

ATTACHMENT D

CALTRANS ACQUISITION PROPOSAL

DEPARTMENT OF TRANSPORTATION

OFFICE OF RIGHT OF WAY

464 WEST FOURTH STREET, MS 950

SAN BERNARDINO, CA 92401-1400

DIRECT (909) 383-4561

FAX (909) 383-6877

TTY 711

www.dot.ca.gov/dist8*Making Conservation
a California Way of Life.*

July 13, 2023

City of Victorville
14343 Civic Dr.
Victorville, CA 92393

08-SBd-18-P.M. 95.8
E.A. 1J300
Project No. 0818000016
Parcel No. 25450-1 thru 7

Dear Grantor:

The State of California through the Department of Transportation (Caltrans) is proposing to rehabilitate pavement along SR-18 and rehabilitate drainage systems. Your property herein referenced as Parcel No. 25450-1 thru 7 (map flagged in your appraisal), is needed for the State's project in Victorville, in San Bernardino County. Your property consists of a total of 279,739 s.f. and the State is interested in five (5) Fee acquisitions, four (4) Underlying Fees and two (2) Temporary Construction Easements (TCE).

I look forward to meeting with you in person to discuss the enclosed documents, the project and its effect on your property, as well as answer any questions you may have. Please contact me at (909) 518-6121 or celia_calderilla@dot.ca.gov to schedule an appointment at your earliest convenience.

Enclosed are the necessary documents for your review and signature:

1. Three Right of Way State Highway Contracts in the amount of **\$9,500.00** need to be signed, dated, and returned. One will be mailed back to you fully executed for your records.)
2. Appraisal (you may retain for your records)
3. Summary Statement Relating to the Purchase of Real Property (you may retain for your records)
4. Maps showing the acquisition (you may retain for your records)
5. Title VI information (you may retain for your records)
6. Grant Deed (Please notarize and return original and a keep copy)
7. Payee Data Record (Used for tax purposes when doing business with the State of California – please complete and return)
8. Certification of Occupancy (please complete and return)

Page 2

If you decide to accept the State's offer but are unable to meet me in person, please sign all necessary documents and return to me using the self-addressed, stamped envelope provided for your convenience.

Please have the original deed notarized by a Notary Public. The Notary fee will be reimbursed provided you return the receipt with the package. If you have any questions, do not hesitate to contact me at (909) 518-6121 or email address.

Sincerely yours,

Celia Calderilla
Associate Right of Way Agent
Right of Way Acquisition

Enclosures



Chicago Title Company

APN

0478-172-19

Former Forest Park

ISSUING OFFICE: 4911 Birch Street, Newport Beach, CA 92660

February 5, 2022

=addressee=

Order No.: 00169301-987-OC1-K27

Property Address: Vacant Land, Victorville, CA
Seller: CITY OF VICTORVILLE
Buyer:

We appreciate this opportunity to serve you. Enclosed please find your Policy of Title Insurance. Please call us immediately if you have any questions or concerns.

Sincerely,

Chicago Title Company

Escrow Contact:
OAC/Payoff OC Commercial
(949) 724-3117
CTCommercialtitleNewport@fnf.com

Title Contact:
John Balassi/Jason Silva (OC/Comm)
(949) 724-3117
CTCommercialTitleNewport@ctt.com



Chicago Title Company

ISSUING OFFICE: 4911 Birch Street, Newport Beach, CA 92660

February 5, 2022

=addressee=

Order No.: 00169300-987-OC1-
K27

Property Address: Vacant Land, Victorville, CA
Seller: VICTORVILLE REDEVELOPMENT AGENCY
Buyer:

We appreciate this opportunity to serve you. Enclosed please find your Policy of Title Insurance. Please call us immediately if you have any questions or concerns.

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LITIGATION GUARANTEE

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company
GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3. (a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
(b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.


THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE. IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the date of policy shown in Schedule A, the Guarantee to become valid when countersigned by an authorized signatory.

Countersigned:


By: 
Authorized Signature



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary

information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If

requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

LITIGATION GUARANTEE**SCHEDULE A**Order No.: **00169300-987-OC1-K27**Guarantee No.: **CA-FBSC-IMP-72021-1-22-00169300**Amount of Liability: **\$10,000.00**Date of Guarantee: **January 24, 2022 at 7:30 AM**Fee: **\$500.00**

1. Name of Assured:

State of CA Dept of Transportation

2. The estate or interest in the Land that is the subject of this Guarantee is:

A FEE

3. This Land referred to in this Guarantee is situated in the State of California, County of San Bernardino, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to Condemnation. It shall not be used or relied upon for any other purpose.

5. ASSURANCES:

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

a. Title to the estate or interest is vested in:**THE CITY OF VICTORVILLE, California municipal corporation**

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.

c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.

d. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.

e. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1 OF [PARCEL MAP NO. 12557](#), IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 147, PAGE 6](#) OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL MINERALS CONTAINED IN THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, LYING NOT LESS THAN FIVE HUNDRED FEET BELOW THE SURFACE THEREOF, PROVIDED THAT SANTA FE SHALL NOT HAVE THE RIGHT TO GO UPON OR USE THE SURFACE OF THE PROPERTY, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. SANTA FE MAY, HOWEVER, AND HEREBY RESERVES THE RIGHT TO, REMOVE ANY OF SAID MINERALS FROM THE PROPERTY BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS BY SANTA FE SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF THE PROPERTY HEREBY CONVEYED OR OF ANY IMPROVEMENTS THEREON, AS RESERVED IN THE DEED FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION, RECORDED MARCH 6, 1990, AS [INSTRUMENT NO. 90-085235, OF OFFICIAL RECORDS](#).

[APN: 0478-172-19-0-000](#)

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

Part I

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. There were no taxes levied for the fiscal year 2021-2022 as the property was vested in a public entity.

Affects: [APN: 0478-172-19-0-000](#)

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Easement(s) in favor of the public over any existing roads lying within said Land.
3. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: November 03, 1903
Recording No: [Book 339, Page 168](#), of Deeds

Said instrument provides or establishes:

To have and to hold unto the second party, its successors and assigns forever; subject however, to the express condition that if at any time in the future any part of said lands shall cease to be used for the purpose above expressed then and in such event the title to the part of said land which shall cease to be used shall revert to the grantor, its successors and assigns.

4. Waiver of any claims for damages to said Land by reason of the location, construction, landscaping or maintenance of the street or highway adjoining said Land, as contained in the deed to

County/City/State: State of California
Name of Street or Highway: D Street
Recording Date: February 06, 1963
Recording No.: [Book 5847, Page 175](#), of Official Records

**SCHEDULE B – Part I
(Continued)**

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: San Bernardino County Flood Control District
Purpose: Underground flood control conduit
Recording Date: August 27, 1968
Recording No: [Book 7084, Page 191](#), of Official Records
Affects: A portion of said land.

6. Various matters including, but not limited to, requirements for developing or improving the Land, proposed easements, covenants, conditions, restrictions and provisions set forth on [Parcel Map No. 12557](#)

Recorded: [Book 147, Page 6](#), of Parcel Maps

7. Matters contained in that certain document

Entitled: Site Lease
Dated: May 01, 2007
Executed by: City of Victorville and Victorville Joint Powers Financing Authority
Recording Date: May 07, 2007
[Recording No: 2007-0276970, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

8. Matters contained in that certain document

Entitled: Lease Agreement
Dated: May 01, 2007
Executed by: Victorville Joint Powers Financing Authority and City of Victorville
Recording Date: May 07, 2007
[Recording No: 2007-0276971, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: July 18, 2007
[Recording No: 2007-0423279, of Official Records](#)

**SCHEDULE B – Part I
(Continued)**

9. Matters contained in that certain document

Entitled: Assignment Agreement
Dated: May 01, 2007
Executed by: Victorville Joint Powers Financing Authority, and The Bank of New York Trust Company, N.A.
Recording Date: May 07, 2007
Recording No: [2007-0276972, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

10. Any interest of the person(s) shown below appearing as assessed owner(s) of said Land on the county secured tax rolls.

Name(s): Victorville Redevelopment Agency

SCHEDULE B

Part II

NONE

SCHEDULE C

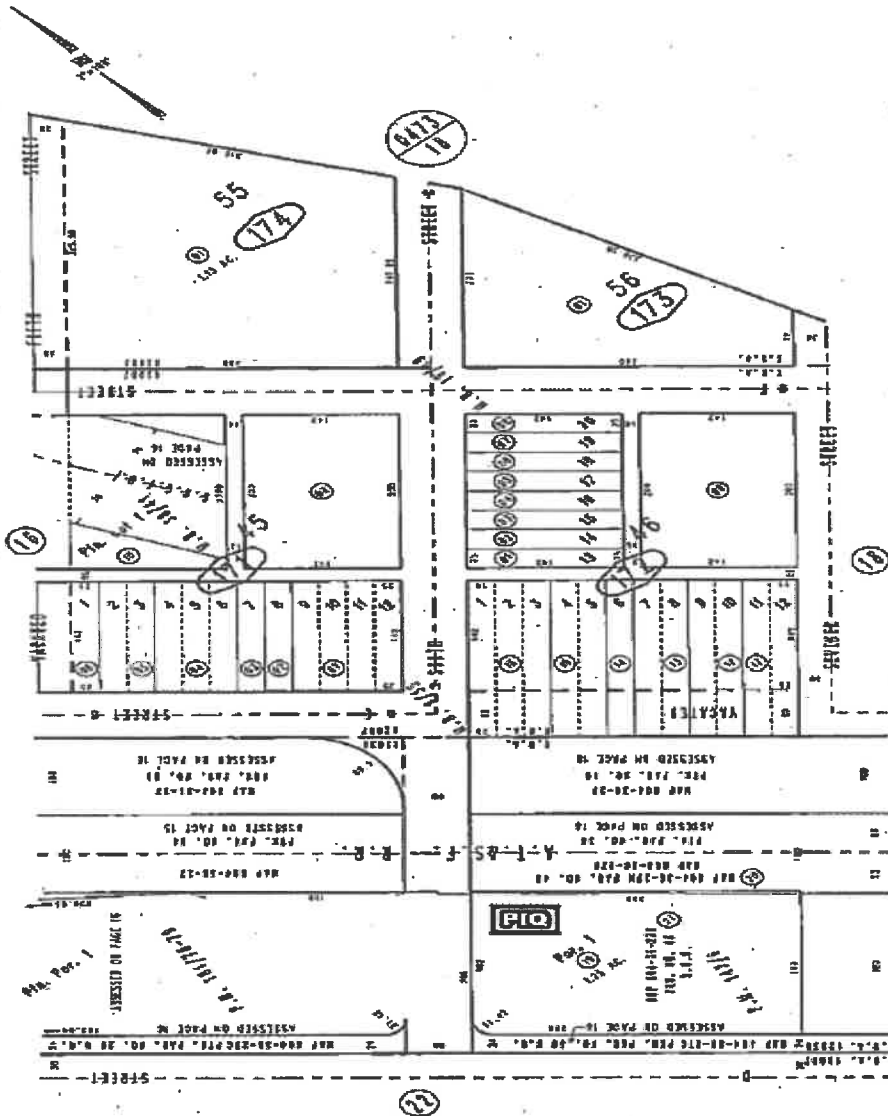
Addresses

**CITY OF VICTORVILLE
14343 CIVIC DRIVE
VICTORVILLE, CA 92393
ATTN: CITY CLERK
(RECORD OWNER)**

City of Victorville
Tax Rate Area
12003, 12007, 12030

Pln. Town of Victor, M.B. 9/35

FOR MAP & FOR THE PURPOSE
OF THE TOWN OF VICTOR, M.B.



REVIEW
02/18/22

Assessor's Map
Book 0478 Page 17
San Bernardino County

Pln. N.W. 1/4, Sec. 10
T.5N., R.4W.

Pln. Parcel Map No. 18914, P.W. 11/17/18-21
Parcel Map No. 12552, P.W. 11/7/18
Pln. Tract No. 2135, M.B. 38/11
Amended Map of Victorville, M.B. 19/19

June 2004

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Order: 00169300

Page 1 of 1

Requested By: Kevin McGhee , Printed: 2/1/2022 3:26 PM

Doc: 478-17 MAP ASSESSOR



Chicago Title Company

APN

0478-161-060

Victorville Transportation

ISSUING OFFICE: 4911 Birch Street, Newport Beach, CA 92660

February 5, 2022

=addressee=

Order No.: 00169301-987-OC1-K27

Property Address: Vacant Land, Victorville, CA
Seller: CITY OF VICTORVILLE
Buyer:

We appreciate this opportunity to serve you. Enclosed please find your Policy of Title Insurance. Please call us immediately if you have any questions or concerns.

Sincerely,

Chicago Title Company

Escrow Contact:
OAC/Payoff OC Commercial
(949) 724-3117
CTCommercialtitleNewport@fnf.com

Title Contact:
John Balassi/Jason Silva (OC/Comm)
(949) 724-3117
CTCommercialTitleNewport@ctt.com



LITIGATION GUARANTEE

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company
GUARANTEES

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - (a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
 - (b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return address for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.


THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE. IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused this Guarantee to be signed and sealed as of the date of policy shown in Schedule A, the Guarantee to become valid when countersigned by an authorized signatory.

Countersigned:


By: 
Authorized Signature



By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

GUARANTEE EXCLUSIONS AND CONDITIONS (06-05-14)

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary

information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay;

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If

requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at Chicago Title Insurance Company, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

LITIGATION GUARANTEE**SCHEDULE A**Order No.: **00169301-987-OC1-K27**Guarantee No.: **CA-FBSC-IMP-72021-1-22-00169301**Amount of Liability: **\$10,000.00**Date of Guarantee: **January 24, 2022 at 7:30 AM**Fee: **\$500.00**

1. Name of Assured:

State of CA Dept of Transportation

2. The estate or interest in the Land that is the subject of this Guarantee is:

A FEE

3. This Land referred to in this Guarantee is situated in the State of California, County of San Bernardino, and is described as follows:

See Exhibit A attached hereto and made a part hereof.

4. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to Condemnation. It shall not be used or relied upon for any other purpose.

5. **ASSURANCES:**

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

a. Title to the estate or interest is vested in:**CITY OF VICTORVILLE, a California municipal corporation**

b. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.

c. The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named herein and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4.

d. The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to above in paragraph 4. However, no return address for mailing after recording is shown in Schedule C as to those current interest holders.

e. The return address for mailing after recording, if any, as shown on each document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown above in paragraph 5(a), are as shown in Schedule C.

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1 OF PARCEL MAP NO. 14994, IN THE CITY OF VICTORVILLE, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED NOVEMBER 27, 1996 IN BOOK 181, PAGES 78 AND 79, OF PARCEL MAPS, RECORDS OF SAID COUNTY.

APN: 0478-161-06-0-000

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

Part I

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2022-2023.
- B. There were no taxes levied for the fiscal year 2021-2022 as the property was vested in a public entity.

Affects: [APN: 0478-161-06-0-000](#)

- C. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.
2. Reservations contained in the Patent

From: The United States of America
Recording No: [Book K, Page 18](#), of Patents

Which among other things recites as follows:

Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of the courts, and the reservation from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

3. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The County of San Bernardino
Purpose: Street purposes
Recording No: [Book 1148, Page 457](#), of Official Records
Affects: As described therein.

4. Any irregularities, reservations, easements or other matters in the proceedings occasioning the abandonment or vacation of the street/road shown below:

Name: Second Street
Recording Date: August 07, 1970
Recording No: [Book 7494, Page 924](#), of Official Records
Affects: As described therein.

**SCHEDULE B – Part I
(Continued)**

5. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: The Victor Valley Redevelopment Project Area of the Redevelopment Agency of the Victor Valley Economic Development Authority
Recording Date: July 15, 1992
Recording No: [92-292935, of Official Records](#)

An agreement to modify the terms and provisions of the said document, as therein provided

Recording Date: December 29, 1993
Recording No: [93-565775, of Official Records](#)

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, genetic information, medical condition, citizenship, primary language, and immigration status, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: December 18, 1996
Recording No: [19960462770, of Official Records](#)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: GTE California Incorporated, a corporation
Purpose: Public utilities
Recording Date: June 24, 1998
Recording No: [19980240765, of Official Records](#)
Affects: As described therein.

8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: July 07, 1998
Recording No: [19980260754, of Official Records](#)
Affects: As described therein.

**SCHEDULE B – Part I
(Continued)**

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The State of California
Purpose: Maintenance of electrical installation related to the traffic signal
Recording Date: July 21, 1998
[Recording No:](#) [19980284262, of Official Records](#)
Affects: As described therein.

10. Matters contained in that certain document

Entitled: Reciprocal Access and Easement Agreement
Dated: November 10, 1998
Executed by: The City of Victorville, a municipal corporation and Tosco Corporation
Recording Date: December 28, 1998
[Recording No:](#) [19980552174, of Official Records](#)

Reference is hereby made to said document for full particulars.

11. An irrevocable offer to dedicate an easement over a portion of said Land for

Purpose(s): Water system and appurtenant structures
Recording Date: May 23, 2000
[Recording No:](#) [20000182759, of Official Records](#)
Affects: As described therein.

12. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Victor Valley Water District, a body corporate and politic (a County water district) of the State of California, for the use and benefit of Victor Valley Water District
Purpose: Pipelines, utilities, and access
Recording Date: May 23, 2000
[Recording No:](#) [20000182760, of Official Records](#)
Affects: As described therein.

13. Matters contained in that certain document

Entitled: Site Lease
Dated: May 01, 2007
Executed by: The City of Victorville and the Victorville Joint Powers Financing Authority
Recording Date: May 07, 2007
[Recording No:](#) [2007-0276970, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

**SCHEDULE B – Part I
(Continued)****14. Matters contained in that certain document**

Entitled: Lease Agreement
Dated: May 01, 2007
Executed by: Victorville Joint Powers Financing Authority and City of Victorville
Recording Date: May 07, 2007
Recording No: [2007-0276971, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

An agreement to modify the terms and provisions of the said document, as therein provided

Executed by: Victorville Joint Powers Financing Authority and City of Victorville
Recording Date: July 18, 2007
Recording No: [2007-0423279, of Official Records](#)

15. Matters contained in that certain document

Entitled: Assignment Agreement
Dated: May 01, 2007
Executed by: Victorville Joint Powers Financing Authority and The Bank of New York Trust Company, N.A.
Recording Date: May 07, 2007
Recording No: [2007-0276972, of Official Records](#)

Reference is hereby made to said document for full particulars.

Affects: The herein described Land and other land.

SCHEDULE B

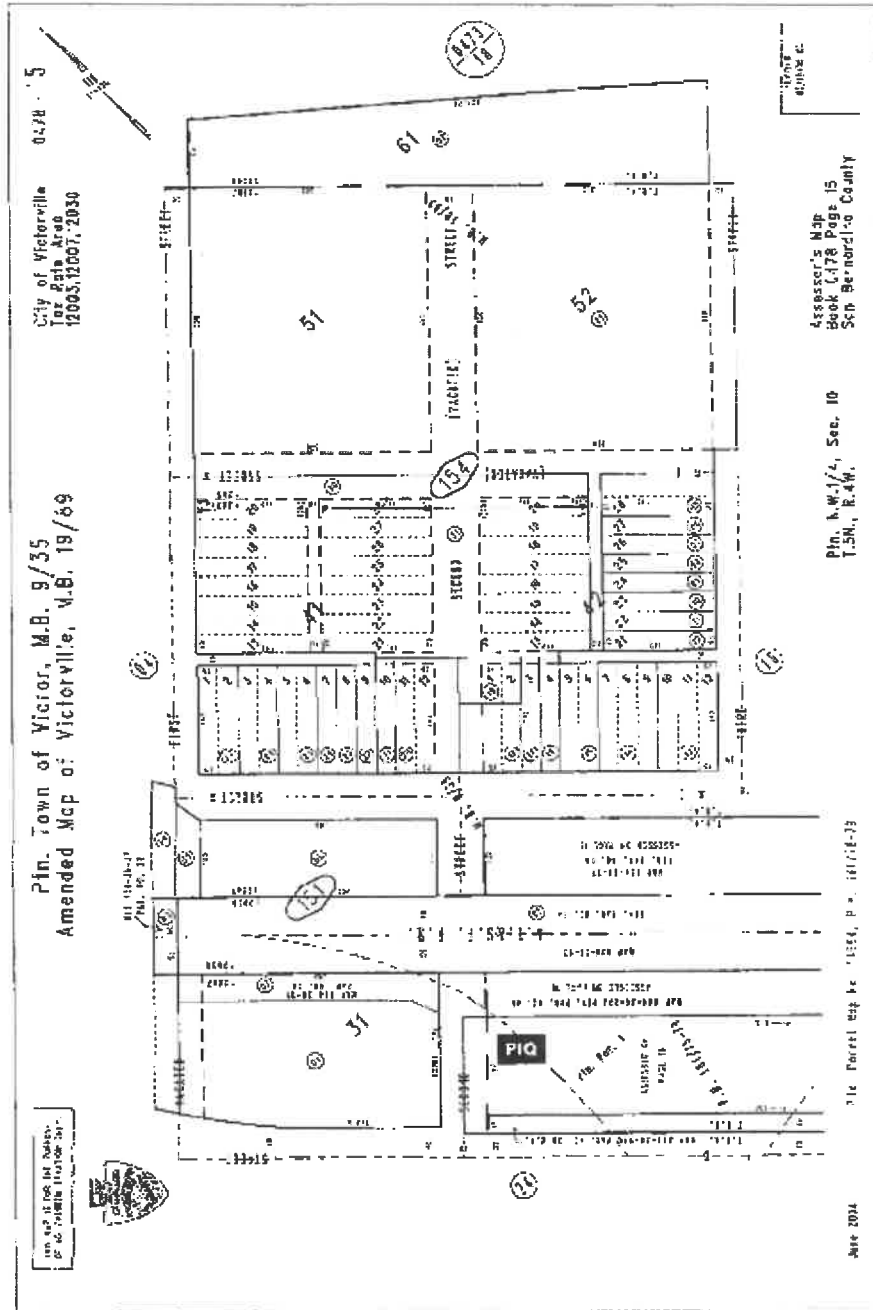
Part II

NONE

SCHEDULE C

Addresses

**CITY OF VICTORVILLE
14343 CIVIC DRIVE
VICTORVILLE CA 92392
(RECORD OWNER)**

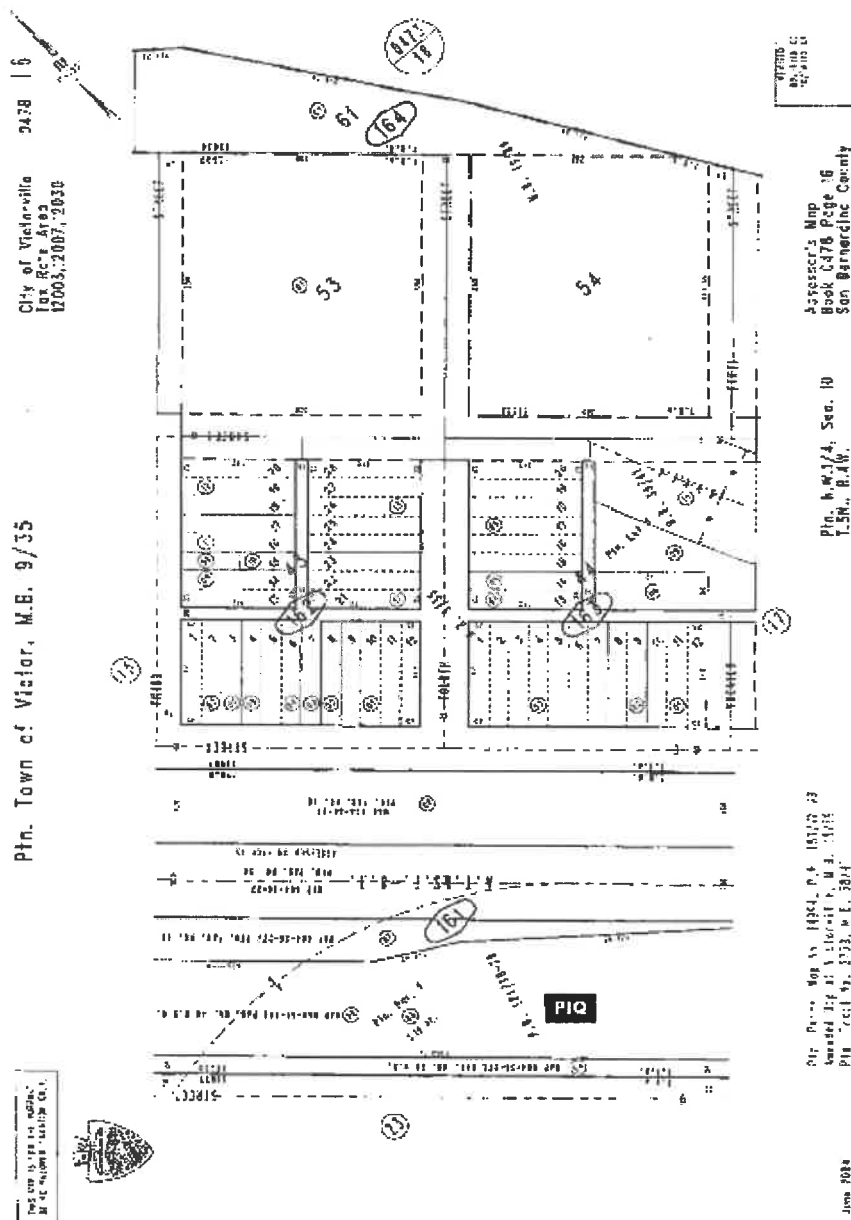


This map is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except in the event a policy of title insurance is expressly endorsed, if any, the Company does not insure dimensions, distances, location of easements, or any other matters shown thereon.

Map Order Search
Doc: SB:A-478-15

Page 1 of 1

Requested by: mgreene, Printed: 2/2/2022 7:38 AM

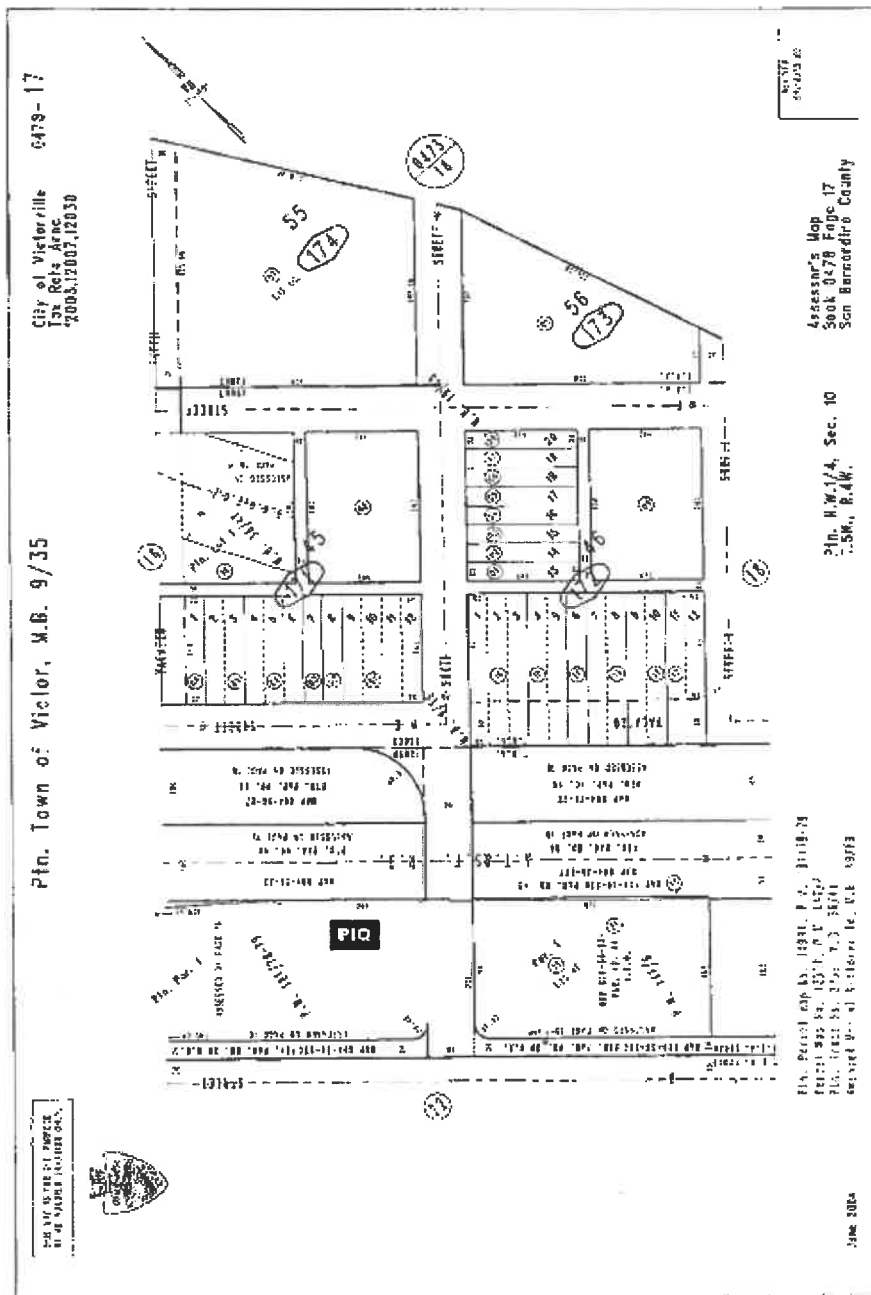


Topographical map being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is extended to confirm the endorsement, if any, the Company does not warrant dimensions, distances, location of easements, or range of other matters shown thereon.

Doc. 5B:A 4/8 16

Page 101

Requested by: mcghee k, Printed: 2/1/2022 3:53 PM



This map is being furnished as an aid in locating the herein described land and in relation to adjoining streets, natural boundaries and other facts, and is not a survey of the land depicted. Except in the event a policy of title insurance is expressly modified by endorsement, in any case, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Non-Order Search
Doc: SB:A 478-17

Page 1 of 1

Requested By: mcb@eek, Printed: 2/2/2022 7:38 AM

08 - SBD - 018 **PM 90.9 / 96.6**

Report No.: 25450

Project No.: 0818000016

Exp. Auth. No.: **1J300**

Fed. Aid No.:

HQ RW Approved:

District Approved:

25450-1 thru -7

<u>Report No.</u>	<u>District</u>	<u>County</u>	<u>Route</u>	<u>P.M.</u>	<u>EXP Auth</u>	<u>Fed. Proj. No.</u> <u>Parcel No.</u>	<u>Project No.</u>
25450	08	SBD	018	95.8	1J300	25450-1 thru -7	0818000016

Project Limits: IN APPLE VALLEY AND VICTORVILLE FROM APPLE VALLEY INN ROAD/DALE EVANS
PARKWAY TO RTE 15/18 SEP

Type of Road and Title Required: Conventional Highway / Fee & TCE

DATES:

Freeway Agmt	Env. Clearance	Appraisal	FY Acquisition	Certification	FY Const
N/A	5/23/2022	06/09/2023	2022/2023	4/2/2024	2024/2025
District Approved			Headquarters Approved		
Parcels: New 1	Rev. 0		Parcels: New 0	Rev. 0	

The appraisals contained herein are confidential and have been prepared for Department use only as a step in the eminent domain process upon which to base offers of settlement and thereafter acquire said parcels by condemnation if the offer is refused.

The undersigned appraised the properties contained herein and recommend approval of his report:

Appraiser, R/W Agent Range B

N/A

Associate R/W Agent

STEPHEN P. HENSLEY

Calculations, Content, and Arrangement
verified by:

Daniel Liao

The undersigned has reviewed and approves or recommends approval of this report and certifies that the requirements of the R/W Manual have been met.

APPROVED: ☒

RECOMMENDED FOR APPROVAL ☐

Chief, Appraisal Branch
District 08

SHANNON SMITH

APPROVED: ☐

RECOMMENDED FOR APPROVAL ☐

Deputy District Director, R/W
District 08

APPROVED: ☐

RECOMMENDED FOR APPROVAL ☐

Date: June 19, 2023

JUST COMPENSATION APPROVED
PER DELEGATED AUTHORITY:

\$9,500.00

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
SENIOR FIELD REVIEW CERTIFICATE AND
APPRAISAL REVIEW REPORT

EXHIBIT
7-EX-24A(NEW 9/2020)


<u>District</u>	<u>County</u>	<u>Route</u>	<u>PM</u>	<u>EA</u>	<u>Project No.</u>	<u>Report No.</u>
08	SBD	018	95.8	1J300	0818000016	25450

1. I have not personally inspected the subject property nor the comparable market data. I have read this report and I am satisfied with the relative comparability noted. I am familiar with the subject property neighborhood and general area and I have relied upon the photographs and exhibits in this report in analyzing and concurring in the conclusions contained herein.
2. The highest and best use of each property, as shown in the report, is reasonable and proper.
3. Gross Income Multipliers are ☐ supported with factual data. ☒ Not applicable.
4. The Cost Approach is ☒ supported by data from recognized sources. ☐ Not applicable.
5. The Income Approach to value, including the interest rates, is ☐ supported by data from the market. ☒ Not applicable.
6. Damages, Benefits and Construction Contract Work are ☒ correct and are supported in accordance with existing instructions. ☐ Not applicable.
7. The amount listed for each parcel in the certificate is the market value amount approved or recommended for approval to govern negotiation and settlement.
8. I understand that the approved value may be used in connection with a Federal Aid highway project.
9. I have no direct or indirect, present or contemplated future personal interest in such property or in any benefit from the acquisition of such property appraised.
10. The amount approved or recommended for approval is not a directed amount; it was arrived at fairly, without coercion, and is based on appraisals and other factual data of record.

COMMENTS:

<u>PARCEL NO.</u>	<u>APPRAISED VALUE</u>	<u>DAMAGES</u>	<u>C. C. W.</u>	<u>BENEFITS</u>
25450-1 thru -7	\$9,500.00	\$0.00	\$0.00	\$0.00

June 19, 2023
(Date)


SHANNON SMITH

Chief, Appraisal Branch San Bernardino Office

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF APPRAISER
RW 7-6 (REV 6/2003)

<u>District</u>	<u>County</u>	<u>Route</u>	<u>PM</u>	<u>EA</u>	<u>Project No.</u>	<u>A.R. No.</u>
08	SBD	018	95.8	1J300	0818000016	25450

I Hereby Certify:

That I have personally inspected the property herein appraised and that the property owners have 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 said appraisal has also been made. The subject and the comparable sales relied upon in making said appraisal were as represented by the photographs contained in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct, subject to limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a highway to be constructed by the State of California with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, Title VI of the 1964 Civil Rights Act, and regulations, policies and procedures applicable to appraisal of right of way for such purposes; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no direct or indirect present or contemplated future personal interest in such properties or in any benefit from the acquisition of such properties appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the California Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State 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.

That my opinion of the total fair market value for Parcel 25450-1 thru -7, included in this report and made a part hereof by reference, as of June 9, 2023, is \$9,500.00 and that such conclusion was derived without collusion, coercion or direction as to value.


STEPHEN P. HENSLEY

June 13th, 2023

(Date)

INTRODUCTION

PURPOSE

The purpose of this appraisal report is to estimate the fair market value of one parcel of real property required for the construction of highway improvements along State Route-18 (SR-18), in the city of Victorville, county of San Bernardino. The property interests appraised herein consists of Fee Simple Estate and Temporary Construction Easement. The subject property is located within the project limits along State Route 18, beginning at PM (Post Mile) 90.9 to PM 96.6. Based on Right of Way Map Numbers RW000416-04 through -09, dated July 21st, 2022 and revised January 31st, 2023, construction in the manner proposed necessitates seven partial acquisitions from this property. The State Parcel Number will be referred to as Parcel No. 25450-1 through -7.

PROJECT DESCRIPTION

The California Department of Transportation (Caltrans) is proposing to rehabilitate pavement along SR -18 between Apple Valley Inn Road and Interstate 15 (I-15) to improve ride quality, extend pavement service life, and reduce maintenance efforts. This project is in San Bernardino County and its limits extend from post-mile (PM) 90.9 in the town of Apple Valley to PM R96.6 in the city of Victorville.

The selected pavement strategy involves milling and overlaying existing lanes with 0.2-foot rubberized hot mix asphalt – gap graded (RHMA-G). The shoulders will be overlayed with variable thickness RHMA-G to eliminate existing pavement drop off at the edge of the travel way and achieve standard shoulder slope. For locations with more extensive pavement distress, the milling depth will be increased to 0.4-foot and hot mix asphalt – Type A (HMA-A) will be used for the overlay.

Other improvements under this project include upgrading Americans with Disabilities Act (ADA) non-compliant curb ramps and non-standard guardrail systems; constructing new curb ramps, sidewalks, and driveways at specified locations; installing LED lighting, a pedestrian hybrid beacon at one intersection, signs for Class III bike route and enhanced visibility crosswalks; replacing non-standard sign panels; rehabilitating one drainage inlet and improving the Hesperia Road and SR-18 intersection.

SCOPE OF THE REPORT

The scope of this appraisal report involved a visual inspection of the acquisition area and its environs as it relates to the physical, legal, and economic factors of processing, collecting, and confirming data that was used by the appraiser to develop a credible opinion of the indicated Fair Market Value as defined herein. It is the appraiser's intent that, the appraisal assignment be performed in such a manner that, the results of the analyses, opinions, or conclusions be those of a disinterested third party, that all appropriate data deemed pertinent to the solution of the appraisal problem be collected, confirmed, and reported in conformity with Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policy of 1970 as amended and the California Code of Civil Procedure.

The data and comparable sales verification was obtained and/or confirmed using primary and secondary data sources including: (1)LandVision; (2)Stewart Title; (3)Multiple Listing Service (MLS); (4)Local Brokers, Realtors, Appraisers and Assessor's Records; (5)CoStar; (6)Buyers (Grantees) and Sellers (Grantors).

The sales search was conducted throughout the surrounding areas. Zoning, municipal services, and planning information was obtained from the planning department in San Bernardino County.

FAIR MARKET VALUE

This appraisal is being made pursuant to Caltrans Right of Way Manual, Section 7.01.01.01, as taken from Section 1263.320 of the Code of Civil Procedure.

Fair Market Value is defined as follows:

(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, not obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

PROPERTY RIGHTS APPRAISED

In the valuation of the subject property, the property rights appraised herein consist of fee simple estate and temporary construction easement.

Fee Simple Estate is defined in The Appraisal of Real Estate (15th Edition), as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

An easement is defined in The Appraisal of Real Estate (15th Edition), as follows:

An easement is an interest in real estate that transfers use, but not ownership, of a portion of an owner's property. Easements usually permit a specific portion of a property to be used for identified purposes, such as access to an adjoining property or as the location of a certain underground utility. Clearly a property that enjoys the benefit of an easement gains additional rights, while a property that is subject to an easement is burdened. Easement rights can be transferred in perpetuity or for a limited time period.

Furthermore, a temporary easement is defined in The Dictionary of Real Estate Appraisal (7th Edition), as follows:

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

DEFINITION OF LARGER PARCEL

Larger Parcel is defined in The Dictionary of Real Estate Appraisal (7th Edition), as follows:

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

HIGHEST AND BEST USE

Highest and Best Use is defined by the Appraisal Institute in The Appraisal of Real Estate (15th Edition), as follows:

The reasonably probable use of property that results in the highest value.

The Appraisal Institute goes on to further state in The Appraisal of Real Estate (15th Edition):

To be reasonably probable, traditionally a use must meet certain conditions:

- *The use must be physically possible (or it is reasonably probable to render it so)*
- *The use must be legally permissible (or it is reasonably probable to render it so)*
- *The use must be financially feasible.*

Uses that meet the three criteria of reasonably probable uses are tested for economic productivity, and the reasonably probable use with the highest value is the highest and best use.

BASIS OF VALUE

The valuation of any parcel of land should consider utilizing the three approaches to value: The Income Approach, the Cost Approach and the Sales Comparison Approach to Value. The Income Approach identifies the ability of property to produce an income stream on a net annual basis. The Cost Approach identifies the value of vacant land and the cost associated to construct improvements less any accrued depreciation for physical deterioration, functional obsolescence, and external obsolescence. The Sales Comparison Approach to Value utilizes the principle of substitution in that the value of acquiring a property is set at the cost of acquiring an equally desirable property.

In determining the value of the subject property, the appraiser has utilized the Sales Comparison Approach and Cost Approach to Value as this is a partial acquisition and only land and minor improvements are affected. The Income Approach to Value is not appropriate for this report as this is a partial acquisition and no major structures are affected.

The market data utilized in this report is the most comparable for valuing the subject property and consists primarily of sales of similar and competing unimproved, vacant land within the immediate and surrounding area. Severance Damages and Benefits to the property will be analyzed and reported.

REGION AND AREA DESCRIPTION

Located in the southeast portion of the State of California, the deserts and mountains of San Bernardino County stretch from the out-skirts of the densely populated Riverside-San Bernardino Area to the Nevada border and the Colorado River. The County seat is in the city of San Bernardino. The more urbanized southwestern portions of the County are popularly known as the Inland Empire. San Bernardino County is the largest county in the United States by area and is larger than each of the nine smallest states.

The rapid expansion of the Inland Empire can be attributed to the increasingly high land values in Los Angeles and Orange Counties and to the continued development of the most extensive freeway system in the world. This freeway system allows workers who live in San Bernardino County to commute to Los Angeles and Orange County employment centers. Because of the freeway congestion that results from daily commuters, and the lower land costs in San Bernardino County, businesses are locating closer to the labor pool of the Inland Empire. Many local city councils are also attempting to attract major employers to relocate to their area by offering major financial incentives.

It is expected that San Bernardino County will continue to enjoy significant growth over the next ten to twenty years. The primary reasons for this projected growth pattern are as follows: Spill-over growth and demand from the Los Angeles area as Los Angeles becomes the financial center of the Pacific Rim; The availability of large parcels of vacant undeveloped land; lower land and housing costs; a strong, inexpensive labor pool; support by local government for new development; and easy access to the area by road, railroad, and/or air.

Real estate values in the region are influenced by social, economic, governmental, and environmental forces. Social forces include population growth and density, public attitudes, and reputation. Economic factors include the availability of land, price, income levels, employment trends, rent levels, vacancy levels, absorption rates, and the availability of credit. Governmental forces include land use planning, zoning, building regulations, police power, and eminent domain.

The project is located within the region of San Bernardino County known as Victor Valley or the "High Desert". The region consists of Victorville, Apple Valley, Hesperia, Adelanto, and Barstow. The project itself is bordered by the town of Apple Valley and the city of Victorville.

Victorville is 73.18 square miles and has a population of 135,950 according to the 2020 US Census. Victorville has a 55.7% owner occupied housing unit rate and a median value of \$235,700 for owner occupied housing units. The median household income is \$55,155. Victorville boasts of having Global Access, which contains the 2,500 acre Southern California Logistics Airport, containing a 15,050 foot long runway, and the 3,500 acre Southern California Rail Complex. The facility is utilized by Boeing, GE Aviation, Rubbermaid, and Dr. Pepper Snapple Group.

Apple Valley is 73.19 square miles and has a population of 76,224 according to the 2020 US Census. Apple Valley has a 64.7% owner occupied housing unit rate and a median value of \$270,400 for owner occupied housing units. The median household income is \$54,929. Apple Valley became an official town when residents voted for incorporation in 1988. Local historians have found signs of Serrano

Indian camps along the Mojave River in Apple Valley. They were already there when Father Francisco Garces arrived in 1776, as he established the Spanish missions throughout California. In the late 1800s, the Paiute Indians also migrated to this area. The Mojave River Trail hosted trappers, gold prospectors, pack mules and Mormon wagon trains—over 13,000 people passed through here between 1849 and 1859. It was in 1860 that the first cabin was built in Apple Valley by Silas Cox, and the first road was cut the following year.

ZONING

City of Victorville: The zoning designation of the subject property and comparable data consists of SP (Specific Plan). A brief discussion of the purpose of this zoning designation as described in the city of Victorville's Specific Plans are listed below:

SP, Specific Plan – Specific plans also are required to conform to the General Plan. Specific Plans typically serve as both General Plan and zoning document for a particular area, providing more focused guidance and regulation. They generally include a land use plan, circulation plan, infrastructure plan, development standards, design guidelines, phasing plan, financing plan, and implementation plan.

Civic Center Community Sustainability Specific Plan

Civic Business Center – This designation provides for professional office uses and associated retail/service uses that serve the neighboring government/service districts. Typical uses include private entities such as lawyers, architects, doctors, real estate, insurance, etc. This district also allows public uses such as parks, parking lots, recreation/ entertainment facilities, and libraries. The minimum net lot area is 10,000 s.f. with a maximum floor area ratio (FAR) of 2.0.

Old Town Victorville Specific Plan

Mixed-Use Service/Mixed-Use Retail – Site designs should be pedestrian-oriented, not dominated by parking lots, automobile use, or unattractive utilities. The preservation and enhancement of trees, topography, and other natural features existing on the site is encouraged. Mixed-use buildings shall be at least two stories tall. To help further create a sense of urban enclosure along the street, it is encouraged that buildings be constructed to a height of three to four stories. Buildings should contain a mixture of residential with ground-floor retail and small office uses. Residential areas should be confined to the upper floors and along alleys. Commercial space, primarily comprising restaurants, cafés, and neighborhood-serving retail, should be located on the building's ground floor, facing onto the street. Horizontal mixed-use projects (residential located at the rear) have a minimum lot size requirement of five-acres. Vertical mixed-used projects (commercial first floor, residential top floors) have no minimum lot size requirement. Residential density for horizontal mixed use projects is 18 to 25 dwelling units per acre while vertical mixed use projects allow up to 35 dwelling units per acre. The floor area ratio is 0.6 to 3.0.

UTILITIES

Public utilities within the project area are furnished by the following companies:

Electricity – Southern California Edison Company, High Desert Power

Gas – Southwest Gas Corporation

Cable TV, Phone & Internet – Spectrum, Verizon, AT&T, and Frontier

Water – City of Victorville Water, Liberty Utilities, Golden State Water Company

Garbage – City of Victorville Trash & Recycling, Apple Valley Waste Inc.

CERTIFICATE OF SUFFICIENCY

The subject property has been valued based on the Right of Way Maps contained herein. The Certificate of Sufficiency for these maps was signed on June 1st, 2023, by Jennifer Chuang, Project Engineer and on June 2nd, 2023 by Haytham Iwais, Senior Design Engineer, certifying the right of way and degree of access control are correct for Parcel No. 25450.

HAZARDOUS WASTE AND MATERIALS

The subject property has been valued as if free and clear of hazardous waste. This appraiser did not observe any existence of hazardous material; however, the appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of the subject property and inquiries about the subject property did not reveal any information that indicated an apparent significant hazardous substance or detrimental environmental conditions that would affect the property in a negative manner. The subject property is considered free of significant hazardous material. If at a later date it is found that this property is contaminated, then the effect on the property's current or future use, the present and/or future remediating actions and costs, and the estimated impact on the market value will be determined.

ALQUIST-PRIOLO

The California Department of Conservation, California Geological Survey has identified an earthquake fault near the subject property. The area is mapped on the Fault Activity Map of California dated 2010. The Helendale fault, a Holocene fault (orange) located in the Apple Valley fault zone, is a diagonally trending fault, approximately 55 miles in length. The fault is located is approximately 15 miles east of the subject property.

The faults are color-coded and designated into one of five categories: historic (red)(recorded history), Holocene (orange)(now to 11.7 thousand years ago), late Quaternary (green)(11.7 thousand to 500,000 years ago), undivided Quaternary (purple)(500,000 to 2.588 million years ago), and pre-Quaternary (black)(pre 2.588 million years ago).

Although it is not possible to tell if a fault will be reactivated, we assume that if a fault has been active for millions of years and has been active in historic or recent geologic (Quaternary) time, it is very likely to become active again. This assumption is borne out by studies of historically active faults in California and elsewhere.

In California, special definitions for active faults were devised to implement the Alquist-Priolo Earthquake Fault Zoning Act of 1972, which regulates development and construction in order to avoid the hazard of surface fault rupture. The State Mining and Geology Board established Policies and Criteria in accordance with the Act. They defined an "active fault" as one which has "had surface displacement within Holocene time (about the last 11,000 years).

FLOOD ZONE

The Federal Emergency Management Agency (FEMA) has indicated via the FEMA Flood Map Service Center that, the subject property is located in the county of San Bernardino, in Flood Zone Panel 06071C5820J, Flood Zone Date of September 2nd, 2016, and shows the subject property to be in Flood Zone X(Unshaded).

Zone A represents areas with a 1% annual chance of flooding and a 26% chance of flooding over the life of a 30-year mortgage. No detailed analyses are performed for such areas and no depths or base flood elevations are shown.

Zone AE represents the base floodplain where base flood elevations are provided.

Zone A1-30 represents the numbered A Zones (e.g. A7 or A14). This is the base floodplain where the FIRM (Flood Insurance Rate Map) shows a BFE (Base Flood Elevations) (old format).

Zone AH represents areas with a 1% annual chance of shallow flooding, usually in the form of a pond, with an average depth of 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at select intervals within these zones.

Zone AO represents river or stream flood hazard areas, and areas with a 1% or greater chance of shallow flooding each year, usually in the form of sheet flow, with an average depth ranging from 1 to 3 feet. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Average flood depths derived from detailed analyses are shown within these zones.

Zone AR represents areas with a temporarily increased flood risk due to the building or restoration of a flood control system (such as a levee or dam). Mandatory flood insurance purchase requirements will apply, but rates will not exceed the rates for unnumbered A zones if the structure is built or restored in compliance with Zone AR floodplain management regulations.

Zone A99 represents areas with a 1% annual chance of flooding that will be protected by a Federal flood control system where construction has reached specified legal requirements. No depths or base flood elevations are shown within these zones.

Zone B and X (shaded) represent areas of moderate flood hazard, usually the area between the limits of the 100-year and 500-year floods. Zone B are used to designate base floodplains of lesser hazards, such as areas protected by levees from 100-year flood, or shallow flooding areas with average depths of less than 1 foot or drainage areas less than 1 square mile.

Zone C and X (unshaded) represent areas of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level. Zone C may have ponding and local drainage problems that don't warrant a detailed study or designation as base floodplain. Zone X is the area determined to be outside the 500-year flood and protected by levee from 100-year flood.

Zone D represents an area with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.

Zone V represents coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. No base flood elevations are shown within these zones.

Zone VE, V1-30 represents coastal areas with a 1% or greater chance of flooding and an additional hazard associated with storm waves. These areas have a 26% chance of flooding over the life of a 30-year mortgage. Base flood elevations derived from detailed analyses are shown at selected intervals within these zones.

DATE OF VALUE

The Date of Value of this appraisal report is June 9th, 2023.

ASSUMPTIONS AND LIMITING CONDITIONS

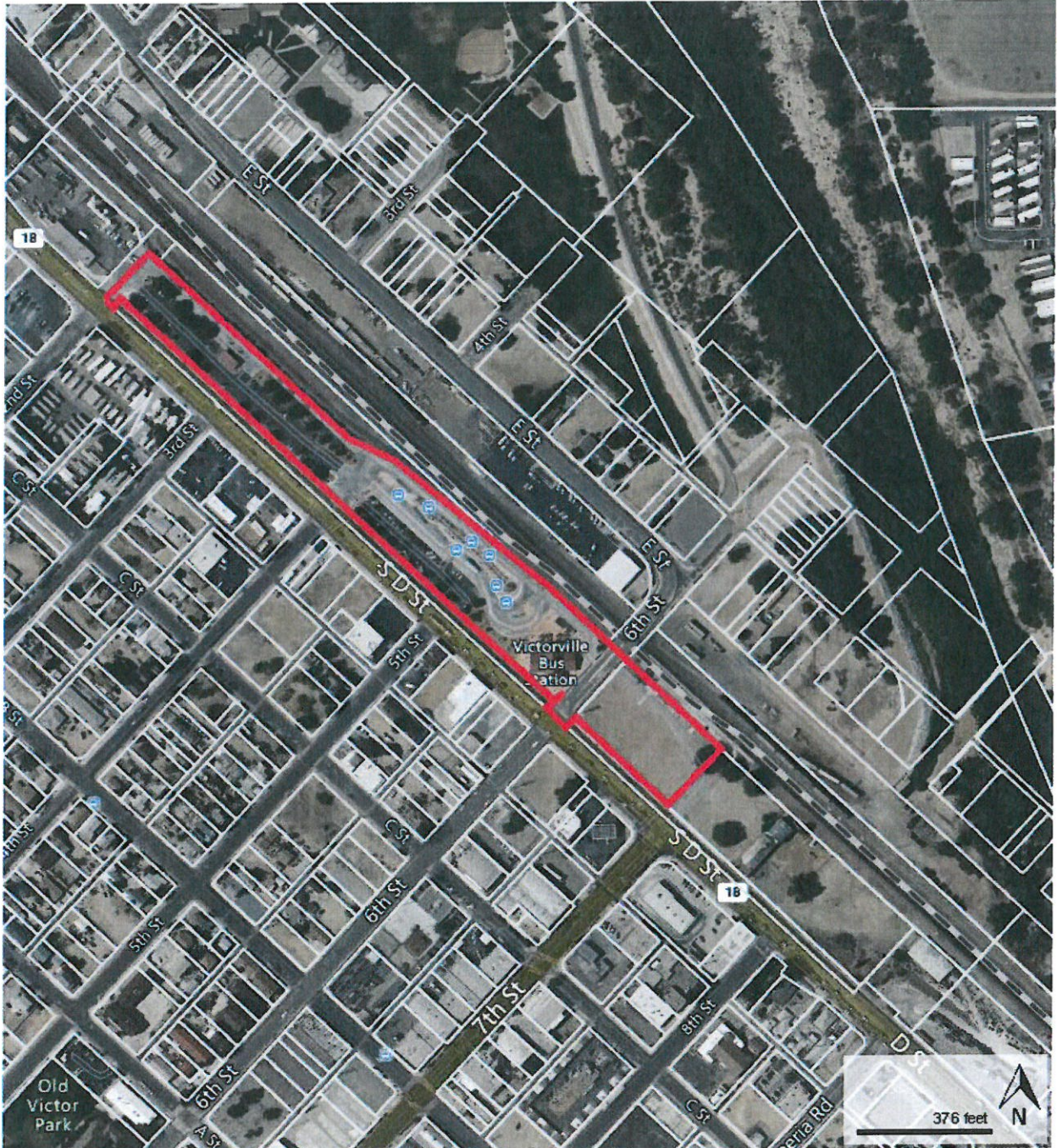
This appraisal report is subject to the following general assumptions and limiting conditions:

1. It is assumed that title to subject lands is held in fee simple interest as of the effective date of valuation. The interest appraised is based on the property requirements identified in this report. The date of value is June 9, 2023. The appraiser personally inspected the subject property on February 2nd, 2023; March 15th, 2023; June 9th, 2023. The appraiser assumes no liability for economic or physical factors occurring at some later date, which may affect the opinions herein stated.
2. Factual information presented in this report has been furnished by or obtained from sources that are considered reliable and believed to be true and correct. No responsibility is assumed for errors and omissions, nor for information not disclosed which might otherwise affect the value estimate. The right is reserved to re-evaluate any such information that may be disclosed later.
3. It is assumed that the legal descriptions are accurate and titles are good and marketable.
4. The property is appraised free and clear of any and all encumbrances, except as may be specifically discussed in this report.
5. A land survey was made by Cristian Zamora, a licensed land surveyor. The appraiser has relied on the markings as laid out in the field and the surveyor's notes. The property boundaries, dimensions, and areas shown and/or referred to herein are assumed to be correct.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover these conditions and/or their affect.
7. The appraiser has relied on the hazardous waste report supplied and assumes no responsibility for any subsequent findings.
8. It is assumed that the subject property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, described, and considered in the appraisal report.
9. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless nonconformity has been identified, described, and considered in the appraisal report.
10. It is assumed that the utility of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the appraisal report.

11. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific survey or analysis of this property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. Since compliance matches each owner's financial ability with the cost-to-cure the property's potential physical characteristic, the real estate appraiser cannot comment on compliance with ADA. A brief summary of the subject's physical aspects is included in this report. It in no way suggests ADA compliance by the current owner. Given that compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject does not consider possible non-compliance. Specific study of both the owner's financial ability and the cost-to-cure any deficiencies would be needed for the Department of Justice to determine compliance.
12. The appraisal is to be considered in its entirety and use of only a portion thereof will render the appraisal invalid.
13. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose other than the client without the previous written consent of Caltrans.
14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or Caltrans) shall be disseminated to the public through advertising, public relations, news, sales, or any other media without the prior written consent and approval of Caltrans.
15. Acceptance and/or use of the appraisal report constitutes acceptance of all assumptions and limiting conditions stated in this report.
16. An inspection of the subject property revealed no apparent adverse easements, encroachments or other conditions, which currently impact the subject. However, the exact locations of typical roadway and utility easements, or any additional easements, which would be referenced in a preliminary title report, were not provided to the appraiser. The appraiser is not a surveyor nor qualified to determine the exact location of the easements. It is assumed typical easements do not have an impact on the opinion(s) of value as provided in this report. If, at some future date, these easements are determined to have a detrimental impact on value, the appraiser, reserves the right to amend the opinion(s) of value.

17. The value premises cited are foundational and basic to the values reported herein and the right is reserved to revise and/or rescind the appraisal opinions in the event the conditions are modified to any extent.
18. This appraisal was performed to establish "Fair Market Value" for an acquisition under the Uniform Relocation and Real Properties Acquisition Act of 1970 as amended in 2005 (49 CFR, part 24.103a), The Uniform Standards of Professional Appraisal Practice, and The Uniform Appraisal Standards for Federal Land Acquisitions.
19. No one other than the appraiser signing this report has prepared the analysis, conclusions and opinions concerning real estate that are set forth in this appraisal.
20. This report is made for the exclusive use of the clients: The Division of Right of Way and the Office of Right of Way Acquisition. The intended use of this report is for the acquisition of the property appraised herein. The intended users are the Office of Right of Way Acquisition and the grantor. The grantor will receive a copy of the appraisal in compliance with Assembly Bill 1322 of 2007. Neither the report nor any conclusions set out therein have been divulged to anyone other than the client and their authorized agents. Parties other than those listed above are not authorized to reproduce this report without the express consent of District 08, Office of Right of Way, Appraisal Branch.

Parcel No. 25450-1 thru -7



APN: 0478-161-06-0000

Parcel No. 25450-1 thru -7



View looking north at Parcel No. 25450-3 , from the northern corner of S. D Street and 6th Street, in the city of Victorville.



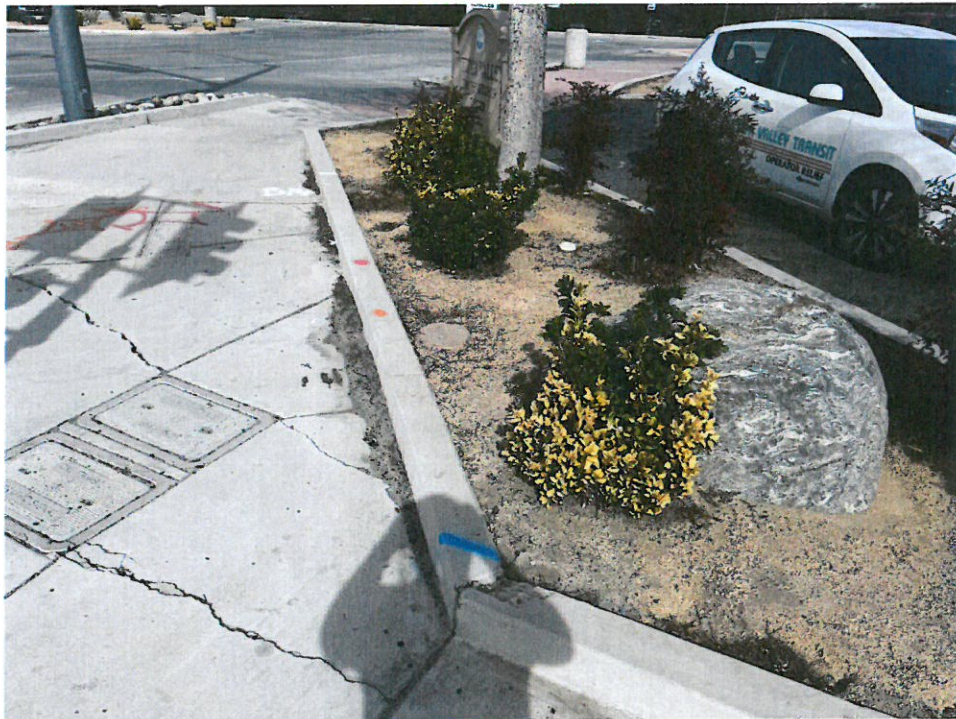
View looking northeast at Parcel No. 25450-3 , from the northern corner of S. D Street and 6th Street, in the city of Victorville.

By: Stephen Hensley 06/09/2023

Parcel No. 25450-1 thru -7



View looking northeast at Parcel No. 25450-4, -7, from the northern corner of S. D Street and 4th Street, in the city of Victorville.



View looking north at Parcel No. 25450-4, -7, from the northern corner of S. D Street and 4th Street, in the city of Victorville.

By: Stephen Hensley 06/09/2023

Parcel No. 25450-1 thru -7



View looking northwest at Parcel No. 25450-4, -7, from the northern corner of S. D Street and 4th Street, in the city of Victorville.



View looking north at Parcel No. 25450-5, from the northern corner of S. D Street and 2nd Street, in the city of Victorville.

By: Stephen Hensley 06/09/2023

Parcel No. 25450-1 thru -7



View looking northwest at Parcel No. 25450-1, -6, from the northern corner of S. D Street and 7th Street, in the city of Victorville.



View looking west at Parcel No. 25450-2, from the northern corner of S. D Street and 6th Street, in the city of Victorville.

By: Stephen Hensley 06/09/2023

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
APPRAISAL SUMMARY
RW 7-9 (REV 03/2014)

CONFIDENTIAL
This document contains personal information and pursuant to
Civil Code 1798.21 it shall be kept confidential in order to protect
against unauthorized disclosure.

APN: **0478-161-06-0000** FP: Parcel No.: **25450-1 thru -7**
Report No. Date Dist. Co. Rte. P.M. Exp. Auth. Project No. Map No.
25450 06/09/2023 08 SBD 018 95.8 1J300 0818000016 RW000416-04,
Owner: City of Victorville -05,-06,-07,-08,
Property Address: **16838 S. D Street** Locale: **Victorville, CA**
Zoning: **MUR** Present Use: **Commercial** Best Use: **Commercial**
Entire Property: Land: **"Not** Imps.: **Appraised"** Total: **N/A**
Possible Hazardous Waste (Include underground tanks) ☐ YES ☒ NO
Date Acquired: **Over 5 Years** DTT: **N/A** Consideration: **N/A**
Total Prop. Area: **279,739 s.f.** ☐ Full ☒ Partial (Include Access Rights) ☐ YES ☒ NO
Market Value of Required Property: **\$9,516.68** **Rounded to: \$9,500.00**
Land: **\$9,280.60**
See Analysis

Improvements: **\$236.08**

(2) Medium Bush @ \$118.04/each = \$ 236.08

Damages Less Benefits: **\$0.00**

None

Remarks:

Inspected Dates: February 2nd, 2023; March 15th, 2023; June 9th, 2023 By: Stephen Hensley

Parcel No. 25450-1 thru -7

PROPERTY DESCRIPTION

The subject property consists of 279,739 square feet (s.f.) or 6.42 acres of improved land vested in City of Victorville. The property hosts the Victor Valley Transportation Center, comprised of a large parking lot and bus station. The subject property is located on the northeast side of S. D Street from 2nd Street to 7th Street. The topography of the subject property is flat with a rectangular shape. All utilities are available on-site. The subject property has access to S. D Street. The parcel is referenced by the San Bernardino County Assessor's Office as Assessor's Parcel Number (APN) 0478-161-06-0000. This parcel is zoned MUR, Mixed-Use Retail, by the city of Victorville's Old Town Victorville Specific Plan. Construction in the manner proposed necessitates six partial acquisitions from the subject property.

Parcel No. 25450-1 is a 24 s.f. fee simple estate requirement from the southern corner of the subject property. This required area is necessary for the maintenance of the equipment for the traffic light at the intersection of S. D Street and 7th Street. The acquisition area is approximately 24 feet long and 1 foot deep.

In addition to this fee title acquisition, the State proposes to acquire the underlying fee interest in the existing Right of Way. The underlying fee requirement is 11,430 s.f. This underlying fee requirement is located at the northeast portion of the subject property. This portion of the acquisition area is known as the maintained section and currently holds the improvements for State Highway 18 (SR-18), also known as S. D Street. The underlying fee is valued at \$1.00 because the public has full control over the surface use and the only rights the underlying fee owner has is one of a reversion (Caltrans Right of Way Manual 7.13.70.00 (G)(2) REV 1/2014). The underlying fee requirement is shown in the attached exhibit, Right of Way Map Number RW000416-04. This acquisition is necessary to perfect title in the existing street for state highway purposes. Furthermore, *"Any public street or highway or portion thereof which is within the boundaries of a state highway, including a traversable highway adopted or designated as a state highway, shall constitute a part of the right of way of such state highway without compensation being paid therefor, and the department shall have jurisdiction there over and responsibility for the maintenance thereof."* (Streets & Highways Code, Section 83 (Added by Stats. 1947, Ch. 436.)

Parcel No. 25450-2 is a 382 s.f. fee simple estate requirement from the eastern corner of the intersection of S. D Street and 6th Street. This required area is necessary for the construction and maintenance of a curb ramp meeting ADA standards. The acquisition area is approximately 34 feet long and 7 feet deep.

Parcel No. 25450-3 is a 335 s.f. fee simple estate requirement from the northern corner of the intersection of S. D Street and 6th Street. This required area is necessary for the construction and maintenance of a curb ramp meeting ADA standards. The acquisition area is approximately 32 feet long and 7 feet deep. In addition to the fee title acquisition, there is an underlying fee requirement of 4,618 s.f.

Parcel No. 25450-4 is a 708 s.f. fee simple estate requirement across the driveway entrance from S. D Street at 4th Street. This required area is necessary for the construction and maintenance of a curb ramp meeting ADA standards. The acquisition area is approximately 120 feet long and 8 feet deep. In addition to this fee title acquisition, the State proposes to acquire the underlying fee interest in the existing Right of Way. In addition to the fee title acquisition, there is an underlying fee requirement of 2,291 s.f.

Parcel No. 25450-5 is a 153 s.f. fee simple estate requirement from the northeast corner of the intersection of S. D Street and 2nd Street. This required area is necessary for the construction and maintenance of a curb ramp meeting ADA standards. The acquisition area is approximately 36 feet long and 2 feet deep. Located within the acquisition area are two medium bushes. In addition to this fee title acquisition, the State proposes to acquire the underlying fee interest in the existing Right of Way. In addition to the fee title acquisition, there is an underlying fee requirement of 4,521 s.f.

Parcel No. 25450-6 is a 216 s.f. temporary construction easement requirement. This required area is necessary to allow the contractor sufficient working area around the electrical equipment for the traffic light and behind 25450-1. The acquisition area is approximately 24 feet long and 9 feet deep.

Parcel No. 25450-7 is a 554 s.f. temporary construction easement requirement. This required area is necessary to allow the contractor sufficient working area behind 25450-4. The acquisition area is approximately 120 feet long and 4 feet deep.

Note: Although the TCEs for Parcel Nos. 25450-6, -7 are requested for a 34 month time period and expire on October 1st, 2026, which is the end of the proposed construction project. The State cannot ascertain the exact time period within the 34 months that the State's Contractor will utilize this easement; therefore, the owner will be compensated for the entire 34 month period.

HIGHEST AND BEST USE ANALYSIS

As discussed in the Introduction, the Appraisal Institute defines highest and best use as the reasonably probable and legal use of vacant land, or an improved property, which is legally permissible, physically possible, financially feasible, maximally productive and results in the highest value.

Legally Permissible: The property is zoned Mixed-Use Retail by the Old Town Victorville Specific Plan. Specific Plans typically serve as both General Plan and zoning document for a particular area, providing more focused guidance and regulation. To help further create a sense of urban enclosure along the street, it is encouraged that buildings be constructed to a height of three to four stories. Buildings should contain a mixture of residential with ground-floor retail and small office uses. Residential areas should be confined to the upper floors and along alleys. Commercial space, primarily comprising restaurants, cafés, and neighborhood-serving retail, should be located on the building's ground floor, facing onto the street. Horizontal mixed-use projects (residential located at the rear) have a minimum lot size requirement of five acres. Vertical mixed-used projects (commercial first floor, residential top floors) have no minimum lot size requirement. The current legal use for this parcel allows for development under Mixed-Use Retail zoning.

Physically Possible: The physical characteristics of a property including size, topography, parcel shape, access, available infrastructure, and location are fundamental determinants of value and timing for development. Typically, larger sites allow for greater development flexibility by spreading fixed costs to make a project feasible. Level sites with infrastructure improvements in place incur fewer development costs and are typically more physically ready for development. Sites that are in the path of growth with good access to major transportation corridors offer greater near term development potential. The subject property is flat with good access to State Highway 18. The subject parcel is physically developable under Old Town Victorville Specific Plan designation requirements for Mixed-Use Retail.

Financially Feasible: A use is financially feasible if it is both physically possible and legally permissible, and capable of producing a positive return to the land after payments of labor, capital, and coordination. There are three market factors to consider when assessing financial feasibility. The first is who will be the likely purchaser or user of the property. The second is over what time frame is the property likely to be sold or developed. The third is how much is a typical market buyer likely to pay for the property. The area surrounding the subject property is primarily commercial development. The parcel does meet the minimum standards for development in the area; therefore, it is financially feasible for the subject property to be developed for a Mixed-Use Retail.

Maximally Productive: There is rarely one single highest and best use for a given property. Often a property can be developed in a variety of ways which would result in a maximization of both value and investment return. The highest and best use analysis focuses on whether a given property use represents an optimal combination of legally permissible, physically possible, financially feasible, and maximally productive attributes. The mixed-use service zoning is intended as a business district, primarily restaurants, cafés, neighborhood-serving retail, retail, and small office uses which should be located on the building's ground floor; therefore, it is maximally productive for the subject property to be developed for a Mixed-Use Retail.

Based on the above analysis and the four factors that influence a property's highest and best use, it is estimated that the highest and best use of the subject property is to be developed under the zoning requirements for Mixed-Use Retail.

RATE OF RETURN

The Capitalization Rate is a ratio that is developed from taking into account risk and how much interest is available on suitable investments in other assets to estimate the value of an income producing property or conversely is utilized to identify the net operating income of a property by multiplying its value by the rate of return. The Sales Comparison Approach has been relied on to derive an estimated market value of the land value of the subject property; in order, to obtain a market rental rate. In determining a suitable capitalization rate; various publications, internet resources, and local investment and real estate sources were reviewed. Based on the cumulative analysis of the data and a proposed 36 month lease term; subject parcel's land rent is concluded to have an annual net rate of return of 7.1% of the fee value. This annualized figure is then converted into a monthly rental rate for the subject parcel.

VALUATION METHODOLOGY

An extensive search was undertaken for market information to aid in estimating the land value of the subject property. Unimproved, commercially zoned properties throughout the immediate area were reviewed. The following are believed to be the best available market data for estimating the fair market value of the subject property as though vacant. Consideration was given to location, size, shape, topography, access, utilities, zoning and visibility.

Comparable Data No. SB22-19 is a February 2022 sale of 9.07 acres, for \$1,850,000.00 or \$4.69 per square foot. The parcel is located on State Highway 18, in the town of Apple Valley. This parcel is zoned General Commercial by the town of Apple Valley. The parcel is irregular in shape with flat topography. All utilities are available in the nearby area. The property has access to State Highway 18. An upward adjustment is deemed necessary due to the comparable's larger size and inferior shape. After the adjustment, the indicated market value of the subject property based on this comparable sale is \$5.16 per square foot.

Comparable Data No. SB22-20 is a December 2021 sale of 2.5 acres, for \$500,000.00 or \$4.59 per square foot. The parcel is located on Rancherias Road, in the town of Apple Valley, near SR-18. This parcel is zoned General Commercial by the town of Apple Valley. The parcel is triangular in shape with flat to uphill topography. All utilities are available in the nearby area. The property has access to Rancherias Road. A downward adjustment is deemed necessary due to the comparable's smaller size. Upward adjustments are deemed necessary due to the comparable's inferior shape and topography. After adjustments, the indicated market value of the subject property based on this comparable sale is \$5.28 per square foot.

Comparable Data No. SB22-21 is a March 2022 sale of 4.4 acres, for \$555,000.00 or \$2.90 per square foot. This corner parcel is located on Itoya Vista St., in the town of Apple Valley. This parcel is zoned General Commercial by the town of Apple Valley. The parcel is rectangular in shape with flat topography. All utilities are available in the nearby area. The property has access to Itoya Vista Street and Bear Valley Road. No adjustments are deemed necessary as this comparable is similar to the subject in terms of location, size, shape, access, zoning and utilities. The indicated market value of the subject property based on this comparable sale is \$2.90 per square foot.

The above comparables provide a range of value from \$2.90 to \$5.28 per square foot for the subject property. Comparable Data No. SB22-19, -20 are most similar to the subject property in terms of location. Based on the definition of fair market value as shown in the Introduction and considering all the comparables, the indicated market value of the subject property is \$5.28 per square foot.

CALCULATIONS

LAND VALUE:

Parcel No. 25450-1 Fee Simple Estate Requirement:

24 s.f. @ \$5.28 per s.f. = \$ 126.72

Parcel No. 25450-1 Underlying Fee:

11,430 s.f. @ \$1.00 = \$ 11,430.00

Parcel No. 25450-2 Fee Simple Estate Requirement:

382 s.f. @ \$5.28 per s.f. = \$2,016.96

Parcel No. 25450-3 Fee Simple Estate Requirement:

335 s.f. @ \$5.28 per s.f. = \$1,768.80

Parcel No. 25450-3 Underlying Fee:

4,618 s.f. @ \$1.00 = \$ 1.00

Parcel No. 25450-4 Fee Simple Estate Requirement:

708 s.f. @ \$5.28 per s.f. = \$3,738.24

Parcel No. 25450-4 Underlying Fee:

2,291 s.f. @ \$1.00 = \$ 1.00

Parcel No. 25450-5 Fee Simple Estate Requirement:

153 s.f. @ \$5.28 per s.f. = \$ 807.84

Parcel No. 25450-5 Underlying Fee:

4,521 s.f. @ \$1.00 = \$ 1.00

Parcel No. 25450-6 Temporary Construction Easement:

216 s.f @ \$5.28 per square foot x 7.1% / 12 months = \$6.75 per month
\$6.75 per month x 34 months = \$ 229.50

Parcel No. 25450-7 Temporary Construction Easement:

554 s.f @ \$5.28 per square foot x 7.1% / 12 months = \$17.31 per month
\$17.31 per month x 34 months = \$ 588.54

TOTAL LAND VALUE = \$9,280.60

IMPROVEMENTS

Located within the proposed Right of Way are two medium sized bushes. The following cost data was obtained from the Marshall and Swift Valuation Service Handbook. Information regarding the improvements was located under Section 66, Page 8. Information regarding cost and local multipliers was located under Section 99, Pages 3 & 6, updated June 2022. Valued-in-place items are the amount a prudent purchaser would pay for an item determined by the use it contributes to the whole. (Current Local Multiplier is 1.14. Current Cost Multiplier is 1.09).

(2) Medium Bush @ \$118.04/each = \$ 236.08

TOTAL IMPROVEMENTS = \$ 236.08

TOTAL LAND & IMPROVEMENTS = \$9,516.68

SEVERANCE DAMAGES

Severance damages refer to the loss in value of the remaining property after the acquisition and construction in the manner proposed. Curable and incurable severance damages were considered with regards to the subject property remainder in the after condition. The remainder contains 278,137 s.f. The remainder will be slightly reduced in size, it will continue to have the same highest and best use, degree of access and development potential as in the before condition to be developed under the requirements for MUR, Mixed-Use Retail. The subject property will also have the same degree of access to and from US Highway 18.

Therefore, based on the above analysis and the information obtained from the city of Victorville Planning Department, it is estimated that there are no severance damages accruing to the remainder by construction in the manner proposed.

BENEFITS

Benefits are the measure of specific enhancements to the property based on construction in the manner proposed. In the before condition the subject property is located on a conventional highway. In the after condition, the remainder will be located on the same conventional highway. The project will also rehabilitate pavement and drainage systems, upgrade facilities to Americans with Disabilities Act standards, upgrade signs and sidewalks, install LED lighting, and add enhanced crosswalks, bike lanes and flashing beacons as complete street elements. There is a general benefit to all that use the traveled way. These benefits are not exclusive to the grantor but are considered a general benefit to the entire area.

RECAPITULATION

LAND	\$9,280.60
IMPROVEMENTS	\$ 236.08
DAMAGES LESS BENEFITS	<u>\$ 0.00</u>
TOTAL	\$9,516.68

JUST COMPENSATION \$9,500.00 (Rounded)

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach and Cost Approach to value have been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was utilized to value minor improvements located within the proposed Right of Way. The Income Approach was not applicable and therefore not utilized.

Damages to the remainder have not been found. The subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on the city of Victorville's Planning Department, the remainder will continue to be conforming, according to the minimum requirements for Mixed-Use Retail (MUR) zoning for commercial developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to construction in the manner proposed by rehabilitating pavement and drainage systems, upgrading facilities to Americans with Disabilities Act standards, upgrading signs and sidewalks, installing LED lighting, and adding enhanced crosswalks, bike lanes and flashing beacons as complete street elements.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

Ptn. Town of Victor, M.B. 9/35

City of Victorville
Tax Rate Area
12003,12007,12030

0478-16

Pln. Parcel Map No. 14994, P.M. 181/78-79
Amended Map of Victorville, M.B. 19/89
Pln. Tract No. 2739, M.B. 38/41

Pln. N.W. 1/4, Sec. 10
T.5N., R.4W.

Assessor's Map
Book 0478 Page 16
San Bernardino County

REVISED
02/18/10 KC
10/26/10 KA

By: Stephen Hensley 06/09/2023

District - County - Route - PM 08 - SBD - 018 - 95.8	EA / Project No. 1J300 / 0818000016	Parcel No. 25450-1 thru -7	A.R. No. 25450
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TABULATION OF COMPARABLE DATA

UNIMPROVED SALES:

Comp. No.	Sale Date	Zoning	Sales Price	Area Sq. Ft.	Unit Value per Sq. Ft.
SB22-19	02/15/2022	C-G, General Commercial	\$1,850,000.00	395,089 s.f.	\$4.68 / s.f.
SB22-20	12/22/2021	C-G, General Commercial	\$500,000.00	108,813 s.f.	\$4.60 / s.f.
SB22-21	03/07/2022	C-G, General Commercial	\$555,000.00	191,664 s.f.	\$2.90 / s.f.

COMPARABLE DATA NO. SB22-19

TYPE OF TRANSACTION: Sale

PROPERTY LOCATION: Hwy 18 and Rancherias Rd.

ASSESSOR'S PARCEL NO: 3112-171-16

GRANTOR: Renee Investments, LLC

GRANTEE: Hwy 18 Rancherias, LLC

SALES/LISTING DATA:

SALES DATE: 02/15/2022

PRICE: \$1,850,000.00

ADJUSTMENTS: None

RECORDING DATA:

Document No: 2022-0062541

Recording Date: 02/15/2022

DTT: \$2,035.000

TERMS:

Down Payment: Unknown

Financing: Unknown

SITE DATA:

ZONING: C-G, General Commercial

PRESENT USE: Vacant

HIGHEST & BEST USE: Commercial

APPROX. DIMENSION: 142' x 161' x 322' x 211' x 129' x 558' x 543' x 509'

PARCEL SIZE 395,089 s.f.

UNIT VALUE \$4.68 / s.f.

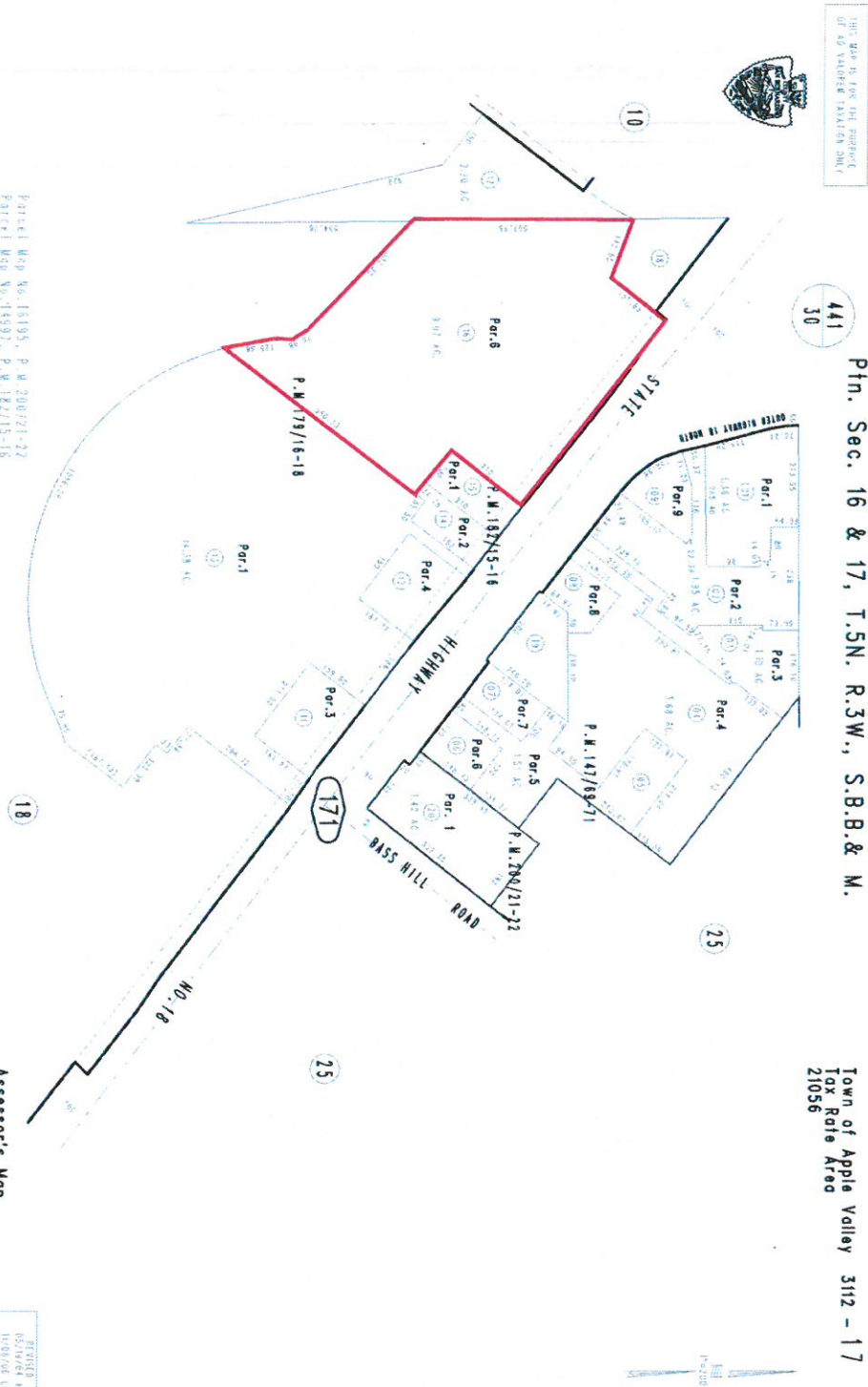
IMPROVEMENTS: None

April 2004 BK

Parcel Map No. 15195, P.M. 200/21-22
Parcel Map No. 14591, P.M. 182/13-16
P.L. Parcel Map No. 14729, P.M. 173/15-18
P.L. Parcel Map No. 12236, P.M. 141/65-71

Assessor's Map 17
Book 3112 Page 17
San Bernardino County

REVIEWED
05/19/04 KRP
10/09/04 LRP



APN: 3112-171-16



On US Highway 18 facing south

ACCESS: US Highway 18 (Paved)
TERRAIN: Dominantly flat to slight upward slope.
UTILITIES: All available utilities nearby

TRANSACTION CONFIRMATION:

Confirmed With: Public Record
Verifying Agent: Brenda Rubalcava
Date Inspected: 07/14/2022
Inspected By: Stephen Hensley

REMARKS/COMMENTS:

All reasonable attempts were made to contact the Grantor and Grantee in this transaction. Neither could be reached for comment. This transaction is confirmed through public records and cross referenced with the Documentary Transfer Tax.

COMPARABLE DATA NO. SB22-20

TYPE OF TRANSACTION: Sale

PROPERTY LOCATION: Rancherias Road and US Highway 18

ASSESSOR'S PARCEL NO: 3112-171-17

GRANTOR: Adams Development and Engineering, LLC

GRANTEE: Hwy 18 Rancherias, LLC

SALES/LISTING DATA:

SALES DATE: 12/22/2021

PRICE: \$500,000.00

ADJUSTMENTS: None

RECORDING DATA:

Document No: 2021-0575392

Recording Date: 12/27/2021

DTT: \$550.00

TERMS:

Down Payment: Unknown

Financing: Unknown

SITE DATA:

ZONING: C-G, General Commercial

PRESENT USE: Vacant

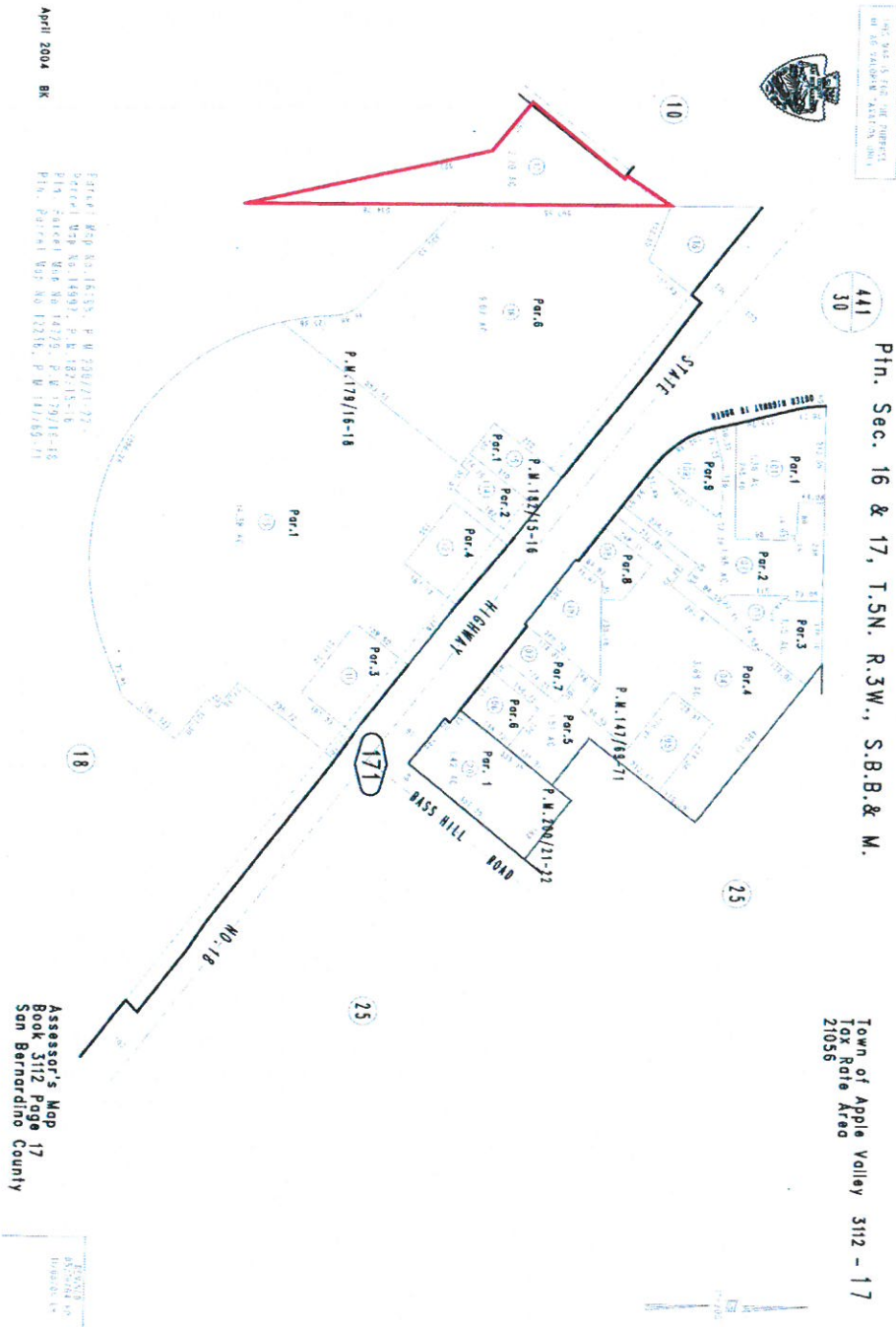
HIGHEST & BEST USE: Commercial

APPROX. DIMENSION: 149' x 608' x 1033' x 421"

PARCEL SIZE 108,813 s.f.

UNIT VALUE \$4.60 / s.f.

IMPROVEMENTS: None



APN: 3112-171-17



On Rancherias Rd. facing south

ACCESS: Rancherias Rd. (Paved)
TERRAIN: Flat to upward slope
UTILITIES: All available utilizes nearby

TRANSACTION CONFIRMATION:

Confirmed With: Public Record
Verifying Agent: Brenda Rubalcava
Date Inspected: 07/14/2022 07/14/2022
Inspected By: Brenda Rubalcava Stephen P. Hensley

REMARKS/COMMENTS:

All reasonable attempts were made to contact the Grantor and Grantee in this transaction. Neither could be reached for comment. This transaction is confirmed through public records and cross referenced with the Documentary Transfer Tax.

COMPARABLE DATA NO. SB22-21

TYPE OF TRANSACTION: Sale

PROPERTY LOCATION: 12050 Itoya Vista St., Apple Valley, Ca 92308

ASSESSOR'S PARCEL NO: 0434-042-15

GRANTOR: Kazimierz Bielinski

GRANTEE: Alireza Koochackmanesh

SALES/LISTING DATA:

SALES DATE: 03/07/2022

PRICE: \$555,000.00

ADJUSTMENTS: None

RECORDING DATA:

Document No: 2022-0102122

Recording Date: 03/17/2022

DTT: \$610.50

TERMS:

Down Payment: Unknown

Financing: Unknown

SITE DATA:

ZONING: C-G, General Commercial

PRESENT USE: Vacant

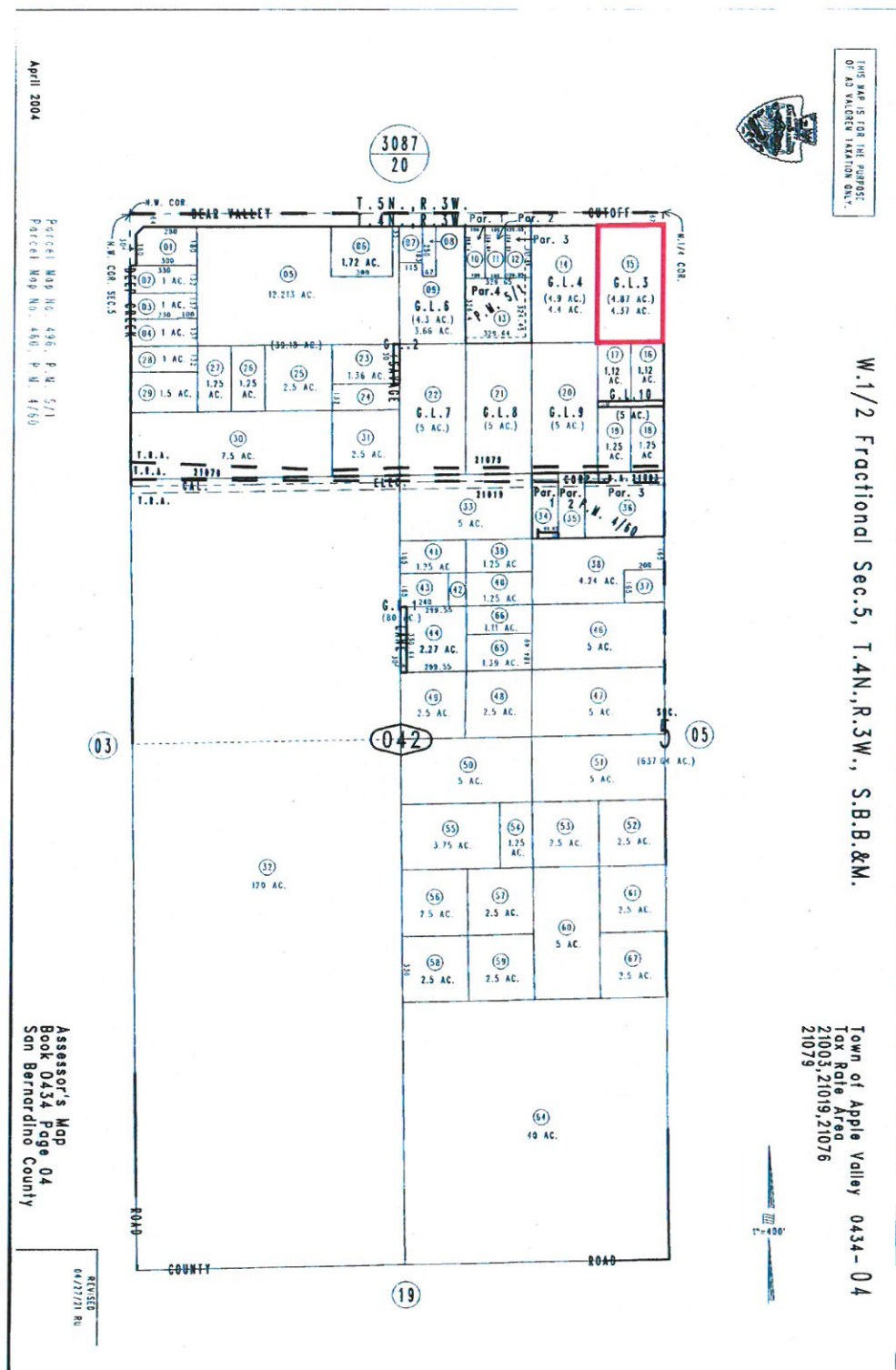
HIGHEST & BEST USE: Commercial

APPROX. DIMENSION: 329' x 586'

PARCEL SIZE 191,664 s.f.

UNIT VALUE \$2.90 / s.f.

IMPROVEMENTS: None





Corner of Itoya Vista & Bear Valley Rd. facing southwest

ACCESS: Itoya Vista and Bear Valley (Paved)

TERRAIN: Flat

UTILITIES: All available utilities nearby

TRANSACTION CONFIRMATION:

Confirmed With: Public Record

Verifying Agent: Brenda Rubalcava

Date Inspected: 07/14/2022 07/14/2022

Inspected By: Brenda Rubalcava Stephen P. Hensley

REMARKS/COMMENTS:

All reasonable attempts were made to contact the Grantor and Grantee in this transaction. Neither could be reached for comment. This transaction is confirmed through public records and cross referenced with the Documentary Transfer Tax.

APPRAISAL TERMS AND DEFINITIONS

Benefit to Remainder: Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken. [California Code of Civil Procedure §1263.430]

Comparable Sales: When relevant to the determination of the value of property, a witness may take into account as a basis for his opinion the price and other terms and circumstances of any sale or contract to sell and purchase comparable property if the sale or contract was freely made in good faith within a reasonable time before or after the date of valuation. In order to be considered comparable, the sale or contract must have been made sufficiently near in time to the date of valuation, and the property sold must be located sufficiently near the property being valued, and must be sufficiently alike in respect to character, size, situation, usability, and improvements, to make it clear that the property sold and the property being valued are comparable in value and that the price realized for the property sold may fairly be considered as shedding light on the value of the property being valued. [California Evidence Code §816]

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

- (a) The severance of the remainder from the part taken.
- (b) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken. [California Code of Civil Procedure §1263.420]

Easement: The right to use another's land for a stated purpose. [The Dictionary of Real Estate Appraisal, 7th ed. Appraisal Institute]

Fair Market Value: (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 doing so, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable. [California Code of Civil Procedure § 1263.320]

Fee Simple: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police powers and escheat. [The Dictionary of Real Estate Appraisal, 7th ed. Appraisal Institute]

Highest and Best Use: The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. [The Dictionary of Real Estate Appraisal, 7th ed. Appraisal Institute]

Improvements Pertaining to the Realty: (a) “Improvements pertaining to the realty” include any machinery or equipment installed for use on property taken by eminent domain, or on the remainder if such property is part of a larger parcel that cannot be removed without a substantial economic loss or without substantial damage to the property on which it is installed, regardless of the method of installation.

(b) In determining whether particular property can be removed “without substantial economic loss” within the meaning of this section, the value of property in place considered as a part of the realty should be compared with its value if it were removed and sold. [California Code of Civil Procedure 1263.205]

Larger Parcel: “In governmental land acquisitions ”...” the tract or tracts of land which are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use”. [The Dictionary of Real Estate Appraisal, 7th ed. Appraisal Institute]

Remainder: “In condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking.” [The Dictionary of Real Estate Appraisal, 7th ed. Appraisal Institute]

Unit Rule: “In condemnation appraisal, a valuation rule with two aspects, the first dealing with ownership interests and the second dealing with physical components. The first aspect of the rule, also referred to as the *undivided fee rule*, requires that property be valued as a whole rather than by the sum of the values of the various interests into which it may have been carved (such as lessor and lessee, life tenant and remainderman, and mortgagor and mortgagee, etc.). This is an application of the principle that it is the property, not the interests, that is being acquired. The second aspect of the rule is that different physical elements or components of a tract of land (such as the value of timber and the value of minerals on the same land) are not to be separately valued and added together.” [The Dictionary of Real Estate Appraisal, 7th ed. Appraisal Institute]

APPRAISAL SUMMARY STATEMENT**CONFIDENTIAL**

This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT

8-EX-15A (REV 1/2020)

Page 1 of 7

APN: 0478-161-06

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date/ Revised Date
08	SBd	18	95.8	25450-1 thru 6	0818000016	3/15/2023

Owner: City of Victorville

Date Acquired: Over 5 years

Property Address: 16838 S. D Street

Property to be acquired: Part ☒ All ☐

Locale: Victorville

Total Property Area: 279,739 s.f.

Including Access Rights Yes ☐ No ☒**STATUTORY BASIS OF VALUATION**

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section _____ as defined above.

BASIC PROPERTY DATA

Interest valued: Fee Simple, Underlying Fee (UF) and Temporary Construction Easement (TCE)

Date of valuation: 6/9/2023 Original ☒ Updated ☐

Applicable zoning: Commercial

Area to be acquired: 24 s.f. Fee, 382 s.f. Fee, 335s.f. Fee, 708 s.f. Fee, 153 s.f. Fee, 11,430 s.f. UF, 4,618 s.f. UF, 2,291 s.f. UF, 4,521 s.f. UF, 216 s.f. TCE and 554 s.f. TCE

Highest and best use: Commercial

Current use: Commercial

APPRAISAL SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15A (REV 1/2020)
Page 2 of 7

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel		Area
25450-1	24 s.f. Fee	11,430 s.f. UF
25450-2	382 s.f. Fee	
25450-3	335 s.f. Fee	4,618 s.f. UF
25450-4	708 s.f. Fee	2,291 s.f. UF
25450-5	153 s.f. Fee	4,521 s.f. UF
25450-6	216 s.f.TCE	
25450-7	554 s.f. TCE	

Total Area = 25,232 s.f.

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
2 medium bushes	

Lump Sum Total = \$236.08

APPRAISAL SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15A (REV 1/2020)
Page 3 of 7

Value of the Entire Property \$ _____

Value of the property being
acquired including the following
improvements:

Land:	\$	9,280.60
Imps:	\$	236.08

\$ 9,516.68

Value of the remainder as part of
the whole before the State's
acquisition \$ _____

Value of the remainder as a separate parcel (cured) \$ _____

Severance Damages (see page 4):

Cost to Cure Damages: \$ _____

Incurable Damages: \$ _____

Total Damages: \$ _____

Benefits (see page 4): \$ _____

Net Damages: \$ _____

The amount of any other compensation: \$ _____

JUST COMPENSATION FOR ACQUISITION \$ 9,516.68

Rounded To \$ 9,500.00

Construction Contract Work \$ _____

APPRAISAL SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15A (REV 1/2020)
Page 4 of 7

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item

Size

Lump Sum Total \$ _____

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total \$ _____

TOTAL DAMAGES \$ _____

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total \$ _____

NET DAMAGES (Total Damages less Benefits) \$ _____

CONSTRUCTION CONTRACT WORK ITEMS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.

Indicated value by Sales Comparison	\$	9,500.00
Approach		_____
See attached sheet for principal transactions.		

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.

Total Replacement Cost New	\$	_____
Depreciation from all causes	\$	(_____)
Value of Improvements in Place	\$	_____

Land (estimated by direct sales comparison)	\$	_____
Indicated value by Cost Approach	\$	_____

3. The income approach is based on an analysis of income and expenses to the property.

Overall Capitalization Rate		_____ %
Net Operating Income	\$	_____
Indicated value by Income Approach	\$	_____

4. Other

Indicated value	\$	_____
-----------------	----	-------

SUMMARY OF THE BASIS FOR JUST COMPENSATION

The Sales Comparison Approach and Cost Approach to value have been utilized in this report. Sales Comparison is the most commonly used and preferred method of valuing land. Data on sales of similar parcels of land is collected, analyzed, compared and adjusted to reflect the similarity or dissimilarity of those parcels to the subject site. The Cost Approach was utilized to value minor improvements located within the proposed Right of Way. The Income Approach was not applicable and therefore not utilized.

Damages to the remainder have not been found. The subject property remainder will continue to have the same highest and best use, degree of access and development potential as in the before condition. Based on the city of Victorville's Planning Department, the remainder will continue to be conforming, according to the minimum requirements for Mixed-Use Retail (MUR) zoning for commercial developments.

No benefits to the remainder have been found or have been estimated. There are no specific benefits to the remainder due to construction in the manner proposed by rehabilitating pavement and drainage systems, upgrading facilities to Americans with Disabilities Act standards, upgrading signs and sidewalks, installing LED lighting, and adding enhanced crosswalks, bike lanes and flashing beacons as complete street elements.

The estimate of Just Compensation for this parcel is the sum of the estimated Fair Market Value of the part acquired and any estimated net Severance Damages.

APPRAISAL SUMMARY STATEMENT (Cont.)

EXHIBIT
8-EX-15A (REV 1/2020)
Page 8 of 7

LIST OF PRINCIPAL TRANSACTIONS – VACANT

ADDRESS: Highway 18 and Rancherias Rd.
APN: 3112-171-16
RECORDING DATE: 2/15/2022
SALE PRICE: \$1,850,000.00

ADDRESS: Rancherias Rd. and US Highway 18
APN: 3112-171-17
RECORDING DATE: 12/27/2021
SALE PRICE: \$500,000.00

ADDRESS: 12050 Itoya Vista St., Apple Valley CA 92308
APN: 0434-042-15
RECORDING DATE: 3/17/2022
SALE PRICE: \$555,000.00

LIST OF PRINCIPAL TRANSACTIONS – IMPROVED

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

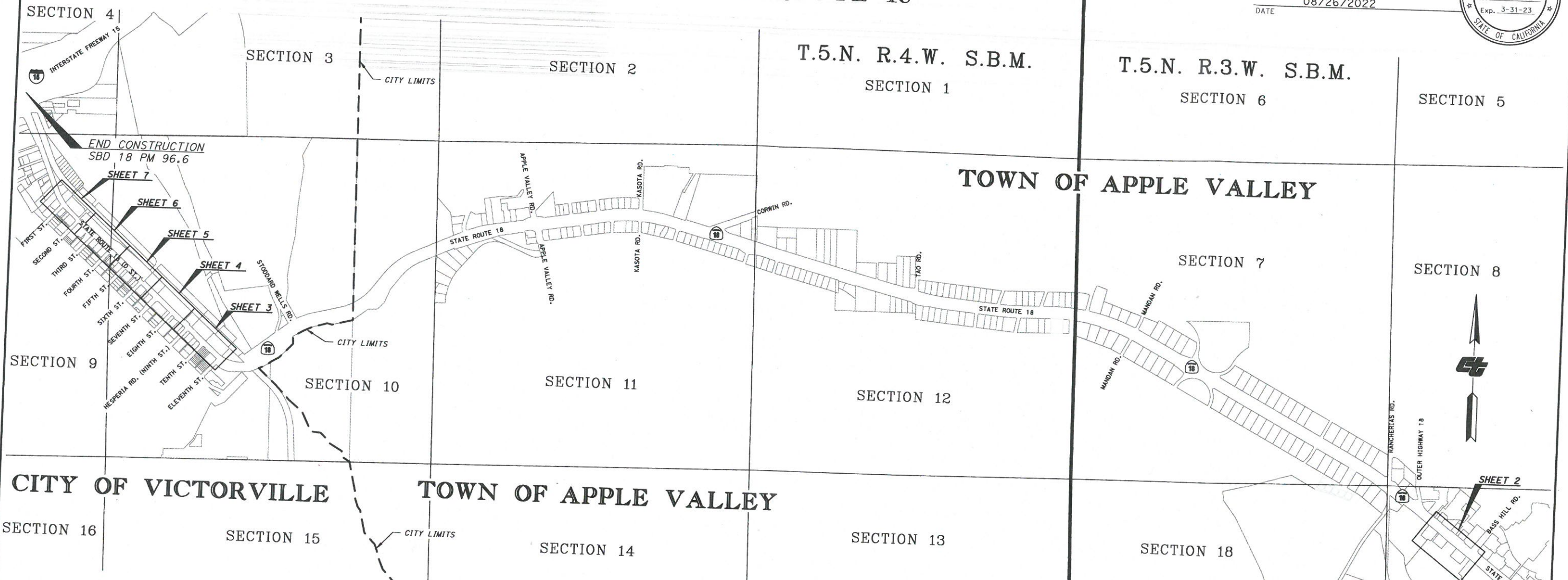
ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION COUNTY OF SAN BERNARDINO STATE ROUTE 18

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.

PROFESSIONAL LAND SURVEYOR

DATE 08/26/2022



DATE	REVISIONS	BY
12/14/2022	ADDED PARCEL 25441-1 FEE AREA	C. ZAMORA
01/19/2023	ADDED PARCEL 25448-1 EASEMENT AREA	C. ZAMORA
01/19/2023	ADDED PARCEL 25450-1 FEE AREA	C. ZAMORA
03/24/2023	DECERTIFIED PARCEL 25461-1	C. ZAMORA
	ADDED PARCEL 25790-1 FEE AREA	C. ZAMORA

PARCEL NO.	GRANTOR	SHEET
25438-1,-2,-3,-4,-5	WAL-MART REAL ESTATE BUSINESS TRUST	2
25439-1,-2	ALBERTSONS STORES SUB LLC	2
25440-1	VETAYASES, PRATUANG	2
25441-1,-2	O'REILLY AUTO ENTERPRISES LLC	2
25442-1	WILLIAMS, EMANUEL & NORMA LEA	2
25443-1	ROMERO-LOPEZ, RAFAEL & AGUILAR-ROMERO, KENYA V	3
25444-1,-2,-3	PROTECH MINERALS RE HOLDINGS LLC	3
DD010732A-01-01	STATE OF CALIFORNIA	3
25445-1	SKIRROW, TONY DEREK & YOLANDA	3
25446-1	CITY OF VICTORVILLE	3
25447-1,-2,-3	HMS TRUST	4, 8
25448-1,-2,-3	ATCHISON TOPEKA AND SANTA FE RR CO	4, 8
25449-1,-2	BAJWA, GURJINDER S & HARINDER K	4, 8
25450-1,-2,-3,-4,-5,-6,-7	CITY OF VICTORVILLE	4, 8
25452-1,-2	SAYEGH FAMILY TRUST	4-10
25453-1,-2,-3	16849 S D STREET LLC	5, 9
25454-1,-2	ZUNIGA, ISALDA & ESPARZA, JOSE R	5, 9
25455-1,-2	MURANCO INC	5, 9

PARCEL NO.	GRANTOR	SHEET
25456-1,-2	BLECH, DOROTHY EXEMPTION TRUST OF JOHN H BLECH & DOROTHY	6, 9
25457-1,-2	RTE TRAILER PARK 66 LLC	6-7, 10
25458-1	ANABI REAL ESTATE DEVELOPMENT LLC	7, 10
25459-1	BECK OIL INC.	7, 10
25460-1,-2	RODRIGUEZ, KAREL HERNANDEZ	7, 10
25461-1	(DECERTIFIED)	7, 10
25790-1,-2	MICHAEL MOOS & TINA DE YOUNG, TRUSTEES OF THE MOOS & DE YOUNG LIVING TRUST	6, 9



STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY
APPRAISAL INDEX MAP**
RW000416-01

NO SCALE

TO DESIGN	08/26/2022	EA(s)	1J300	FA#	##
DISTRICT	COUNTY	ROUTE	PROJECT PM LIMITS	SHEET NO.	TOTAL SHEETS
08	SBD	18	90.9-96.6	1	10

PROJECT ID: 08 1800 0016

[illegible]

GRANTOR NOTES	NOTES
Areas shown do not include underlying fee, unless indicated. Ac=acres Indicates Underlying Fee (UF) Area Indicates Indeterminate UF TITLE CODES: A=Access Rights Only F=Fee E=Easement (Ease) TCE=Temp Construction Easement T=Other Temp Eas (see Remarks) O=Other (see Remarks)	Coordinates and bearings are on CCS 83 (EPOCH 2007.00) Zone 5. Distances and stationing are grid distances. Divide by 0.99979438 to obtain ground distances. All distances are in feet unless otherwise noted.
LEGEND	
<div style="display: flex; justify-content: space-between;"><div style="width: 40%;"><p>----- Access Prohibited</p><p>----- Access Superseided</p><p>----- Existing R/W Superseided</p><p>Access Opening (Private)</p><p>Indicates Radial Bearing</p><p>Indicates Found Monument as noted</p><p>Indicates calculated point. (Does not imply monument set)</p><p>Title to State</p><p>Required for Others</p></div><div style="width: 5%; text-align: center;"><p>■</p><p>(R)</p><p>●</p><p>○</p><p>□</p><p>□</p></div><div style="width: 55%;"><p>Access Prohibited</p><p>Access Superseided</p><p>Existing R/W Superseided</p><p>Access Opening (Private)</p><p>Indicates Radial Bearing</p><p>Indicates Found Monument as noted</p><p>Indicates calculated point. (Does not imply monument set)</p><p>Title to State</p><p>Required for Others</p></div></div>	

STATE OF CALIFORNIA

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY

APPRAISAL MAP

RW000416-04

FOR PREVIOUS R/W INFORMATION SEE MAP(S) 69505-01

FULL SIZE MAP SCALE: 1" = 30'

FEET 0 15 30 60 90

TO DESIGN: 08/26/2022

EA(s): 1J300

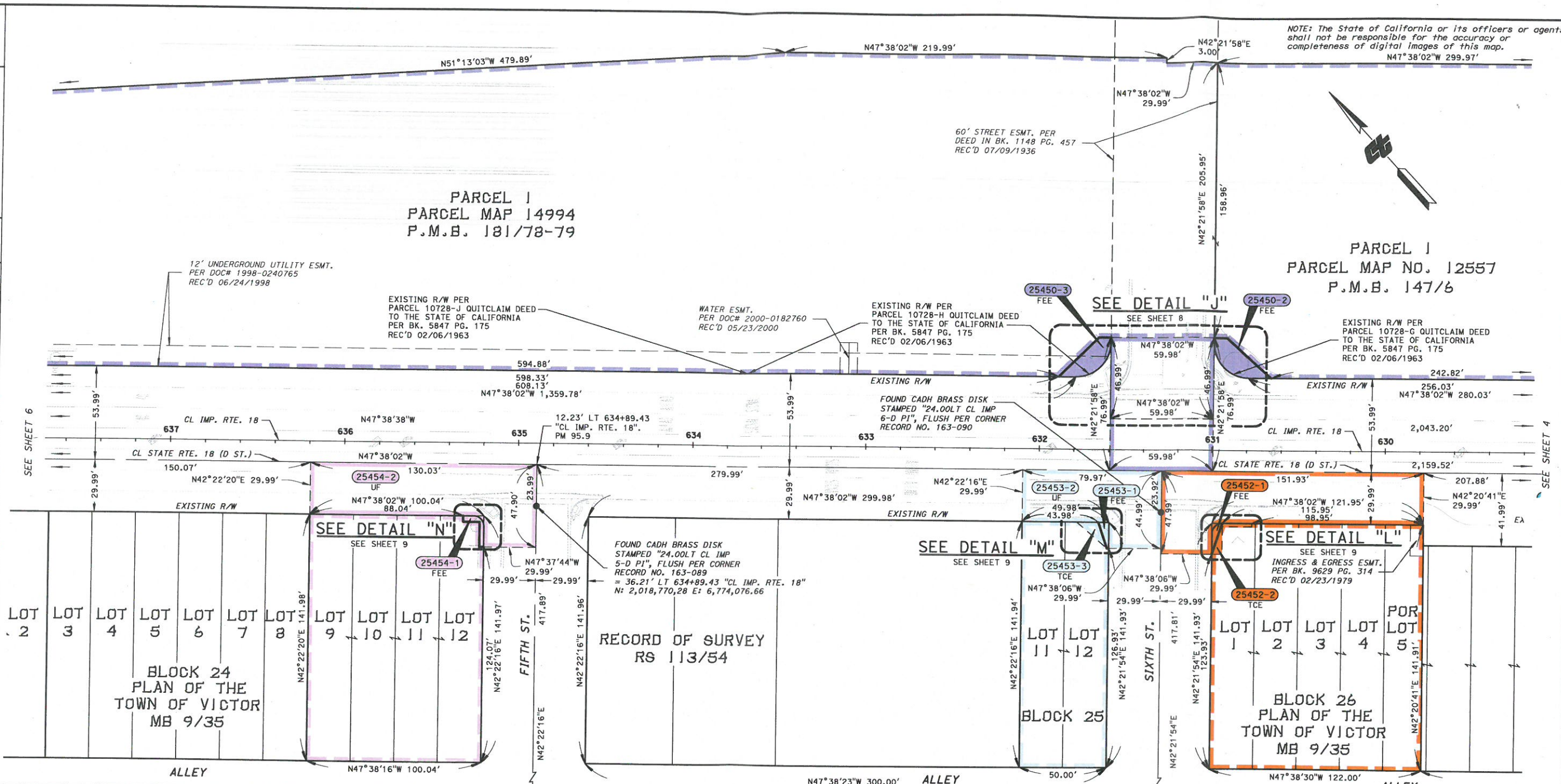
FA#s##

DRAFTED BY: C. ZAMORA

CHECKED BY: R. RODRIGUEZ

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	Sbd	18	95.8	4	10

R/W PROJECT SURVEYOR: R. RODRIGUEZ	DATE	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	BY	DATE	REVISIONS	BY
01/31/2023	ADDED PARCEL 25450-2 FEE AREA		C. ZAMORA									



COUNTY OF SAN BERNARDINO
CITY OF VICTORVILLE
T.5.N. R.4.W. S.B.M.
SECTION 10

PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED	[UF] EXCESS	[UF] REMAINDER		TYPE	DATE	DOC.#
25450-2	F	CITY OF VICTORVILLE		382			(SEE SHEET 4 FOR TOTAL AREA)			
25450-3	F	CITY OF VICTORVILLE		335 [4,618]			UNDERLYING FEE (SEE SHEET 4 FOR TOTAL AREA)			
25452-1	F	SAYEGH FAMILY TRUST	17,303	46 [5,104]		17,257	UNDERLYING FEE			
25452-2	TCE	SAYEGH FAMILY TRUST		88						
25453-1	F	16849 S D STREET LLC	7,095	52		7,043				
25453-2	O	16849 S D STREET LLC		[2,048]			UNDERLYING FEE			
25453-3	TCE	16849 S D STREET LLC		94						
25454-1	F	ZUNIGA, ISALDA & ESPARZA, JOSE R	14,195	70		14,125				
25454-2	O	ZUNIGA, ISALDA & ESPARZA, JOSE R		[4,444]			UNDERLYING FEE			

GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.

Access

Indicates Underlying Fee (UF) Area

Indicates Indeterminate UF

TITLE CODES:

A=Access Rights Only

F=Fee

E=Easement (Ease)

TCE=Temp Construction Ease

T=Other Temp Ease (see Remarks)

O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 83 (EPOCH 2007.00) Zone 5. Distances and stationing are grid distances.

Divide by 0.99979438 to obtain ground distances.

All distances are in feet unless otherwise noted.

LEGEND

Access Prohibited

Access Superseded

Existing R/W Superseded

Access Opening (Private)

(R) Indicates Radial Bearing

Indicates Found Monument as noted

Indicates calculated point. (Does not imply monument set)

Title to State Required for Others

STATE OF CALIFORNIA
 CALIFORNIA STATE TRANSPORTATION AGENCY
 DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY APPRAISAL MAP
RW000416-05

FOR PREVIOUS R/W INFORMATION SEE
 MAP(S) 69505-01, 69505-02, 54001-01

FULL SIZE MAP SCALE: 1" = 30'

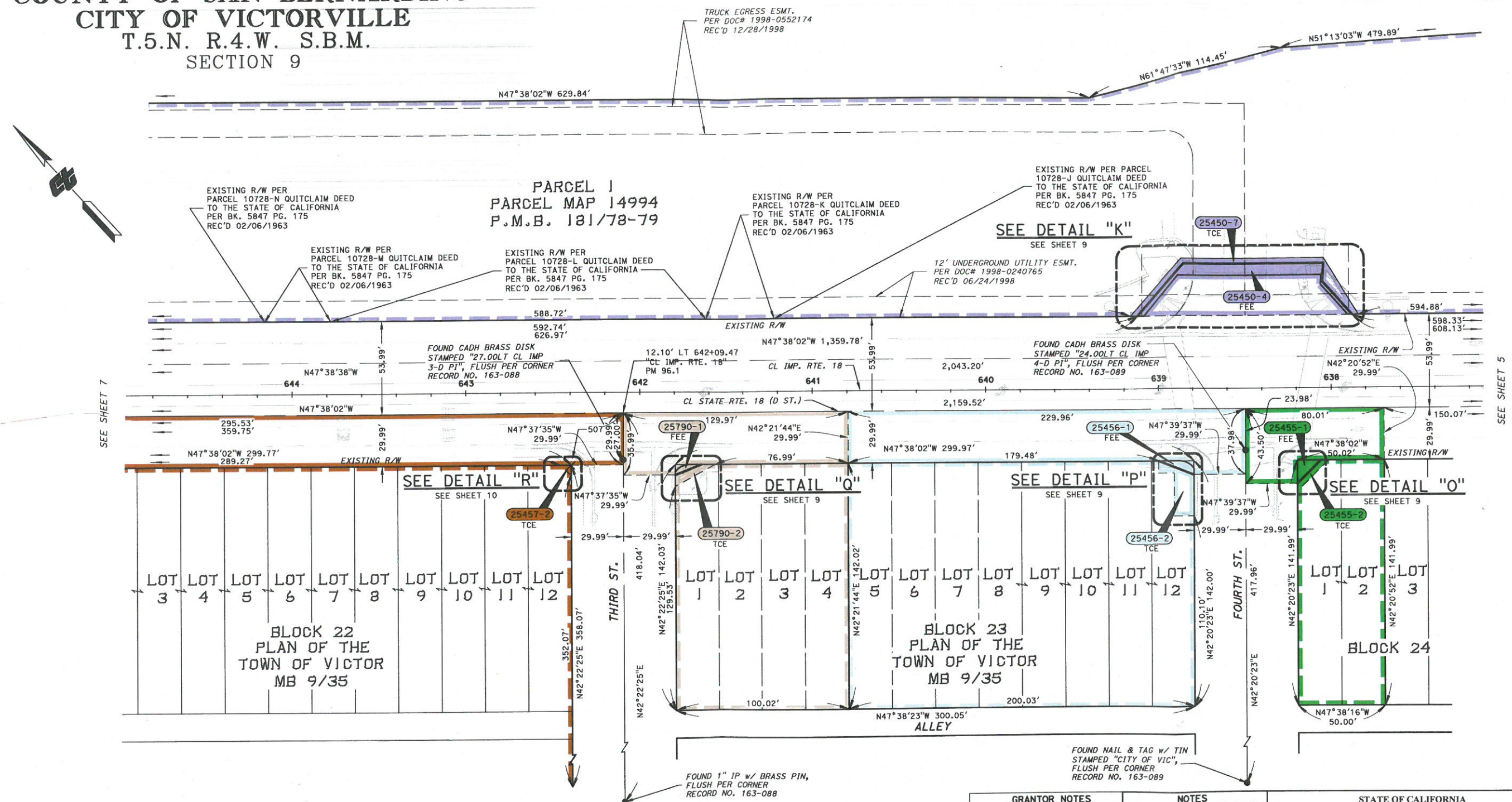
FEET 0 15 30 60 90

TO DESIGN: 08/26/2022 EA(s): 1J300 FA: ##
 DRAFTED BY: C. ZAMORA CHECKED BY: R. RODRIGUEZ

DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	Sbd	18	95.9	5	10

COUNTY OF SAN BERNARDINO
CITY OF VICTORVILLE
T.5.N. R.4.W. S.B.M.
SECTION 9

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



PARCEL#	TITLE CODE ①	GRANTOR	AREAS (square feet or as noted)					REMARKS	RECORDATION			
			TOTAL	REQUIRED	[UF]	EXCESS	[UF]		REMAINDER	TYPE②	DATE	DOC.#③
25450-4	F	CITY OF VICTORVILLE		708	[2,291]				UNDERLYING FEE (SEE SHEET 4 FOR TOTAL AREA)			
25450-7	TCE	CITY OF VICTORVILLE		554								
25455-1	F	MURANCO INC	7,101	91	[2,805]		7,010		UNDERLYING FEE			
25455-2	TCE	MURANCO INC		71								
25456-1	F	BLECH, DOROTHY EXEMPTION TRUST OF JOHN H BLECH & DOROTHY	26,392	71	[7,147]		26,321		UNDERLYING FEE			
25456-2	TCE	BLECH, DOROTHY EXEMPTION TRUST OF JOHN H BLECH & DOROTHY		348								
25457-2	TCE	RTE TRAILER PARK 66 LLC		18					(SEE SHEET 7 FOR TOTAL AREA)			
25790-1	F	MICHAEL MOOS & TINA DE YOUNG, TRUSTEES OF THE MOOS & DE YOUNG LIVING TRUST	14,193	35	[4,088]		14,158		UNDERLYING FEE			
25790-2	TCE	MICHAEL MOOS & TINA DE YOUNG, TRUSTEES OF THE MOOS & DE YOUNG LIVING TRUST		99								

GRANTOR NOTES

NOTES

LEGEND

STATE OF CALIFORNIA
CALIFORNIA STATE TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY
APPRAISAL MAP
RW000416-06

FOR PREVIOUS R/W INFORMATION SEE
MAP(S) 69505-02, 54001-01

FULL SIZE MAP SCALE: 1" = 30'

TO DESIGN: 08/26/2022 EA(s): 1J300 FA: ##
DRAFTED BY: C. ZAMORA CHECKED BY: R. RODRIGUEZ

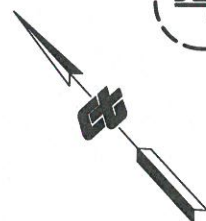
DISTRICT COUNTY ROUTE SHEET PM SHEET NO. TOTAL SHEETS

08 Sbd 18 96.1 6 10

PROJECT ID: 08 1800 0016

R/W PROJECT SURVEYOR: R. RODRIGUEZ
DATE: 07/31/2023
BY: C. ZAMORA
REVISIONS: 01/06/2023 ADDED PARCEL 25450-2 FEE AREA
04/06/2023 ADDED PARCEL 25790-1 FEE, -2 TCE

RW000416.dwg
K:\RWE\Projects\S8d\018\PM_90.9-96.6_1J300\Mapping\RW_Maps\dw



GRANTOR NOTES

Areas shown do not include underlying fee, unless indicated.
Ac=acres
Indicates Underlying Fee (UF) Area
Indicates Indeterminate UF
TITLE CODES:
A=Access Rights Only
F=Fee
E=Easement (Ease)
TCE=Temp Construction Ease
T=Other Temp Ease (see Remarks)
O=Other (see Remarks)

NOTES

Coordinates and bearings are on CCS 83 (EPOCH 2007.00) Zone 5.
Distances and stationing are grid distances.
Divide by 0.99979438 to obtain ground distances.
All distances are in feet unless otherwise noted.

LEGEND

----- Access Prohibited

----- Access Superseaded

----- Existing R/W Superseaded

■ Access Opening (Private)

(R) Indicates Radial Bearing

● Indicates Found Monument as noted

○ Indicates calculated point. (Does not imply monument set)

□ Title to State

□ Required for Others

STATE OF CALIFORNIA

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY

APPRAISAL MAP

RW000416-08

FOR PREVIOUS R/W INFORMATION SEE MAP(S)

NO SCALE

TO DESIGN:08/26/2022

EA(s):1J300

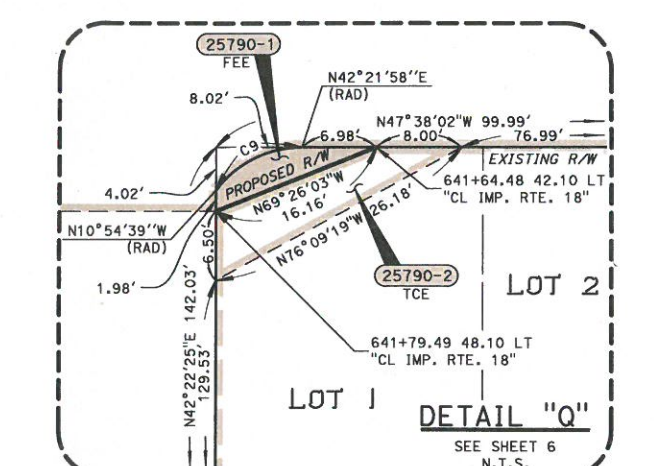
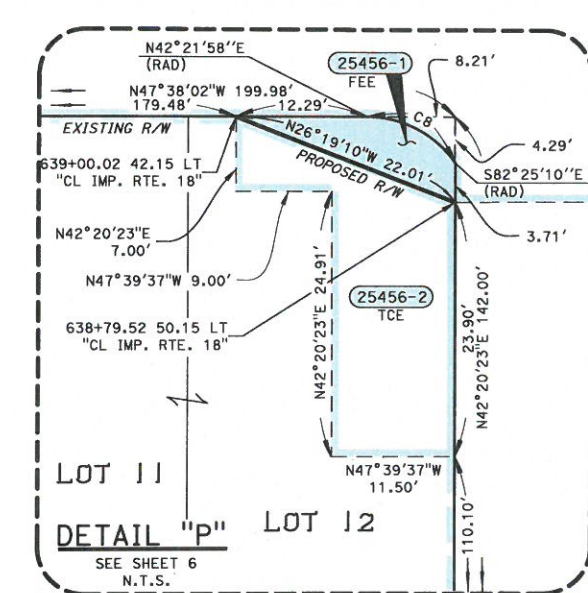
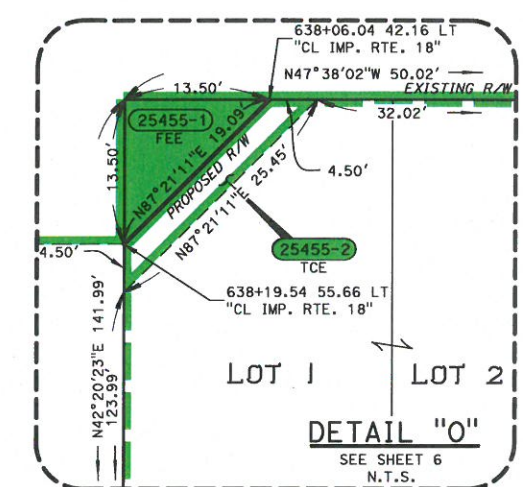
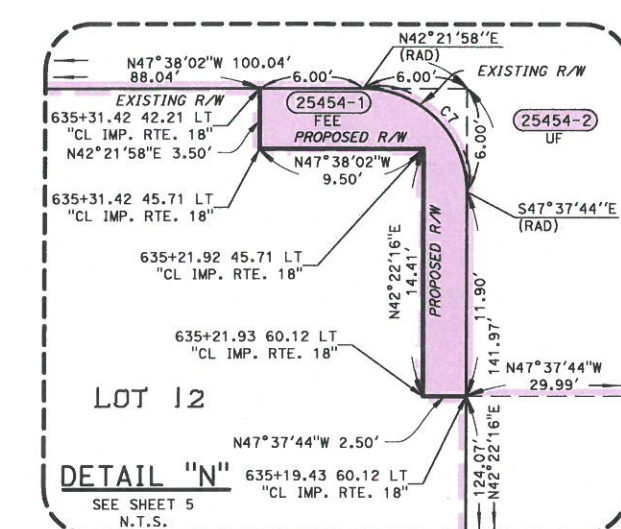
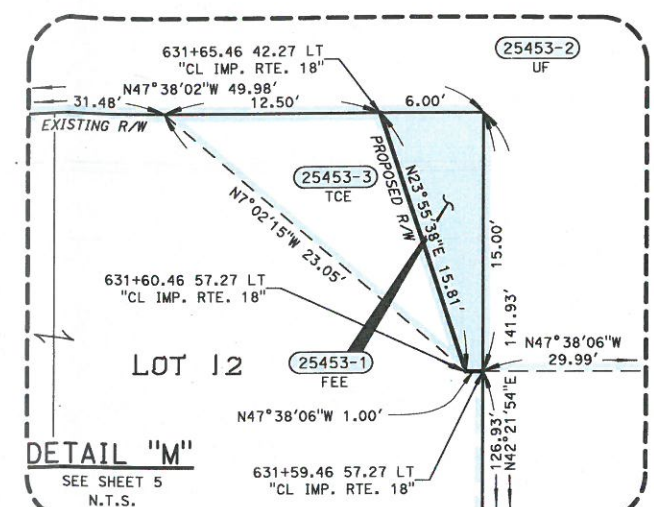
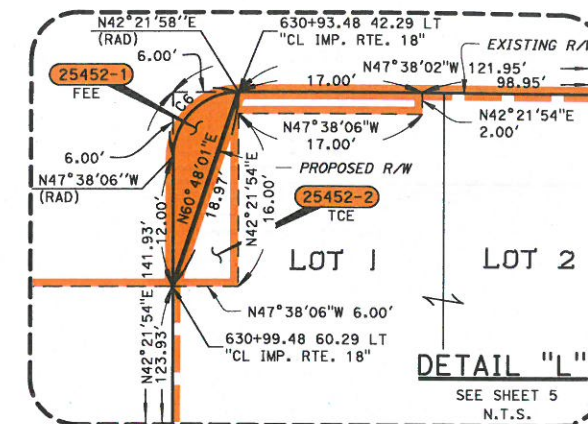
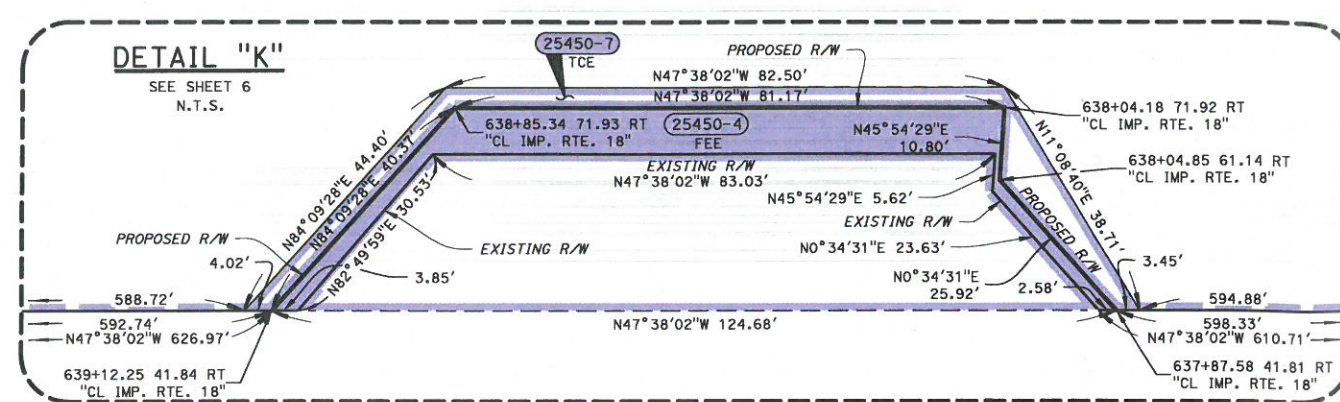
FA##:##

DRAFTED BY:C. ZAMORA

CHECKED BY:R. RODRIGUEZ










DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.	TOTAL SHEETS
08	SBd	18	95.7-95.9	8	10

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



CURVE DATA TABLE			
NO.	RADIUS	DELTA	LENGTH
C6	6.00'	90°00'04"	9.42'
C7	6.00'	90°00'18"	9.43'
C8	10.00'	55°12'53"	9.64'
C9	10.00'	53°16'37"	9.30'

PARCEL#	TITLE CODE	GRANTOR	AREAS (square feet or as noted)					REMARKS	RECORDATION		
			TOTAL	REQUIRED	[UF] EXCESS	[UF] REMAINDER			TYPE	DATE	DOC.#
25450-4	F	CITY OF VICTORVILLE						SEE SHEET 6			
25450-7	TCE	CITY OF VICTORVILLE						SEE SHEET 6			
25452-1	F	SAYEGH FAMILY TRUST						SEE SHEET 5			
25452-2	TCE	SAYEGH FAMILY TRUST						SEE SHEET 5			
25453-1	F	16849 S D STREET LLC						SEE SHEET 5			
25453-2	O	16849 S D STREET LLC						SEE SHEET 5			
25453-3	TCE	16849 S D STREET LLC						SEE SHEET 5			
25454-1	F	ZUNIGA, ISALDA & ESPARZA, JOSE R						SEE SHEET 5			
25454-2	O	ZUNIGA, ISALDA & ESPARZA, JOSE R						SEE SHEET 5			
25455-1	F	MURANCO INC						SEE SHEET 6			
25455-2	TCE	MURANCO INC						SEE SHEET 6			
25456-1	F	BLECH, DOROTHY EXEMPTION TRUST OF JOHN H BLECH & DOROTHY						SEE SHEET 6			
25456-2	TCE	BLECH, DOROTHY EXEMPTION TRUST OF JOHN H BLECH & DOROTHY						SEE SHEET 6			
25790-1	F	MICHAEL MOOS & TINA DE YOUNG, TRUSTEES OF THE MOOS & DE YOUNG LIVING TRUST						SEE SHEET 6			
25790-2	TCE	MICHAEL MOOS & TINA DE YOUNG, TRUSTEES OF THE MOOS & DE YOUNG LIVING TRUST						SEE SHEET 6			

GRANTOR NOTES		NOTES	
Areas shown do not include underlying fee, unless indicated. Ac=acres Indicates Underlying Fee (UF) Area Indicates Indeterminate UF		Coordinates and bearings are on CCS 83 (EPOCH 2007.00) Zone 5. Distances and stationing are grid distances. Divide by 0.99979438 to obtain ground distances. All distances are in feet unless otherwise noted.	
TITLE CODES: A=Access Rights Only F=Fee E=Easement (Ease) TCE=Temp Construction Ease T=Other Temp Ease (see Remarks) O=Other (see Remarks)			
LEGEND			
 Access Prohibited			
 Access Superseded			
 Existing R/W Superseded			
 Access Opening (Private)			
 (R) Indicates Radial Bearing			
 Indicates Found Monument as noted			
 Indicates calculated point. (Does not imply monument set)			
 Title to State			
 Required for Others			

STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY APPRAISAL MAP RW000416-09 FOR PREVIOUS R/W INFORMATION SEE MAP(S) NO SCALE				
TO DESIGN:08/26/2022 EA(e):1J300 FAN:## DRAFTED BY:C. ZAMORA CHECKED BY:R. RODRIGUEZ				
DISTRICT	COUNTY	ROUTE	SHEET PM	SHEET NO.TOTAL SHEETS
08	SBD	18	95.9-96.1	9 10

R/W PROJECT SURVEYOR: R. RODRIGUEZ
DATE: 03/24/2023
BY: C. ZAMORA
ADDED PARCEL 25790-1, 2

RW000416.dwg
K:\VME\Projects\580\01\B\PM_90.9-96.6_1J300\Maping\RW_Maps.dwg

RECORDING REQUESTED BY

When Recorded Mail To

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
464 W. 4th STREET, 6th FLOOR
SAN BERNARDINO, CA 92401-1400
Attention Record Maps- MS 980

FREE RECORDING:

This instrument is for the benefit of The State of California, and is entitled to be recorded without fee or tax. (Govt. Code 6103, 27383 and Rev. & Tax Code 11922)

APN: 0478-161-06 & 0478-172-19

Space above this line for Recorder's Use

GRANT DEED

District	County	Route	Postmile	Number
08	SBD	18	95.8-96.1	25450-1, -2, -3, -4, & -5

THE CITY OF VICTORVILLE, California municipal corporation,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the City of Victorville, County of San Bernardino, State of California, described as follows:

See Exhibit "A", attached.

EXHIBIT "A"

That portion of Parcel 1 of Parcel Map No. 12557, as per Map recorded in Book 147, Page 6 of Parcel Maps, and that portion of Parcel 1 of Parcel Map No. 14994, as per Map recorded in Book 181, Pages 78 and 79 of Parcel Maps, both in the City of Victorville, County of San Bernardino, State of California, in the Office of the County Recorder of said County, described as follows:

Parcel 25450-1

BEGINNING at the intersection of the southerly corner of said Parcel 1 of said Parcel Map No. 12557 and the northeasterly right of way of State Route 18 (53.99' half-width); thence along said right of way, North 47°38'02" West 24.00 feet; thence perpendicular North 42°20'58" East 1.00 feet; thence parallel with said right of way, South 47°38'02" East 24.00 feet to the southeasterly line of said Parcel 1; thence along said southeasterly line, South 42°20'58" West 1.00 feet to the **POINT OF BEGINNING**.

Parcel 25450-2

A portion of land lying southerly and westerly of the following described line:

COMMENCING at said mentioned-above intersection; thence along said mentioned-above right of way, North 47°38'02" West 266.82 feet to the **POINT OF BEGINNING**; thence North 5°48'50" West 34.49 feet; thence parallel with said right of way, North 47°38'02" West 7.50 feet to a point on the northwesterly line of said Parcel 1, said point being the **POINT OF TERMINATION** of this line.

Parcel 25450-3

A portion of land lying southerly of the following described line:

BEGINNING at a 1" I.P. with Brass tag "CITY VIC," being the end of a curve having a 20.00 feet radius, and the northwesterly line of Sixth Street as shown on said Parcel 1 of said Parcel Map No. 14994; thence along said northwesterly line North 42°21'58" East 3.00 feet to **Point A**; thence perpendicular North 47°38'02" West 6.81 feet; thence South 87°21'12" West 32.52 feet to a point on the northeasterly right of way of State Route 18 (53.99' half-width) as shown on said Parcel Map No. 14994, said point being North 47°38'02" West 9.80 feet from the beginning of a curve, said point also being the **POINT OF TERMINATION** of this line.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way, lying within the following described land as follows:

BEGINNING at **Point A**; thence along said northwesterly line of said Sixth Street South 42°21'58" West 76.99 feet to the centerline intersection of said State

Route 18; thence along said centerline South 47°38'02" East 59.98 feet to the intersection of the southeasterly line of said Sixth Street; thence along said southeasterly line, North 42°21'58" East 76.99 feet; thence perpendicular North 47°38'02" West 59.98 feet to the **POINT OF BEGINNING**.

Parcel 25450-4

COMMENCING at **Point B**, being the intersection of said right of way of State Route 18 (53.99' half-width) and the southeasterly line of Second Street (Vacated) as shown on said Parcel 1 of said Parcel Map No. 14994; thence along said right of way South 47°38'02" East 626.97 feet to the **POINT OF BEGINNING**; thence North 84°09'28" East 40.37 feet; thence parallel with said right of way South 47°38'02" East 81.17 feet; thence South 45°54'29" West 10.80 feet; thence South 00°34'31" West 25.92 feet to said right of way; thence along said right of way, North 47°38'02" West 2.58 feet; thence Course A, North 00°34'31" East 23.63 feet; thence Course B, North 45°54'29" East 5.62 feet; thence Course C, parallel with said right of way North 47°38'02" West 83.03 feet; thence Course D, South 82°49'59" West 30.53 feet to said right of way; thence along said right of way, North 47°38'02" West 3.85 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way, lying southwesterly of Courses A, B, C & D.

Parcel 25450-5

COMMENCING at said mentioned-above **Point B**; thence along said mentioned-above northeasterly right of way, South 47°38'02" East 34.23 feet to the **POINT OF BEGINNING**, being a non-tangent curve, concave easterly, having a radius of 34.99 feet, to which a radial line bears South 48°09'43" West; thence northerly along said curve, through a central angle of 67°03'55" an arc length of 40.96 feet; thence South 08°18'19" East 38.66 feet to the **POINT OF BEGINNING**.

TOGETHER with underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way, lying within the following described land as follows:

COMMENCING at said mentioned-above **Point B**; thence along said mentioned-above northeasterly right of way, South 47°38'02" East 34.23 feet to the **POINT OF BEGINNING**, being a non-tangent curve, concave easterly, having a radius of 34.99 feet, to which a radial line bears South 48°09'43" West; thence northerly along said curve, through a central angle of 67°03'55", an arc length of 40.96 feet; thence parallel with said right of way North 47°38'02" West 34.31 feet to the northwesterly line of said Parcel 1 of said Parcel Map No. 14994, said line being the centerline of said

Second Street (Vacated); thence along said northwesterly line, South 42°21'58" West 78.49 feet to the intersection of the centerline of said State Route 18; thence along the centerline of said State Route 18, South 47°38'02" East 64.22 feet; thence perpendicular, North 42°21'58" East 53.99 feet to the **POINT OF BEGINNING**.

The distances used in the above description are on the California Coordinate System of 1983, Zone 5 (Epoch 2007.00). Divide the above distances used in the above description by 0.99979438 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature:


Professional Land Surveyor

Date:

May 9, 2023



Number
25450-1, -2, -3, -4, & -5

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

Dated: _____

The City of Victorville, California
Municipal Corporation

Name:
Title:

Name:
Title:

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated _____

By _____
Director of Transportation

By _____
Attorney in Fact

ACKNOWLEDGMENT

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

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

RIGHT OF WAY CONTRACT - STATE HIGHWAY

RW 8-3 (Rev. 6/95)

, California

Date

DISTRICT	COUNTY	ROUTE	POST MILE	R/W E.A/PROJ. #.
8	SBd	018	95.8	1J300 0818000016

CITY OF VICTORVILLE

Grantor(s)

Document No. **25450-1.2,3,4,5**, in the form of a **Grant Deed** and **25450-6.7** in the form of a **Temporary Construction Easement** to the State of California covering the property particularly described in the above instrument has been executed and delivered to **Celia Calderilla**, **Associate Right of Way Agent** for the State of California.

1. In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:
 - (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
 - (B) Grantee requires said property described in Document No. **25450-1.2,3,4,5** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.
 - (C) Both Grantor(s) and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
 - (D) The parties to this contract shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall:

- (A) Pay the undersigned grantor(s) the sum of **\$9,500.00** for the property or interest conveyed by above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes except:

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

- a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
 - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
 - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees, including any and all notary fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown in Clause 2(A) above, any amount necessary to satisfy and bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, an/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. This transaction will be handled through an escrow with the Department of Transportation, 464 W. 4th Street, San Bernardino CA 92401.
 4. Any or all moneys payable under this contract up to and including the total amount of unpaid principal and interest on note secured by mortgage or deed of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed or mortgage, shall, upon demand, be made payable to the mortgagee or beneficiary(ies) entitle thereunder, said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage or deed of trust.
 5. Grantor(s) warrant(s) that there are no oral or written leases on all or any portion of the property exceeding a period of one month (except those with National Railroad Passenger Corporation (Amtrak) and Victor Valley Transit Authority (VVTA), as well as a VVTA sublease to The Vegan Vato, a restaurant located within the Victorville Transportation Center.), and the Grantor(s) further agree(s) to hold the State harmless and reimburse the State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor(s) for a period exceeding one month.
 6. In consideration of the State's waiving the defects and imperfections in the record title, as set forth in Paragraph 2 (A), the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
 7. State agrees to indemnify and hold harmless the Grantor(s) from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

RW 8-3 (Rev. 6/95)

any damages proximately caused by reason of State's operations under this agreement and State, will, at its option, either repair or pay for such damage.

8. The acquisition price of the property being acquired in this transaction reflects the fair-market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its cleanup costs from those who caused or contributed to the contamination.
9. It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the Temporary Construction Easement identified as **25450-6, and 25450-7** for the period commencing on **4/2/2024** and terminating on **2/2/2027**. This easement may also be terminated prior to the above date by the Grantee upon written notice to the Grantor.

Written notification shall be given to the Grantor at:

City of Victorville
Attn: Economic Development Director
14343 Civic Center Drive
Victorville, CA 92392

10. Permission is hereby granted to the State or its authorized agent to enter upon the Grantor's (Grantors') land, where necessary, within that certain area shown on the Right of Way Map, for the purpose of a temporary construction easement (TCE), which will be used by the construction contractor for the purposes of allowing contractors sufficient working area. In no instance will the Grantee or its Contractor(s) store materials, equipment, etc. related to the rehabilitation project in said area outside of their working parameter. At least 2 (TWO) weeks advance written notice will be given before any entry to grantor's property.
11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the grantor (s). The amount shown in clause 2(A), herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
12. In the event this information changes or the property transfers, the owner shall notify the State in writing of such occurrence at:

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF TRANSPORTATION
464 W. 4th Street, 9th Floor, MS-950
San Bernardino, CA 92401-1400

Attn: Celia Calderilla
Office of Right of Way
(909) 518-6121

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)RW 8-3 (Rev. 6/95)

13. It is understood and agreed by and between the parties hereto that payment in Clause 2(A) above includes, but is not limited to, payment for 2 medium bushes which are considered to be part of the realty and are being acquired by the State in this transaction.

RIGHT OF WAY CONTRACT - STATE HIGHWAY (Cont.)

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

By _____
Name:
Title:

By _____
Name:
Title:

RECOMMENDED FOR APPROVAL:

By: _____
Celia Calderilla
Associate Right of Way Agent
District 8

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

APPROVED BY:

By: _____
Anthony Rizzi
Senior Right of Way Agent
District 8

No Obligation Other Than Those Set Forth Herein Will Be Recognized.