

**AUBURN AREA RECREATION AND PARK DISTRICT
MEETING OF THE ACQUISITION AND DEVELOPMENT COMMITTEE AGENDA**

MONDAY, DECEMBER 5, 2022, 4:00 PM

**CANYON VIEW COMMUNITY CENTER, BOARD ROOM
471 MAIDU DRIVE
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection by contacting the District Administrator at kmuscott@auburnrec.com or by calling (530) 537-2186 (M-F).

The public may participate in the meeting in-person or through Zoom. The link for this meeting is <https://us06web.zoom.us/j/83300431653>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 833 0043 1653 to participate.

People using the Zoom website will be able to see and hear the Committee, and the Committee will be able to hear the public. The Committee will not receive any visual/video from the public. This is done to avoid inappropriate visual content at the meeting.

Questions and comments can be sent via email to the District Administrator no later than one hour before the meeting. These emails will be read aloud at the meeting and responded to accordingly. Emails can be sent during the meeting, and staff will work to ensure that all are read, however the best way to have your comment heard is through the Zoom meeting or the associated phone number.

If you are a person with a disability and need an accommodation to participate in the District's programs, services, activities and meetings, contact Kahl Muscott at (530) 537-2186 or kmuscott@auburnrec.com at least 48 hours in advance to request an auxiliary aid or accommodation.

1.0 CALL TO ORDER

Gray ____ Lynch ____

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

3.0 PUBLIC COMMENT – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Committee Chairperson, please state your name and address for the record (optional). There is a time limitation of three minutes.

4.0 BUSINESS

4.1 Approval of Minutes from the November 7, 2022, Acquisition & Development Meeting (Pages 3-4)

Recommendation: Review and approve minutes.

4.2 Resolution #2022-27; Partial Fee Acquisition and Temporary Construction Easement at Regional Park (Pages 5-47)

Shall the Auburn Area Recreation and Park District (ARD) approve Resolution #2022-27, authorizing the District Administrator to sign all necessary documents for the Partial Fee Acquisition and Temporary Construction Easement at Regional Park?

Discussion items:

1. 2021 – 2022 Project Activity Report (Pages 48-51)
2. Dog Park at Meadow Vista (Pages 52-54)
3. Locations for new Pickleball Courts (Pages 55-60)

5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS

1. Realign the parking lot at Recreation Park.
2. Adding Second Set of Aluminum Bleachers at “B” Field
3. Addition Safety Pads for Old Tennis Poles at Meadow Vista Courts (Page 61)

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

AUBURN AREA RECREATION AND PARK DISTRICT
This agenda is hereby certified to have been posted as follows:

ADJOURNMENT

12/02/2022
Date

10:00 AM
Time

Carly Wagoner
Secretary to the Board

**Auburn Area Recreation and Park District
Minutes of the Acquisition & Development Committee Meeting
Monday, November 7, 2022 at 4:00 PM
Canyon View Community Center, Board Room
471 Maidu Drive, Auburn, CA 95603**

1.0 CALL TO ORDER

The meeting of the Acquisition & Development Committee was called to order at 4:00 PM

Chairperson Lynch and Vice-Chairperson Gray were present.

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

The agenda was approved by the Committee.

3.0 PUBLIC COMMENT

None.

4.0 BUSINESS

4.1 Approval of Minutes from the October, 2022 Acquisition & Development Meeting

Vice-Chairperson Gray reviewed and approved the minutes from the October 17, 2022, Acquisition & Development Meeting.

4.2 ARD Marriott Meadows Park Prop. 68 Grant Obligation-Conservation Corps Brush Clearing Work. Award of Contract and Finding of Competitive Bidding Exception

Chairperson Lynch and Vice-Chairperson Gray reviewed the ARD Marriott Meadows Park Prop. 68 Grant Obligation-Conservation Corps Brush Clearing Work. Award of Contract and Finding of Competitive Bidding Exception and sent to the Board with a positive recommendation.

4.3 Amending 2022/2023 Project List and CIP

Chairperson Lynch and Vice-Chairperson Gray reviewed the Amending 2022/2023 Project List and CIP and sent to the Board with a positive recommendation.

Discussion Items:

1. 2021 – 2022 Project Activity Report - this was reviewed by the Committee.
2. Locations for new Pickleball Courts – this item was reviewed by the committee.
3. 75th Anniversary review proposed logos and review new archival information. We will have the final patch June, 2023.

-5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS

1. Realign the parking lot at Recreation Park.
2. Adding Second Set of Aluminum Bleachers at "B" Field.
3. Addition Safety Pads for Old Tennis Poles at Meadow Vista Courts. These have been ordered.

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

ADJOURNED

As there was no further business, the meeting was adjourned at 5:03 PM.

Cathy Wayboul
Board Secretary

11/18/2022
Date

4.2 Cover sheet – Resolution #2022-27; Partial Fee Acquisition and Temporary Construction Easement at Regional Park

**Auburn Area Recreation and Park District Acquisition and Development Committee
December, 2022**

The Issue

Shall the Auburn Area Recreation and Park District (ARD) approve Resolution #2022-27, authorizing the District Administrator to sign all necessary documents for the Partial Fee Acquisition and Temporary Construction Easement at Regional Park?

Background

The South Placer Regional Transportation Authority (SPRTA), in cooperation with the Placer County Transportation Planning Agency (PCTPA) are proceeding with the Hwy. 49 Sidewalk Gap Closure Project. This project includes construction of sidewalks and accessible curb ramps at various location along Hwy. 49 in and near Auburn. Part of this project requires SPRTA to purchase a 2,022 square foot partial fee acquisition and a 1,053 temporary construction easement at the point where Regional Park abuts Hwy. 49. That general area is shown in the black oval below:



SPRTA is proposing to pay ARD \$4,500 for the property and a \$500 bonus if we approve the contract by December 28th. The \$4,500 is based on an appraisal done by an independent Real Estate Appraiser.

The property that is being considered for purchase is not currently used by ARD, and in general it only provides opportunities for ARD staff to perform brush and blackberry removal, upon CDFW approval. SPRTA has stated that the project will not have any affect on Rock Creek, which flows through Regional Park and provides water for the park pond.

Recommendation for the A&D Committee

Review and send a positive recommendation to approve Resolution #2022-27, authorizing the District Administrator to sign all necessary documents for the Partial Fee Acquisition and Temporary Construction Easement at Regional Park.

It should be noted that the Right-of-Way Contract that we are being asked to sign mentions that the contract is being executed under the threat of eminent domain, and that the proposed compensation for the property is a compromise and settlement, in lieu of eminent domain litigation.

Fiscal Impact

SPRTA will pay ARD \$5,000 if the contract is executed by 12/28/22.

SPRTA will pay ARD \$4,500 if the contract is executed after 12/28/22.

Attachments

Resolution # 2022-27

Cover letter re: Offer to Acquire Property Rights

Pertinent pages from appraisal of Regional Park property (the entire 67-page document can be made available upon request)

Right-of-Way Contract

SPRTA Information Booklet – Acquisition of Property

RESOLUTION NUMBER 202-27

A RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE AUBURN AREA RECREATION AND PARK DISTRICT AUTHORIZING THE DISTRICT ADMINSTRATOR TO SIGN ALL DOCUMENTS RELATED TO THE PARTIAL FEE ACQUISITION AND TEMPORARY CONSTRUCTION EASEMENT AT REGIONAL PARK

WHEREAS, the Auburn Area Recreation and Park owns and operates Regional Park in north Auburn, and

WHEREAS, a small portion of Regional Park abuts up against Highway 49, and

WHEREAS, the South Placer Regional Transportation Authority (SPRTA) in cooperation with the Placer County Transportation Planning Agency (PCTPA) are proceeding with the Hwy. 49 Sidewalk Gap Closure Project, a project that includes construction of sidewalks and accessible curb ramps at various location along Hwy. 49 in and near Auburn, and

WHEREAS, part of this project requires SPRTA to purchase a 2,022 square foot partial fee acquisition and a 1,053 temporary construction easement at the point where Regional Park abuts Hwy. 49. and

WHEREAS, SPRTA has offered the Auburn Area Recreation and Park District \$4,500 for the purchase of this property, and a \$500 incentive bonus if the contract is executed by December 28th, and

WHEREAS, after due consideration, the Auburn Area Recreation and Park District has concluded that the appraised value of \$4,500 is acceptable and that the sale of this property will not have any material impacts upon the residents and/or the users of Regional Park,

THEREFORE, the Auburn Area Recreation and Park District Board of Directors does hereby resolve the following:

That the District Administrator for the Auburn Area Recreation and Park District is authorized to sign, endorse and/or otherwise approve all contracts, reports and documents related to the purchase a 2,022 square foot partial fee acquisition and a 1,053 temporary construction easement at the point where Regional Park abuts Hwy. 49.

APPROVED, PASSED, AND ADOPTED ON December 15th, 2022 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Michael G. Lynch
Chairperson of the Governing Board

ATTEST:

Clerk to the Governing Board



October 28, 2022

Auburn Area Recreation Park and Park District
471 Maidu Drive
Auburn, CA 95603-5764

**Re: Offer to Acquire Property Rights
Highway 49 Sidewalk Gap Closure Project
Auburn Regional Park, Auburn, CA 95602
Assessor Parcel No. 051-180-046**

Dear Property Owner:

The South Placer Regional Transportation Authority (hereinafter referred to as "SPRTA") in cooperation with Placer County Transportation Planning Agency (hereinafter referred to as "PCTPA") are proceeding with the Highway 49 Sidewalk Gap Closure Project (the "Project"). The Project includes construction of sidewalks and accessible curb ramps at various locations between post miles 3.7 and 7.5 along State Route 49 ("SR 49") in and near Auburn, in Placer County to provide pedestrian accessibility.

SPRTA has determined that the Project will require the acquisition of certain property interests in the property located at Auburn Regional Park in Auburn, CA 95602 and identified by the Placer County Assessor as Assessor Parcel Number 051-180-046 (the "Property"). A review of public records indicates that you are the owner of record of the Property.

SPRTA is interested in negotiating the purchase of a 2,022 square foot partial fee acquisition and a 1,053 square foot temporary construction easement for a term of twenty-four (24) months (collectively, the "Property Interests") in your Property. The Property Interests are described and depicted in the enclosed legal description and maps. SPRTA has determined that the amount of just compensation for the Property Interests and hereby offers you the amount of **\$4,500**.

SPRTA has approved an Incentive Payment Program for the Project that is being offered to all property owners. This Incentive Payment Program provides that should you accept and enter into a Right of Way Contract with SPRTA within sixty (60) days of receipt of this offer for the Property Interests in the amount offered as just compensation herein, SPRTA will pay an additional 10% of the amount of just compensation or a minimum of \$500 as an incentive for the timely signing of a contract. Therefore, SPRTA would like to offer **\$500** as an incentive to enter into a timely agreement, in addition to the just compensation of **\$4,500**, for a total amount of **\$5,000**. While the incentive payment of an additional \$500 expires sixty (60) days from receipt of this offer, the just compensation offer amount of **\$4,500** will remain after the sixty (60) days has expired.

SPRTA has retained Monument to contact the property owners in order to acquire the necessary rights for the Project and has specifically authorized Monument to make this offer to you.

It is SPRTA's policy to acquire privately owned property only when it is essential to do so, and through voluntary purchase if possible. While SPRTA has the power of eminent domain, condemnation has not been authorized with respect to the Property Interests. However, in order to keep you fully informed, enclosed is a pamphlet on the eminent domain process and your rights.

Federal and California law requires that before making an offer to acquire real property or an interest in real property, SPRTA must obtain an appraisal to determine the fair market value of the property interests to be acquired for the Project, establish an amount which it believes to be just compensation for the property interests to be acquired, and make an offer to the owner or owners of record to acquire the property interests in the full amount of the just compensation so established.



It is SPRTA's hope that this price is agreeable to you and that the acquisition can begin immediately. This offer is, however, conditioned upon SPRTA's ratification of the offer by execution of a contract of acquisition in a form and substance approved by Board of Directors of SPRTA. This offer is also based on the assumption that the Property Interests are free of contamination and require no remediation. If contamination is found, this offer will be subject to amendment.

You have the right to obtain your own independent appraisal. Pursuant to California Code of Civil Procedure section 1263.025, you are entitled to be reimbursed for the reasonable cost, up to five thousand dollars (\$5,000), for an independent appraisal you obtain. In order to receive any reimbursement, the appraiser you choose must be licensed with the California Bureau of Real Estate Appraisers (formerly the California Office of Real Estate Appraisers) and you must submit your reimbursement request in writing to Monument. With your reimbursement request, you must submit (1) copies of the contract (if a contract was made), (2) the appraisal report, and (3) the invoice for the completed work by the appraiser. Your request must be submitted to Monument within ninety (90) days of the earlier of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal.

If you wish to accept this offer, please sign the enclosed Right of Way Contract, sign and notarize the enclosed deed and call Jen Cole of Monument at (951) 956-7233 so that delivery of the signed contract and signed and notarized deed can be arranged. If you have any questions or wish to discuss this matter further, please feel free to call Jen Cole at the number noted above.

Sincerely,
Monument



Kim Bibolet, Project Manager
On behalf of SPRTA

Enclosures:

Appraisal Report
Summary Statement Relating To The Purchase Of Real Property Or An Interest Therein
Right of Way Contract
Grant Deed
Grant of Easement (Temporary Construction Easement)
Legal Description and Plat for the Partial Fee interest to be acquired
Depiction of the Temporary Construction Easement interest to be acquired
Preliminary Title Report
Title VI Package
Acquisition Brochure
W-9 Request for Taxpayer ID

cc: Rick Carter, PCTPA

monument

3626 Fair Oaks Blvd, Suite 100, Sacramento, CA 95864

info@monumentrow.com | 800 577 0109

www.monumentrow.com

**SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN**

The South Placer Regional Transportation Authority (SPRTA) in cooperation with Placer County Transportation Planning Agency (PCTPA) are proceeding with the SR-49 Sidewalk Gaps Closure Project (Project), which proposes to construct sidewalks and accessible curb ramps at various locations between post miles 3.7 and 7.5 along State Route 49 (SR 49) in and near Auburn, in Placer County.

Your property located at Auburn Regional Park, Auburn, CA 95602 is within the Project area and identified by your County Assessor as Parcel No. 051-180-046.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment of the probable amount of just compensation prior to vacating the real property being acquired unless you have heretofore waived such entitlement. In the event of any voluntary purchase or sale of the property or interests, you would not be required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes allocable to any period following the passage of title or possession.
2. SPRTA and PCTPA will offer to purchase any remnant(s), if any, considered by SPRTA and PCTPA to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction, and which are owned by you as the owner or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired are: a partial fee interest and a temporary construction easement. The property being purchased is comprised of a 2,022 sq. ft. partial fee interest and a 1,053 sq. ft. temporary construction easement and are depicted in the attached exhibits.
4. The market value of the property proposed to be acquired is based upon a market value appraisal which is included in the attached Appraisal, and such amount:
 - A. Represents the full amount of the appraisal of just compensation for the property proposed to be purchased;
 - B. Is not less than the approved appraisal of the fair market value of the property as improved;
 - C. Disregards any decrease or increase in the fair market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - D. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with SPRTA and PCTPA.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, SPRTA and PCTPA will pay for the actual reasonable costs up to Five Thousand (\$5,000) Dollars subject to the following conditions:
 - A. You, not SPRTA or PCTPA, must order the appraisal. Should you enter into a contract with the selected appraiser, SPRTA and PCTPA will not be a party to the contract;
 - B. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREAs);

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY
SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN

- C. Appraisal cost reimbursement must be made in writing, and submitted to the SPRTA and PCTPA c/o Monument at 3626 Fair Oaks Blvd., Suite 100, Sacramento, CA 95864 Attn: Kim Bibolet, within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to SPRTA and PCTPA concurrent with the submission of the written request. The costs must be reasonable and justifiable.
6. If you are the owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, you may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner and/or lessee's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject SPRTA and PCTPA's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to SPRTA and PCTPA of all or part of your interest in the real property sought to be acquired by SPRTA and PCTPA as set out in Streets and Highways Code Sections 104.2 and 104.12.

District	County	Route	E. A.	Fed. Ref.	Name	APN
3	Placer	49	3H830	6158(082)	Auburn Area Recreation Park and Park District	051-180-046

RIGHT-OF-WAY CONTRACT -- STATE HIGHWAY

Auburn Area Recreation Park and Park District (hereinafter, "Grantor"), owns the real property located at Auburn Regional Park, Auburn, CA 95602 in the County of Placer, Assessor Parcel Number 051-180-046 (the "Property"). A partial fee interest and a temporary construction easement in a portion of the Property are needed for construction of the of the Highway 49 Sidewalk Gap Closure Project, a public project involving the construction of sidewalks and accessible curb ramps at various locations between post miles 3.7 and 7.5 along State Route 49 (the "Project"). The Project will address pedestrian accessibility in or near the City of Auburn, in Placer County. The South Placer Regional Transportation Authority ("SPRTA") in cooperation with the Placer County Transportation Planning Agency ("PCTPA") seeks to acquire a Grant Deed, covering the property interest as described and depicted in Exhibits "A" and "B" attached to Exhibit "1" and a Temporary Construction Easement Deed, covering the property interest as depicted in Exhibit "C" attached to Exhibit "2" to SPRTA (collectively, the "Property Interests") and have been executed and delivered to, Jen Cole, Right-of-Way Agent for Monument, agent for SPRTA.

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

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve SPRTA of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) SPRTA requires said Property Interests described in Exhibit "1" and Exhibit "2" for the Project, a public use for which SPRTA has the authority to exercise the power of eminent domain. This Right-of-Way Contract is executed under the threat of eminent domain.
- (C) Both Grantor and SPRTA recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interests by eminent domain litigation. The compensation set forth herein for the Property Interests are in compromise and settlement, in lieu of such litigation.
- (D) It is agreed that SPRTA may open an escrow in accordance with this Agreement at an escrow company of SPRTA's choice ("Escrow Agent"), Escrow No. to be determined. This Agreement constitutes the joint escrow instructions of SPRTA and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow.
2. (A) SPRTA shall pay the undersigned Grantor the sum of FIVE THOUSAND DOLLARS and NO CENTS (\$5,000.00) for the Property Interests conveyed by Exhibit "1" and Exhibit "2" when title to said Property Interests vests in SPRTA free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes, except:

RIGHT OF WAY CONTRACT**CONFIDENTIAL**

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

- i. 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.
 - ii. Covenants, conditions, restrictions and reservations of record as contained in the title report (Fidelity National Title Company order number 01006232-010-AM-PJ).
 - iii. Easements or rights-of-way over said land for public or quasi-public utility or public street purposes, if any.
 - (B) In addition to the Fair Market Value, it is agreed by and between the parties hereto that the amount in Clause 2(A) above includes the sum of FIVE HUNDRED DOLLARS and NO CENTS (\$500.00) as an incentive to the Grantor for the timely signing of this Agreement. This incentive payment offer expires sixty (60) days from the initiation of negotiations date.
 - (C) SPRTA shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by SPRTA, the premium charged, therefore. Due to SPRTA's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922). This transaction may be handled through an external escrow with Fidelity National Title Company or another selected escrow company, Escrow No. to be determined.
 - (D) SPRTA shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. **FULL AND COMPLETE SETTLEMENT.** Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against SPRTA, Placer County Transportation Planning Agency, and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interests, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor, on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interests, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interests and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.

RIGHT OF WAY CONTRACT**CONFIDENTIAL**

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

4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interests, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:
- (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California which provides:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.
5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interests. Grantor will defend and indemnify SPRTA, its successors and/or assigns if it turns out that a claim is made or legal action is filed against SPRTA, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants that it will defend and indemnify SPRTA, its successors and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.
7. Grantor represents and warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. Grantor agrees to hold SPRTA harmless and reimburse SPRTA for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interests in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by Grantor, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement.
8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements, including but not limited to: None.
- It is understood and agreed by and between the parties hereto that the following improvements within the Property Interests will be protected in place: None. It is further understood and agreed to by and between the parties hereto that the following improvements within the Property Interests will be relocated: None.
9. SPRTA shall not take actual/physical possession of the Property Interests until thirty (30) day advance notice by SPRTA or SPRTA's assignee or contractor is given to Grantor of SPRTA 's taking actual/physical

possession of the Property Interests. Prior to SPRTA's actual/physical possession of the Property Interests, Grantor agrees to hold harmless, defend and indemnify SPRTA its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the Property Interests by Grantor and/or Grantor's guests, invitees, or any other person. SPRTA shall not be deemed to have control of the Property Interests nor duty to maintain the Property Interests in a safe condition prior to the time SPRTA or SPRTA's contractor take actual/physical possession of the Property Interests.

Grantor agrees to name SPRTA, PCTPA and State of California, Department of Transportation as an additional insured under its current insurance policy. Grantor further agrees to notify SPRTA in writing within thirty (30) days of any potential claim relating to the area within the Property Interests prior to SPRTA taking actual/physical possession of the Property Interests.

10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by SPRTA, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.
12. It is agreed between the parties hereto that SPRTA is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on Property Interests acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title report (Fidelity National Title Company order number 01006232-010-AM-PJ). Grantor acknowledges that it has received and reviewed the Preliminary Title Report. The assessments remain the obligation of Grantor. Payment for the Property Interests acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments. The Property Interests acquired under this transaction are to be free and clear of any liens, bonds and/or assessments at the close of escrow.
13. The Temporary Construction Easement shall be non-exclusive. The Temporary Construction Easement shall be for a period of twenty-four (24) months ("TCE Term"). The TCE Term shall commence upon the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The actual/physical construction activities within the TCE area shall be limited to a period of twenty-four (24) months (the "Construction Period"). SPRTA or SPRTA's assignee or contractor shall provide thirty (30)-days written notice as to when the Construction Period will commence. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris during the TCE Term. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the TCE area that remains after commencement of work within the TCE area may be removed by SPRTA and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed during the TCE Term shall be the sole responsibility of Grantor.
15. Any notice either party may or is required to give the other shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

RIGHT OF WAY CONTRACT

CONFIDENTIAL

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

To Grantor:

Auburn Area Recreation Park and Park District
471 Maidu Drive
Auburn, CA 95603-5764

To SPRTA:

299 Nevada Street
Auburn, CA 95603
Attn: Rick Carter, Deputy Executive Director

With a copy to:

Sloan, Sakai, Yeung & Wong LLP
555 Capitol Mall, Suite 600
Sacramento, CA 95814
Attn: DeeAnne Gillick, General Counsel

16. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. SPRTA may freely assign any or all of its interests or rights under this Agreement.
17. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property Interests being acquired in this transaction reflects the full and complete settlement of the Property Interests without the presence of contamination. If the Property Interests being acquired are found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, SPRTA may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.
18. It is understood and agreed that the fully executed Grant Deed and Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Placer.
19. SPRTA reserves the right to cancel escrow and terminate this Agreement if at any time SPRTA determines that the Property Interests are no longer needed for the Project.
20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
21. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
22. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity will thereby be obligated to perform the terms of this Agreement.
23. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument. Documents executed, scanned, and

RIGHT OF WAY CONTRACT

CONFIDENTIAL

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

transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, which such scanned and electronic signatures having the same legal effect as original signatures.

- 24. This Agreement may be subject to approval by SPRTA Board of Directors.
- 25. The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 28 C.F.R Section 50.3.
- 26. 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 Agreement.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
--SIGNATURES FOLLOW--*

In Witness Whereof, the Parties vested have executed this Agreement the day and year set forth below.

Auburn Area Recreation Park and Park District

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____



**South Placer Regional Transportation Authority,
a California joint powers authority**

By: _____

Michael Luken
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____

DeeAnne Gillick
General Counsel

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

South Placer Regional Transportation Authority
Attn: Clerk
299 Nevada Street
Auburn, CA 95603

EXEMPT FROM RECORDING FEES:
This instrument is for the benefit of the South Placer
Regional Transportation Authority and is entitled to be
recorded without fee or tax. (Gov. Code, §§ 6103, 27383;
and Rev. & Tax. Code, § 11922.)

APN: 051-180-046

Above Space for Recorder's Use

GRANT OF EASEMENT
(Temporary Construction Easement)

Auburn Area Recreation Park and Park District (hereinafter, "Grantor"), is the owner of that certain real property located in the City of Auburn, County of Placer, State of California, designated as Assessor's Parcel Number 051-180-046 ("**Grantor's Property**"). FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY, a California joint powers authority ("Grantee")**, its employees, agents, representatives, contractors, successors and assigns, a temporary easement for construction of the Highway 49 Sidewalk Gap Closure Project in, on, over, under, and across that portion of Grantor's Property more particularly depicted in Exhibit "C", attached hereto and by reference made a part hereof. The term of the easement escribed herein will commence on the date of the deposit of funds into escrow and expire twenty-four (24) months thereafter.

GRANTOR:
Auburn Area Recreation Park and Park
District

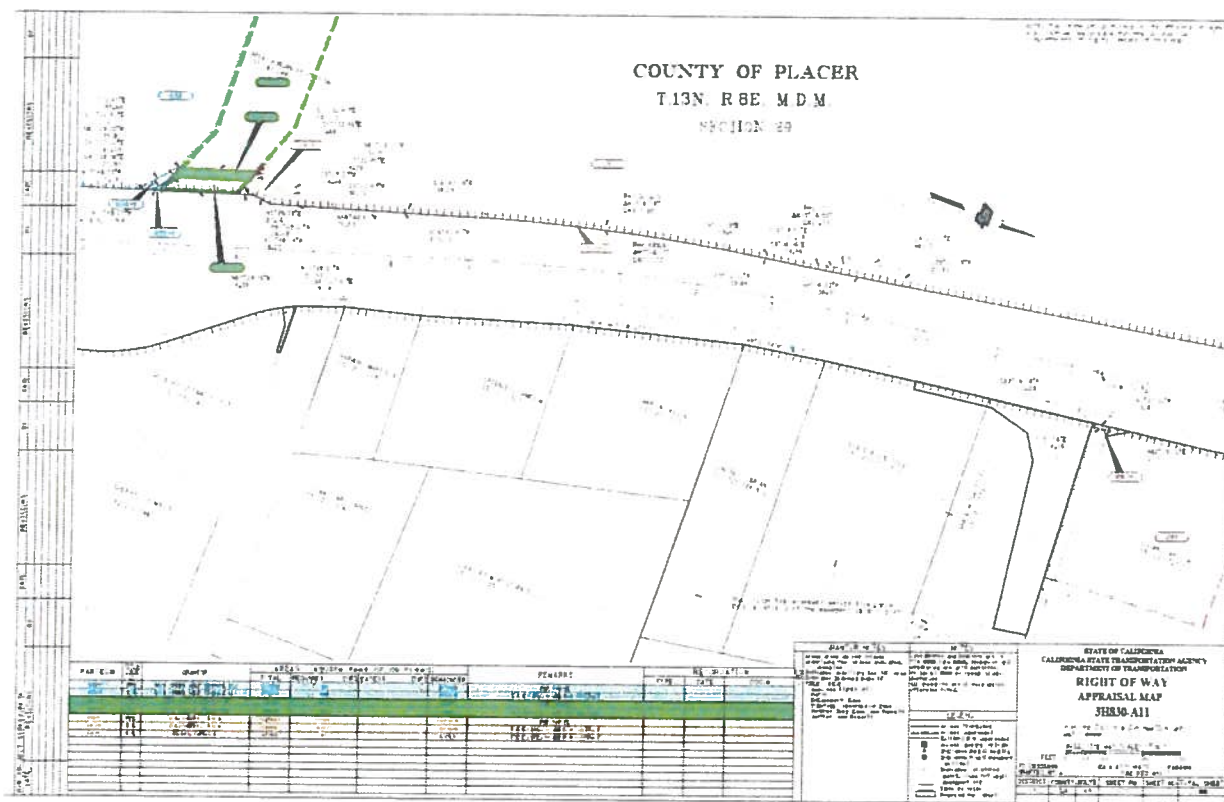
DATED: _____, 20__

By:
Its:

DATED: _____, 20__

By:
Its:

EXHIBIT "C"
 Depiction of TCE





Appraisal Report

Partial Acquisitions
Auburn Regional Park | Placer County, CA

as of July 17, 2022



Client

Ms. Amber Costello, CEO
Monument ROW, Inc.
200 Spectrum Center, Suite 300
Irvine, CA 92618

Prepared by

Craig A. Owyang, MAI, SR/WA
Senior Vice President | Shareholder
KM Job AC22-225.2

Kidder Mathews
Valuation Advisory Services
455 Capital Mall, Suite 160
Sacramento, CA 95814
916-758-3206
craig.owyang@kidder.com

**Kidder
Mathews**

KIDDER.COM



October 3, 2022

Ms. Amber Costello, CEO
Monument ROW, Inc.
200 Spectrum Center, Suite 300
Irvine, CA 92618

RE: Partial Acquisitions:
One Fee Simple Estate Acquisition - ±2,022 Square Feet
One Temporary Construction Easement - ±1,053 Square Feet
±83.151 Acres of Land
Auburn Regional Park
Placer County, CA 95602

Dear Ms. Costello:

At your request, I have developed my opinion of the *Fair Market Value* in the *Fee Simple Estate* of the subject. This report was prepared in June and July 2022 and the *Effective Date of Value* is July 17, 2022. My opinion of value was developed under the *Scope of Work* that is included in the body of this *Appraisal Report*.

This *Appraisal Assignment* is communicated in a *Written Appraisal Report* under Standard 2, as defined in the *Uniform Standards of Professional Appraisal Practice (USPAP)*. My services comply with and are subject to the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. The *Intended Users* are the Placer County Transportation Planning Agency and Monument ROW, Inc. The *Intended Use* of this *Appraisal Assignment* is to assist in acquisition negotiations with the property owner.

As a result of my investigation and analysis, I have concluded the *Fair Market Value* of the *Proposed Acquisitions* (including net *Damages*, if any) of the subject, subject to the *Assignment Conditions* contained herein, is:

As of July 17, 2022..... \$4,500

Respectfully,

Craig A. Owyang, MAI, SR/WA
Senior Vice President | Shareholder
Certified General Real Estate Appraiser
CA-AG009478 expires March 9, 2023

CAO/cao



Summary of Appraisal

Identity of Property	<p>Partial Acquisitions:</p> <p>One Fee Simple Estate Acquisition - ±2,022 Square Feet One Temporary Construction Easement - ±1,053 Square Feet ±83.151 Acres of Land Auburn Regional Park Placer County, CA 95602</p>
Intended Users	<p>The Placer County Transportation Planning Agency and Monument ROW, Inc.</p>
Intended Use	<p>The <i>Intended Use</i> of this <i>Appraisal Assignment</i> is to assist in acquisition negotiations with the property owner.</p>
Property Rights	<p>One Fee Simple Acquisition and One Temporary Construction Easement</p>
Assignment Conditions	<p>Extraordinary Assumptions:</p> <p><i>A Legal Description of the Larger Parcel was not provided for review. Therefore, I have made the Extraordinary Assumption the Legal Description of the Larger Parcel is consistent with the five Assessor Parcel Numbers:</i></p> <ul style="list-style-type: none"> • 051-180-046 • 051-211-016 • 051-211-020 • 051-260-006 • 051-260-084 <p>This appraisal has been conducted without the benefit of a <i>Preliminary Title Report</i>. As a result, I have not ascertained if the property is subject to any <i>Easements, Encroachments & Rights of Way</i>. Therefore, I have made the <i>Extraordinary Assumption</i> the property is not subject to any exceptions to title and/or CC&R's that negatively impact the marketability and/or value of the subject. If any such title exceptions exist, the property's marketability and/or value would likely be significantly negatively impacted.</p> <p>The <i>Legal Description</i> for the <i>Remainder</i> was not available. Therefore, I have made the <i>Extraordinary Assumption</i> the <i>Legal Description</i> for the <i>Remainder</i> is consistent with the <i>Legal Description</i> for the <i>Larger Parcel</i> less the <i>Legal Description</i> for the <i>Part Taken</i>.</p>



Hypothetical Conditions:

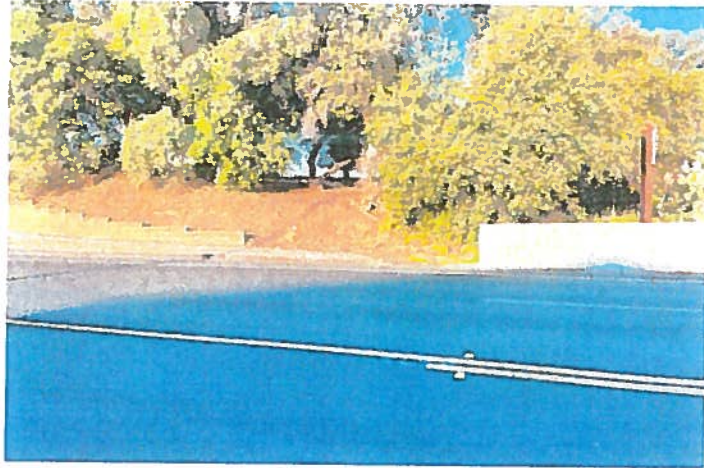
I have developed my opinion of the *Fair Market Value* of the *Larger Parcel* under the *Hypothetical Condition* the proposed improvement project does not affect the property.

Date of Report	October 3, 2022
Date of Last Inspection	July 17, 2022
Effective Date of Value	July 17, 2022
Exposure Time	Based on my analysis of the subject and the relevant market activity as well as my opinion of value, it is my opinion the relevant exposure period would be 6 to 12 months.
Marketing Time	Additionally, it is my opinion the subject's marketing period would also be 6 to 12 months given my opinion of value and the property's relevant characteristics.

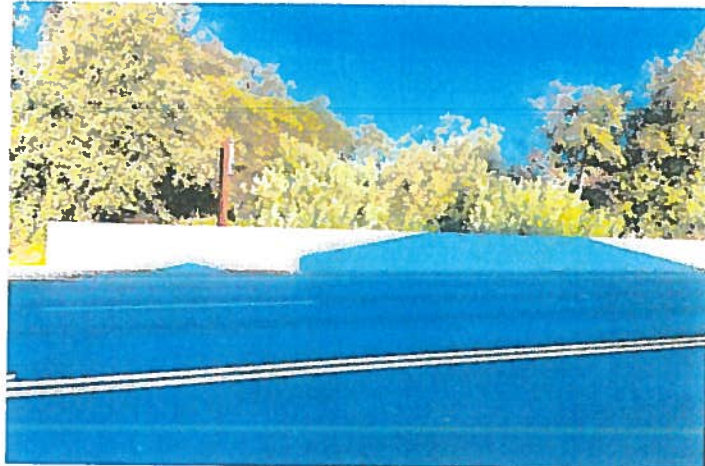


Subject Photographs

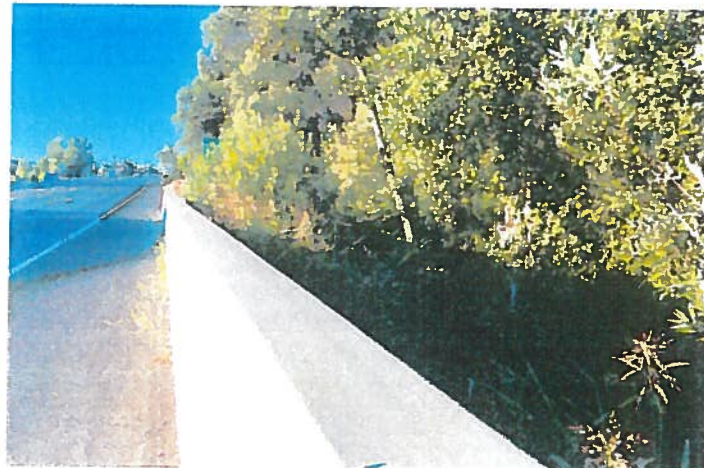
1 – Subject



2 – Subject



3 – Grass Valley Highway –
Direction is South





Subject Photographs

4 – Area of Proposed Acquisition



5 – Area of Proposed Acquisition



6 – Area of Proposed Acquisition





Subject Photographs

7 – Area of Proposed Acquisition



8 – Area of Proposed Acquisition



9 – Area of Proposed Acquisition





**Market
 Comparables
 Analysis**

I have analyzed the comparable properties in relation to the subject and have taken the relevant factors into consideration. The most appropriate *Unit of Comparison* for the subject is *Price Per Square Foot*.

All of the comparables' *Fee Simple Estates* were all cash transactions that were negotiated between typically motivated buyers and sellers. As a result, no adjustments are required for *Property Rights, Financing Terms, or Conditions of Sale*.

In the time since the properties have sold and the date of value, the median prices of single unit residences had generally been increasing. Notably, three of the properties were recorded after the onset of the COVID-19 pandemic with the other two properties closing before the pandemic. Their sale prices are generally consistent with each other and suggest there was no direct impact on their pricing attributed to the pandemic. Still, given long periods to secure entitlements, it is difficult to quantify adjustments for changes in *Market Conditions* given the pandemic. Therefore, I have considered the impact of this *Element of Comparison* in the reconciliation of the comparables.

I have considered the use of an adjustment grid and have determined sales activity is generally consistent and does not require analysis in a *Quantitative Adjustment Grid*. Therefore, I have considered the comparables in a *Qualitative Ranking Analysis*. The prices of the comparables are arrayed from highest to lowest, with the subject in its relative position, in the following table:

Qualitative Ranking Analysis Summary – Larger Parcel – Price Per Square Foot			
Comparable Property	Price Per Square Foot	Comparison to Subject	Comments
Comparable 2	\$9.29	Vastly Superior	March 2021 – 56,628 Square Feet – SWC Blue Oaks & Education Street
Comparable 5	\$4.84	Superior	August 2018 – 139,392 Square Feet – ES. Penryn Road, N. of I-80
Comparable 3	\$4.05	Superior	February 2021 – 148,104 Square Feet – Plaza Way & Gateway Court
Comparable 4	\$2.53	Slightly Superior	August 2019 – 148,104 Square Feet – 55 Neils Road
Subject	\$2.00	Subject	July 2022 – 3,622,055 Square Feet – Auburn Regional Park
Comparable 1	\$1.50	Slightly Inferior	August 2021 – 1,722,306 Square Feet – 5500 Barton Road



Reconciliation

The properties' sale prices are from \$1.50 per square foot to \$9.29 per square foot with an average of \$4.44. The range is \$7.79 with a standard deviation of \$3.01.

Comparable 2 (\$9.29 per square foot) is vastly superior to the subject because it is in the vicinity of a number medium-density residential developments as well as office buildings.

In relation to the subject, Comparable 5 (\$4.84 per square foot) is an inferior *Location* but has a higher development density.

Comparable 3 (\$4.05 per square foot) is a similar *Location* as compared to the subject but has a higher development density.

Comparable 4 (\$2.53 per square foot) is an inferior *Location* as compared to the subject but a lower anticipated development density.

In relation to the subject, Comparable 1 (\$1.50 per square foot) is an inferior *Location*.

With the exception of Comparable 1, all of the other properties are significantly smaller. As a result, the subject's value would be expected to be lower than these properties' sale prices. Comparable 1 is in a similar size category but is an inferior *Location*, as a result, the subject's value is expected to be higher than this property's sale price. Lastly, this property is the most recent of the comparable properties to have been recorded, and, as a result is given more weight than the others. Therefore, this property is the best indicator and it is my opinion the subject's value is equivalent to \$2.00 per square foot of land area.

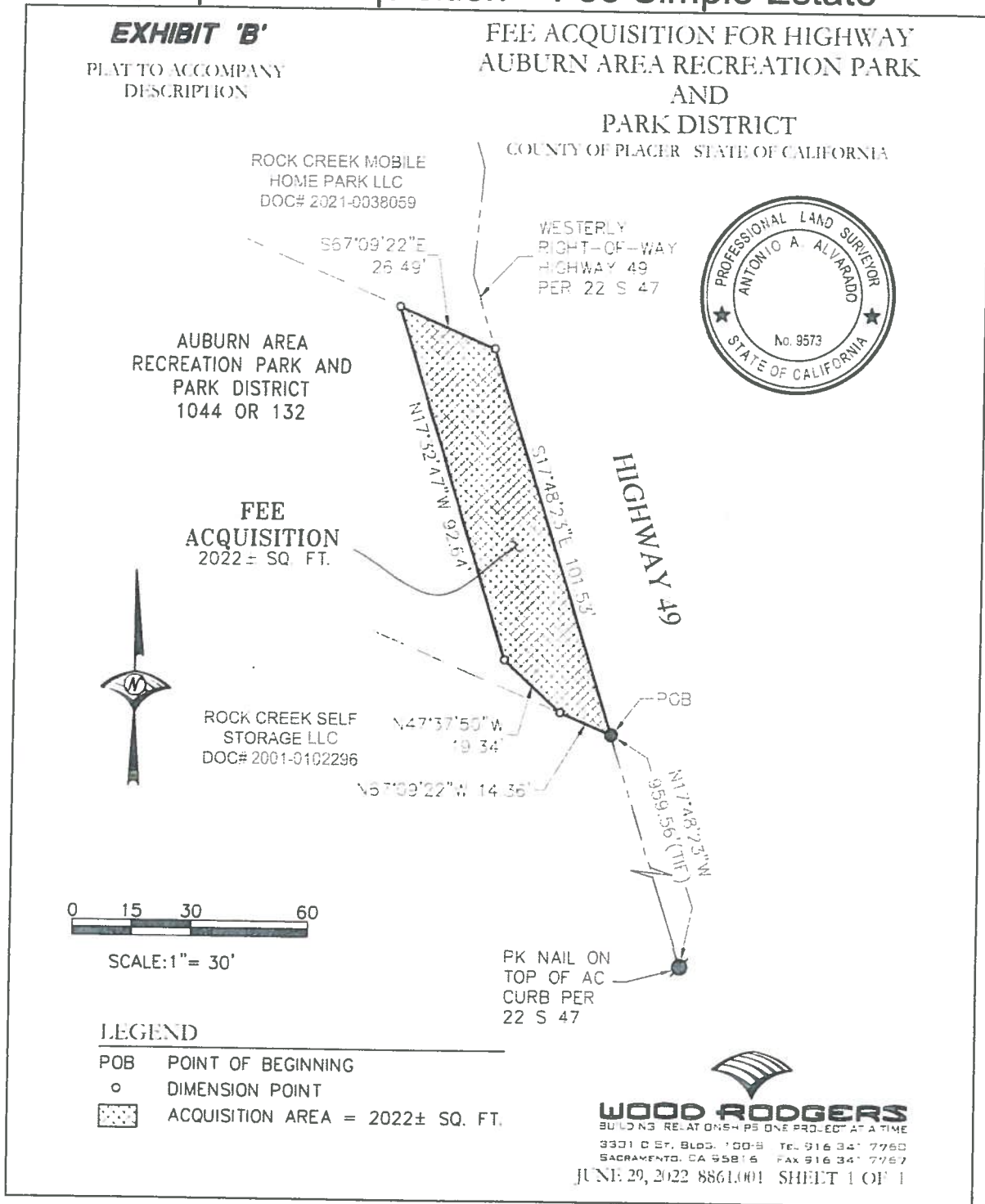
**Value Opinion –
Larger Parcel**

The *Larger Parcel* has a combined area of ±3,622,055 square feet, or, ±83.151 acres.

Therefore, it is my opinion the *Fair Market Value* of the *Larger Parcel* is \$7,244,110.



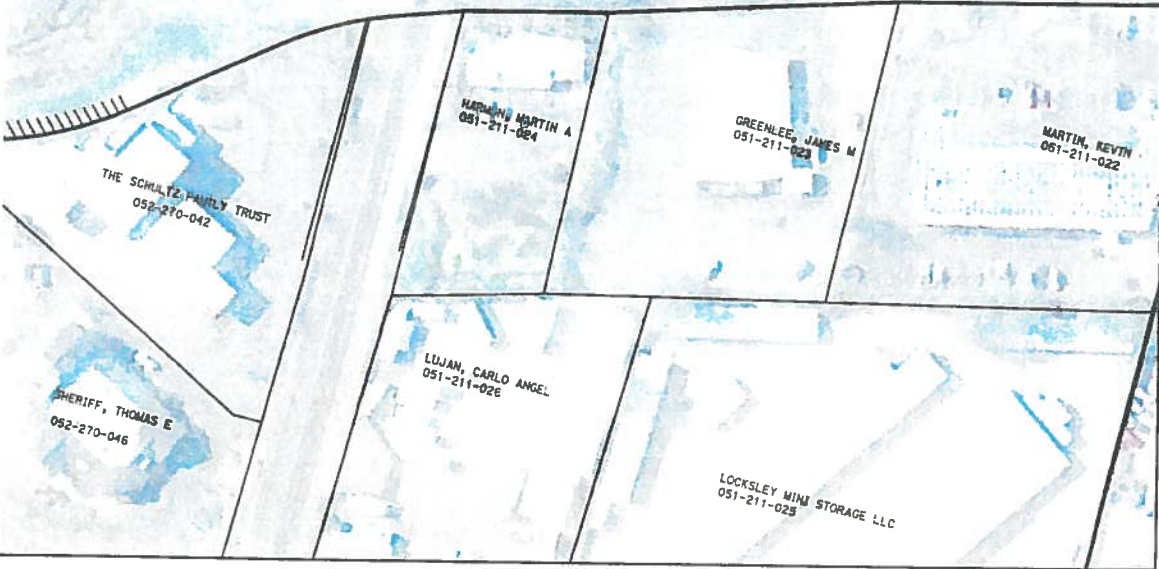
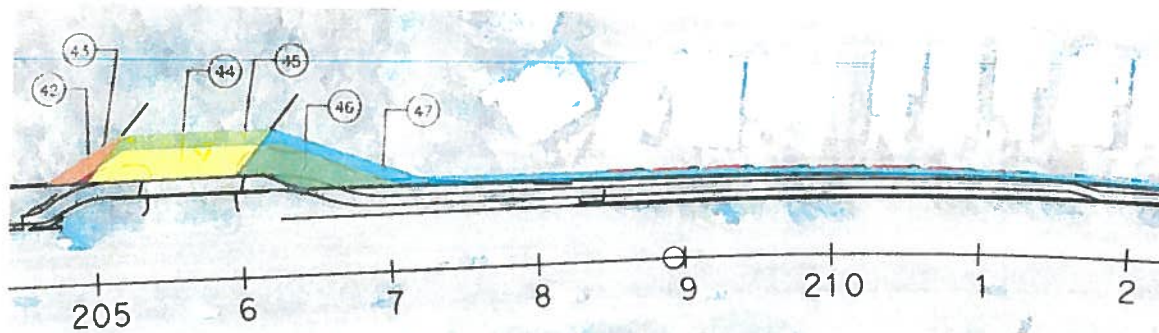
Proposed Acquisition – Fee Simple Estate





Right of Way Map - Subject

AREA NO.	GRANTEE(S)	APN(S)	OWNER(S)	AREA	
				SQFT	ACRE
42	RIGHT OF WAY	051-180-088	ROCK CREEK SELF STORAGE LLC	53	0.002
43	TEMPORARY CONSTRUCTION EASEMENT	051-180-088	ROCK CREEK SELF STORAGE LLC	444	0.011
44	RIGHT OF WAY	051-180-046	AREA, AUBURN RECREATION	2023	0.047
45	TEMPORARY CONSTRUCTION EASEMENT	051-180-046	AREA, AUBURN RECREATION	1053	0.025
46	RIGHT OF WAY	051-211-021	GOLDSBERRY, JON A	1745	0.040
47	TEMPORARY CONSTRUCTION EASEMENT	051-211-021	GOLDSBERRY, JON A	6017	0.138
50	TEMPORARY CONSTRUCTION EASEMENT	051-200-023-510	LUJAN, CARLO A	71	0.002





Factual Data – After Acquisition

Legal Description The *Legal Description* for the *Part Taken* is included in the *Legal Description & Plat of Proposed Acquisition*, a copy of which is included in the *Addenda* to this *Appraisal Report*.

However, the *Legal Description* for the *Remainder* was not available.

Therefore, I have made the *Extraordinary Assumption* the *Legal Description* for the *Remainder* is consistent with the *Legal Description* for the *Larger Parcel* less the *Legal Description* for the *Part Taken*.

Please refer to the *Proposed Acquisition – Fee Simple Estate* and the *Right of Way Map - Subject* on the preceding pages.

Project Alignment



Proposed Acquisitions

The *Parts Taken* will include:

One Fee Simple Estate Acquisition - ±2,022 Square Feet

One Temporary Construction Easement - ±1,053 Square Feet



Data Analysis & Conclusions – After Acquisition

Highest & Best Use - Remainder

Analysis of the *Highest & Best Use* of the *Remainder* follows.

Highest & Best Use – As If Vacant

The *Highest and Best Use - As if Vacant* in the *After Condition* is the same as in the *Before Condition*.

Highest & Best Use – As Improved

Analysis of the *Highest and Best Use - As Improved* is moot and not performed in the *After Condition*.

Valuation of the Part Taken – Part of the Whole

The *Parts Taken* will include:

One Fee Simple Estate Acquisition - ±2,022 Square Feet

One Temporary Construction Easement - ±1,053 Square Feet

Fee Simple Estate

Previously, relying on the *Sales Comparison Approach*, I concluded the value of the *Fee Simple Estate* in the land was equivalent to \$2.00 per square foot.

The *Part Taken* includes ±2,022 square feet to be acquired in its *Fee Simple Estate* is calculated as follows:

$$\pm 2,022 \text{ square feet} * \$2 \text{ per square foot} = \$4,044$$

Temporary Construction Easement

Again, the *Temporary Construction Easement* will affect an area of ±1,053 square feet and will be used as work areas for the construction of the new sidewalk. While specific dates for use of the *Temporary Construction Easement* were not identified, as instructed by you, a two-year period will be used in the analysis.

While it is preferable to develop the value of a *Temporary Construction Easement* by comparing the subject with comparable rents of other *Temporary Construction Easements*, I have not ascertained any comparable rents unaffected by undue stimulus. As a result, I have developed the *Fair Market Value* of the *Temporary Construction Easement* by applying an appropriate rate of return to the *Fair Market Value* of the land in the property's



Fee Simple Estate. I have projected the rate of return at 10%.

The *Fair Market Value* of the *Temporary Construction Easement* is calculated as follows:

$$\pm 1,053 \text{ sq. ft. @ } \$2/\text{sf} \times 10\% + 12 \text{ months} \times 24 \text{ months} = \$421$$

Conclusion

The *Proposed Acquisition* includes the one *Fee Simple Estate* (\$4,044) and one *Temporary Construction Easement* (\$421). Therefore, it is my opinion the *Fair Market Value* of the *Proposed Acquisitions* is \$4,465.

Valuation of the Remainder – Part of the Whole

The value of the *Larger Parcel* in the *Before Condition* is \$7,244,110.

The value of the *Part Taken - Part of the Whole* is \$4,465.

Therefore, the value of the *Remainder - Part of the Whole* is \$7,239,645.

Valuation of the Remainder – After Acquisition – Disregarding Benefits

In the *After Condition*, the *Remainder* will include five parcels with a combined area of $\pm 3,620,033$ square feet, or, ± 83.105 acres. It is also subject to the *Temporary Construction Easement* that I previously concluded had a *Fair Market Value* of \$421.

The *Remainder* may be considered in the following contributory portions, including deductions for affects of the *Temporary Construction Easement*:

3,620,033 sf @ \$2.00/sf =	\$7,240,066	(Unaffected by Easements)
	-\$421	(TCE)
3,620,033 sf @ ~\$2.00/sf =	\$7,239,645	(Remainder)

Therefore, it is my opinion the *Fair Market Value* of the *Remainder - After Acquisition - Disregarding Benefits* is \$7,239,645.

Valuation of the Remainder – After Acquisition – Considering Benefits

The property in its *After Condition* is not affected by any *Benefits* arising from the proposed public improvement project. Therefore, the *Fair Market Value* of the *Fee Simple Estate* in the *Remainder - After Acquisition - Considering Benefits* is the same as the *Remainder - After Acquisition - Disregarding Benefits*, or, \$7,239,645.



Recapitulation

Summation The summation analysis is presented in the following table:

<i>Summation Analysis</i>			
Fair Market Value – Larger Parcel		\$7,244,110	
Fair Market Value – Proposed Acquisition – Fee Simple Estate	\$4,044		
Fair Market Value – Temporary Construction Easement	\$421		
Fair Market Value – Part Taken – Part of the Whole		\$4,465	\$4,465
Fair Market Value – Remainder – Part of the Whole		\$7,239,645	
Fair Market Value – Remainder – After Acquisition – Disregarding Benefits		\$7,239,645	
Damages (Costs to Cure, as Applicable)		\$0	\$0
Fair Market Value – Remainder – After Acquisition – Considering Benefits		\$7,239,645	
Benefits		\$0	\$0
Total Appraised Value: Part Taken + Net Damages			\$4,465

Summary It is my opinion the *Fair Market Value* of the *Larger Parcel* is \$7,244,110.

It is my opinion the *Fair Market Value* of the *Part Taken - Part of the Whole* is \$4,465.

It is my opinion the *Fair Market Value* of the *Remainder - Part of the Whole* is \$7,239,645.

It is my opinion the *Fair Market Value* of the *Remainder - After Acquisition - Disregarding Benefits* is \$7,239,645. Therefore, there are zero (Ø) *Damages* to the *Remainder - After Acquisition*.

It is my opinion the *Fair Market Value* of the *Remainder - After Acquisition - Considering Benefits* is \$7,239,645. Therefore, there are zero (Ø) *Benefits* to the *Remainder - After Acquisition*.

Damages Because the *Fair Market Value* of the *Remainder - After Acquisition - Disregarding Benefits* is equal to that of the *Remainder - Part of the Whole*, there will be no (Ø) *Damages* arising from the *Proposed Acquisitions*.

Benefits Because the *Fair Market Value* of the *Remainder - After Acquisition - Considering Benefits* is less than or equal to that of the *Remainder - After Acquisition - Disregarding Benefits*, there will be no *Benefits* to the *Remainder - After Acquisition* as a result of the proposed public improvement project.



Conclusion

Notably, *Benefits* (of which there are none) may only offset *Damages*. Therefore, in summary, it is my opinion the *Fair Market Value* of the *Proposed Acquisitions* (Parts Taken + Net Damages) is \$4,465, which is rounded to \$4,500.

INFORMATION BOOKLET

ACQUISITION OF PROPERTY



Highway 49 Sidewalk Gap Closure Project

The South Placer Regional Transportation Authority ("SPRTA") in cooperation with the Placer County Transportation Planning Agency ("PCTPA")

This is an informational pamphlet only. It is not intended to give a complete statement for all state or federal laws and regulations pertaining to the purchase of your property for a public use, the relocation assistance program, technical legal definitions, or any form of legal advice.

INTRODUCTION

This booklet was prepared for you as a person who may be affected by a proposed public use project. If it is your property that is involved in a government agency sponsored project such as road widening or flood control you may have wondered what will happen. Who will contact you? How much will be paid for your property? Who will pay any moving or construction costs? Important questions like these require specific answers. We hope this booklet will answer some of your questions and present a clear picture of the overall procedure.

WHY DOES THE PUBLIC HAVE THE RIGHT TO BUY MY PROPERTY?

Our State and Federal Constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and Federal Constitutions and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act authorize purchase of private property for public use and assure full protection of the rights of each citizen.

The responsibility for studying the potential sites for a project rests with a team of specially trained individuals selected to do this important job. Many months are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental elements and social effect are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process includes public hearings that give persons an opportunity to express their views on the locations being considered.

WHO WILL CONTACT ME?

Appraisal and purchase of properties needed for public use is the responsibility of the acquiring city, county or special district. A Right of Way Agent, and/or Authority staff will assist you and give you general information about the project.

One of the first persons you will typically meet is an appraiser collecting valuation data in your neighborhood. The appraiser will analyze your property and examine all of the features that contribute to its market value. Information about improvements you have made and any other special things that you feel tend to increase the market value of your property, should be shared with the appraiser to ensure he/she has all the information you feel is relevant.

It is the duty of the Authority to ensure that you receive the same fair market value that you would receive if you sold your property privately in the open market. The Authority cannot buy your property for more than its worth but it *can* and *will* assure you that you do not have to sell your property for less than its fair market value. If the property is an owner-occupied residential property containing no more than four residential units, California law provides that the owner, upon request, may review a copy of the appraisal upon which the offer is based.

At the time the offer is made to purchase your property (or a portion of it,) you may obtain your own appraisal and the Authority will reimburse you for up to \$5,000 for the actual, reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Right of Way Agent will provide more information concerning the reimbursement at the time of the offer.

You will receive the market value of your property in cash. No incidental expenses will be deducted for the following items: Title costs, preparation of documents, title policy or recording fees required in closing the sale. The Authority will pay these expenses.

However, if your property is encumbered by a mortgage and the Authority is not acquiring a temporary right of use, such as a temporary construction easement, the lender may be required to approve the cash payment to you and is legally allowed to demand all or part of the compensation in order to reduce the principal balance of the loan. In addition, if certain other conditions exist, the amount of compensation could be reduced to pay for environmental contamination clean-up costs or property value enhancement due to benefits resulting from the project. If the appraisal indicates that such a situation applies, the County's representative will provide you with a thorough explanation.

Additionally, you may be eligible for relocation payments and benefits if this acquisition requires you to move. (These benefits, if applicable, will be explained by a relocation specialist engaged by the Authority.)

WILL I BE PAID FOR LOSS IN VALUE TO MY REMAINING PROPERTY?

When only a part of your property is needed, which is most often the case for government agency projects, every reasonable effort is made to ensure that you do not suffer damages to the remainder of your property. The total payment by the Authority will be for the property purchased and for any loss in value to your remaining property.

The determination of any loss in value is an appraisal problem involving variables in which a brief explanation might not adequately cover all situations. Should this situation arise, the Authority representative will fully explain the effect of a "part" purchase on your remaining property.

CAN I KEEP AND MOVE MY HOME, BUSINESS BUILDING AND MACHINERY, AND EQUIPMENT?

In the event the acquisition requires removal of your home or business, the representative who has been assigned to buy your property will help you to determine whether you can or should move your house to another location, if this is what you wish.

If your house is movable and you wish to make such an arrangement, the Authority will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases, because of age, size or condition of the house, where the cost of moving it would exceed its present market value less its salvage value. In such a case, payment of moving cost would, of course, be an unwise expenditure.

If you operate a business you may wish to keep and move fixed machinery and equipment. You may do so if the cost (based on a moving estimate) is not greater than the value of the items. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for the loss of goodwill.

If any of these concepts are applicable to your situation, they will be fully explained by the Right of Way Agent assigned to purchase your property.

WILL I HAVE TIME TO SELECT ANOTHER HOME AFTER THE AUTHORITY MAKES ITS PURCHASE?

The Authority starts to appraise properties early enough so that if removal of your home or business is necessary you will have ample time to move/relocate prior to project construction.

Like any other real estate transaction, it requires some time to complete processing and make payment after a right of way contract and deed have been signed.

You will not be required to move until reasonable replacement decent, safe, and sanitary housing is available.

If you don't want to buy another home right away, in some cases you may be able to sell and rent back temporarily. It is in your best interest, however, to look for a new place in which to live as soon as possible. Finding a home early, that best suits your needs, before you are required to move will minimize your personal inconvenience and you will avoid having to make a choice of housing under pressure when you are required to move.

If relocation is required and if you wish, the Authority will, at no cost to you, provide you with assistance in finding a new place in which to live. The Authority will give you at least 90 days notice in writing before asking you to move.

WHAT HAPPENS TO THE LOAN ON MY PROPERTY?

After you and the Authority have agreed upon a price, a representative will contact all other parties having an interest in the property. Payments to satisfy outstanding loans or liens may be made through a title company escrow.

WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?

The Veterans Administration and the California Department of Veterans Affairs allows your veteran loan privileges to be transferred and to become available for coverage on another property.

Your right of way representative will assist you; however, it is your benefit, and it is your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

THE VALUE OF MY PROPERTY IS MUCH HIGHER TODAY THAN WHEN I PURCHASED

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an "involuntary conversion". In these cases, it is not necessary to pay income tax or capital gains tax, if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service Office.

DO I HAVE TO PAY INCOME TAX ON THIS DIFFERENCE WHEN I CONVEY PROPERTY TO THE AUTHORITY?

The Internal Revenue Service has published a document entitled "Condemnations of Private Property for Public Use". Your local Internal Revenue Office can furnish you with a copy.

In addition, any relocation benefits for displaced persons such as those described in the various relocation assistance booklets published by the Department of Transportation are exempt from income tax.

Sometimes, when private property is required for public purposes, the owner and the Authority cannot agree on the terms of sale. Our earnest hope is to avoid a proceeding in eminent domain with the added time, concern, and cost to everyone. In a few cases where negotiations have reached an impasse, a decision in court may be necessary.

An owner's rights are *guaranteed by the Federal and State Constitution and applicable state laws*.

The principal right is that "Just Compensation" must be paid.

DEFINITIONS

The *language* used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

Eminent domain: The right of government to purchase private property for public use.

Condemnation: The legal process by which a proceeding in eminent domain is accomplished.

Parcel: Usually means the property that is being acquired.

Market value: 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.

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.

Compensation: The amount of money to which a property owner is entitled under the law for the purchase or damage to the property.

Defendant: The property owner and any other persons who may have an interest in the property.

Plaintiff: The public City that desires to purchase the property.

Counsel: An attorney or attorneys.

Summons: Notification of filing of a lawsuit in eminent domain and of the necessity to file an answer, or other responsive pleading.

Complaint: The document filed with the court or by the plaintiff which initiates an eminent domain proceeding.

Answer: The defendant's written reply, in appropriate legal form, filed with the court in response to the complaint and as requested by the summons.

Trial: The hearing of the facts from plaintiff and defendant in court, either with or without a jury.

Verdict: The amount of compensation to be paid for the property.

Judgment: The court's formal decision based on applicable law and the verdict.

Acquire: To purchase.

Title: Legal ownership.

Possession: Legal control; to have the right to use.

Final order of condemnation: The instrument which, when recorded, transfers title to public ownership.

Property: The right or interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

HOW DOES THE AUTHORITY CONDEMN MY PROPERTY?

When negotiations indicate that agreement on the purchase of your property cannot be reached, the Authority may commence condemnation proceedings.

Authority staff will request authority from the South Placer Regional Transportation Authority Board of Supervisors to file a condemnation action. You will be given an opportunity to appear before the Board, at a public hearing, to question whether public interest, necessity, planning and location require the proposed project and your property.

Condemnation suit documents will be prepared by the Authority and filed with the court in the county where the property is located.

SUMMONS and COMPLAINT and a motion for an order for possession will then be served on all persons having a property interest in the parcel. There will be a hearing on the motion no less than 60 days (or 90 days for occupied property) from the date of notice service. You and the occupants (if any) will have 30 days to oppose the motion. Once the court grants an Order for Possession of the property, the Authority may obtain possession of the property 30 days after the owner and any occupants are served with the Order.

COUNSEL for the parties will then prepare for TRIAL and the Court will set dates for preliminary motions and the TRIAL.

WHAT HAPPENS IN A CONDEMNATION TRIAL?

The purpose of the TRIAL is to determine the amount of COMPENSATION and if appropriate, to challenge whether public interest, necessity, planning and location require the proposed project and your property. For such a challenge to be made before the court, similar challenges must have been made to the public at the City public hearing. Usually the TRIAL is conducted before a judge and jury.

Both the DEFENDANT and the PLAINTIFF will have the opportunity to present evidence of value.

The jury will determine the amount of COMPENSATION, after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge

will decide the amount of COMPENSATION. The JUDGMENT is then prepared by counsel and signed by the judge. It will state that upon deposit of the amount of the VERDICT with the court for the benefit of the DEFENDANT, TITLE will be transferred to public ownership.

When PLAINTIFF makes the deposit as required by the judgment, the FINAL ORDER OF CONDEMNATION is signed by the judge and recorded. This is the actual transfer of TITLE.

WHO PAYS THE CONDEMNATION TRIAL COSTS?

The PLAINTIFF pays the costs of its ATTORNEY and its engineering and appraisal witnesses. It will also pay the jury fees and certain of your incidental costs which are determined by law to be allowable costs. The fee for filing your answer with the court is an example of such costs.

If the judge feels that the plaintiff's offer of settlement was unreasonable, and the demand of the defendant was reasonable viewed in the light of the verdict the defendant may receive litigation expenses. The judgment is then prepared by counsel and signed by the judge.

IF I WANT A TRIAL, MUST I HAVE AN ATTORNEY AND EXPERT WITNESSES?

Most property owners will be represented by an ATTORNEY, although they have the right to represent themselves.

You may wish to consult your family ATTORNEY. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service.

You and your ATTORNEY must decide what type of case you will present and what witnesses will be needed.

WILL I BE PAID ANY MOVING EXPENSES OR ANY OTHER RELOCATION ASSISTANCE BENEFIT EVEN THOUGH I GO TO COURT?

A decision to go to court has no effect on your right to relocation expenses. Payment of relocation expenses is made separately from the CONDEMNATION action. You will be provided details of additional payments to help displaced persons, businesses, farms or

nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, business and farm operators, and are made available by the Authority.

HOW LONG CAN I KEEP MY PROPERTY?

This usually depends on when construction will begin. If the TRIAL is conducted before the property is needed for construction, you may be able to stay on the property and rent from the Authority.

If construction must begin before the TRIAL, the Authority will seek a court ORDER FOR POSSESSION as outlined above.

The court will determine the proper amount of money that the Authority will be required to deposit with the State Treasurer as security for the purchase price of your property.

The court may then grant to the Authority an ORDER FOR POSSESSION allowing the Authority to use the property for construction of the project.

The Authority will serve all persons having a property interest in your property with the ORDER FOR POSSESSION.

Subject to the rights of any other persons having a property interest, you may withdraw all or part of the security deposit money. If you do not make a withdrawal, the Authority will pay interest on the eventual court award of COMPENSATION from the time it occupied your property until the date of final payment to you. The current legal rate of interest will be paid at the time of final settlement.

The Authority's representative assigned to purchase your property will assist you in the transaction and will be happy to answer any additional questions you may have.

For more information you may contact the following people:

For general information regarding the overall project, contact

SPRTA

299 Nevada Street

Auburn, CA 95603

Attn: Rick Carter, Deputy Executive Director

For questions regarding the acquisition process described in this booklet, contact

Monument

3626 Fair Oaks Blvd., Suite 100

Sacramento, CA 95864

Attn: Kim Bibolet, Project Manager

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 12/01/22		
PROJECT	EST. COST	NOTES	EST. COMPLETED	
RECREATION PARK				
Driveway Asphalt Repair/Valve Box & Modular Bldgs. Courtyard Repair (2022)	22,500.00	Low bid was received from Simpson & Simpson Inc. and the work is scheduled to happen if the weather gets warm enough (55 degrees and rising) in the coming weeks. Project may need to be delayed until later in the spring.	Fall/Winter 2022	
Wheelchair Swing Project (2018)	85,000.00	Project completed. Rubber surfacing needs some repairs. Staff has alerted vendor and waiting to hear back as to when the repairs can be made. Latest estimate is the week of December 5th.	Summer 2022	
Rec Shop Floor Reinforcement Project (2020)	20,000.00	This project is being pushed out to next fiscal year. PBM Construction Inc. responded back to the District that the floor reinforcement joist work would be around \$40-\$45K. The bathroom door replacement component would be approximately \$10K. They did not price the sealing of the concrete floors in the restrooms. This project will need to be put on hold until the budget for this work can be revised.	TBD	
Modular Bldg. #1 Roof Repair Project (2022)	15,000.00	Staff has received four bids and is in the process of reviewing them.	Fall 2022	
MEADOW VISTA PARK				
Pickleball Court Crack Repairs	0.00	Staff getting quotes and information regarding more permanent repairs that could take place next fiscal year.	2023/2024	
ASHFORD PARK				
Levee Repairs & Paving (2022)	75,000.00	This project will be pushed out to next fiscal year. The spillway vegetation and fencing/gate work have been completed. This will allow contractors access to the culvert and the ability to put together bids for the work.	Fall 2022	

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 12/01/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
Retaining Wall Investigation	10,000.00	PINK COLORED SECTIONS INDICATE NEW ACTIVITY Staff will be obtaining quotes from engineers for this investigation.	Fall/Winter 2022
OVERLOOK PARK			
Two Interpretive Signs (2022)	10,000.00	Project pushed out to next fiscal year. Signage program needs to be developed.	SPRING 2023
Restroom ADA Upgrades (2019)	15,000.00	Project is being pushed out to next fiscal year. Project signage and fixture adjustments will be done in-house when staffing levels allow. ADA Parking lot re-striping needs to be re-done and restroom partitions are in need of replacement. Staff will obtain quotes for this work.	SPRING 2023
REGIONAL PARK & MARRIOTT MEADOWS SITE			
Marriot Meadows CD's and Park Construction Project (2021/22)	182,637.00	Staff is still in process of reviewing/redlining the most recent set of drawings and uploading the project into the Placer County Permit Portal. Staff is awaiting preliminary pricing feedback from the two reviewing contractors. The playground voting process re-start has concluded and Park Planet received the most votes so their playground design will be included into the construction documents. Staff has entered into contract with the Sacramento Regional Conservation Corps for them to do some brush/small tree clearing & chipping on the property. This work is being done as part of a Prop. 68 grant money obligation and due to a couple delays will be happening in early 2023.	FALL 2023
Kiosks/Signage (2022)	10,000.00	This project is being pushed out to next fiscal year. Signage program needs to be developed.	SPRING/SUMMER 2023

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 12/01/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
		PINK COLORED SECTIONS INDICATE NEW ACTIVITY	
Pond Leak Investigation (2022)	40,000.00	Staff will be obtaining quotes from engineers on this work next fiscal year.	SPRING/SUMMER 2023
Pickleball Court Crack Repairs	0.00	Staff getting quotes and information regarding more permanent repairs that could take place next fiscal year.	2023/2024
CVCC			
Bike Park - Construction (2015/2016) Fountain, signage, traffic control	15,000.00	Bike park drinking fountain has been installed. The Auburn Endurance Committee will be affixing a plaque to the fountain commemorating their donation at some point in the near future. That, or commissioning an artist to paint the fountain. Numerous small bike park signs remain to be installed and the bike park volunteers have agreed to perform this work being reimbursed by the District for materials.	ONGOING
RAILHEAD PARK			
Parking Lot Repair/Re-seal (2022)	60,000.00	This project will be pushed out to next fiscal year. Staff to obtain preliminary pricing from paving contractors for this work.	SPRING/SUMMER 2023
WINCHESTER PARK			
Booster Pump & Filter Replacement (2022)	25,000.00	Staff is awaiting a scope of work and preliminary pricing from a pump systems contractor. After which time an informal bid package will be prepared and sent out for three quotes. District will purchase the pump and intake wye strainer directly to eliminate contractor markup. Staff is planning to meet with the Winchester Golf Course superintendent to coordinate the pump replacement project and water source/supply issues prior to the project starting.	WINTER 2022

2022/2023 PROJECT ACTIVITY REPORT		UPDATED 12/01/22	
PROJECT	EST. COST	NOTES	EST. COMPLETED
CHRISTIAN VALLEY PARK			
Tutor Totter Roof Repair (2022)	45,000.00	Pre-construction meeting has been set for 12/1/22 with first work (roof tear-off) scheduled to happen on 12/10/22 (weekend work). Remaining roofing work to follow asap depending on the weather. After tear-off, the roofing work will take approximately three days.	FALL/WINTER 2022
AUBURN ELEMENTARY			
Discovery Club Modular Roof Repair (2022)	15,000.00	Staff has received four bids and is in the process of reviewing them.	Fall 2022
MULTI-PARK ITEMS			
Energy Efficient Upgrades (2021) Electrical and Plumbing scope additions	84,000.00	Final three HVAC installations have just been completed and staff will be participating in a meeting on 12/2 regarding closing out the project. Staff still needs to perform a walk-through on the last electrical scope additions and the new HVAC installations.	ONGOING 2021/22
Fiscal Year Projects Total:			
	729,137.00		

Discussion Item #2 Cover sheet – Potential Dog Park Sites in Meadow Vista

**Auburn Area Recreation and Park District (ARD) Acquisition and Development Committee meeting
December, 2022**

The Issue

A review of potential dog park sites in Meadow Vista. This review was requested by the Board of Directors.

Background

ARD currently owns the Ashley Memorial Dog Park at Ashford Park. The Ashley Memorial Dog Park is approximately 1.7 acres in size. Maintenance of this park is done by ARD staff and volunteers with the Ashley Memorial Dog Park Foundation.

Members of the public have approached ARD about building a dog park at Meadow Vista Park. One potential area to consider is shown in the attached aerial. This area is currently used for storing wood chips and not much else.

There is currently a small dog park located at the Meadow Vista Arena/Staging Area, operated by the Meadow Vista Trails Association and Placer County.

Recommendation for the Acquisition and Development Committee

Review the information and discuss.

A dog park in Meadow Vista is not currently on the 5 Year Project List.

Fiscal Impact

Unknown at this time.

Potential costs include fencing, gates, any improvements to the ground, which could include adding wood chips as a surface material.

Attachments

Aerial photo of Meadow Vista Park.

Pictures of suggest site for Dog Park at Meadow Vista Park

Possible area for Dog Park at Meadow Vista Park





Meadow Vista Park

Sierra Hills School Sierra Hills School

Discussion Item #3 Cover sheet – Possible Locations for New Pickleball Courts

Auburn Area Recreation and Park District Acquisition and Development meeting
November, 2022; December, 2022

The Issue

A discussion about possible locations for new pickleball courts. Director Gray requested that this item be discussed.

Background

ARD currently has the following inventory of pickleball and tennis courts:

Regional Park

6 permanent outdoor pickleball courts

4 permanent outdoor tennis courts

3 indoor pickleball courts using the multi-use gym (these courts are only available at certain times)

Recreation Park

3 indoor pickleball courts using the multi-use gym (these courts are only available at certain times)

Meadow Vista Park

4 permanent outdoor pickleball courts

1 permanent outdoor tennis court

Sugar Pine Ridge Park (“Winchester Park”)

1 permanent outdoor tennis court

The continuing growth of pickleball has resulted in sometimes lengthy waits for court time.

In looking at potential places to build new courts, staff considered available space and the relative flat terrain of the area. Three areas of possible expansion include:

- 1) Railhead Park: The area on the east side of the parking lot/”A” field. This area could be big enough to build four pickleball courts.
- 2) City Hall/School Park Preserve: staff has been in preliminary discussions with the City of Auburn about putting pickleball courts on the old slab below City Hall. Three courts would be able to fit into this space.

- 3) Meadow Vista Park: There are several relatively flat areas that could be considered, including the existing upper soccer field, the area to the west of the picnic units, and the existing lower soccer field (currently unused; major compaction/earthwork would most likely be required).

A document with Google Earth images of these areas is attached.

Building new pickleball courts. In 2008, it cost ARD \$170,000 to build the new tennis courts at Regional Park. The Sunrise Recreation and Park District recently received a quote to build 3 new pickleball courts. The estimated cost for the courts, including design and construction administration was \$350,000.

Recommendation for the Acquisition and Development Committee

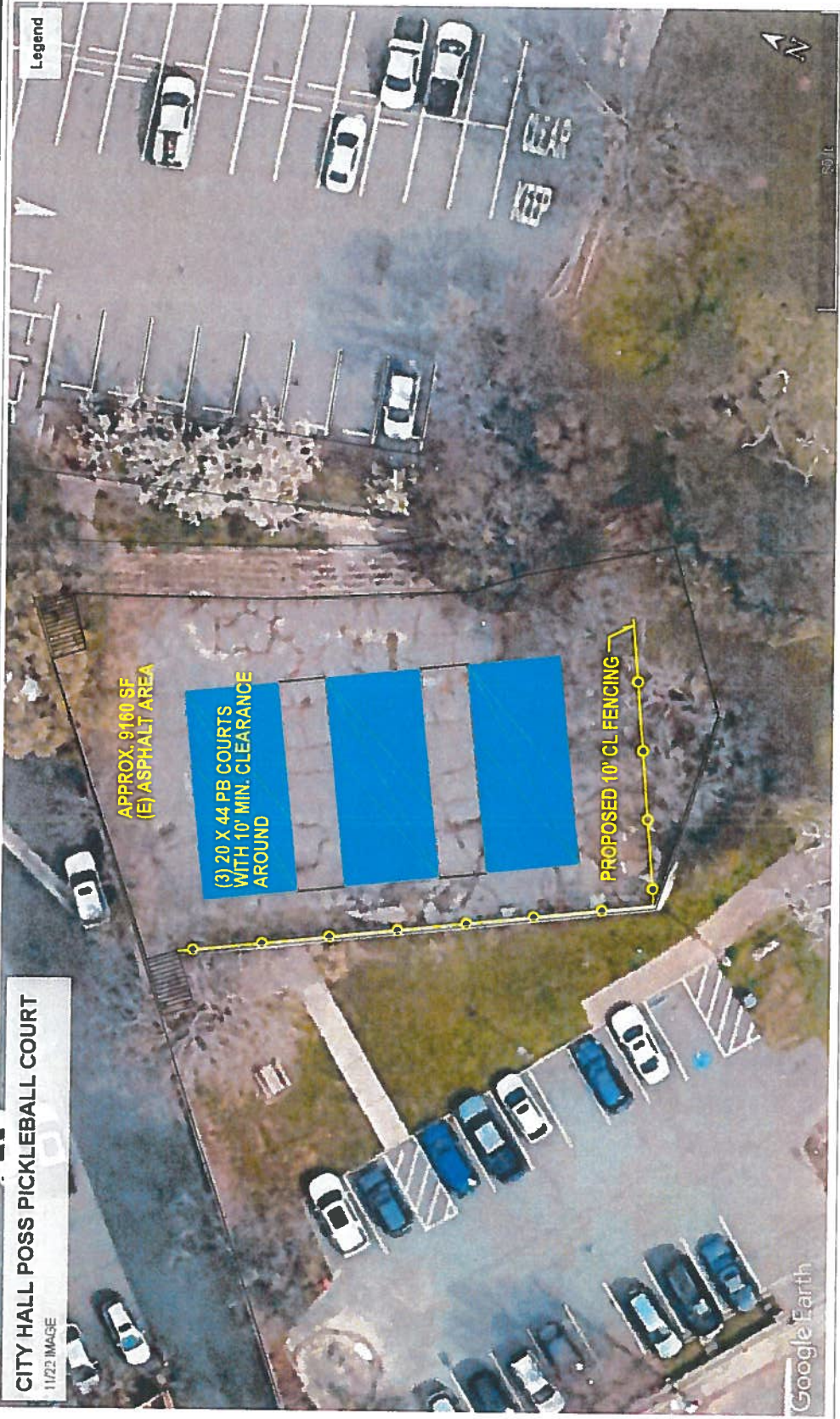
Review and discuss.

Fiscal Impact

Unknown at this time

Attachments

Aerial photos of potential sites for PB courts



CITY HALL POSS PICKLEBALL COURT
11/22 IMAGE

Legend

Google Earth



SCHOOL PARK PRESERVE PICKLEBALL
LAYOUT PLAN

DATE: 11/22
SCALE: L-1
JOB NO: N/A



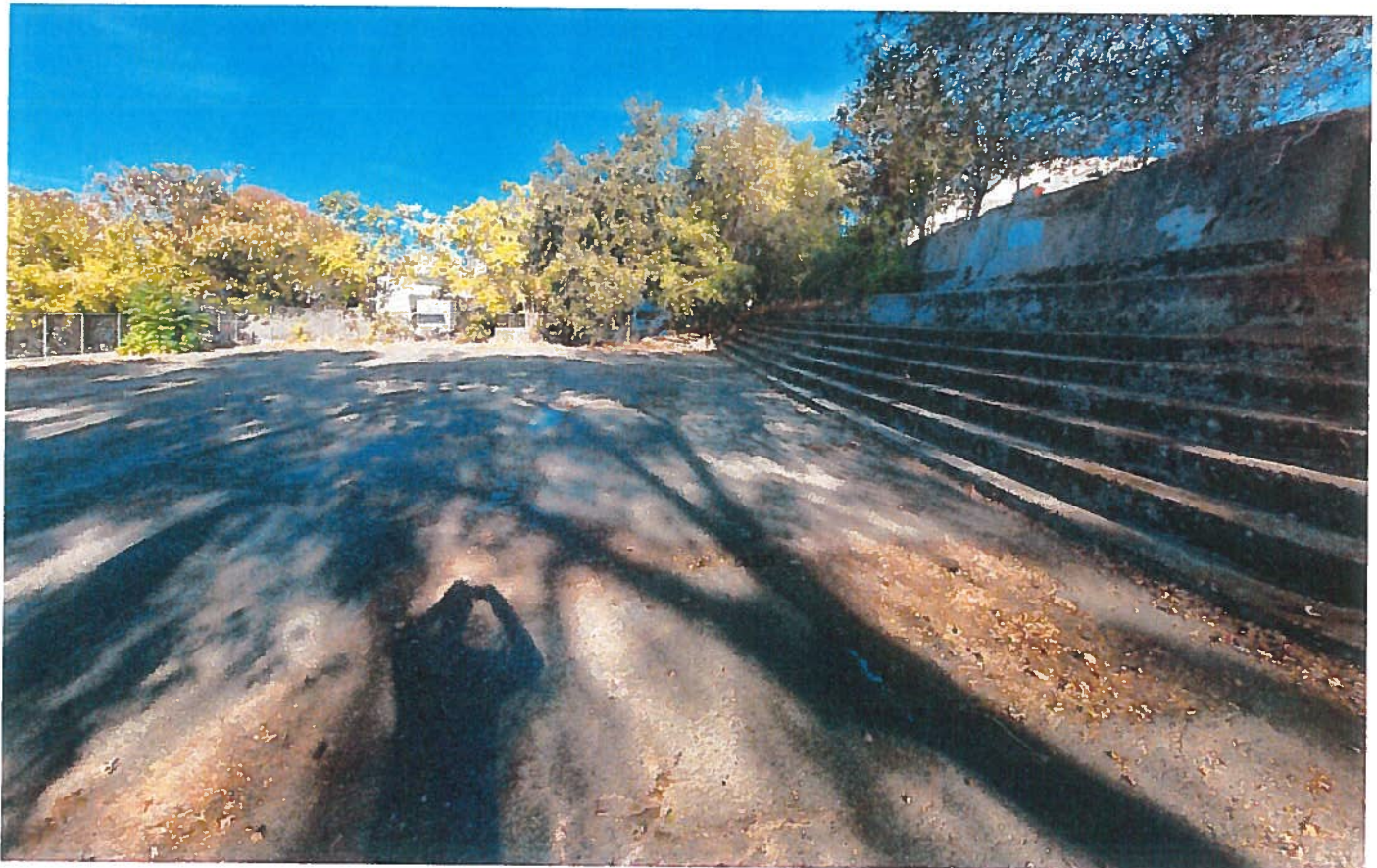
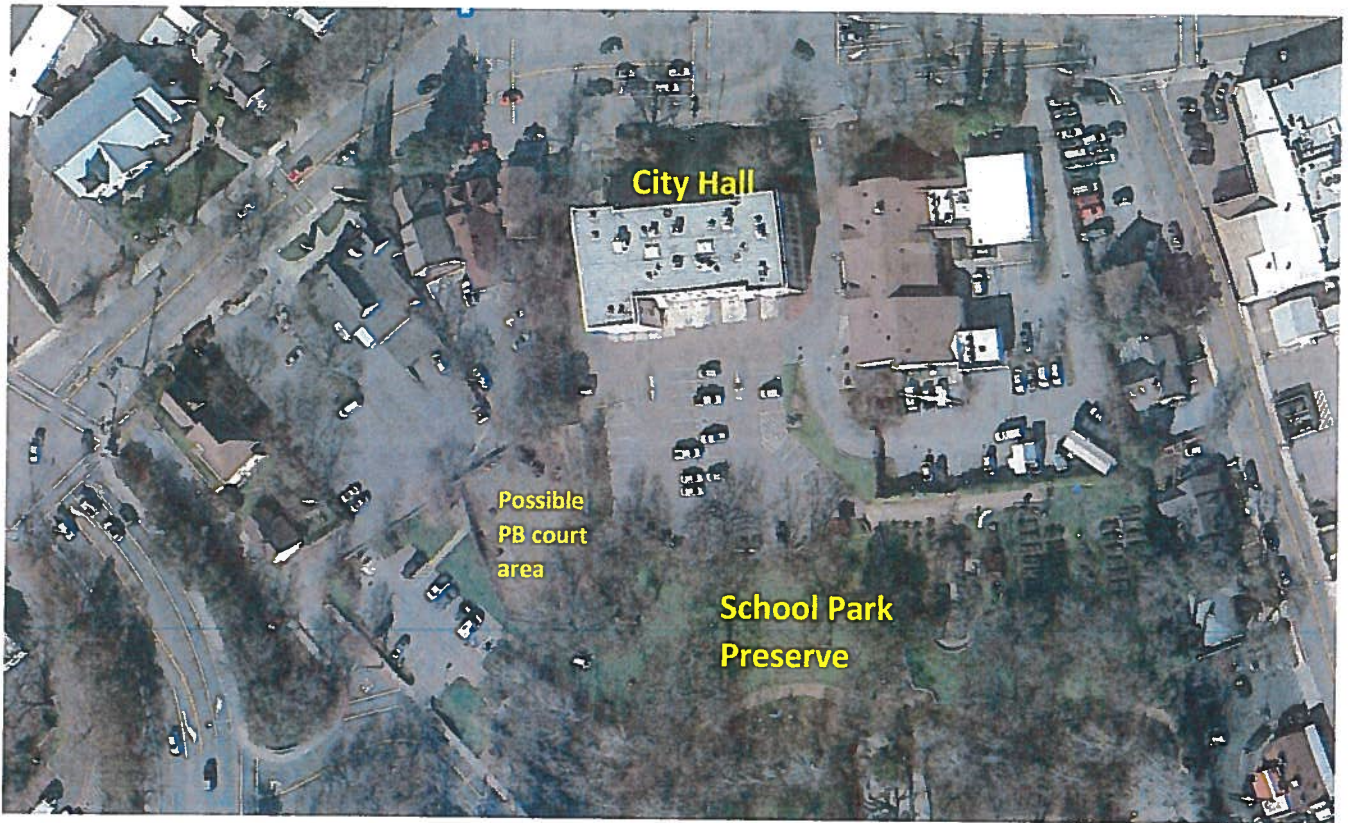
CONV'D	MPS
DESIGN'D	MPS
DRAWN	
PHO. ECHK	

NO.	DESCRIPTION	APP'D.	DATE

Railhead Park



City Hall/School Park Preserve



Meadow Vista Park



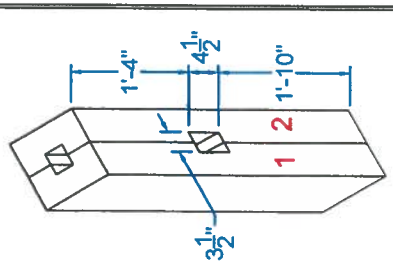
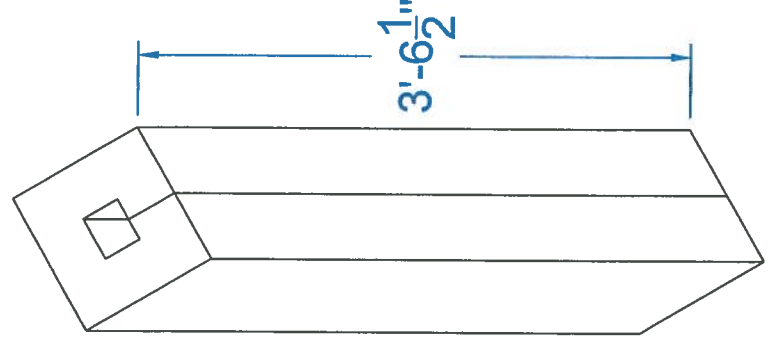
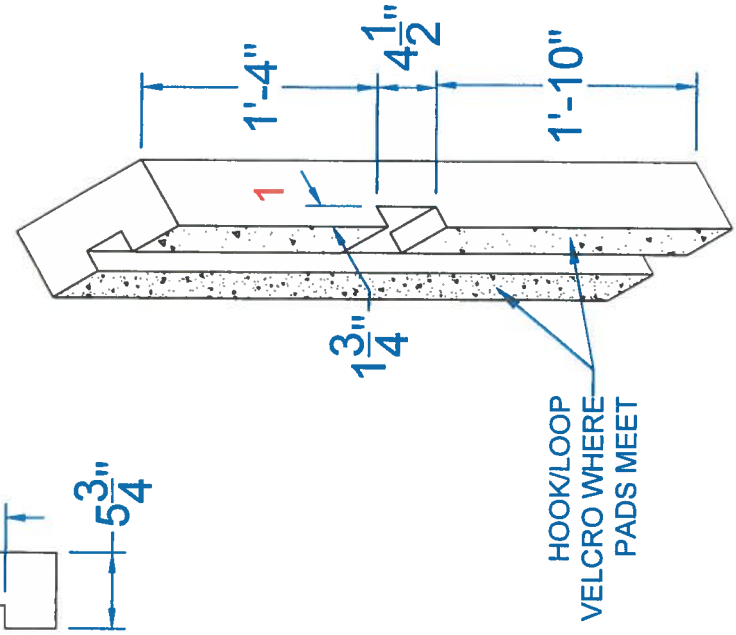
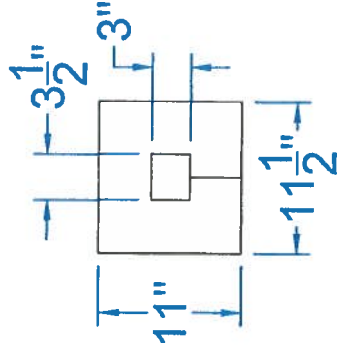
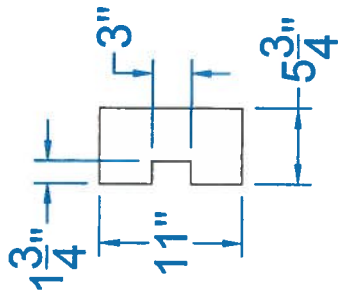


MEASUREMENT APPROVAL

DATE: 10-31-2022
DESIGNER: ANNISTON
QUOTE #: Q61434

CUSTOMER:
PO#: 7003440911
SO#: 22090540

\$1,132.51 District Cost.



QTY: 1

QTY: 2

TYPE OF PRODUCT: POST PAD
COLOR: BLACK
TYPE OF FABRIC: 18oz NFR VINYL
NUMBER OF PIECES: 3
NUMBER OF CUTOUTS: 2
FOAM THICKNESS: 4" FOAM (FORMED)
TYPE OF FOAM: HOOK LOOP

COMMENTS:

CUSTOMER APPROVAL (BOXES CHECKED, SIGNED, AND DATED) PRIOR TO PRODUCTION

- PRODUCT TYPE/COLOR IS CORRECT
- LAYOUT IS CORRECT AND PROPERLY COVERS ALL DESIRED PADDING
- DIMENSIONS ARE CORRECT
- AER-FLO TRIES TO BE AS ACCURATE AS POSSIBLE BUT CUSTOMER HAS FINAL RESPONSIBILITY

SIGNATURE: *Jesse Williams*

PRINT: Jesse Williams

DATE: 11/8/22