provides a summary of the appraisal process, subject and market data and valuation analyses.

Property Identification: The larger subject parcel has been identified partially by its legal description and partially by the Assessor's parcel map. A copy of the legal description is contained within the Preliminary Title Report found in the Addenda for parcel 014-251-010 and 014-010-001. The other four parcels are only included because they are part of the larger parcel and are identified based on the Assessor's parcel map. There are no proposed acquisitions on these other parcels and a legal description or title report is not necessary.

Inspection: An inspection of the subject site has been made, and photographs taken.

Information Sources: Obtaining the site size from the Assessor's records, researching local area use trends and construction activity from public agencies and local market participants, determining probable marketing and exposure time based on recent sales and interviews with local real estate professionals, conducting telephone and personal interviews with persons considered knowledgeable regarding the subject property and general market conditions, verifying the comparable market data with at least one party to the transactions.

Market Area and Analysis of Market Conditions: A complete analysis of market conditions has been made. The appraiser maintains and has access to comprehensive databases for this market area and has reviewed the market for sales and listings relevant to this analysis.

Highest and Best Use Analysis: A complete as vacant and as improved highest and best use analysis for the subject has been made. Legally permissible, physically possible and financially feasible uses were considered, and the maximally productive use was concluded.

Interest Appraised: Easements

Valuation Analyses

Cost Approach:

A cost approach was not applied as there are no improvements to analyze within the area to be acquired nor any impacts to the improvements that do exist. This makes the Cost Approach unnecessary.

Sales Comparison Approach:

A sales approach was applied as market participants consider similar type properties when determining the subject's market value and thus the Sales Comparison Approach is utilized in the analysis.

Income Approach:

An income approach was not applied as the acquisition is for land only and the improvements will not be impacted by the acquisition. Therefore, the Income Approach is not necessary.

Hypothetical Conditions:

The value in the before condition is premised upon the hypothetical condition that the project and steps leading up to the project (project impacts) do not exist. The use of this hypothetical condition may have affected assignment results.

The value in the after condition is premised upon the hypothetical condition that the water main replacement (the project) has taken place. The use of this hypothetical condition may have affected assignment results.

Extraordinary Assumptions:

No Preliminary Title Report was provided for the four additional parcels (014-251-004, -005, -006 & -012) that make up the subject's larger parcel. The value opinions set forth in this appraisal report are subject to and conditioned upon the absence of any easements or encumbrances that would materially affect the subject's market value. The use of this extraordinary assumption may have affected assignment results.

Information Not Available:

None

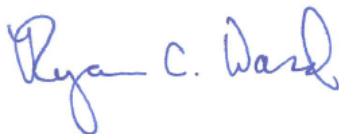
CERTIFICATION OF RYAN C. WARD, MAI

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

1. That I have personally inspected the property herein appraised and that the property owner has been afforded an opportunity to be present at the time of the inspection. A personal field inspection of the comparable sales relied upon in making the appraisal has also been made, and each sale relied upon was confirmed with either the buyer, seller, or selling broker, unless otherwise noted.
2. That to the best of our knowledge and belief, the statements contained in the appraisal are true, and the information upon which the opinions expressed therein are based is correct, subject to limiting conditions and assumptions set forth in the appraisal.
3. That we understand that the appraisal is made for the following purpose: to provide the City of Santa Rosa with a fair market value appraisal and a written statement and summary of the basis for the appraisal in connection with the City of Santa Rosa Rock Creek and Matanzas Way Sewer and Water Replacement Project.
4. That the appraisal has been made in conformity with the appropriate state laws, Title VI of the 1964 Civil Rights Act, regulations, policies and procedures applicable to the appraisal of right of way for such purposes; and that to the best of our knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of California.
5. I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.
6. I 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.
7. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
8. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, a requested minimum valuation, a specific valuation, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
9. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional 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. My engagement in this appraisal assignment was not contingent upon developing or reporting predetermined results.
12. No one provided significant professional assistance to the person signing this report.
13. To the best of my knowledge and belief, this appraisal report conforms to the current Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP).
14. I meet all of the requirements of the Competency Provision of the current Uniform Standards of Professional Appraisal Practice (USPAP).
15. As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
16. I have not performed or provided any services regarding this property in the three years prior to accepting this assignment.
17. That my opinion of the total fair market value of the proposed acquisitions included in this report, and made a part hereof by reference, as of August 23, 2024, is as follows and that the conclusions of value were derived without collusion, coercion or direction as to value:

| Property Address / APN | Estimate of Just Compensation |
|--|-------------------------------|
| 1250 Hahman Drive et al Santa Rosa, CA 95405 APN: 014-010-001, 014-251-004, -005, -006, -010 & -012 | \$190,000 |



Ryan C. Ward, MAI
California Certified General Appraiser
BREA License Number AG026338
Expiration: December 22, 2024

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is for no purpose other than property valuation, and the appraisers are neither qualified to nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analyses contained in this appraisal. Before making any decision based on the information and analyses contained in this report, it is critically important to read this entire section to understand these limitations. Please note that all of the following assumptions and limiting conditions are considered to be effective *unless otherwise noted within this report*.

1. *Appraisal is not a Survey:* It is assumed that the utilization of the land and improvements is within the boundaries of the property lines of the property described and that there is no encroachment or trespass unless noted within the report.
2. No survey of the property has been made by the appraisers and no responsibility is assumed in connection with such matters. Any maps, plats or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships. The reliability of the information contained on any such map or drawing is assumed by the appraisers and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern on boundaries, setbacks, encroachments or other survey matters.
3. *Appraisal is not a Legal Opinion:* No responsibility is assumed for legal matters that affect title to the property nor is an opinion of title rendered. The title is assumed to be good and marketable. The value estimate is given without regard to any questions of title, boundaries, encumbrances or encroachments. We are not usually provided a complete title report of the property being appraised and, in any event, we neither made a detailed examination of it nor do we give any legal opinion concerning it.
4. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. A comprehensive examination of laws and regulations affecting the subject property was not performed for this appraisal.
5. It is assumed that all applicable zoning and land use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. Information and analyses shown in this report concerning these items are based only on a preliminary investigation. Any significant question should be addressed to local zoning or land use officials and/or an attorney.
6. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based. Appropriate government officials and/or an attorney should be consulted if an interested party has any questions or concerns on these items, inasmuch as we have not made a comprehensive examination of laws and regulations affecting the subject property.

7. *Appraisal is not an Engineering or Property Inspection Report:* This appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed physical report. The appraisers are not construction, engineering, environmental or legal experts, and any statement given on these matters in this report should be considered preliminary in nature.
8. If the subject property is improved with structures, the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service and all mechanical and construction are based on casual inspection only and no detailed inspection was made. The structures were not checked for building code violations, and it is assumed that all buildings meet applicable building codes unless so stated in the report.
9. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil or structures that would render it more or less valuable. No responsibility is assumed for such conditions, nor for the engineering that may be required to discover such factors. Since no engineering or percolation tests were made, no liability is assumed for soil conditions. Sub-surface rights (mineral and oil) were not considered in making this appraisal.
10. We are not environmental experts, and we do not have the expertise necessary to determine the existence of environmental hazards such as the presence of urea-formaldehyde foam insulation, toxic waste, asbestos or hazardous building materials, or any other environmental hazards on the subject or surrounding properties. If we know of any problems of this nature which we believe would create a significant problem, they are disclosed in the report. Nondisclosure should not be taken as an indication that such a problem does not exist, however. An expert in the field should be consulted if any interested party has questions on environmental factors.
11. No chemical or scientific tests were performed by the appraisers on the subject property, and it is assumed that the air, water, ground and general environment associated with the property present no physical or health hazard of any kind unless otherwise noted in the report. It is further assumed that the property does not contain any type of dump site and that there are no underground tanks (or any underground source) leaking toxic or hazardous chemicals into the groundwater or the environment unless otherwise noted in the report.
12. Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any condition or other comments given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is made as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, flooring, heating system, air conditioning system, plumbing, electrical service, insulation or any other components of buildings or structures that are located on

the land. If any interested party is concerned about the existence, condition or adequacy of any particular item, we would strongly suggest that a construction expert be hired for a detailed investigation.

13. *Appraisal is Made Under Conditions of Uncertainty with Limited Data:* As can be seen from the limitations presented above, this appraisal has been performed with a limited amount of data. Data limitations result from a lack of certain areas of expertise by the appraisers (that go beyond the scope of the ordinary knowledge of an appraiser), the inability of the appraisers to view certain portions of the property and the inherent limitations of relying upon information provided by others. We have spent our time and effort in the investigative stage of this appraisal in those areas where we think it will do the most good, but inevitably there is a significant possibility that we do not possess all information relevant to the subject property.
14. Information provided by local sources, such as government agencies, financial institutions, accountants, attorneys and others is assumed to be true, correct and reliable. No responsibility for the accuracy of such information is assumed by the appraisers.
15. The comparable sales data relied upon in the appraisal is believed to be from reliable sources. Though all of the comparable sales were examined, it was not possible to inspect them all in detail. The value conclusions are subject to the accuracy of said data.
16. Engineering analyses of the subject property were neither provided for use nor made as a part of this appraisal contract. Any representation as to the suitability of the property for uses suggested in this analysis is therefore based only on a preliminary investigation by the appraisers and the value conclusions are subject to said limitations.
17. All values shown in the appraisal report are projections based on our analyses as of the date of the appraisal. These values may not be valid in other time periods or as conditions change. We take no responsibility for events, conditions or circumstances affecting the property's market value that take place subsequent to either the date of value contained in this report or the date of our field inspection, whichever occurs first.
18. Since projected mathematical models and other projections are based on estimates and assumptions which are inherently subject to uncertainty and variation depending upon evolving events, we do not represent them as results that will actually be achieved.
19. This appraisal is an estimate of value based on an analyses of information known to us at the time the appraisal was made. We do not assume any responsibility for incorrect analyses because of erroneous or incomplete information. If new information of significance comes to light, the value estimates are subject to change without notice.
20. Opinions and estimates expressed herein represent our best judgment, but should not be construed as advice or a recommendation to act. Any actions taken by you, the client, or any others should be based on your own judgment, and the decision process should consider many factors in addition to the value estimates and information given in this report.

21. Appraisal reports are technical documents addressed to the specific technical needs of clients. Casual readers should understand that this report does not contain all of the information we have concerning the subject property or the real estate market.
22. This appraisal was prepared at the request of and for the exclusive use of the client to whom the appraisal is addressed. No third party shall have any right to use or rely upon this appraisal for any purpose.
23. There are no requirements, by reason of this appraisal, to give testimony or appear in court or any pretrial conference or appearance required by subpoena with reference to the property in question, unless agreed to previously by the appraiser, sufficient notice is given to allow adequate preparation and additional fees are paid by the client at our regular rates for such appearances and the preparation necessitated thereby.
24. This report is made for the information and/or guidance of the client, and possession of this report, or a copy thereof, does not carry with it a right of publication. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the written consent and approval of the appraisers. Nor shall the appraisers, firm or professional organization of which the appraisers are members be identified without the written consent of Ward Levy Appraisal Group, Inc.
25. It is suggested that those who possess this appraisal report should not give copies to others. Legal advice should be obtained on potential liability issues before this is done. Anyone who gives out an incomplete or altered copy of the appraisal report (including all attachments), does so at his/her own risk and assumes complete liability for any harm caused by giving out an incomplete or altered copy. Neither the appraisers nor Ward Levy Appraisal Group, Inc. assumes any liability for harm caused by reliance upon an incomplete or altered copy of the appraisal report given out by others.
26. Values and conclusions for various components of the subject property as contained within this report are valid only when making a summation; they are not to be used independently for any purpose and must be considered invalid if so used.
27. The Americans with Disabilities Act became effective January 26, 1992. Ward Levy Appraisal Group, Inc. has not made a specific compliance survey and analysis of the subject property to determine whether or not any improvements which are located on the land conform with the detailed requirements of the Act. It is possible that a compliance survey of the property could reveal that some or all of the improvements are not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible non-compliance with the requirements of the Act in estimating the value of the property.

PROPERTY DESCRIPTION

The property description includes a discussion of the larger subject parcel and the proposed acquisition. There are three criteria, or tests, for determining the larger parcel. These are: unity of ownership; contiguity; and unity of use. The acquisitions are proposed on only parcels 0134-010-001 and 014-251-010. However, the parcels are owned by the Santa Rosa High School District, which owns not only these two parcels proposed for acquisition, but the four adjacent parcels to the east. These six parcels make up the entirety of Montgomery High School and all function together with office, administrative, classroom, playing fields and parking uses. These additional parcels pass the test to be included as part of the larger parcel. Therefore, the three parcels together comprise the larger parcel and total 40.67 acres. The larger parcel is summarized in the table below and then described in the narrative that follows.

Site Summary Table

| APN | Gross Acres | Gross Land SF | Usable Acres | Usable Land SF |
|---------------|--------------|------------------|--------------|------------------|
| 014-010-001 | 10.00 | 435,600 | 10.00 | 435,600 |
| 014-251-010 | 23.70 | 1,032,372 | 23.70 | 1,032,372 |
| 014-251-004 | 0.95 | 41,382 | 0.95 | 41,382 |
| 014-251-005 | 2.00 | 87,120 | 2.00 | 87,120 |
| 014-251-006 | 1.00 | 43,560 | 1.00 | 43,560 |
| 014-251-012 | 3.02 | 131,551 | 3.02 | 131,551 |
| Totals | 40.67 | 1,771,585 | 40.67 | 1,771,585 |

Larger Parcel Description

Address: 1250 Hahman Drive et al
Santa Rosa, CA 95405

Location: The subject is comprised by the larger parcel bounded by Spring Creek on the north, Franquette Avenue on the east, the proposed Southeast Greenway on the southeast, Hoen Avenue on the southwest side and Hahman Drive on the west in the southeast area of the City of Santa Rosa, California. The property also has 12 feet of street frontage on Salem Avenue, 50 feet of frontage on Clement Avenue to the east and an additional 50 feet of frontage on Clement Avenue to the west, where Clement Avenue dead ends.

Assessor's Parcel Numbers: 014-010-001, 014-251-004, -005, -006, -010 & -012

Census Tract: 1517.01

Shape: The site is irregularly shaped. See Assessor's parcel map.

Frontage: Hahman Drive: 1,096 feet

Hoen Avenue: 736 feet
Franquette Avenue: 1,140 feet

Access: The subject is accessed from Hoen, Hahman or Franquette Avenues.

Site Visibility: Average

Size: 40.67 gross & usable acres / 1,771,585 square feet

Topography: The subject has a level topography and is at street grade.

General Plan Land Use Designation: Public/Institutional

Zoning: R-1-6 (Low Density Residential)

Flood Hazard Area: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a special flood hazard area.

FEMA Map Number: 0603810733E
FEMA Map Date: December 2, 2008

Earthquake Hazard Area: The subject site is not located in an Alquist Priolo Special Studies Zone.

Public Utilities:
Electricity: PG&E
Natural Gas: PG&E
Water: City water
Sewer: City sewer

Off-Site Improvements:
Curbs and Gutters: Yes
Sidewalks: Yes
Streetlights: Yes

Improvements:

The larger subject parcel is improved with several structures and site improvements that are part of the Montgomery High School campus. This includes classrooms, gymnasiums, playing fields, parking lots and interior access roads. Based on an exterior inspection the overall quality and condition of these buildings is considered to be average. However, the improvements will not be impacted by the proposed acquisition and are not considered to be material to the valuation.

Soil Conditions:

The appraiser is not qualified as a soils expert and does not possess the skills to determine if the site is contaminated in any manner which might have a negative impact on the overall value of the subject property. The reader of this report is advised to determine the development potential of the site and ensure that no soil contamination exists prior to making any financial commitments on the subject property. This appraisal assumes that the site can be improved to its highest and best use, and that no contamination exists which would negatively impact the subject property.

Biotic Resources:

The appraiser is unaware of any identified biotic resources or wetlands on the subject site, but is not a qualified biologist and does not possess the skills necessary to determine if the site is impacted in any manner which might have a negative effect on the overall value of the subject property. The reader of this report should satisfy himself/herself as to the accuracy of these assumptions before any loan commitments are made.

Environmental Issues:

There are no known adverse environmental conditions on the subject site. Please reference Limiting Conditions and Assumptions.

Encroachments:

Physical inspection of the site indicated no observable encroachments.

Exceptions to Title / CC&R's:

The Preliminary Title Report provided by the client was reviewed and no exceptions to title that would materially impact market value were found. However, this title report is applicable only to parcel 014-010-001 and 014-251-010 where the acquisitions are proposed.

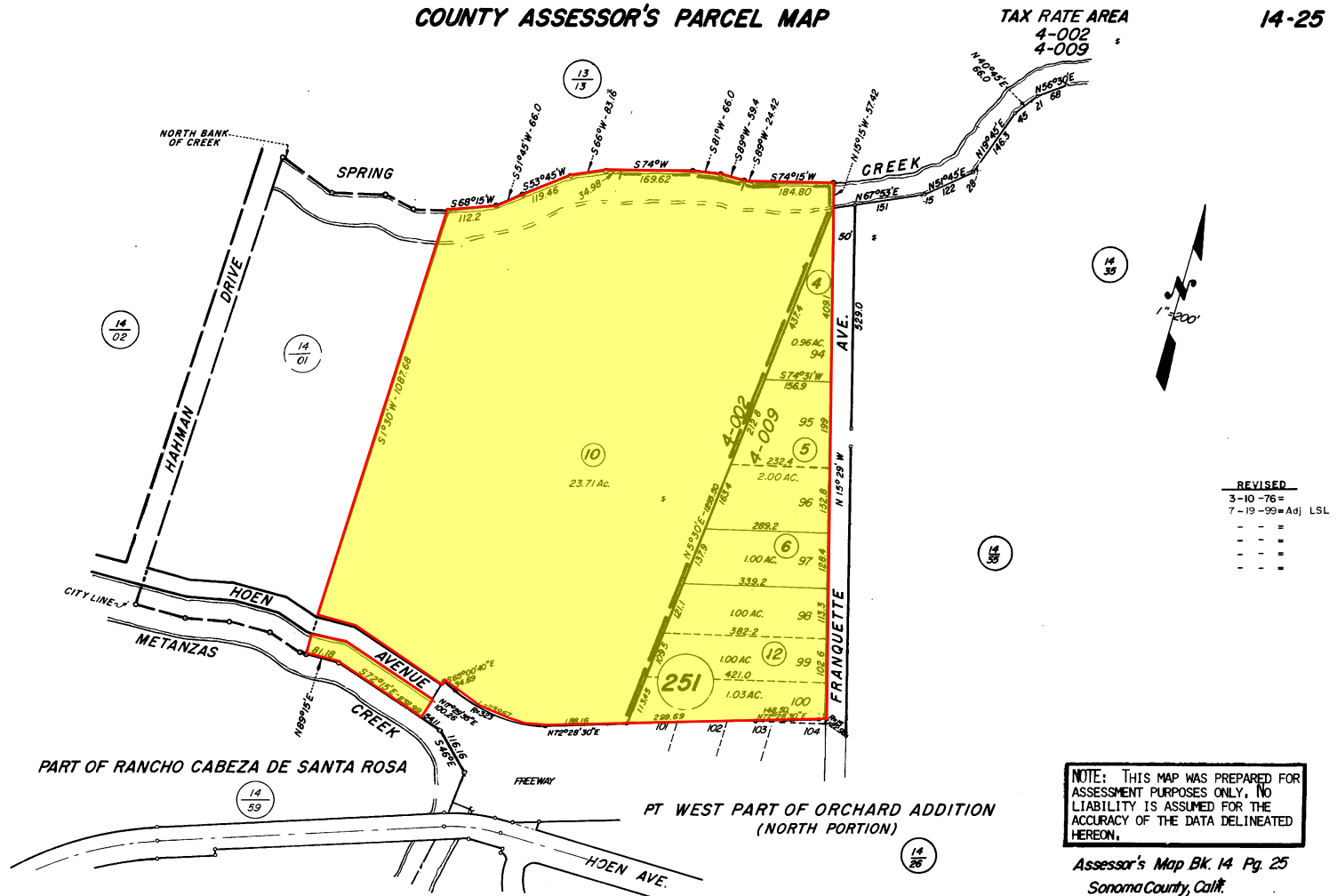
It is assumed that there are no other easements or encumbrances on the other four parcels that make up the subject's larger parcel.

Copies of the Aerial View, Assessor's Parcel Maps and Flood Maps are contained on the following pages.

Aerial View



Assessor's Parcel Map (014-251-004, -005, -006, -010 & -012)



Flood Map

National Flood Hazard Layer FIRMette



122°41'24"W 38°26'38"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

| | |
|------------------------------------|---|
| SPECIAL FLOOD HAZARD AREAS | <ul style="list-style-type: none"> Without Base Flood Elevation (BFE) Zone A, V, A99 With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD | <ul style="list-style-type: none"> 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D |
| OTHER AREAS | <ul style="list-style-type: none"> NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone I |
| GENERAL STRUCTURES | <ul style="list-style-type: none"> Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall |
| OTHER FEATURES | <ul style="list-style-type: none"> Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature |
| MAP PANELS | <ul style="list-style-type: none"> Digital Data Available No Digital Data Available Unmapped <p>The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.</p> |

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/23/2024 at 12:41 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Proposed Acquisitions

The areas proposed for acquisition are summarized in the table below.

| Acquisition | Area (SF) |
|--|-----------|
| Permanent Easement 1 | 3,026 |
| Permanent Easement 2 | 23,581 |
| Temporary Construction Easement - Area 1 | 4,659 |
| Temporary Construction Easement - Area 2 | 34,788 |

The proposed acquisitions are described in brief below:

Permanent Easement – Sewer & Water

The permanent easements are for a portion of the larger parcel, encompassing 3,026 square feet and 23,581 square feet, respectively. According to the City of Santa Rosa the easement is as follows:

A perpetual easement for public sewer and water, with a right of immediate entry and with continued possession and access for the purpose of construction, improvement, maintenance, repairs, operation, and replacement of a sanitary sewer pipeline and water line and its attendant infrastructure as the City of Santa Rosa may choose to make in, upon, over, across, through and under that certain real property situated in the City of Santa Rosa, County of Sonoma, State of California, as more particularly described and depicted on EXHIBIT “A” and EXHIBIT “B”.

Together with the right to trim, cut and clear away or otherwise control any tree or brush, and to deposit tools, implements and other materials thereon by said City of Santa Rosa, its officers, agents and employees and by any contractor, his agents and employees engaged by said City, whenever and wherever necessary for the purposes set forth above.

The location of the permanent easement is shown in the Addenda as Exhibit “A” and “B” and in the exhibit on the following page.

Permanent Easement 2 overlaps with an existing easement for water. This overlap is 2,706 square feet and thus the effective easement area used for valuation is 20,875 square feet.

Temporary Construction Easements

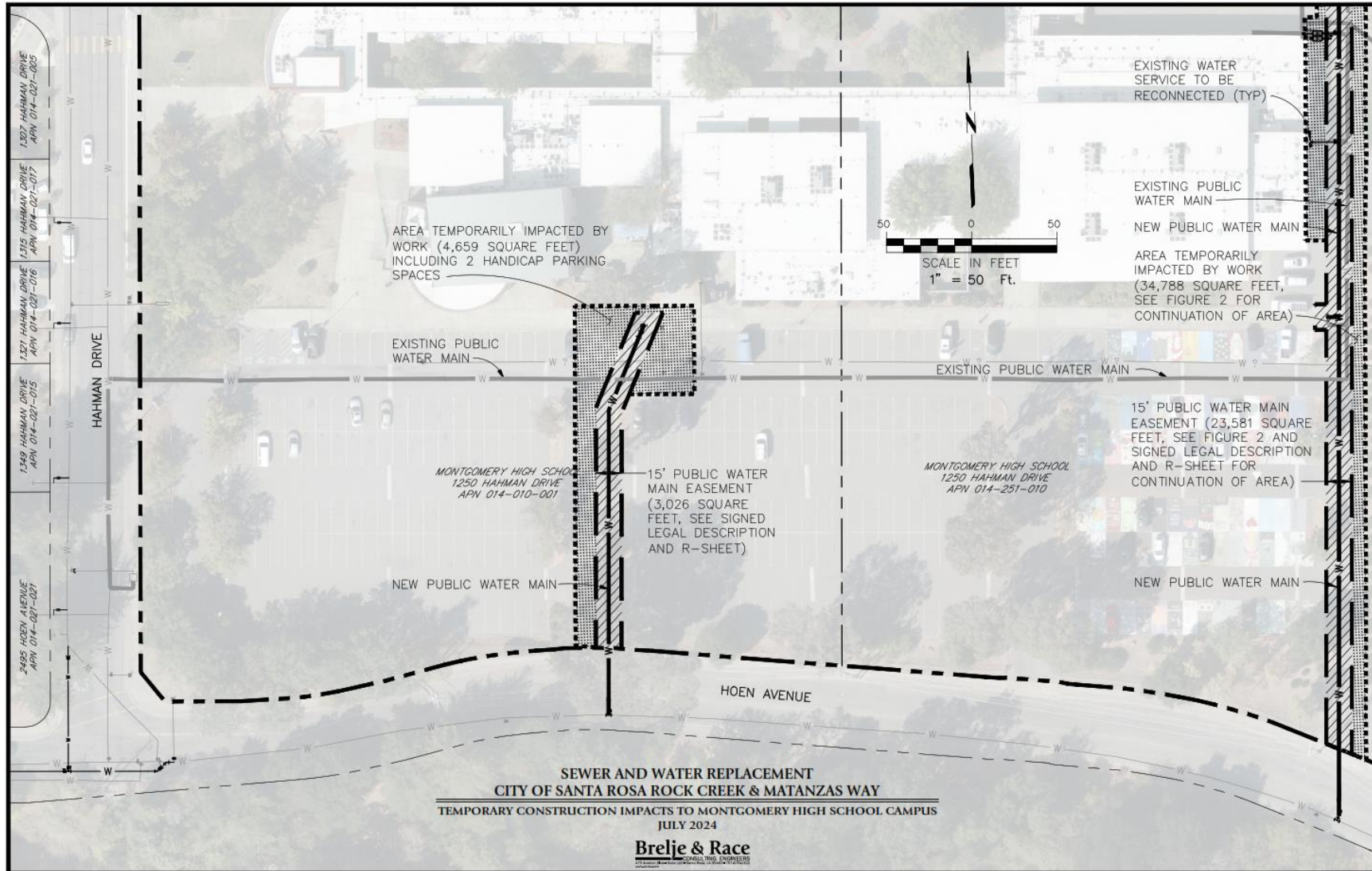
These are temporary construction easements to allow for construction, staging and access to the permanent easement area. There are no legal descriptions for the Temporary Construction Easements, but these are also shown in the exhibit on the following pages, surrounding the permanent easement areas. Temporary Construction Easement 2 is overlapped by the same water main easements that overlaps Permanent Easement 2. This overlap is 960 square feet and the effective TCE Area 2 easement is 33,828 square feet. The easements will be for a specific time period based on the school calendar. For TCE Area 1, the easement will only be

during the summer and comprises 61 days. For TCE Area 2, the easement will be for two separate periods, the first over spring break in 2025 comprising 9 days in addition to the summer break easement of 61 days, for a total of 70 days.

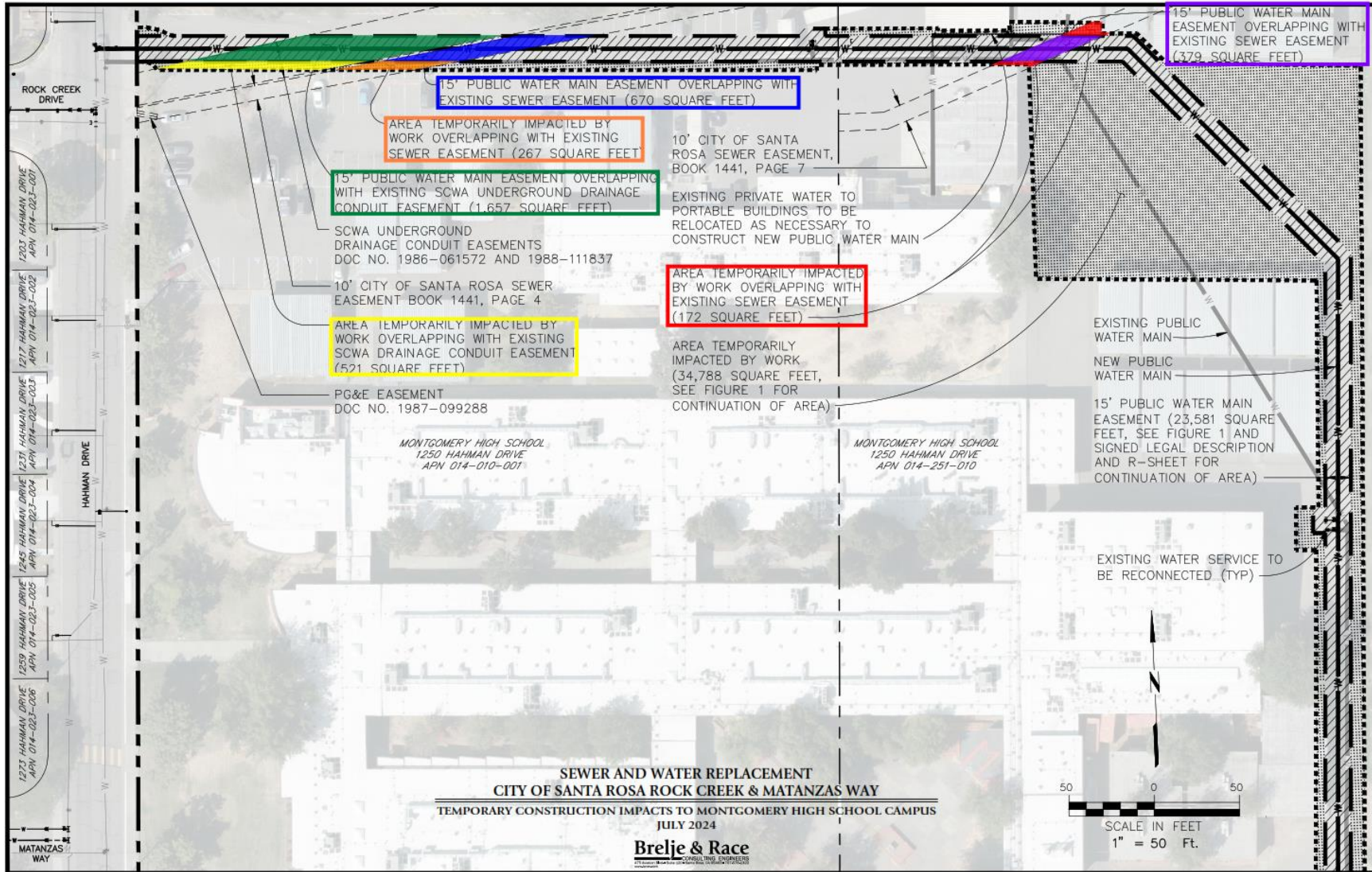
Temporary Construction Easement Duration

| Start | End | Days |
|--------------|------------|-------------|
| 3/15/2025 | 3/23/2025 | 9 |
| 6/9/2025 | 8/8/2025 | 61 |

Acquisition Exhibit



Acquisition Exhibit (continued)



LAND VALUATION

Value of The Whole Property Before the Acquisition

When appraising commercial or residential property, it is customary to value the land as though vacant and able to be developed to its highest and best use. The preferable method of determining the market value of the fee simple interest of the subject site is by comparison to properties that have recently sold, are listed for sale or are under contract. Comparable properties are analyzed and compared with the subject property.

The comparative analysis performed in this approach focuses on similarities and differences among properties, and transactions that impact market value. These may include differences in the property rights appraised, the motivation of buyers and sellers, financing terms, market conditions at the time of sale, size, location, utility of the site, zoning and site conditions. The various attributes of comparison are tested against market evidence to determine their relative importance, if any.

The subject consists of a 40.67 acre site with a General Plan designation of Public/Institutional (PI) and a zoning of R-1-6 (Low Density Residential). The local market area has been researched for sales of parcels with land use restrictions that are similar to the subject property.

The appraiser confirmed the sales with at least one party to the transaction and verified all characteristics discussed in the analysis with either public sources, such as site size from County Assessor's records, or from parties to the transaction, including buyers, sellers or agents.

Included below are the comparable site sales followed by a locational map, summary table and analysis and conclusion of value.

Comparable 1



Transaction

| | | | |
|----------------------|------------------------------|---------------------------------|---------------|
| Property Type | Mixed Use | Date | 5/8/2024 |
| Address | 8975 Conde Lane | Transaction Type | Closed Sale |
| City | Windsor | Days on Market | 80 |
| County | Sonoma | Actual Price | \$1,290,000 |
| State | CA | Price Adjustment | \$0 |
| Tax ID | 164-020-023 | Price | \$1,290,000 |
| Grantor | Conde Village LLC | Price per Usable Land SF | \$15.84 |
| Grantee | Gallaher Family Holdings Two | Sale Verification Source | Laura Hall |
| Document# | 19776 | Sale Data Source | Selling Agent |

Site

| | | | |
|-----------------------|----------------------------|------------------------------|----------------------|
| Acres | 3.69 | Site Status | Raw |
| Land SF | 160,736 | Entitlements | Unentitled |
| Usable Acres | 1.87 | Topography | Level |
| Usable Land SF | 81,457 | Utilities | All Public Utilities |
| Zoning | MDR | Shape | Irregular |
| GP Designation | Medium Density Residential | Improvements of Value | None |

Sale Comments

This is a 3.69 gross acre site that is heavily impacted by the East Windsor Creek which reduces the usable area to ~1.87 acres. However, the Town of Windsor allows clustering so that the density criteria can be applied to the entire site, so this does not affect the total number of potential units. The zoning and General Plan allow for between 8 and 16 units per acre, but the buyer is an experienced developer who reportedly planned to try and entitle the site for affordable apartments in conjunction with an 80% state density bonus and get a total of 106 units. This equates to 28.7 units per gross acre and 56.7 units per usable acre. Sale is analyzed based on gross density as the non-usable area still provides an attractive privacy buffer for the project. The site was placed in contract on April 1, 2024 and there were no entitlement contingencies. An older residence had no contributory value, with interim income offsetting demolition costs.

Comparable 2



Transaction

| | | | |
|----------------------|-----------------------------|---------------------------------|------------------|
| Property Type | Residential (Single-Family) | Date | N/A |
| Address | 671 Bellevue Avenue | Transaction Type | Pending Contract |
| City | Santa Rosa | Days on Market | 175 |
| County | Sonoma | Actual Price | \$1,100,000 |
| State | CA | Price Adjustment | \$1,200,000 |
| Tax ID | 134-042-065 | Price | \$2,300,000 |
| Grantor | Biglieri | Price per Usable Land SF | \$10.80 |
| Grantee | N/A | Sale Verification Source | Rich Cooper |
| Document# | N/A | Sale Data Source | Listing Agent |

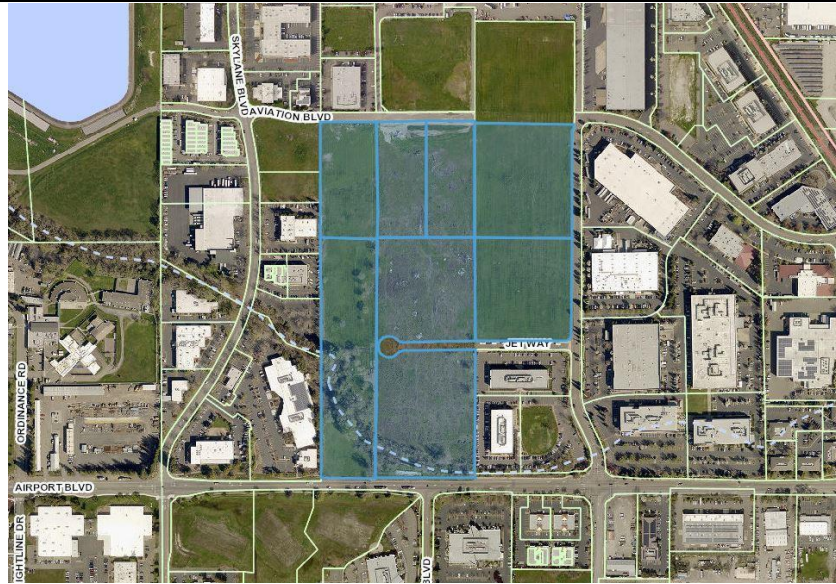
Site

| | | | |
|-----------------------|--|------------------------------|-------------------------|
| Acres | 4.89 | Site Status | Raw |
| Land SF | 213,008 | Entitlements | Unentitled |
| Usable Acres | 4.89 | Topography | Level |
| Usable Land SF | 213,008 | Utilities | All Utilities Available |
| Zoning | R-1-6 | Shape | Roughly rectangular |
| GP Designation | Low Density Residential and Low Density Residential/Open Space | Improvements of Value | None |

Sale Comments

This level site is located immediately west of the Elsie Allen High School football field. An older residence reportedly had no value. Zoning would allow for development with up to 6 units per acre, but the General Plan allows up to 8 units per acre, and thus 39 units would be possible with a re-zoning. Site is in the potential California Tiger Salamander habitat range in an area requiring mitigation at a ratio of 1:1. Mitigation costs are estimated at ~\$245,000 per acre or roughly \$1.2 million and added to price. Listed as shown above and placed in contract April 1, 2024.

Comparable 3



Transaction

| | | | |
|----------------------|-------------------------|---------------------------------|--------------|
| Property Type | Multi-Family | Date | 1/5/2024 |
| Address | 1821 Airport Boulevard | Transaction Type | Closed Sale |
| City | Santa Rosa | Days on Market | N/A |
| County | Sonoma | Actual Price | \$33,600,000 |
| State | CA | Price Adjustment | \$230,000 |
| Tax ID | 059-271-073, et al. | Price | \$33,830,000 |
| Grantor | Airport Business Center | Price per Usable Land SF | \$21.09 |
| Grantee | OSL Properties | Sale Verification Source | Larry Wasem |
| Document# | 597 | Sale Data Source | Seller |

Site

| | | | |
|-----------------------|--------------------------------|------------------------------|-------------------------|
| Acres | 40.57 | Site Status | Raw |
| Land SF | 1,767,229 | Entitlements | Unentitled |
| Usable Acres | 36.82 | Topography | Level |
| Usable Land SF | 1,603,879 | Utilities | All Utilities Available |
| Zoning | MP 1 AC AVG, F1, F2, RC50, VOH | Shape | Irregular |
| GP Designation | Limited Industrial | Improvements of Value | None |

Sale Comments

Site consists of nine contiguous parcels in the Airport Business Center. Buyer is a very experienced developer and placed in contract one month prior to closing. A few months after closing, he submitted a proposal for Airport Village, to comprise 1,464 affordable apartments. Buyer is seeking fast-track review and approvals under builders' remedy program which would allow it to exceed the zoning density maximum. There was seller financing of \$26.1 million, but seller stated that the rate was market and the price was not impacted. Approximately 2.50 acres are unusable due to a creek extending across the southwestern boundary. Another ~1.50 acre portion at the southwestern boundary, across the creek from the remainder, will be developed with commercial uses; its value is estimated at \$25 psf or ~\$1,635,000. Located in the potential California Tiger Salamander habitat range in an area requiring mitigation at 0.2:1, with projected

Comparable 4



Transaction

| | | | |
|----------------------|-----------------------------|---------------------------------|----------------|
| Property Type | Residential (Single-Family) | Date | 11/15/2023 |
| Address | 2220 Fulton Road | Transaction Type | Closed Sale |
| City | Santa Rosa | Days on Market | N/A |
| County | Sonoma | Actual Price | \$13,846,000 |
| State | CA | Price Adjustment | \$1,500,000 |
| Tax ID | 034-030-070 | Price | \$15,346,000 |
| Grantor | Woodside Holdings | Price per Usable Land SF | \$24.30 |
| Grantee | D.R. Horton Bay | Sale Verification Source | Peter Hellmann |
| Document# | 56581 | Sale Data Source | Seller |

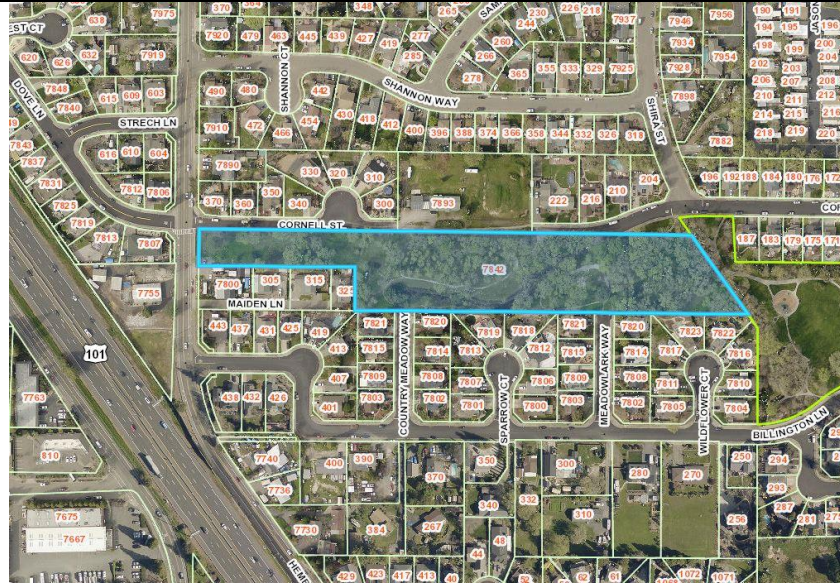
Site

| | | | |
|-----------------------|-------------------------|------------------------------|----------------------|
| Acres | 28.49 | Site Status | Raw |
| Land SF | 1,241,024 | Entitlements | Final Map |
| Usable Acres | 14.50 | Topography | Level |
| Usable Land SF | 631,620 | Utilities | All Public Utilities |
| Zoning | PD | Shape | Roughly Rectangular |
| GP Designation | Low Density Residential | Improvements of Value | None |

Sale Comments

The sellers entitled this site for 108 single-family homes to be situated on a ~14.5 acre portion of this site in a project known as Stonebridge. The average lot size is ~3,800 sf. Placed in contract around the start of September 2023. Buyers purchased with final map and improvement drawings completed. Days on market was not confirmed, but seller indicated that he received several offers from large developers. Price is adjusted by the required cost of reimbursing outside parties for developing Fulton Road infrastructure, which the buyers will have to pay before obtaining any building permits. The eastern ~14 acres of the site will be dedicated as a wetlands preserve, and while there were 2.65 acres of wetlands on the developable side, the sellers have addressed all mitigation and the buyers will not bear any mitigation costs. Site had been placed in contract previously, before the interest rate growth in early 2022, and based

Comparable 5



Transaction

| | | | |
|----------------------|-----------------------------|---------------------------------|-----------------|
| Property Type | Residential (Single-Family) | Date | 4/3/2023 |
| Address | 7842 Hembree Lane | Transaction Type | Closed Sale |
| City | Windsor | Days on Market | 433 |
| County | Sonoma | Actual Price | \$1,005,000 |
| State | CA | Price Adjustment | \$500,000 |
| Tax ID | 163-080-047 | Price | \$1,505,000 |
| Grantor | Opperman | Price per Usable Land SF | \$10.83 |
| Grantee | Falcon Point Bolten Hembree | Sale Verification Source | Nicholas Pruett |
| Document# | 13977 | Sale Data Source | Listing Agent |

Site

| | | | |
|-----------------------|------------------------------|------------------------------|----------------------|
| Acres | 5.19 | Site Status | Raw |
| Land SF | 226,076 | Entitlements | See Comments |
| Usable Acres | 3.19 | Topography | Level |
| Usable Land SF | 138,956 | Utilities | All Public Utilities |
| Zoning | SR | Shape | Irregular |
| GP Designation | Very Low Density Residential | Improvements of Value | None |

Sale Comments

This infill site backs up to Robbins Park and nearly reaches the freeway on the other side. It is zoned for up to 6 units per acre or a maximum of 31, and had a conceptual design plan for 19 single-family homes when it was placed in contract around September 2021. The buyer did not make closing contingent upon entitlements, but was able to structure escrow so that he was roughly 90% of the way to a tentative map for 24 single-family lots by the time he closed. There was more than an acre of on-site wetlands, but the development plan was configured to avoid this area via the dedication of 2.0 acres for expansion of the adjacent park. Thus, while the usable site area was reduced, no mitigation had to be paid. The site featured a large number of valley oak trees and was very difficult to get approved for development given restrictions on tree removal, but the buyer was diligent and ultimately was going to pay around

Comparable 6



Transaction

| | | | |
|----------------------|-----------------------------|---------------------------------|-------------|
| Property Type | Residential (Single-Family) | Date | 10/7/2022 |
| Address | 1400 Burbank Avenue | Transaction Type | Closed Sale |
| City | Santa Rosa | Days on Market | N/A |
| County | Sonoma | Actual Price | \$5,225,939 |
| State | CA | Price Adjustment | \$1,262,006 |
| Tax ID | 125-361-011 through -014 | Price | \$6,487,945 |
| Grantor | SB Land Co. | Price per Usable Land SF | \$12.21 |
| Grantee | Synergy Santa Rosa SFR | Sale Verification Source | Joe Ripple |
| Document# | 64970 | Sale Data Source | Seller |

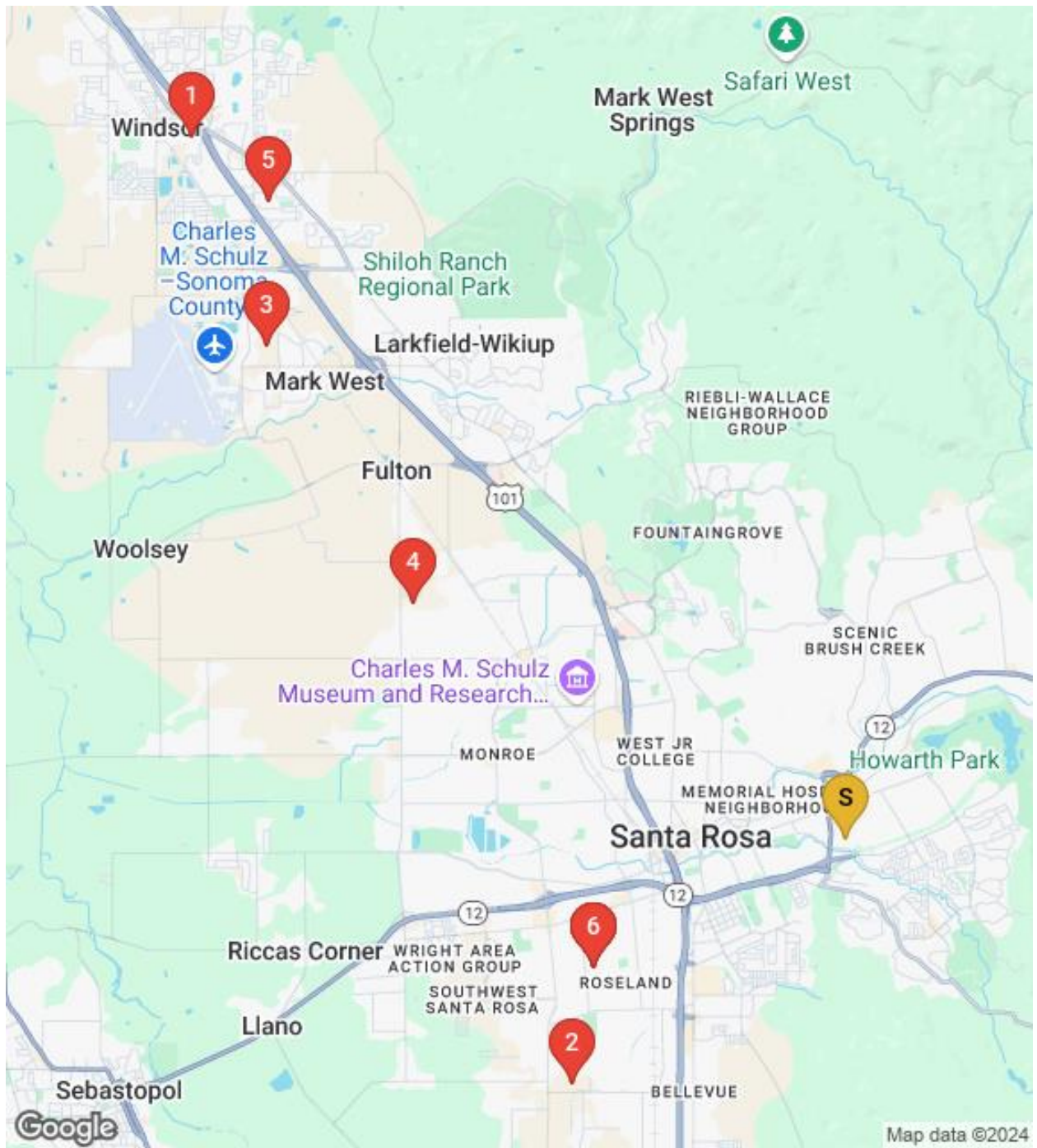
Site

| | | | |
|-----------------------|--------------------------------|------------------------------|----------------------|
| Acres | 12.20 | Site Status | Raw |
| Land SF | 531,432 | Entitlements | Final Map |
| Usable Acres | 12.20 | Topography | Level |
| Usable Land SF | 531,432 | Utilities | All Public Utilities |
| Zoning | R-1-6-SR | Shape | Roughly Rectangular |
| GP Designation | Medium-Low Density Residential | Improvements of Value | None |

Sale Comments

Site was placed in contract in May 2022 and was delivered with final map and completed improvement plans for 62 detached single-family homes and 12 attached single-family homes, all market rate. This is part of a larger project to also include 64 affordable apartments, but that component is on a separate 2.05 acre parcel which was to be sold to an affordable housing developer. Price is adjusted for the buyers' cost of biotics mitigation for California Tiger Salamander, special plant species, and stream bed alteration. Average lot size is 4,909 sf. Sellers had purchased for \$1 million in August 2018.

Land Comparable Map



Land Comparable Summary & Analysis

| | Comp 1 | Comp 2 | Comp 3 | Comp 4 | Comp 5 | Comp 6 | |
|--------------------------------|-------------------------|----------------------------|--|--------------------------------|-------------------------|------------------------------|--------------------------------|
| Address | 1250 Hahman Drive et al | 8975 Conde Lane | 671 Bellevue Avenue | 1821 Airport Boulevard | 2220 Fulton Road | 7842 Hembree Lane | 1400 Burbank Avenue |
| City | Santa Rosa | Windsor | Santa Rosa | Santa Rosa | Santa Rosa | Windsor | Santa Rosa |
| County | Sonoma | Sonoma | Sonoma | Sonoma | Sonoma | Sonoma | Sonoma |
| Date | 8/23/2024 | 5/8/2024 | N/A | 1/5/2024 | 11/15/2023 | 4/3/2023 | 10/7/2022 |
| Transaction Type | Closed Sale | Closed Sale | Pending Contract | Closed Sale | Closed Sale | Closed Sale | Closed Sale |
| Actual Price | \$1,290,000 | \$1,290,000 | \$1,100,000 | \$33,600,000 | \$13,846,000 | \$1,005,000 | \$5,225,939 |
| Price Adjustment | \$0 | \$0 | \$1,200,000 | \$230,000 | \$1,500,000 | \$500,000 | \$1,262,006 |
| Adjusted Price | \$1,290,000 | \$1,290,000 | \$2,300,000 | \$33,830,000 | \$15,346,000 | \$1,505,000 | \$6,487,945 |
| Land SF | 1,771,585 | 160,736 | 213,008 | 1,767,229 | 1,241,024 | 226,076 | 531,432 |
| Transaction Adjustments | | | | | | | |
| Property Rights | Fee Simple | Fee Simple | 0% | Fee Simple | 0% | Fee Simple | 0% |
| Financing | Cash To Seller | Cash To Seller | 0% | Cash To Seller | 0% | Cash Plus SF | 0% |
| Conditions of Sale | None | None | 0% | None | 0% | None | 0% |
| Adjusted Price per SF | \$8.03 | \$10.80 | \$19.14 | \$12.37 | \$6.66 | \$12.21 | \$12.21 |
| Months Since Sale | 4 | N/A | 8 | 9 | 17 | 23 | |
| Market Conditions | 0% per year | 0% | 0% | 0% | 0% | 0% | 0% |
| Adjusted Price per SF | \$8.03 | \$10.80 | \$19.14 | \$12.37 | \$6.66 | \$12.21 | \$12.21 |
| Location | Good | Inferior | Inferior | Inferior | Inferior | Inferior | Inferior |
| % Adjustment | | 15% | 10% | 5% | 10% | 15% | 10% |
| \$ Adjustment | | \$1.20 | \$1.08 | \$0.96 | \$1.24 | \$1.00 | \$1.22 |
| Usable Acres | 40.67 | 1.87 | 4.89 | 36.82 | 14.50 | 3.19 | 12.20 |
| % Adjustment | | -10% | -10% | 0% | -5% | -10% | -5% |
| \$ Adjustment | | -\$0.80 | -\$1.08 | \$0.00 | -\$0.62 | -\$0.67 | -\$0.61 |
| Topography | Level | Level | Level | Level | Level | Level | Level |
| % Adjustment | | 0% | 0% | 0% | 0% | 0% | 0% |
| \$ Adjustment | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Utilities | All Public Utilities | All Public Utilities | All Utilities Available | All Utilities Available | All Public Utilities | All Public Utilities | All Public Utilities |
| % Adjustment | | 0% | 0% | 0% | 0% | 0% | 0% |
| \$ Adjustment | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| GP Designation | Public/Institutional | Medium Density Residential | Low Density Residential and Low Density Residential/Open | Limited Industrial | Low Density Residential | Very Low Density Residential | Medium-Low Density Residential |
| Zoning | R-1-6 | MDR | R-1-6 | MP 1 AC AVG, F1, F2, RC50, VOH | PD | SR | R-1-6-SR |
| % Adjustment | | 0% | -10% | -20% | 0% | 10% | 0% |
| \$ Adjustment | | \$0.00 | -\$1.08 | -\$3.83 | \$0.00 | \$0.67 | \$0.00 |
| Entitlements | Unentitled | Unentitled | Unentitled | Unentitled | Final Map | See Comments | Final Map |
| % Adjustment | | 0% | 0% | 0% | -20% | 0% | -20% |
| \$ Adjustment | | \$0.00 | \$0.00 | \$0.00 | -\$2.47 | \$0.00 | -\$2.44 |
| Site Utility | Average | Average | Average | Average | Average | Average | Average |
| % Adjustment | | 0% | 0% | 0% | 0% | 0% | 0% |
| \$ Adjustment | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Adjusted Price per SF | \$8.43 | \$9.72 | \$16.27 | \$10.51 | \$7.66 | \$10.38 | \$10.38 |
| Net Adjustments | | 5% | -10% | -15% | -15% | 15% | -15% |
| Gross Adjustments | | 25% | 30% | 25% | 35% | 35% | 35% |

Value of the Whole Property Before the Acquisition – Conclusion

The comparables are first adjusted for market conditions, with sales transacting in the past 10 months unadjusted but the sales older than that adjusted by 5% per year up until March 2022. The adjustment grid presented also shows various adjustments for location, size, topography, utilities, General Plan/Zoning, entitlements and site utility. The comparables are located throughout Sonoma County with six of the eight sales found in Santa Rosa and the comparables contain a mixture of zoning designations that allow for commercial, residential or office use. The most significant adjustments are for location, size and entitlements.

After adjustment, the comparables indicate a range of \$7.66 to \$16.27 with an average of \$10.49 per square foot. Given the subject's size, good location and zoning, a reasonable value of \$10.00 per square foot is estimated.

| Number of Comps: 6 | Unadjusted | Adjusted | % Δ |
|------------------------------|------------|--------------|------|
| Low: | \$6.66 | \$7.66 | 15% |
| High: | \$19.14 | \$16.27 | -15% |
| Average: | \$11.53 | \$10.49 | -9% |
| Median: | \$11.50 | \$10.05 | -13% |
| Reconciled Value/Unit Value: | | \$10.00 | |
| Land SF: | | 1,771,585.20 | |
| Indicated Value: | | \$17,715,852 | |
| Reconciled Final Value: | | \$17,720,000 | |

The subject has paving improvements that contribute approximately \$5.00 per square foot in value as well and as such the value is included at \$15.00 per square foot in the following valuation.

Value of the Easements

Permanent Easements

The easements were described previously. The easements impact the subject property in that the City of Santa Rosa will have the right to use the subsurface of the area impacted for a sewer and water line, as well as to repair or replace it as needed. The property owner could not install permanent improvements over this portion of the property and the city retains the right to clear trees that may negatively impact the area. However, the area could be used for most typical uses such as ingress, egress and parking. In fact, there is an existing water line to the south of the proposed water line easement, and this does not appear to significantly negatively impact the property owner's use of the parcel. Nonetheless, not being able to build permanent structures or use this area without any restrictions or the need to design around the easement in a redevelopment of the site are factors that are worthy of compensation.

Donald Sherwood, SR/WA prepared an Easement Valuation Matrix as reported in the May/June 2006 "Right of Way" publication.

The Easement Valuation Matrix is summarized in the table below:

Easement Valuation Matrix

| % of Fee | Comments | Potential Types of Easements |
|------------|---|---|
| 90% - 100% | Severe impact on surface use Conveyance of future uses | Overhead electrical Flowage easements Railroad ROW Irrigation canals Access roads |
| 75% - 89% | Major impact on surface uses Conveyance of future uses | Pipelines Drainage easements Flowage easements |
| 51% - 74% | Some impact on surface uses Conveyance of ingress/egress rights | Pipelines Scenic easements |
| 50% | Balanced use by both owner and easement holder | Water or sewer lines Cable line Telecommunications |
| 26% - 49% | Location along a property line, location across non-usable land area | Water of sewer lines Cable lines |
| 11% - 25% | Subsurface or air rights that have minimal impact on use and utility Location within a setback | Air rights Water or sewer lines |
| 0% - 10% | Nominal impact on use and utility | Small subsurface easement |

The proposed easement constitutes a shared use of the property which would be at the 50% of fee valuation. This is applied to the 3,026 square feet within the permanent easement area 1. However, for permanent easement area 2 there are existing easements overlapping with the proposed easement and compensation is not necessary because the City of Santa Rosa already has rights to this area. This affects a 2,706 square foot area, reducing the 23,581 square feet to an area of 20,875 square feet. This results in the following value of the proposed permanent easement:

| Property Rights | Area (SF) | Estimated Value per SF | Ratio | Estimated Value |
|---------------------------------|-----------|------------------------|-------|------------------|
| Permanent Easement 1 | 3,026 | x \$15.00 | x 50% | = \$22,695 |
| Permanent Easement 2 | 20,875 | x \$15.00 | x 50% | = \$156,563 |
| Total Permanent Easement | | | | \$179,258 |

Temporary Construction Easements

This is a temporary construction easement for the City of Santa Rosa to allow for the construction within the permanent easement area. The easement affects two separate sections of 4,659 and 34,788 SF of land area and was described earlier in this report. For TCE Area 2 there are overlapping easements that reduce the TCE by 960 square feet, for a total affected area of 33,828 square feet.

Temporary construction easements are valued as if the land is leased for a period of time. The City of Santa Rosa has indicated that the TCE will be for a limited period of time as indicated in the easement description. Whereas long-term ground leases are often negotiated at 8% to 9%

of the fee simple value, the short-term and periodic nature of these TCE's would warrant a higher rate of return and are typically valued at 10% of the underlying land value per year. Converted to a daily rate, this is 0.027397%. Therefore, the total value of the temporary construction easements are calculated as follows:

Proposed Temporary Construction Easements

| Property Rights | Area (SF) | Estimated Value per SF | Rental Rate/Day | Duration (Days) | Estimated Value |
|--|-----------|------------------------|-----------------|-----------------|-----------------|
| TCE Area 1 | 4,659 | x \$15.00 | x 0.027397% | x 61 | = \$1,168 |
| TCE Area 2 | 33,828 | x \$15.00 | x 0.027397% | x 70 | = \$9,731 |
| Total Proposed Temporary Construction Easements | | | | | \$10,899 |

The proposed TCE areas are already within areas that are used for parking or ingress/egress.

Site Improvements

It is possible that some of the fencing, plants, pavement and other site improvements will need to be removed during the construction of the project. The City of Santa Rosa will reportedly repair or replace as needed and it is an assumption that the site improvements will be left in equal or better condition upon completion of the project. As such, no site improvements are damaged as part of the acquisition.

Damages

Damages generally occur when the acquisition of a portion of a property results in the remaining property having less value after the acquisition. Damages can be in the form of loss of access or diminished access to the remainder, reduced parking for an already improved property that renders its parking ratio lower than market standard or other such impacts. The construction of the project itself is also considered and any impacts of the proposed project (increased traffic, noise or other factors) would also be considered. Stated another way, damages are present when after the acquisition of a portion of the property and construction of the project in the manner proposed, the value of the remaining property is less than it was as part of the entire property before the taking.

After the project, the subject property retains the same overall property size and similar overall utility in comparison with the before condition. The remainder of the property will not be physically or economically impacted by the construction of the sewer line. In fact, there is already a water line in place that appears to have had minimal impact on the owner's use and enjoyment. There is another access driveway to the remaining parking spaces during the time when the TCE is active and thus no additional parking spaces would be impacted. The highest and best use of the remainder remains the same after the proposed acquisition is completed. Therefore, it has been concluded that there are no damages as a result of the proposed acquisitions or the project itself.

Benefits

When there are no damages as a result of a proposed acquisition, there is no need to quantify or study benefits, as they only serve to offset damages.

Estimated Just Compensation

The table below presents a summary of the estimate of just compensation appropriate for the subject property:

| Estimate of Just Compensation | |
|--|------------------|
| Permanent Easement Acquisitions | \$179,258 |
| Temporary Construction Easement | \$10,899 |
| Site Improvements | \$0 |
| Damages | \$0 |
| Benefits | Not Studied |
| Total Estimate of Just Compensation | \$190,157 |
| Rounded To | \$190,000 |

QUALIFICATIONS OF RYAN C. WARD, MAI

Education

University of California – San Diego, California

- Bachelor of Arts, Economics
- Bachelor of Arts, Urban Studies and Planning

Appraisal Institute

- Capitalization Theory
- Real Estate Valuation Theory
- Vineyard Valuation
- Highest and Best Use and Market Analysis
- Advanced Income Capitalization
- Advanced Cost and Sales Comparison Approach
- Advanced Applications
- Business Practice & Ethics
- Report Writing and Valuation Analysis
- Introduction to Green Buildings
- Residential and Commercial Valuation of Solar
- Case Studies in Appraising Green Commercial Buildings
- The Appraiser as Expert Witness
- Condemnation Appraising: Principles & Applications

Appraisal Experience

President of Ward Levy Appraisal Group, Inc., an independent real property valuation services firm (2017 – Present)

Partner, Ward Levy Appraisal Group, Inc., an independent real property valuation services firm (2014 – 2016)

Senior Appraisal Associate with the independent real property valuation and right of way acquisition services firm of Howard Levy Appraisal Group, Inc., formerly Hornsby Levy Appraisal Group, Inc. (2004 – 2014)

Project Manager with the independent real property valuation firm of Carneghi-Blum & Partners, Inc. (Formerly Carneghi-Bautovich & Partners, Inc.), San Francisco, California (1996 – 2004)

Twenty-six years of experience that includes preparation of narrative appraisals for a variety of property types including single-family residential subdivisions, multi-family housing, office buildings, industrial properties, shopping centers, marinas, retail centers, hotels, lodging facilities, auto service stations and special uses.

Professional Affiliations

Appraisal Institute (MAI) - Continuing Education Requirements Completed

Licensure

California Certified General Real Estate Appraiser, License AG026338, Expires December 22, 2024

ADDENDA



First American Title

First American Title Company

627 College Avenue
Santa Rosa, CA 95404

California Department of Insurance License No. 151

Stephanie Valkovic
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Phone: (707)543-4593
Customer Reference:

Order Number: 4904-6106495 (BF)

Title Officer: Brenda Floyd
Phone: (707)577-1112
Fax No.: (877)928-4853
E-Mail: bfloyd@firstam.com

Buyer: City of Santa Rosa
Owner: TBD
Property: 1250 Hahman Drive
Santa Rosa, CA 95405

PRELIMINARY REPORT

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

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

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

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

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

Dated as of November 25, 2019 at 7:30 A.M.

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

To Be Determined

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

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

THE CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

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

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020 are exempt.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for pole line and incidental purposes, recorded April 14, 1955 as [Book 1340, Page 262](#) of Official Records.
In Favor of: Pacific Gas and Electric Company and The Pacific Telephone and Telegraph Company, California corporation
Affects: As described therein

The location of the easement cannot be determined from record information.
4. An easement for public utilities and incidental purposes, recorded September 25, 1987 as Instrument No. [87-099288](#) of Official Records.
In Favor of: Pacific Gas and Electric Company, a California corporation and Pacific Bell, a California corporation
Affects: As described therein
5. The Terms, Provisions and Easement(s) contained in the document entitled "Memorandum of Easement" recorded July 15, 2008 as Instrument No. [2008-064778](#) of Official Records.

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

Document(s) declaring modifications thereof recorded December 15, 2015 as Instrument No. [2015-106700](#) of Official Records.

6. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
7. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
8. Water rights, claims or title to water, whether or not shown by the public records.
9. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
10. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
11. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
12. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.
13. Rights of parties in possession.

INFORMATIONAL NOTES

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

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 1250 Hahman Drive, Santa Rosa, California.

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

None

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

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

LEGAL DESCRIPTION

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

COMMENCING IN THE CENTER OF WHAT IS KNOWN AS "BENNETT VALLEY" OR METANZAS CREEK AT THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED DECEMBER 6, 1894 BY THE SAVINGS BANK OF SANTA ROSA, TO JOSHUA SEWARD AND RECORDED IN [BOOK 156 OF DEEDS, PAGE 496](#), SONOMA COUNTY RECORDS; THENCE ALONG THE EASTERLY SIDE OF SAID SEWARD TRACT, NORTH 2° EAST 16.60 CHAINS TO THE NORTH BANK OF SPRING CREEK; THENCE ALONG SAID CREEK BANK SOUTH 69° 45' EAST 2.17 CHAINS; NORTH 76° 30' EAST 1.92 CHAINS; SOUTH 78° EAST 1.15 CHAINS; NORTH 76° EAST 1.25 CHAINS TO A POINT FROM WHICH A WITNESS STAKE 4 INCHES BY 4 INCHES, REDWOOD, AND MARKED "CH" BEARS SOUTH 2" WEST 60 LINKS DISTANT; THENCE SOUTH 2° WEST 16.48 CHAINS TO THE CENTER OF BENNETT VALLEY CREEK FROM WHICH A WITNESS STAKE 4 INCHES BY 4 INCHES, REDWOOD, AND MARKED "CH" BEARS NORTH 2° EAST 81 LINKS DISTANT FROM WHICH WITNESS STAKE BEARS A WHITE OAK 12 INCHES IN DIAMETER MARKED "CH BT" SOUTH 64° 45' WEST 100 1/2 LINKS DISTANT; THENCE DOWN THE CENTER OF BENNETT VALLEY CREEK SOUTH 87° 45' WEST 0.22 CHAINS; NORTH 72° WEST 1.25 CHAINS; NORTH 89° WEST 1.50 CHAINS; SOUTH 79° WEST 1.59 CHAINS; NORTH 89° 15' WEST 1.83 CHAINS TO THE POINT OF BEGINNING.

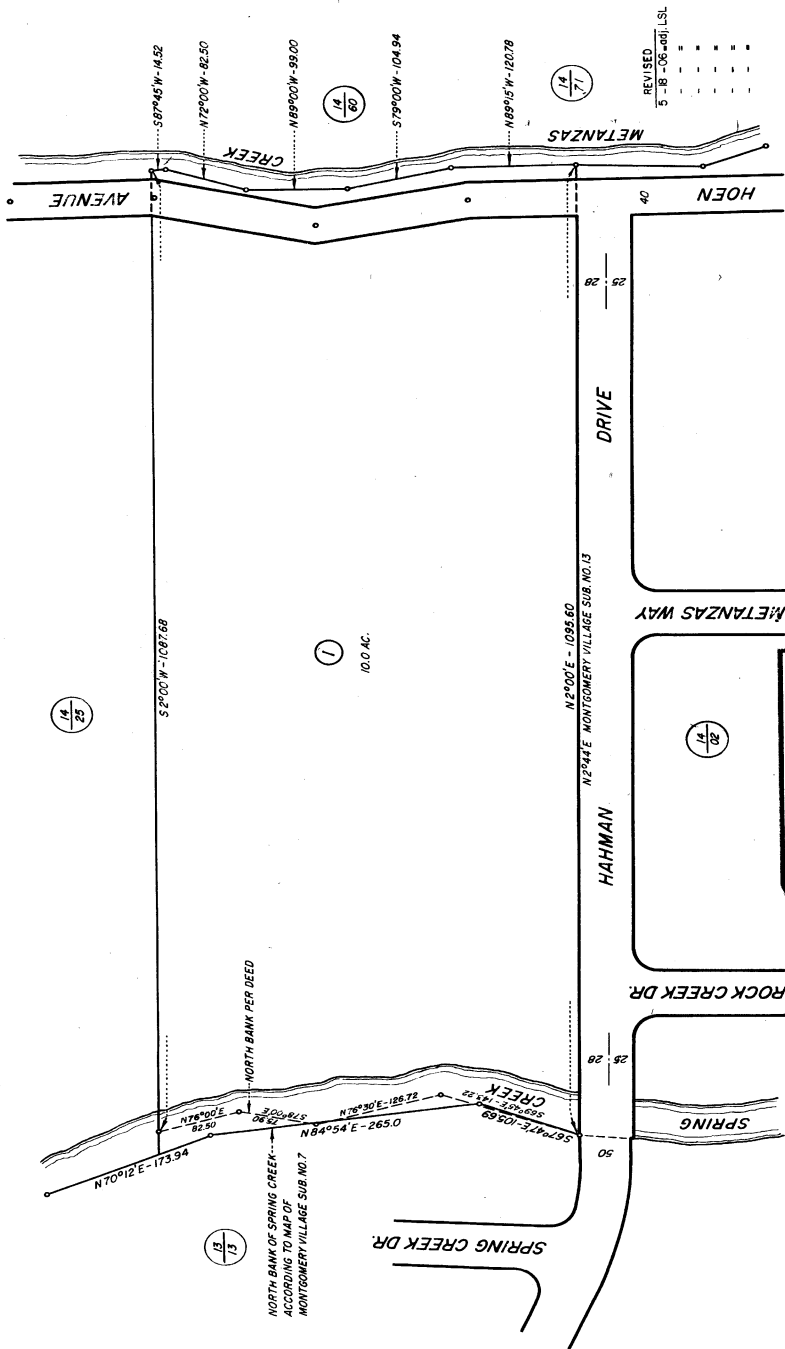
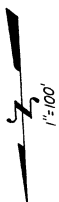
BEARINGS TRUE. MAG. VAR. 17° 30', EAST AND BEING SITUATED BETWEEN SPRING CREEK AND BENNETT VALLEY CREEK IN THE TOWNSHIP OF SANTA ROSA.

[APN: 014-010-001](#)

TAX RATE AREA
4-002

COUNTY ASSESSOR'S PARCEL MAP

14-01



NOTE: Assessor's parcels do not necessarily constitute legal lots. To verify legal parcel status, check with the appropriate city or county community development or planning division.

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Assessor's Map Bk. 14 Pg. 01
Sonoma County, Calif

Assessor: Sonoma County

NOTICE

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

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

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

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

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

| | |
|---|---|
| Categories of Personal Information Collected | The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer. |
| Categories of Sources | Categories of sources from which we've collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties |
| Business Purpose for Collection | The business purposes for which we've collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity |



| | |
|---|---|
| Categories of Third Parties Shared | The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties |
|---|---|

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.



First American Title

First American Title Company

627 College Avenue
Santa Rosa, CA 95404

California Department of Insurance License No. 151

Stephanie Valkovic
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401
Phone: (707)543-4593
Customer Reference:

Order Number: 4904-6106518 (BF)

Title Officer: Brenda Floyd
Phone: (707)577-1112
Fax No.: (877)928-4853
E-Mail: bfloyd@firstam.com

Buyer: City of Santa Rosa and City of Santa Rosa
Owner: TBD
Property: Hoen Avenue
Santa Rosa, CA 95405

PRELIMINARY REPORT

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

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

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

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

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

Dated as of November 25, 2019 at 7:30 A.M.

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

To Be Determined

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

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

CITY OF SANTA ROSA HIGH SCHOOL DISTRICT, AS TO PARCELS A AND B;

SANTA ROSA CITY HIGH SCHOOL DISTRICT, AS TO PARCEL C

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

Fee

The Land referred to herein is described as follows:

(See attached Legal Description)

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

1. General and special taxes and assessments for the fiscal year 2019-2020 are exempt.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement for utilities, sewer and incidental purposes, recorded May 23, 1956 in [Book 1441, Page 4](#) of Official Records.
In Favor of: The City of Santa Rosa
Affects: Parcel A
4. An easement for utilities, sewer and incidental purposes, recorded May 23, 1956 in [Book 1441, Page 7](#) of Official Records.
In Favor of: The City of Santa Rosa
Affects: Parcel B
5. An easement for public utilities and incidental purposes, recorded February 9, 1960 as Instrument No. [G1251](#) in Book 1732, Page 465 of Official Records.
In Favor of: The City of Santa Rosa
Affects: Parcel C

6. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded October 23, 1962 as Instrument No. [H12535](#) in [Book 1920, Page 642](#) of Official Records.
7. An easement for underground drainage conduit in, along, through all that real property and incidental purposes, recorded August 12, 1986 as Instrument No. [86061572](#) of Official Records.
In Favor of: Sonoma County Water Agency
Affects: Parcel A
8. An easement for maintaining, operating, inspecting, repairing, reconstructing, restoring and stabilizing the channel bed and banks of Spring Creek, performing all other work necessary to maintain said Creek's flood-carrying capacity and incidental purposes, recorded August 12, 1986 as Instrument No. [86061574](#) of Official Records.
In Favor of: Sonoma County Water Agency
Affects: Spring Creek, Parcel A
9. An easement for construction, maintenance, operation, inspection, repair, alteration, reconstruction of an underground drainage conduit and incidental purposes, recorded December 29, 1988 as Instrument No. [88111837](#) of Official Records.
In Favor of: Sonoma County Water Agency
Affects: Parcel A
10. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.
11. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
12. Water rights, claims or title to water, whether or not shown by the public records.
13. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
14. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
15. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
16. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a First American approved notary.
17. Rights of parties in possession.

INFORMATIONAL NOTES

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

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

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

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

LEGAL DESCRIPTION

Real property in the City of Santa Rosa, County of Sonoma, State of California, described as follows:

PARCEL A:

COMMENCING AT THE SOUTHEAST CORNER OF THE LAND CONVEYED BY THE SAVINGS BANK OF SANTA ROSA TO JOSHUA SEWARD, BY DEED DATED DECEMBER 6TH, 1894, AND RECORDED IN [LIBER 156 OF DEEDS, PAGE 496](#); WHICH POINT IS IN THE CENTER OF METANZAS CREEK; THENCE SOUTH 89° 15' EAST 1.83 CHAINS; THENCE NORTH 79° EAST 1.59 CHAINS; THENCE SOUTH 89° EAST 1.50 CHAINS; THENCE SOUTH 72° EAST 1.25 CHAINS; THENCE NORTH 87° 45' WEST 22 LINKS TO A POINT IN METANZAS CREEK, FROM WHICH A WITNESS STAKE BEARS NORTH 1 ½° EAST 123 LINKS DISTANT, SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREBY CONVEYED; THENCE, FROM SAID POINT OF BEGINNING, UP THE MIDDLE OF THE CHANNEL OF SAID CREEK, NORTH 89 ½° EAST 1.23 CHAINS; THENCE SOUTH 72 ½° EAST 4.35 CHAINS TO A POINT FROM WHICH A STAKE ON THE NORTHERLY BANK OF SAID CREEK BEARS NORTH 1 ½° EAST; THENCE, LEAVING SAID CREEK, NORTH 1 ½° EAST 20.76 CHAINS TO A STAKE ON THE NORTHERLY BANK OF SPRING CREEK, IN THE SOUTHERLY LINE OF THE LAND OF MRS. HENRIETTA A. HAHMAN; THENCE DOWN THE SAID NORTHERLY LINE OF SPRING CREEK, FOLLOWING THE LINE OF THE LAND OF SAID HAHMAN, SOUTH 74° WEST 53 LINKS; SOUTH 66° WEST 1.26 CHAINS SOUTH 53 ¾° WEST 1.81 CHAINS; SOUTH 51 ¾° WEST 1.00 CHAIN; SOUTH 68 ¼° WEST 1.70 CHAINS, TO THE NORTHEASTERLY CORNER OF THE LAND HELD BY C. HOGAN, UNDER CONTRACT; THENCE FOLLOWING THE EASTERLY LINE OF THE LAND OF SAID HOGAN, SOUTH 1 ½° WEST 16.48 CHAINS TO THE PLACE OF BEGINNING. COURSES TRUE, MAGNETIC VARIATION 17 1/2° EAST.

EXCEPTING THEREFROM ANY PORTION CONTAINED WITHIN THE LAND CONVEYED TO HAHMANN BY DEED RECORDED MAY 14, 1903 IN [BOOK 206 OF DEEDS, AT PAGE 315](#), SONOMA COUNTY RECORDS.

PARCEL B:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND CONVEYED OCTOBER 31, 1901 BY THE SAVINGS BANK OF SANTA ROSA TO ELSAU MANN AND HARRIET MANN, HIS WIFE, IN THE MIDDLE OF METANZAS CREEK FROM WHICH CORNER A STAKE ON THE NORTHERLY BANK OF SAID CREEK BEARS NORTH 1 ½° EAST; THENCE UP THE MIDDLE OF THE CHANNEL OF SAID CREEK SOUTH 46° EAST 1.76 CHAINS SOUTH 27-¾° EAST 1.34 CHAINS; THENCE LEAVING SAID CREEK SOUTH 84 ½° 2.34 CHAINS IN THE MIDDLE OF A ROAD, TO A POINT FROM WHICH A WITNESS STAKE ON THE NORTHERLY LINE OF SAID ROAD BEARS NORTH 1 ½° EAST 20 FEET DISTANT; THENCE LEAVING SAID ROAD NORTH 1 ½° EAST 24.27 CHAINS TO A STAKE ON THE NORTHERLY BANK OF SPRING CREEK IN THE SOUTHERLY LAND OF MRS. HENRIETTA A. HAHMANN; THENCE DOWN THE SAID NORTHERLY BANK OF SPRING CREEK FOLLOWING SAID LINE OF SAID HAHMANN, SOUTH 89° WEST 90 LINKS SOUTH 81° WEST 1 CHAINS; THENCE SOUTH 74° WEST 2.57 CHAINS TO THE NORTHEASTERLY CORNER OF THE SAID MANN TRACT; THENCE FOLLOWING THE EASTERLY LINE OF SAID MANN TRACT SOUTH 1 ½° WEST 20.76 CHAINS TO THE PLACE OF BEGINNING. MAGNETIC VARIATION 17 1/2° EAST.

PARCEL C:

COMMENCING AT THE SOUTHEASTERLY CORNER OF THE TRACT OF LAND CONVEYED ON OCTOBER 31, 1901, BY THE SAVINGS BANK OF SANTA ROSA TO E. C. DARLING, AT A POINT IN THE MIDDLE OF THE ROAD FROM WHICH A WITNESS STAKE STANDING IN THE NORTHERLY LINE OF SAID ROAD BEARS NORTH 1 ½° EAST 20 FEET DISTANT; THENCE ALONG THE MIDDLE OF THE ROAD SOUTH 84 ½° EAST 1.62 CHAINS TO THE WESTERLY LINE OF A ROAD RUNNING AT RIGHT ANGLES TO THE FIRST ROAD AFORE-MENTIONED; THENCE FOLLOWING THE WESTERLY LINE OF SAID ROAD NORTH 5 ½° EAST 24.48 CHAINS; THENCE NORTH 15 ¼° WEST 87 LINKS, CROSSING SPRING CREEK TO ITS NORTHERLY BANK AND TO THE LINE OF THE LAND OF MRS. HENRIETTA A. HAHMAN; THENCE DOWN THE SAID NORTHERLY BANK OF SPRING CREEK FOLLOWING THE SAID LINE OF THE LAND OF SAID HAHMAN

SOUTH 74 ½° WEST 2.80 CHAINS, SOUTH 89° WEST 37 LINKS TO THE NORTHEASTERLY CORNER OF THE TRACT OF LAND CONVEYED TO DARLING AFORESAID; THENCE FOLLOWING THE EASTERLY LINE OF SAID DARLING TRACT, SOUTH 1 ½° WEST, 24.27 CHAINS TO THE PLACE OF BEGINNING. COURSES TRUE, MAG. VAR. 17 1/2° EAST.

EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

BEGINNING AT THE MOST SOUTHERLY CORNER OF THE HEREINABOVE DESCRIBED REAL PROPERTY; THENCE NORTH 84° 15' WEST, 106.92 FEET; THENCE NORTH 1° 30' EAST, 186.00 FEET; THENCE SOUTH 84° 30' EAST, 119.89 FEET; THENCE SOUTH 5° 30' WEST, 186.00 FEET TO THE POINT OF BEGINNING.

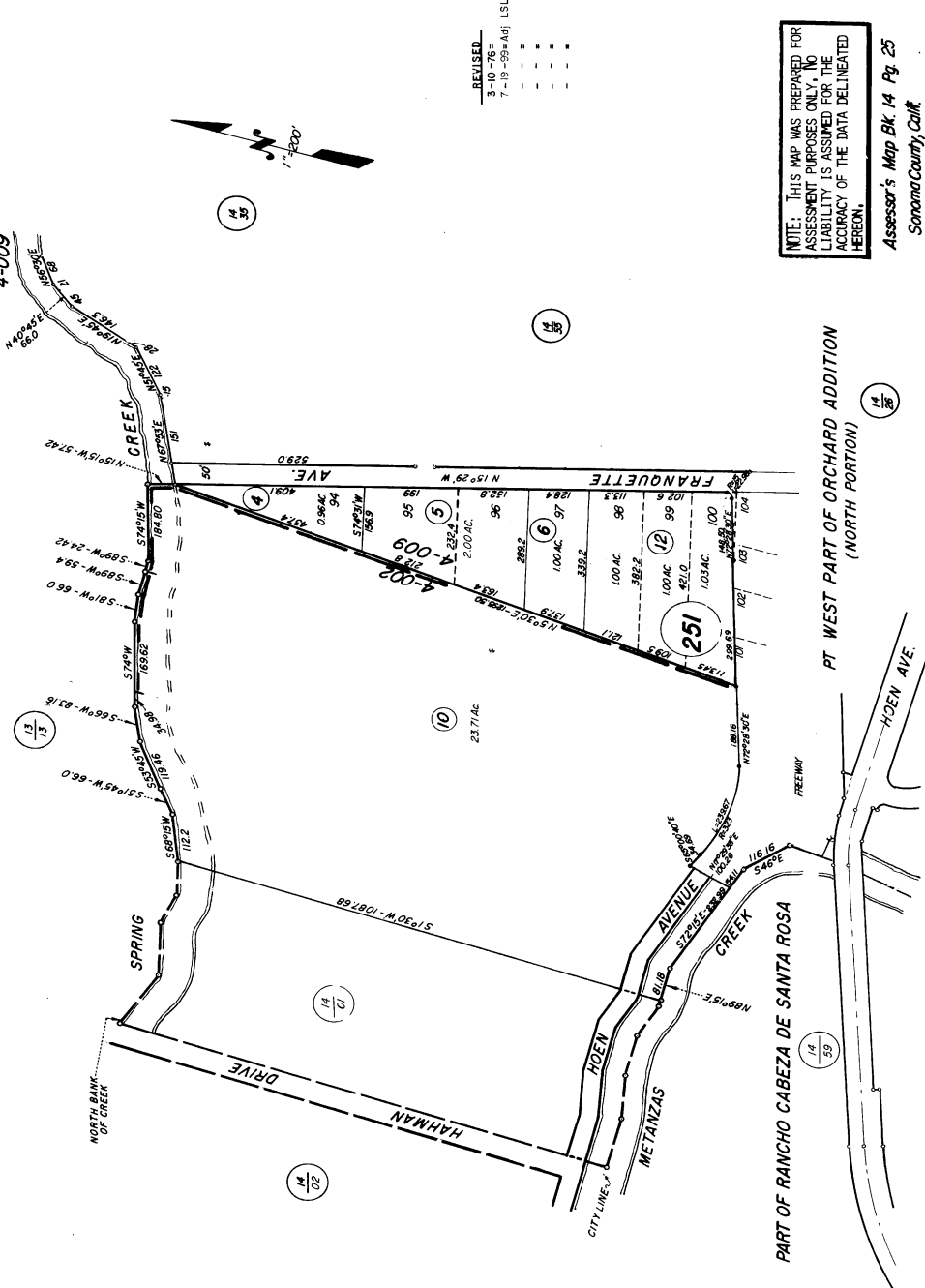
ALSO EXCEPTING THEREFROM, FROM PARCELS A, B AND C ABOVE, ALL THAT PORTION CONTAINED WITHIN THE LAND CONVEYED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED OCTOBER 23, 1962 IN [BOOK 1920, AT PAGE 642](#), SONOMA COUNTY OFFICIAL RECORDS.

[APN: 014-251-010](#)

14-25

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
4-002
4-009



REUSED

| | |
|-------|---------|
| 1-18 | Map LSL |
| 2-19 | Map LSL |
| 3-20 | Map LSL |
| 4-21 | Map LSL |
| 5-22 | Map LSL |
| 6-23 | Map LSL |
| 7-24 | Map LSL |
| 8-25 | Map LSL |
| 9-26 | Map LSL |
| 10-27 | Map LSL |
| 11-28 | Map LSL |
| 12-29 | Map LSL |
| 13-30 | Map LSL |
| 14-31 | Map LSL |
| 15-32 | Map LSL |
| 16-33 | Map LSL |
| 17-34 | Map LSL |
| 18-35 | Map LSL |
| 19-36 | Map LSL |
| 20-37 | Map LSL |
| 21-38 | Map LSL |
| 22-39 | Map LSL |
| 23-40 | Map LSL |
| 24-41 | Map LSL |
| 25-42 | Map LSL |

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Assessor's Map Bk. 14 Pg. 25
Sonoma County, Calif.

NOTICE

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

EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)

CLTA STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;

- d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.
- This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
 3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
 4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
 5. Failure to pay value for Your Title.
 6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
 7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
 8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
 9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:
For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.
The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

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

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

[Except as provided in Schedule B - Part II, [t[or T]his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[PART I

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

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

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:]

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of: [The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the

Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.



Privacy Notice

Effective: November 1, 2019

Notice Last Updated: November 1, 2019

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information. This Privacy Notice applies to information we receive from you offline only, as well as from third parties. For more information about our privacy practices, please visit <https://www.firstam.com/privacy-policy/index.html>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect both **personal** and **non-personal information** about and from you. **Personal information** is non-public information that can be used to directly or indirectly identify or contact you. **Non-personal information** is any other type of information.

How Do We Collect Your Information? We collect your **personal** and **non-personal information**: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your personal information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. We may use your **non-personal information** for any purpose.

How Do We Share Your Personal Information? We do not sell your **personal information** to nonaffiliated third parties. We will only share your **personal information**, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. If you have any questions about how First American shares your **personal information**, you may contact us at dataprivacy@firstam.com or toll free at 1-866-718-0097.

How Do We Secure Your Personal Information? The security of your **personal information** is important to us. That is why we take commercially reasonable steps to make sure your **personal information** is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your **personal information**.

How Long Do We Keep Your Personal Information? We keep your **personal information** for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your **personal information**. In accordance with applicable law, your controls and choices. You can learn more about your choices, and exercise these controls and choices, by sending an email to dataprivacy@firstam.com or toll free at 1-866-718-0097.

International Jurisdictions: Our Products are hosted and offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your **personal information** to us in the US, and you consent to that transfer and use of your **personal information** in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 (“CCPA”). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of **personal information** we have collected about or from you; (2) the categories of sources from which the **personal information** was collected; (3) the business or commercial purpose for such collection and/or disclosure of your personal information; (4) the categories of third parties with whom we have shared your **personal information**; and (5) the specific pieces of your **personal information** we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Right of Deletion. You also have a right to request that we delete the **personal information** we have collected from you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097 and submitting written proof of such authorization to dataprivacy@firstam.com.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the personal information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Right to Opt-Out. We do not sell your personal information to third parties, and do not plan to do so in the future.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Collection Notice. The following is a list of the categories of personal information we may have collected about California residents in the twelve months preceding the date this Privacy Notice was last updated, including the business or commercial purpose for said collection, the categories of sources from which we may have collected the personal information, and the categories of third parties with whom we may have shared the personal information:

| | |
|---|---|
| Categories of Personal Information Collected | The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver’s license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer. |
| Categories of Sources | Categories of sources from which we’ve collected personal information include, but may not be limited to: the consumer directly; public records; governmental entities; non-affiliated third parties; social media networks; affiliated third parties |
| Business Purpose for Collection | The business purposes for which we’ve collected personal information include, but may not be limited to: completing a transaction for our Products; verifying eligibility for employment; facilitating employment; performing services on behalf of affiliated and non-affiliated third parties; debugging to identify and repair errors that impair existing intended functionality on our Websites, Applications, or Products; protecting against malicious, deceptive, fraudulent, or illegal activity |



| | |
|---|---|
| Categories of Third Parties Shared | The categories of third parties with whom we've shared personal information include, but may not be limited to: advertising networks; internet service providers; data analytics providers; service providers; government entities; operating systems and platforms; social media networks; non-affiliated third parties; affiliated third parties |
|---|---|

Categories of Personal Information We Have Sold In The Past Year. We have not sold any personal information of California residents to any third party in the twelve months preceding the date this Privacy Notice was last updated.

Categories of Personal Information Disclosed For A Business Purpose In The Past Year. The following is a list of the categories of **personal information** of California residents we may have disclosed for a business purpose in the 12 months preceding the date this Privacy Notice was last updated: The categories of personal information we have collected include, but may not be limited to: real name; signature; alias; SSN; physical characteristics or description, including protected characteristics under federal or state law; address; telephone number; passport number; driver's license number; state identification card number; IP address; policy number; file number; employment history; bank account number; credit card number; debit card number; financial account numbers; commercial information; internet or other electronic network activity; geolocation data; audio and visual information; professional or employment information; and inferences drawn from the above categories to create a profile about a consumer.

Project Description

Rock Creek and Matanzas Water and Sewer Main Replacement

This project will replace approximately 5,100 LF of water mains and 1,500 LF of gravity sewers. Replacements are on Rock Creek Dr, Matanzas Way, Hahman Dr, Hoen Ave, Farmers Ln, and Montgomery High School campus. These pipes have reached the end of their useful life, with water pipes starting to leak and sewer pipes sagging and showing early signs of structural issues and root infiltration issues. The water line work on MHS will replace an existing water line with a new 8" water line, including the required associated new meters, hydrants, valves, etc. Rock Creek Dr and Matanzas Way will be fully repaved, while Hahman Dr, Hoen Ave, Farmers Ln, and MHS will be completed with trench paving. The project proposes to also slurry seal the basketball courts on MHS. Work on MHS campus is targeted for the summer break of 2025. The surrounding neighborhood work is anticipated to start in the summer of 2025 and go through the fall of 2026. The existing water line on MHS is not covered by an easement. The MHS water line work will require a new water line easement to be recorded.

EXHIBIT A
PUBLIC WATERLINE EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SANTA ROSA, COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF CITY OF SANTA ROSA HIGH SCHOOL DISTRICT AS DESCRIBED BY RESOLUTION RECORDED IN BOOK 1386 AT PAGE 441, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

A 15-FOOT-WIDE PUBLIC WATERLINE EASEMENT LYING 7.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT CITY OF SANTA ROSA COORDINATE MONUMENT G-281, A FOUND 3" BRASS DISK WITH PUNCH IN A MONUMENT WELL AT THE CENTERLINE INTERSECTION OF FARMERS LANE AND HOEN AVENUE FROM WHICH CITY OF SANTA ROSA COORDINATE MONUMENT G-280, A FOUND 2.5" BRASS DISK WITH PUNCH IN A MONUMENT WELL ON THE CENTERLINE OF FARMERS LANE BEARS NORTH 02°26'29" EAST 713.11 FEET; THENCE SOUTH 84°05'51" EAST 815.78 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF HOEN AVENUE AND THE **TRUE POINT OF BEGINNING** OF THE LINE HEREIN DESCRIBED; THENCE LEAVING SAID POINT OF BEGINNING, NORTH 02°37'14" EAST 139.57 FEET; THENCE NORTH 25°06'47" EAST 62.17 FEET TO THE POINT OF TERMINATION. THE SOUTHERLY SIDELINES SHALL BE LENGTHENED OR SHORTENED TO TERMINATE ON THE NORTHERLY RIGHT OF WAY LINE OF HOEN AVENUE.

CONTAINING AN AREA OF 3,026 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS: SOUTH 02°26'29" WEST BETWEEN CITY OF SANTA ROSA COORDINATE MONUMENTS G-280 (N=1923112.406, E=6364864.619) AND G-281 (N=1922399.983, E=6364834.243) NAD 83 - ZONE 2 - EPOCH 2010.00.

APN: 014-010-001 (PORTION)

R-SHEET NO. 5747

DATE: JULY 30, 2024

PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 4698.00

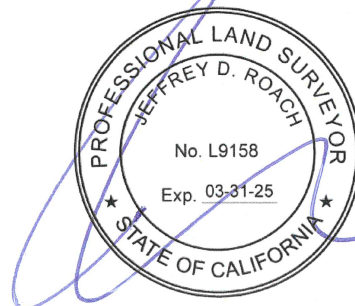
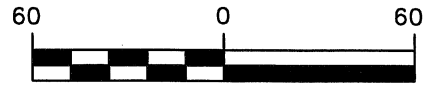


EXHIBIT B

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.

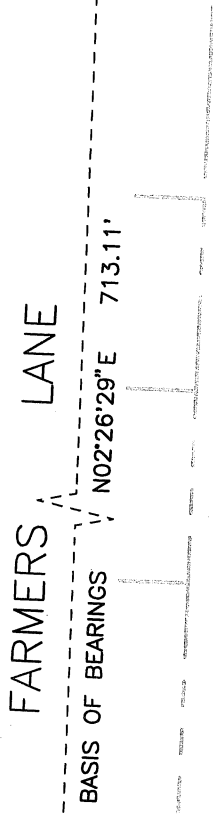


SCALE IN FEET
1" = 60 Ft.

LANDS OF
CITY OF SANTA ROSA HIGH SCHOOL DISTRICT

APN: 014-010-001
1386 O.R. 441

G-280
CITY OF SANTA ROSA COORDINATE MONUMENT
2.5" BRASS DISK WITH PUNCH



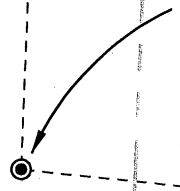
HAHMAN DRIVE

FARMERS LANE

N02°26'29"E 713.11'

BASIS OF BEARINGS

G-281
CITY OF SANTA ROSA COORDINATE MONUMENT
3" BRASS DISK WITH PUNCH
POINT OF COMMENCEMENT



SURVEY
S84°05'51"E 815.78'

TIE

POINT OF TERMINATION

N25°06'47"E 62.17'

NEW 15' WIDE PUBLIC WATERLINE EASEMENT

N02°37'14"E 139.57'

POINT OF BEGINNING CENTERLINE 15' WIDE PUBLIC WATERLINE EASEMENT

HOEN AVENUE

AUTHORITY: TRANSPORTATION AND PUBLIC WORKS PID 2290

| OWNER AND MAILING ADDRESS | PROPERTY AREAS | CITY OF SANTA ROSA | |
|---|---|--|--------------------------------|
| CITY OF SANTA ROSA HIGH SCHOOL DISTRICT 211 RIDGEWAY AVE. SANTA ROSA, CA 95401 | ORIGINAL <u>9.32 AC±</u> WATERLINE EASEMENT <u>3,026 SQ.FT.±</u> | 15' PUBLIC WATERLINE EASEMENT CITY OF SANTA ROSA HIGH SCHOOL DISTRICT TO CITY OF SANTA ROSA | |
| A.P. No. <u>014-010-001</u> | CITY ACQUISITION DEED O.R. No. _____ | SCALE: 1" = 60' | DATE: 7/30/2024 |
| O.R. No. <u>1386 O.R. 441</u> | | DWN. JR CHK. BB | APPROVED <i>[Signature]</i> |
| O.R. No. _____ | | | FILE No. R. 5747 |

TAB: WaterlineCase2

07-30-24 rooch \4698\map\4698.00 R-Sheet.dwg

EXHIBIT A
PUBLIC WATERLINE EASEMENT

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF SONOMA, STATE OF CALIFORNIA, AND BEING A PORTION OF THE LANDS OF CITY OF SANTA ROSA HIGH SCHOOL DISTRICT AS DESCRIBED BY RESOLUTION RECORDED IN BOOK 1386 AT PAGE 441, OFFICIAL RECORDS OF SONOMA COUNTY, AND BY RESOLUTION RECORDED IN BOOK 1400 AT PAGE 159, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT CITY OF SANTA ROSA COORDINATE MONUMENT G-280, A FOUND 2.5" BRASS DISK WITH PUNCH IN A MONUMENT WELL ON THE CENTERLINE OF FARMERS LANE, FROM WHICH CITY OF SANTA ROSA COORDINATE MONUMENT G-281, A FOUND 3" BRASS DISK WITH PUNCH IN A MONUMENT WELL ON THE CENTERLINE OF FARMERS LANE BEARS SOUTH 02°26'29" WEST 713.11 FEET; THENCE NORTH 82°41'52" EAST 548.26 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HAHMAN DRIVE AND THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 87°23'15" EAST 578.68 FEET; THENCE SOUTH 42°23'15" EAST 168.31 FEET; THENCE SOUTH 02°36'45" WEST 142.84 FEET; THENCE NORTH 87°23'15" WEST 7.18 FEET; THENCE SOUTH 02°36'45" WEST 15.00 FEET; THENCE SOUTH 87°23'15" EAST 7.18 FEET; THENCE SOUTH 02°36'45" WEST 375.74 FEET; THENCE NORTH 87°23'15" WEST 6.59 FEET; THENCE SOUTH 02°36'45" WEST 15.00 FEET; THENCE SOUTH 87°23'15" EAST 6.59 FEET; THENCE SOUTH 02°36'45" WEST 242.99 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF HOEN AVENUE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 65°38'58" EAST 16.15 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE, NORTH 02°36'45" EAST 803.76 FEET; THENCE NORTH 42°23'15" WEST 180.73 FEET; THENCE NORTH 87°23'15" WEST 180.17 FEET; THENCE NORTH 02°36'45" EAST 4.32 FEET; THENCE NORTH 87°23'15" WEST 15.00 FEET; THENCE SOUTH 02°36'45" WEST 4.32 FEET; THENCE NORTH 87°23'15" WEST 389.18 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HAHMAN DRIVE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, SOUTH 02°36'45" WEST 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 23,581 SQUARE FEET MORE OR LESS

BASIS OF BEARINGS: BETWEEN CITY OF SANTA ROSA COORDINATE MONUMENTS G-280 (N=1923112.406, E=6364864.619) AND G-281 (N=1922399.983, E=6364834.243) SOUTH 02°26'29" WEST. NAD 83 - ZONE 2 - EPOCH 2010.00.

APN: 014-010-001 PORTION
APN: 014-251-010 PORTION

R-SHEET NO. 5746

DATE: JUNE 22, 2022

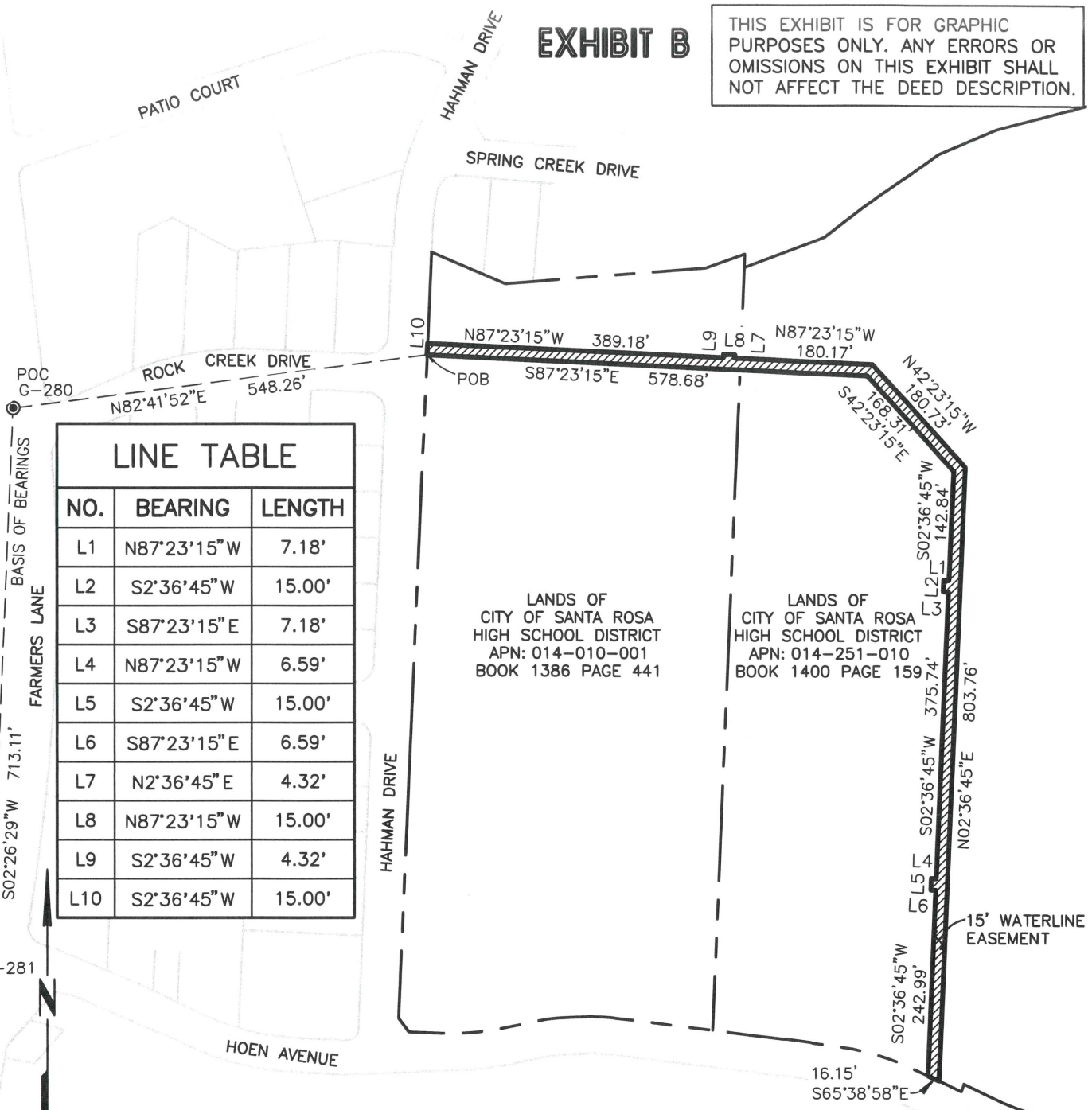
PREPARED BY: BRELJE & RACE, CONSULTING ENGINEERS

JOB NO.: 4698.00



EXHIBIT B

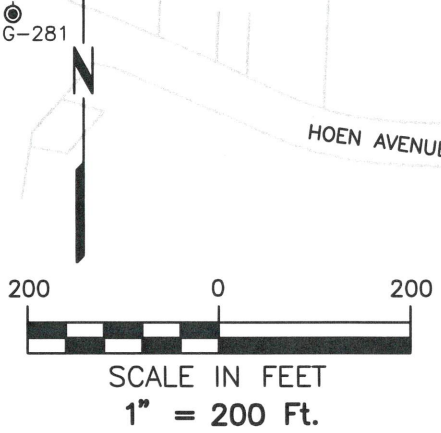
THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



| LINE TABLE | | |
|------------|-------------|--------|
| NO. | BEARING | LENGTH |
| L1 | N87°23'15"W | 7.18' |
| L2 | S2°36'45"W | 15.00' |
| L3 | S87°23'15"E | 7.18' |
| L4 | N87°23'15"W | 6.59' |
| L5 | S2°36'45"W | 15.00' |
| L6 | S87°23'15"E | 6.59' |
| L7 | N2°36'45"E | 4.32' |
| L8 | N87°23'15"W | 15.00' |
| L9 | S2°36'45"W | 4.32' |
| L10 | S2°36'45"W | 15.00' |

LANDS OF
CITY OF SANTA ROSA
HIGH SCHOOL DISTRICT
APN: 014-010-001
BOOK 1386 PAGE 441

LANDS OF
CITY OF SANTA ROSA
HIGH SCHOOL DISTRICT
APN: 014-251-010
BOOK 1400 PAGE 159



- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- G-280 CITY OF SANTA ROSA COORDINATE MONUMENT WITH 2.5" BRASS DISK AND PUNCH
- G-281 CITY OF SANTA ROSA COORDINATE MONUMENT WITH 3" BRASS DISK AND PUNCH

AUTHORITY: TRANSPORTATION AND PUBLIC WORKS PID 2290

| | | | |
|---|--|--|-------------------------|
| OWNER AND MAILING ADDRESS | PROPERTY AREAS | CITY OF SANTA ROSA | |
| CITY OF SANTA ROSA HIGH SCHOOL DISTRICT 211 RIDGEWAY AVE. SANTA ROSA, CA 95401 | (BOTH APN's) ORIGINAL 1,463,000 SQ.FT. APPROX. TAKE 23,581 SQ.FT.± | PUBLIC WATERLINE EASEMENT CITY OF SANTA ROSA HIGH SCHOOL DISTRICT TO CITY OF SANTA ROSA | |
| A.P. No. 014-010-001; 014-251-010 | REMAINDER 1,439,000 SQ.FT. APPROX. | SCALE: 1" = 200' | DATE: 06/22/2022 |
| O.R. No. 1386 O.R. 441 | CITY ACQUISITION DEED | DWN. TR | FILE No. |
| O.R. No. 1400 O.R. 159 | O.R. No. _____ | CHK. BB | R. 5746 |

TAB: WaterlineCase1
bryant \4698\map\4698.00 R-Sheet.dwg
06-22-22



June 19, 2024

Santa Rosa City Schools
Attn: Cathy Gotfrid, Project Manager, Facilities
211 Ridgeway Ave
Santa Rosa CA 95401

CERTIFIED MAIL

**RE: City of Santa Rosa High School District/
Santa Rosa City High School District
1250 Hahman Dr/ 0 Hoen Ave
SANTA ROSA, CA 95405
APN 014-010-001, 014-251-010 (Portion)**

Notice of Decision to Appraise; and Notice of Land Acquisition Procedures [California Relocation Assistance and Real Property Acquisition Guidelines, Cal Code Regs., Title 25, Div 1, Chap. 6, Art. 6]

Dear Property Owner,

The City of Santa Rosa is considering acquiring property for the Rock Creek and Matanzas Water and Sewer Main Replacement Project. The City has determined that the property is located within this project area.

To complete the proposed improvements, it will be necessary for the City to acquire interests over a portion of the property located at 1250 Hahman Drive and 0 Hoen Avenue, Santa Rosa, California, as set forth below and delineated on the attached legal descriptions and right of way sheets. Specifically, the following interests are required for the project:

| Easement Type | Size | Duration |
|--|--------------------|-----------------|
| Public Waterline Easement Parcel 1 | 2,979 square feet | Perpetual |
| Public Waterline Easement Parcel 1 and 2 | 23,581 square feet | Perpetual |
| Temporary Construction Easement Parcel 1 | 5,350 square feet | 2 months |
| Temporary Construction Easement Parcel 1 and 2 | 32,013 square feet | 2 months |

Section 6184 of *California Relocation Assistance and Real Property Acquisition Guidelines* provides that a public entity give each Owner a written notice of its decision to appraise real property being considered for acquisition for a public use. Section 6188 of the *Guidelines* provides

that at the same time that the public entity notifies an Owner of its decision to appraise, that it shall also furnish the Owner a written explanation of its land acquisition procedures in the form of a Notice of Land Acquisition Procedures. The purpose of this letter is to give you these notices which are contained in the attached booklet and to inform you that it is your right to accompany the appraiser during the site visit.

Ward Levy Appraisal Group Inc., a Sonoma County appraisal firm, has been engaged to appraise a portion of your property for a possible easement acquisition. They will be contacting you shortly to arrange a convenient inspection time. They are also available to answer any questions you may have with regard to the appraisal process. Ryan Ward, the Managing Partner, can be reached at (707) 921-5052.

No decision has yet been made by the City of Santa Rosa to acquire any portion of the property. If the City of Santa Rosa continues to consider acquisition of interests over the property after completion of the appraisal, then you will be contacted with an offer to purchase in an amount determined to be just compensation, and in no event less than the value reported in an approved appraisal. Please contact Celeste Carranza, Associate Real Property Agent at 707-543-4520 for any questions regarding the acquisition process and, Liz Hanley, Associate Civil Engineer and the Project Manager at 707-543-3862, for any project related questions.

Sincerely,

Celeste Carranza,
Associate Real Property Agent
City of Santa Rosa

Attachments

- Project Description
- Legal Descriptions with Right of Way Sheets
- Information Booklet

cc: (via electronic mail):

Ryan Ward
Liz Hanley, Associate Civil Engineer