



RESOLUTION No. 24-535

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION DECLARING CERTAIN COUNTY-OWNED PARCEL LOCATED AT 15345 WASHINGTON ROAD (APN: 064-060-018), IN THE UNINCORPORATED LITTLE TOWN OF WASHINGTON, TO BE EXEMPT SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT, DECLARING THE COUNTY-OWNED PARCEL EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND APPROVING THE AUTHORIZATION TO TRANSFER THE PROPERTY TO THE WASHINGTON COUNTY WATER DISTRICT (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County of Nevada is the owner in fee simple of that certain real property located at 15345 Washington Road (APN: 064-060-018), in the unincorporated Little Town of Washington; and

WHEREAS, the property is undeveloped and not able to be developed, therefore the land will provide more public benefit under the Washington County Water District; and

WHEREAS, pursuant to Government Code 54221(f)(1)(B) and the Surplus Land Act Guidelines, Section 103(c)(3), 15345 Washington Road (APN: 064-060-018) is less than one-half acre in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes, therefore is eligible for exemption status; and

WHEREAS, pursuant to Government Code 54221(f)(1)(D) and the Surplus Land Act Guidelines, Section 103(c)(5), local agency to agency (local, state, federal, or federally recognized California Indian tribes) surplus land transfers are also eligible for exempt surplus declaration; and

WHEREAS, pursuant to CEQA Guidelines Section 15312(b)(1), Class 12, the sales of 15345 Washington Road is exempt from the California Environmental Quality Act due to the property's size, shape, or inaccessibility being incapable of independent development or use; and

WHEREAS, pursuant to Government Code Section 25526.6, notwithstanding any other provision of law, the Board of Supervisors may, convey or otherwise transfer to the State or to any Special District or any other public agency within the County any real property and may at any time hereinafter donate, or transfer for such consideration as it determines, lands owned by the County, which the board of supervisors deems is not required for other purposes and is in the public interest; and

WHEREAS, pursuant to California Code Section 25526.5, whenever the Board of Supervisors determines that any real property therein belonging to the county is no longer necessary for county or other public purposes, and its estimated value does not exceed twenty-five thousand dollars (\$25,000), the County may sell, exchange, quitclaim, or convey that real property upon the terms and conditions approved by the Board of Supervisors without complying with any other sections of Article 8 of Title 3, Division 2, Part 2, Chapter 5 of the Government Code; and

WHEREAS, the California Department of Housing and Community Development (HCD) is the State agency that oversees and approves surplus county land transfers.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that:

1. County-owned parcel 15345 Washington Road (APN: 064-060-018) is declared exempt surplus land pending the California Department of Housing and Community Development (HCD) approval; and
2. Finds that County-owned parcel 15345 Washington Road (APN: 064-060-018) is not required for any County or other public purposes; and
3. Finds that the transfer of the County-owned parcel 15345 Washington Road (APN: 064-060-018) to the Washington County Water District is in the public interest; and
4. Authorizes the Facilities Director as the County Officer to execute the transfer of the real property located at 15345 Washington Road (APN: 064-060-018), to the Washington County Water District on behalf of the Board of Supervisors and execute all required documents to complete the transaction.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of October 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By:  _____

 _____
Hardy Bullock, Chair

From: [Dept. of Housing & Community Development](#)
To: [Daniel Amezola](#)
Cc: Gabriel.Pena-Lora@hcd.ca.gov
Subject: SLA Case (SLA0000936)
Date: Wednesday, July 17, 2024 10:04:28 AM
Attachments: [Pasted image.png](#)
[Pasted image.png](#)
[Pasted image.png](#)
[hcd-logo.png](#)

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Hello, Daniel Amezola

Thank you for your submittal. I have completed my initial review and based upon the documents and information provided the Property should qualify for a Surplus Land Act exemption under Government Code section 54221, subdivision (f)(1)(D), should certain characteristics not apply to the Property.

Please confirm if any of the characteristics identified in Government Code section 54221, subdivision (f)(2), applies to the Property (Copied below).

(2) Notwithstanding paragraph (1), a written notice of the availability of surplus land for open-space purposes shall be sent to the entities described in subdivision (b) of Section 54222 prior to disposing of the surplus land, provided the land does not meet the criteria in subparagraph (H) of paragraph (1), if the land is any of the following:

- (A). Within a coastal zone.*
- (B). Adjacent to a historical unit of the State Parks System.*
- (C). Listed on, or determined by the State Office of Historic Preservation to be eligible*

for, the National Register of Historic Places.

(D). *Within the Lake Tahoe region as defined in Section 66905.5.*

In the final resolution please include the following:

- A note that indicates if any of the characteristics of Government Code section 54221, subdivision (f)(2) applies to the Property.
- As well as a whereas statement that cites the Government Code section that is being utilized. The language in the "Staff Memo Draft" on page 2 paragraph 2 is sufficient to meet this requirement.

As for next steps once, the resolution is approved please open a new request through the SLA portal referencing SLA Case No. SLA0000936 and request me as the analyst.

I will be closing this case.

Please let me know if you have any questions.

Thank you,



Gabriel Pena-Lora

Senior Housing Policy Specialist, Housing Policy Division
Housing and Community Development
651 Bannon Street | Sacramento, CA 95811
Phone: 916.883.8022



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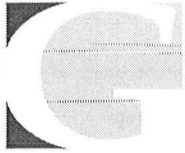


15345 WASHINGTON ROAD, NEVADA CITY CA 95959

Written For:
Nevada County Facilities
Service Facilities
10014 N Bloomfield Road
Nevada City, CA 95959

FILE No.:
9317

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California~Nevada~Arizona

06/03/2024

Nevada County Facilities
Service Facilities
10014 N Bloomfield Road
Nevada City, CA 95959

RE: Appraisal Report #9317 (Appraisal Report – Summary Narrative Format)
“As-Is” Value Estimate: \$1,460

Project Name
Located at:
15345 Washington Road
Nevada City, California 95959

Dear Nevada County Facilities,

As requested, I have conducted the necessary investigation and analysis for the purposes of estimating the current market value of the Fee Simple Interest “As-Is” for the above referenced property. This appraisal is in compliance with the Uniform Standards of Professional Appraisers Practice (USPAP), the Office of the Comptroller of the Currency’s (OCC) Minimum Standards, and the additional requirements set forth by the Appraisal Standards Board.

As a result of my investigation and analysis, subject to the assumptions and limiting conditions expressed in the attached appraisal report, it is my opinion that the current market value of the subject property’s Fee Simple Interest, as of May 13th, 2024, is as follows:

Fee Simple Interest: (AS-IS)	\$1,460
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The attached appraisal report contains the data and reasoning upon which this appraisal is based, together with necessary Certification and Limiting Conditions. **This is an Appraisal Report – prepared in a summary narrative format.**

Respectfully Submitted,

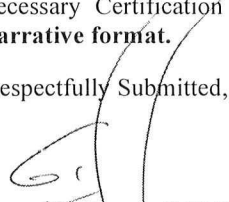

Gary G. Young SCREA
Candidate for Designation, Appraisal Institute
Certified General Appraiser
State of California #AG033542



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Introduction

This appraisal involves the evaluation of an existing vacant land situated within Nevada County in Nevada City, California 95959. Nevada City is positioned approximately 60 miles northeast of the state capitol and the Sacramento Metropolitan area, and approximately 160 miles northeast of San Francisco, California.

The appraisal assignment involves the valuation of the subject in its "As-Is" condition as of the date of value.

The valuation analysis will utilize one of the three standard approaches to value – the Income Approach to Value and the Sales Comparison Approach to Value. These approaches will be discussed in more detail within the valuation section of this report.

The Cost Approach to Value was not utilized due to:

- 1) The lack of vertical improvements to develop the approach.

The Income Approach to Value was not utilized due to:

- 1) The lack of vertical improvements for a typical annuity; and
- 2) The fact that very few buyers and sellers in the local and regional marketplace ever place any weight on the Income Approach to Value in their determination of a sale or acquisition price on this type of small bare residential property.

Note: In accordance with USPAP Standards rule 2-2 (a), the Cost Approach to Value and Income Approach to Value may be omitted if its development would not influence the final value conclusion; or if insufficient data is available with respect to establishing a reliable estimate of market value for the land under appraisal. It is understood that this appraisal is to be an Appraisal Report - Summary Narrative Format.

Summary of Facts and Conclusions

OWNER OF RECORD:	Title to the subject is reportedly in the name of NEVADA COUNTY OF
PROPERTY TYPE:	Existing, vacant residential land
LOCATION:	West side of Washington Road, East of Alpha Road, North of Main Street (15345 Washington Road) Nevada County, California 95959
FLOOD INSURANCE:	The subject property is situated within a HUD identified Flood Area D.
EARTHQUAKE ZONE:	The subject property is not situated within an Alquist – Priolo Earthquake (or “Fault Hazard”) Special Studies Zone.
LAND AREA:	0.06 Acres (2,613 SF)

Marketing Time/Exposure Time

While most residential lots in the Nevada City market are taking an average of 7-months to sell, data from within this small rural market is difficult to trend (due to the lack of overall sales activity).

The appraiser estimates the final value estimate will be premised on the assumption that the subject property would sell in a six to nine-month exposure time period. This exposure period has been based on the available sales activity involving somewhat similar properties in the local and regional marketing area using MLS data.

ESTIMATING MARKETING TIME: Six to Nine Months

ESTIMATING EXPOSURE TIME: Six to Nine Months

DATE OF VALUE: May 13th, 2024 (the date of physical inspection by the appraiser).

Value Conclusion

Fee Simple Interest "As-Is" Premise: \$1,460

Property Identification

The subject property is identified as being situated on the west side of Washington Road, East of Alpha Road, North of Main Street, within the city of Nevada City, California. With a site address 15345 Washington Road, Nevada City, CA, the subject property is also identified as being Nevada County/City of Nevada City Assessor's Parcel (APN) Number 064-060-018-000. With a legal description of "LOT 18 WASHINGTON TOWNSITE according to the Official Map thereof."

Subject Three Year Ownership History/Listing History/Purchase Agreement

Transaction Summary							
Trans ID	Recording Date	Document Type	Document Description	Sale Price / Loan Amount	Document Number	Buyer / Borrower	Seller
1		Deed			BK-PG 589-392		

Transaction History Legend		
	Transfer	 Mortgage
	Foreclosure Activity	 Mortgage Release
		 Mortgage Assignment

Transaction Details						
Transfer						
	Transaction ID	1	Recorder Doc Number	BK-PG 589-392	Partial Interest Transferred	
	Transfer Date		Document Type	Deed	Type of Transaction	Per Assessor
	Sale Price		Document Description		Multiple APNs on Deed	
	Recorder Book/Page	589/ 392	Recording Date		Property Use	Institutional (General)
	Buyer 1		Buyer 1 Entity		Buyer Vesting	
	Buyer 2		Buyer 2 Entity		Buyer Mailing Address	
	Seller 1		Seller 1 Entity		Seller Mailing Address	
	Seller 2		Seller 2 Entity		Legal City/ Muni/ Township	
	Legal Recorder's Map Ref		Legal Subdivision	WASHINGTON TOWNSITE	Legal Section/ Twn/ Rng/ Mer	
	Legal Brief Description/ Unit/ Phase/ Tract		LOT 18 WASHINGTON TOWNSITE/ / /		Title Company Name	

No prior history of the site is available to the appraiser. It is unknown when the County acquired the parcel and the appraiser is making the extraordinary assumption the subject has had no transfers within last three years from the effective date of this report. The subject has not been listed for sale in the past year as per MLS.

Purpose/Function of the Appraisal

The purpose of this appraisal is to determine the current market value "As-Is" of the Fee Simple Interest for the subject property. The function of the appraisal report is to assist the client with regard to market valuation for analysis purposes.

Property Rights Appraised

The property rights appraised are estimated in Fee Simple Interest, subject only to exceptions, easements, and rights-of-way of record. No personal property is valued in this report.

Assessment Reference and Taxes

The subject property is identified as Nevada County/City of Nevada City Assessor's Parcel Number 064-060-018-000. The subject is situated in the Tax Code Area 79-001.

In California, privately held real property is typically assessed at 100% of full cash value (which is interpreted to mean market value of the fee simple estate) as determined by the County Assessor. Generally, a reassessment occurs only when a property is sold (or transferred), or when new construction occurs (as differentiated from replacing existing construction).

Assessments for properties that were acquired before 1975-1976 were stabilized as of the tax year 1975-1976. Property taxes are limited by state law to 1% of the assessed value plus voter-approved obligations and special assessments. If no sale (or transfer) occurs or no new building takes place, assessments may not increase more than 2% annually.

Taxes are payable in two equal installments, which become delinquent after December 10 and April 10 respectively. The following table provides a summary of the current tax data and the effective tax rate for the subject according to the County Assessor.

Taxes will change in the event of a sale, transfer of the property, or if any new construction occurs and will be determined by the Assessor at the current market value.

The subject is publicly held and not subject to local property taxes.

Assumption and Limiting Conditions

The Certification of the Appraiser appearing in this appraisal report is subject to the following conditions and to such other specific and limiting conditions as are set forth in the report.

The Appraiser assumes no responsibility for matters of a legal nature affecting property appraised or the title thereto, nor does the Appraiser render any opinion as to the title, which is assumed to be good and marketable.

Responsible ownership and competent management are assumed.

The Appraiser has made no survey of the property and assumes no responsibility in connection with such matters. Any sketch or identified survey of the property included in this report is only for the purpose of assisting the reader to visualize the property.

The Appraiser is not required to give testimony or attendance in court by reason of this appraisal unless arrangements have been previously made therefore.

Any distribution of the valuation between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.

The Appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. The Appraiser assumes no responsibility for such conditions, or for engineering which might be required to discover such factors.

The information identified in this report as being furnished by others is believed to be reliable, but no responsibility for its accuracy is assumed.

The "Estimate of Market Value" in the appraisal report is not based in whole or in part upon the race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

This appraisal report has been prepared for the use of the addressee only. No responsibility is assumed for its possession, use or reliance upon factual data, or conclusions, contained herein by anyone other than the addressee. The report is intended solely for the purpose herein stated. Specifically, this report is invalid for syndication purposes.

Special Assumptions and Limiting Conditions

1.) This appraisal assumes that the subject property is not affected by toxic waste or other potentially hazardous material resulting from past or present uses of the subject or nearby properties. Such a condition may or may not be present. The appraiser is not qualified to detect such substances; therefore, if there is reason to believe that hazardous materials are present on the property, the client should retain the services of a qualified professional in the field. The presence of such conditions could have a significant affect on value.

2.) The Americans with Disabilities Act (“ADA”) became effective January 26, 1992. The appraiser has not made a specific compliance survey to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since the subject represents a relatively “older” property, which would be subject to current ADA standards, it is assumed that the subject property is in full compliance with all ADA guidelines.

3.) The subject property does not appear to have any land which would be considered “wetlands”: under normal guideline definitions provided by either the US Bureau of Reclamation, the US Corp. of Engineers, or the US Department of Fish and Wildlife Service. However, the Appraiser is not qualified to make a final determination in such matters. A qualified environmental engineer should be contacted should such a determination be deemed necessary by the lender and/or client.

Mutual Limitations of Liability

Appraiser and Client agree that the following mutual limitation of liability is agreed to in consideration of the fees to be charged and the nature of Appraiser's services under this Agreement. Appraiser and Client agree that to the fullest extent permitted by applicable law, each party's and its Personnel's maximum aggregate and joint liability to the other party for claims and causes of action relating to this Agreement or to appraisals or other services under the Agreement shall be limited to the total fees and costs charged by Appraiser for the services that are the subject of the claim(s) or cause(s) of action. This limitation of liability extends to all types of claims or causes of action, whether in breach of contract or tort, including without limitation claims/causes of action for negligence, professional negligence or negligent misrepresentation on the part of either party or its Personnel, but excluding claims/causes of action for intentionally fraudulent conduct, criminal conduct or intentionally caused injury. The Personnel of each party are intended third-party beneficiaries of this limitation of liability. "Personnel," as used in this paragraph, means the respective party's staff, employee, contractors, members, shareholders and partners. Appraiser and Client agree that they each have been free to negotiate different terms than stated above or contract with other parties.

Although the borrower and/or third party may receive a copy of the appraisal, it does not mean that the borrower or third party is an "Intended User" as that term is defined in the appraisal report.

If the owner of the property appraised is not the intended user, then they may not have the right to use this report with any other lender(s) and/or individual(s) for any purpose.

The report remains the personal property of the signer and may not be transmitted to the third party without the signer's written permission. (Permission is granted to transmit to third party trustee.) The Appraiser's personal responsibilities do not extend to a third party under any circumstances whatsoever. The Client agrees to notify the Appraiser of any error, omission, or invalid data herein within 15 days of receipt and to return the report along with all copies to the Appraisers for correction prior to any use whatsoever. Corrections will be made at the Appraiser's discretion.

Under no circumstances shall the Company or Appraiser's liability exceed the fee collected for this report. Thus, by acceptance of this report, the client acknowledges that a value opinion is the product of a professionally trained mind, but nevertheless is an opinion only and not a provable fact. As a personal opinion, valuation may vary between Appraisers based on the same facts. Thus, the appraiser warrants only that the value conclusion is the best opinion estimate as of the exact day of valuation.

China reported the first case of the Coronavirus" (COVID-19/Chinese Virus) in December 2019 with the virus reaching the United States in January 2020. "The Coronavirus" (COVID-19/Chinese Virus) outbreak was designated as a pandemic by the World Health Organization (WHO) on March 11, 2020. Based on our discussions with real estate brokers and investors as of the date of this report, the full impact of the outbreak on the regional real estate market is not known. However, we are currently

working on, or are aware of, several current real estate purchases that are moving forward as planned and that real estate is perceived to have far less risk than alternative investment vehicles, such as the stock market-which has experienced substantial fluctuation in the recent past. The fiscal stimulus along with vaccines set in place in 2020 from the federal government and the herd immunity are also being factored into the market, which is offering some virus-related certainty on a long-term basis. Currently war has broken out in Europe. Inflation is rising at a record pace due to federal spending. IN an effort to off-set the spending, the feds began raising interest rates in June of 2022. This continued at a record pace of 11 increases in 13 months. This is reported to be the highest rate in 22 years These increases effectively stopped the single-family residential market and has resulted in 4 bank failures to date. Therefore, based on these considerations, we are of the opinion that adverse conditions are being reflected in the Nevada County real estate market at this time.”

Certification of Appraisal

The undersigned does hereby certify that, to the best of my knowledge the statements of facts contained in this report are true and correct.

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

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

As of the date of this report, I (Gary Young) have completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute

I have made a personal inspection of the subject property.

I have no present or prospective interest in the appraised property, and I have no personal bias or personal interest with respect to the parties involved in this appraisal.

The reported appraisal analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial, and unbiased professional analysis, opinions and conclusions.

This analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice* and the requirements of the code of Professional Ethics and Standards of professional Practice of the Appraisal Institute.

The out-of-context quoting from or partial reprinting of this appraisal report is not authorized.

No one provided significant real property appraisal assistance to the person signing this certification. Savannah Young assisted in the preparation of graphics and market data maps, and in the assembly of the final appraisal report.

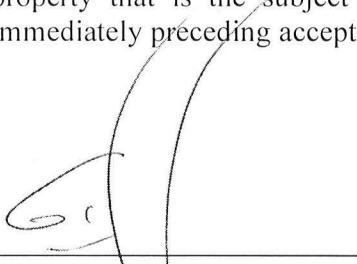
My engagement in this assignment was not contingent upon developing or reporting pre-determined results.

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

The appraisal assignment was not based on a requested, minimum valuation, a specific valuation, or the approval of a loan.

Further, neither all nor any part of this appraisal report shall be disseminated to the general public by use of media for public communication without the prior written consent of the undersigned.

I have performed no other services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three-year period immediately preceding acceptance of this assignment.



Gary G. Young SCREA
Candidate for Designation, Appraisal Institute
Certified General Appraiser
State of California #AG033542

Scope of the Appraisal

The appraiser has been requested by the client, Nevada County to provide a market value fee simple appraisal report on an existing, average condition vacant land, situated at 15345 Washington Road, within the city of Nevada City, California 95959.

The Client by Name is identified as the Lender/Client. No instruction was received on the appraisal assignment order or via other written communication at the time of engagement that prevents the naming of the Client. The Original Lender/Client is the only Intended User of this report.

The appraisal report has been prepared so as to comply with the requirements of:

- 1.) Title XI of the Federal Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- 2.) The Uniform Standards of Professional Appraisal Practice (USPAP) including the Ethics and Competency Provisions and promulgated by the Appraisal Standards Board of the Appraisers Foundation.
- 3.) Prepared in compliance with the Office of Comptroller of the Currency (OCC) minimum standards.
- 4.) The Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

The appraiser has the necessary experience, training, and knowledge to be qualified to be complete an appraisal of an existing, average condition retail building in accordance with the competency provisions of USPAP.

Savannah Young assisted in the preparation of graphics and in the assembly of the final appraisal report.

The scope of the appraisal required collecting primary and secondary data relative to the subject property. This has been analyzed and confirmed by the appraiser, whenever possible, leading to the value conclusion as set forth in this report. All data considered material to the appraisal was reported. Unless so specified, the appraisal does not consider personal property noted on the premises. A physical inspection of the subject property was made. The valuation process involved utilizing all techniques and procedures considered appropriate to the assignment. The scope of this appraisal has not been limited elsewhere in the report.

This is an Appraisal Report – Summary Narrative Format.

Definition of Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently knowledgeable and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of sale of a specified date and passing of title from seller to buyer under conditions whereby:

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

Source: Office of the Comptroller under 12 CFR, part 3544, Subpart C – Appraisals, 34.42 Definitions (f).

Hypothetical Condition/Extraordinary Assumptions

Hypothetical Conditions:

A hypothetical condition is used when a property is appraised under a condition that is contrary to what is known by the appraiser to exist on the effective date of the assignment results

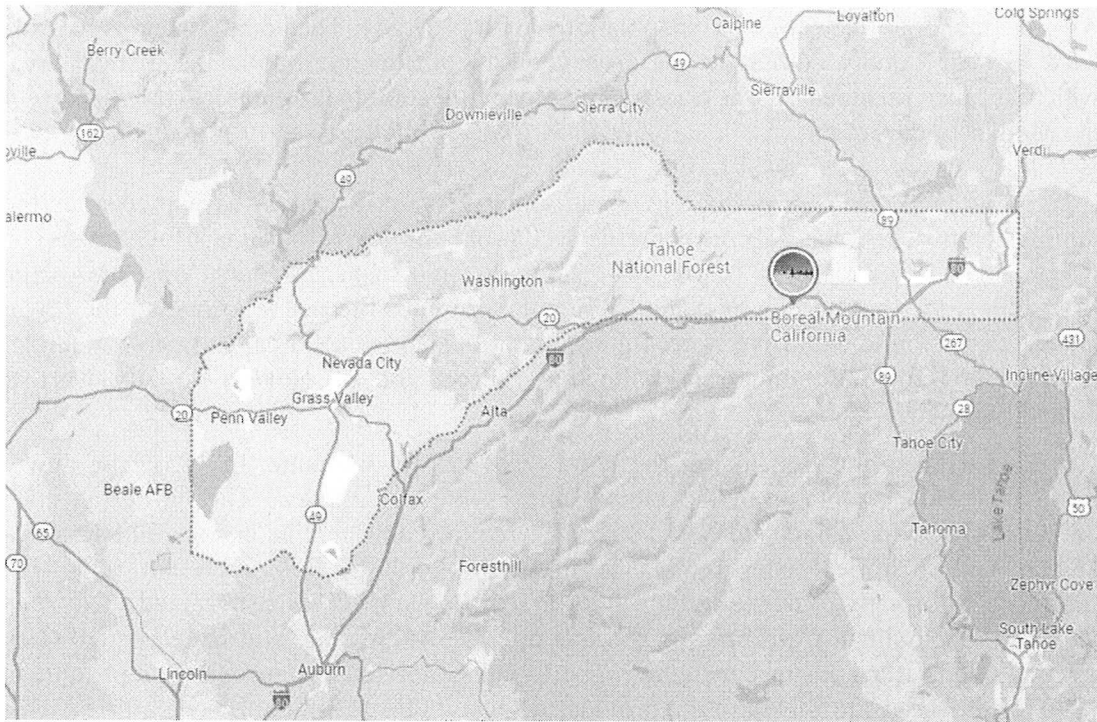
✓ None

Extraordinary Assumption:

An extraordinary assumption is an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.) (Dictionary, 5th Edition)

✓ No title report was provided to the appraiser. The appraiser is making the extraordinary assumption the subject has no recent transfers and there are no unknown items that would detrimentally affect market value. The appraiser reserves the right to amend this report if new information becomes available.

Market Area Map of Nevada County



V

Market Area Description: City of Nevada County

Nevada County is a county located in the U.S. state of California, in the Sierra Nevada. As of the 2020 census, its population was 102,241. The county seat is Nevada City. Nevada County comprises the Truckee-Grass Valley micropolitan statistical area, which is also included in the Sacramento-Roseville combined statistical area, part of the Mother Lode Country.

Created in 1851, from portions of Yuba County, Nevada County was named after the mining town of Nevada City, a name derived from the Sierra Nevada Mountains. The word *nevada* is Spanish for "snowy" or "snow-covered." Charles Marsh was one of the first settlers in what became Nevada City, and is perhaps the one who named the town. He went on to build extensive water flumes/ditches/canals in the area, and was influential in the building of the first transcontinental railroad and the Nevada County Narrow Gauge Railroad.

Nevada City was the first to use the word "Nevada" in its name. In 1851, the newly formed Nevada County used the same name as the county seat. The bordering state of Nevada used the same name in 1864. The region came to life in the Gold Rush of 1849. Many historical sites remain to mark the birth of this important region in California's formative years. Among them are the Nevada Theatre in Nevada City, the oldest theater built in California in 1865. It operates to this day and once hosted Mark Twain, among other historical figures. The Old 5 Mile House stagecoach stop, built in 1890, also operates to this day as a provider of hospitality spanning three centuries. This historical site still features "The stagecoach safe" that is on display outside the present-day restaurant and is the source of many legends of stagecoach robbers and notorious highwaymen in the California gold rush era. The gold industry in Nevada County thrived into the post-WWII days.

The county had many firsts and historic technological moments. The first long-distance telephone in the world, built in 1877 by the Ridge Telephone Company, connected French Corral with French Lake, 58 miles away. It was operated by the Milton Mining Company from a building on this site that had been erected about 1853. The Pelton wheel, designed to power gold mines, still drives hydroelectric generators today. Nevada City and Grass Valley were among the first California towns with electric lights. The Olympics, NASA, and virtually every television station around the country uses video/broadcasting equipment designed and manufactured by Grass Valley Group, founded in Grass Valley.

The Nevada County Narrow Gauge Railroad, built in 1876, was the only railroad in the West that was never robbed, though its primary freight was gold. (Builder-owner John Flint Kidder's reputation made it clear that he would personally hunt down and kill anyone who tried.) The rail line closed in 1942 and was torn up for scrap.

In Grass Valley, the historic Holbrooke Hotel opened in 1851 and housed Mark Twain, Bret Harte, and four U.S. Presidents (Ulysses S. Grant, Grover Cleveland, Benjamin Harrison, and James A. Garfield).

The community of Rough and Ready seceded from the Union for a time and became the Great Republic of Rough and Ready.

Nevada County is home to the Empire Mine State Historic Park, which is the site of one of the oldest, deepest, and richest gold mines in California. The park is in Grass Valley at 10791 East Empire Street. In operation for more than 100 years, the mine extracted 5.8 million ounces of gold before it closed in 1956.

In 1988, the 49er Fire went on to burn well over 100 homes and more than 33,000 acres in Nevada County.

The major transportation arterials for the market area include:

State Route 20 (SR 20) is a state highway in the northern-central region of the U.S. state of California, running east–west north of Sacramento from the North Coast to the Sierra Nevada. Its west end is at SR 1 in Fort Bragg, from where it heads east past Clear Lake, Colusa, Yuba City, Marysville and Nevada City to I-80 near Emigrant Gap, where eastbound traffic can continue on other routes to Lake Tahoe or Nevada.

Portions of SR 20 are built near the routing of what was first a wagon road and later a turnpike in the late 19th century. This road was extended through the state highway system all the way to Ukiah in the early 20th century, and the missing link near Clear Lake was completed in 1932 before the official designation of this highway as SR 20 in 1934. There have been subsequent improvements to the road, such as the conversion of the Grass Valley portion of the route to freeway standards.

State Route 20 begins at SR 1 in southern Fort Bragg, less than 1 mile from the Pacific Ocean. It heads east, quickly climbing into the Mendocino Range along a ridge and crossing through Dunlap Pass. The highway continues to rise alongside the North Fork Big River and tributaries, crossing another summit and then descending to Willits in the Little Lake Valley via Broaddus Creek. An overlap with US 101 begins in Willits and heads southeasterly to Calpella, north of Ukiah in Redwood Valley. There SR 20 turns east again, crossing the Russian River, passing the north shore of Lake Mendocino, and rising to a summit via the East Fork Russian River and Cold Creek. The roadway again descends alongside the Blue Lakes and Scotts Creek to the junction with SR 29 and the settlement of Upper Lake in the Clear Lake Basin. SR 20 closely follows the northeast shore of Clear Lake, staying right above the water line to avoid the adjacent hills. Where the lake ends, SR 20 continues east, intersecting SR 53 and then following the North Fork Cache Creek and tributaries to the Lake-Colusa County line. During its final descent into the Sacramento Valley, SR 20 intersects SR 16 and curves north and back east, entering the valley via Salt Creek.

Once it enters the flat Sacramento Valley, SR 20 takes a generally straight path, crossing I-5 in Williams, overlapping SR 45 near the west bank of the Sacramento River southeast from Colusa, and then turning back east to cross the Sacramento River and Sutter Bypass on its way to Yuba City. The route crosses SR 99 west of central Yuba City, and runs east through northern Yuba City to the Feather River, which it crosses on the 10th Street Bridge into Marysville. Within the central part of that city, SR 20 makes several turns, first turning south from 10th Street onto E Street, then east on 9th Street

(overlapping SR 70), north on B Street, and east on 12th Street (splitting from SR 70). The highway leaves Marysville to the northeast, paralleling the Yuba River on its north side as it enters the foothills of the Sierra Nevada.

SR 20 rises into the Sierra along the north side of the Yuba River, crossing to the south side near Smartsville and then climbing through several ravines to the Penn Valley. The current alignment, built in the mid-1980s as a mostly two-lane freeway, continues east across rugged terrain to the city of Grass Valley, where it joins SR 49 on the Golden Center Freeway. The two routes travel northeast to Nevada City, where SR 49 turns northwest and SR 20 resumes its eastward course as a two-lane highway. The roadway climbs from Nevada City and follows Harmony Ridge and Washington Ridge before descending into the Bear Valley via a series of hairpin turns, and then climbing, just north of Emigrant Gap, to its end at I-80 at Yuba Pass. The Pioneer Trail, a National Recreation Trail, parallels SR 20 from a point on Harmony Ridge to the Bear Valley, and includes parts of a branch of the California Trail first used in 1850.

SR 20 east of US 101 is part of the California Freeway and Expressway System, although it is mostly a two-lane surface road; west of SR 29 and east of SR 53, it is part of the National Highway System, a network of highways that are considered essential to the country's economy, defense, and mobility by the Federal Highway Administration. All of SR 20 is on the Interregional Road System, a highway system that connects major economic centers of the state, and has been selected by the California Department of Transportation (Caltrans) as a High Emphasis Route and Focus Route from US 101 to SR 29 and SR 53 to I-80, with the designated corridor following SR 29 and SR 53 around the south side of Clear Lake. It is also eligible for the State Scenic Highway System from SR 1 to SR 16 and SR 49 to I-80, and has been designated as such for 6 miles near the east end; this is part of the federally designated Yuba-Donner Scenic Byway, a National Forest Scenic Byway that uses SR 20 east of SR 49.

Top Employers in Nevada County

Employer Name	Location	Industry
<u>Aja Video</u>	Grass Valley	Television Station Equipment-Mfrs
<u>American Rivers Inc</u>	Nevada City	Organizations
<u>B & C Ace Home & Garden Ctr</u>	Grass Valley	Hardware-Retail
<u>Briarpatch Community Market</u>	Grass Valley	Grocers-Retail
<u>Clear Capital</u>	Truckee	Real Estate Loans
<u>Donner Ski Ranch</u>	Soda Springs	Skiing Centers & Resorts
<u>Golden Empire Nurse & Rehab</u>	Grass Valley	Nursing & Convalescent Homes
<u>Interfaith Food Ministry</u>	Grass Valley	Non-Profit Organizations
<u>Jehovah's Witnesses</u>	Grass Valley	Churches
<u>Lodge At Tahoe Donner</u>	Truckee	Restaurants
<u>Micro Precision Calibration</u>	Grass Valley	Testing Laboratories & Services
<u>Nevada County Superintendent</u>	Grass Valley	Schools
<u>Nevada Irrigation District</u>	Grass Valley	Water & Sewage Companies-Utility
<u>Nevada Union High School</u>	Grass Valley	Schools
<u>Raley's</u>	Grass Valley	Grocers-Retail
<u>Robinson Enterprises Inc</u>	Nevada City	Logging Companies (mfrs)
<u>Safeway</u>	Grass Valley	Grocers-Retail
<u>Safeway</u>	Truckee	Grocers-Retail
<u>Sierra Nevada Home Care</u>	Grass Valley	Lawn & Grounds Maintenance
<u>Sierra NV Memorial Hospital</u>	Grass Valley	Hospitals
<u>Spring Hill Manor Rehab</u>	Grass Valley	Skilled Nursing Care Facilities
<u>Sugar Bowl Ski Area</u>	Soda Springs	Skiing Centers & Resorts
<u>Tahoe Forest Health Syst Fndtn</u>	Truckee	Laboratories-Medical
<u>Tahoe Forest Hospital District</u>	Truckee	Health Care Management
<u>Track At Truckee Donner Rec</u>	Truckee	Health Clubs Studios & Gymnasiums

<https://labormarketinfo.edd.ca.gov/>

Neighborhood Description

The general market area boundaries are the very rural area of the town of Washington.

Neighborhood and community shopping services are provided by several facilities in the City of Nevada City. Regional shopping services in the area are provided by malls in the Roseville area. Police and fire protection for the neighborhood are considered adequate.

The subject's very rural market area has been developed with a mixture of commercial, residential, industrial, and special purpose or public land uses. A majority of the developments within the subject's immediate neighborhood represent longstanding commercial and residential buildings that were developed at different phases since the late 19th Century.

In summary, the subject market area represents a combination of relatively older, existing commercial, residential, and light industrial development which has experienced some regentrification during the past several decades. Current land uses and development patterns within the subject's immediate neighborhood should display a similar land use pattern of mixed commercial and residential utilization, with periodic redevelopment of individual sites (remodeled/renovation/limited re-design) on an "infill" basis. Land values for commercially and residential zoned parcels within the area should remain somewhat stable.

Income Data

Income & Poverty



United States



California



Nevada County,
California



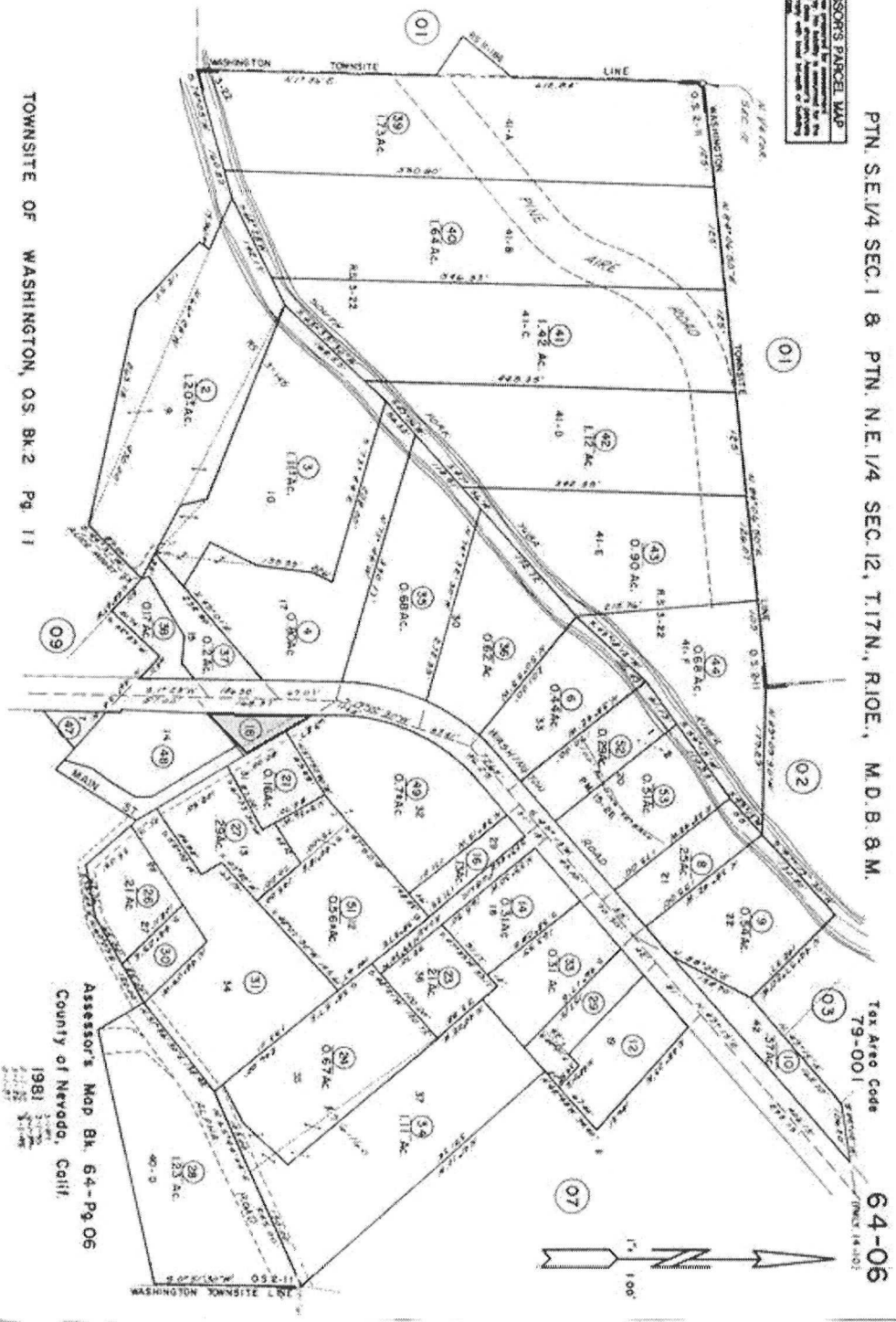
Population estimates, July 1, 2023, (V2023)	334,914,895	38,965,193	102,037
PEOPLE			
Income & Poverty			
Median household income (in 2022 dollars), 2018-2022	\$75,149	\$91,905	\$79,395
Per capita income in past 12 months (in 2022 dollars), 2018-2022	\$41,261	\$45,591	\$46,706
Persons in poverty, percent	11.5%	12.2%	10.6%

Assessor's Parcel Map

ASSESSOR'S PARCEL MAP
 This map is prepared by the Assessor's Office for the purpose of showing the location and boundaries of all parcels of land within the area shown on this map. It is not intended to show the location of any other features or structures.

PTN. S.E. 1/4 SEC. 1 & PTN. N.E. 1/4 SEC. 12, T. 17N., R. 10E., M.D.B. & M.

TOWNSHIP OF WASHINGTON, OS. BK. 2 Pg. 11



Tax Area Code
79-001
64-06
Final 14-101

Assessor's Map Bk. 64-Pg. 06
 County of Nevada, Calif.
 1981



Site Description

The subject property is identified as being a single parcel of commercially ("R2"; Medium Density Residential) zoned land.

The subject site contains a total gross land area of approximately 2,613 square feet (0.06 acres) and represents a somewhat triangle shaped parcel. Designated as Nevada County Assessor's Parcel Number 064-060-018-000. The public utilities available to the subject site include electricity and telephone. There does not appear to be any drainage problems associated with the subject site.

The subject site is along Washington Road with road setbacks that appear to make the subject effective area much smaller. The subject also looks to have an easement from Main Street (google has it named Alpha Road). The plat does not have dimensions of the subject itself. Using measurements from two neighboring parcels and making the assumption that Alpha Road continues and connects with Washington Road, assuming typical 20' setbacks, it looks as though no portion of the site is buildable. The site would need utilities and it assumed to have access to public water, nor would the site have enough space for a septic system and 100% repair area. Due to these items the parcel may only find value with neighboring parcels or to the town of Washinton, or Nevada County.

Subject Site



The subject appears to have an easement for Main Street/Alpha Road and one must consider the setback from Washington Road. The appraiser highly recommends the site be surveyed and the appraiser reserves the right to amend this report if new information becomes available.

Flood Hazard and Earthquake Data

As previously mentioned, the subject property **is not** located within a federally designated 500-year flood hazard zone. According to Interflood, the subject site is positioned within a Zone “D” – “Areas with possible but undetermined flood hazards. No flood hazard analysis has been conducted. Flood insurance rates are commensurate with the uncertainty of the flood risk.”. The subject **is not** located within an Alquist-Priolo Special Studies (Fault Hazard) Zone.

Flood Map

InterFlood by a la mode







Prepared for: Granite Appraisal Group
 15345 Washington Rd
 Nevada City, CA 95959



MAP DATA

FEMA Special Flood Hazard Area: No
 Map Number: 06057C0425E
 Zone: D
 Map Date: February 03, 2010
 FIPS: 06057

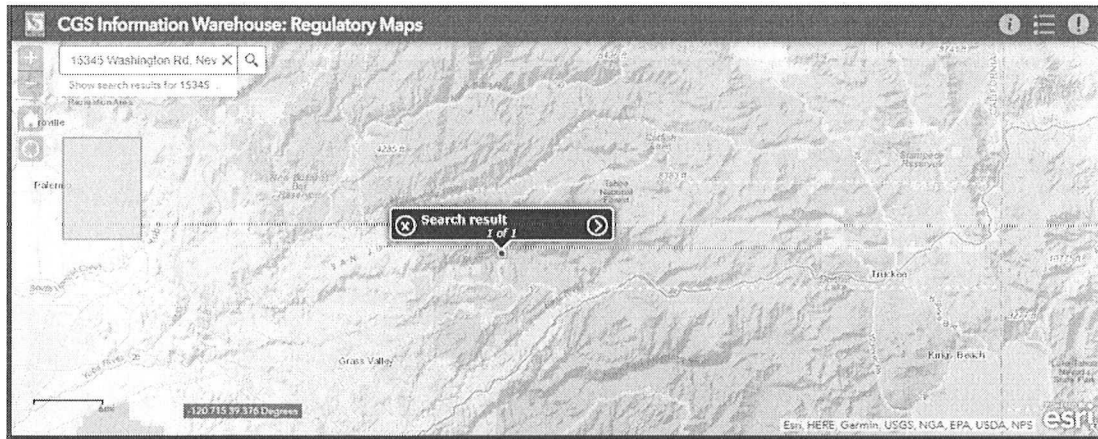
MAP LEGEND

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |

Powered by CoreLogic®



Alquist-Priolo Special Studies (Fault Hazard) Map



Photographs of The Subject Property





Subject Approximate Boundary Line

Zoning

R2: Medium Density

R2 (Medium Density). The R2 District implements the General Plan's Urban Medium Density Designation and provides for moderate density multiple-family housing, as well as other dwelling unit types. Densities of up to six dwelling units per acre are permitted. This District is appropriate for the development of affordable housing through clustering of residences or other design techniques.

Multi-Family Districts Allowable Uses and Permit Requirements

Key to Land Use Permit Requirements:

A — Allowed subject to zoning compliance and building permit issuance

DP — Development Permit required per Section 5.5

UP — Use Permit required per Section 5.6

NP — Not Permitted

NA — Not Applicable

Varies — Refer to listed L-II Section for allowable uses and permit requirements

ALLOWABLE LAND USES (See Section L-II 1.4.D for Similar Uses)	R2	R3	L-II Sections
Residential Uses			
Community Care Facilities for six or fewer people including, but not limited to, residential care and social rehabilitation facilities, and alcoholism and drug abuse recovery or treatment facilities.	A	A	
Community care facilities for more than six people including, but not limited to, residential care and social rehabilitation facilities, and alcoholism and drug abuse recovery or treatment facilities, allowing a maximum ten clients in the R1 district, and 12 clients in the R2 and R3 districts; and in the R1, R2 and R3 districts where the facility is federally funded, registered sex offenders are excluded as clients.	UP	UP	
Community Care facilities for 7-12 people, including, but not limited to, residential	UP	UP	

ALLOWABLE LAND USES (See Section L-II 1.4.D for Similar Uses)	R2	R3	L-II Sections
care and social rehabilitation facilities, and alcoholism and drug abuse recovery or treatment facilities where the facility is federally funded and where registered sex offenders are excluded as clients.			
Day Care Home, small family (eight or fewer children)	A	A	
Day Care Home, large family (nine to 14 children)	DP	DP	3.9
Day Care Center (more than 14 children)	UP	UP	
Dwelling, Single-Family (including Transitional and Supportive Housing)	A	NP ⁽¹⁾	
Dwellings, Multiple-Family (including Transitional and Supportive Housing)	DP	DP	3.17
Dwelling, Accessory Unit	A	NP ⁽¹⁾	<u>3.19.1</u>
Dwelling, Second Units—Consistent With Allowed Density	DP	NP	<u>3.19.2</u>
Dwelling, Single Room Occupancy (SRO)	UP	UP	
Emergency shelter housing for six or fewer people	A	A	
Emergency shelter housing for more than six people	UP	UP	
Mobilehome Parks (must include MH District)	UP	UP	<u>2.7.4</u>
Residential accessory uses and structures including, but not limited to, private greenhouses, private garages or carports, private kennels, swimming pools, fences, walls, and owner/address signs	A	A	
Rooming and boarding houses	UP	UP	
Senior citizen and disabled housing facilities	UP	UP	<u>3.20</u>
Temporary Model Homes	A	A	3.12
Temporary use of a mobilehome or an RV during dwelling construction where there is a valid building permit for a dwelling	A	A	3.15
Commercial Uses			
Bed & Breakfast Inns	UP	UP	3.5
Community meeting and social event facilities	UP	UP	3.7
Home Businesses	A	A	3.11



ALLOWABLE LAND USES (See Section L-II 1.4.D for Similar Uses)	R2	R3	L-II Sections
Hospitals and convalescent homes	UP	UP	
Medical clinics and medical support services, non-profit	UP	UP	
Medical Marijuana Dispensary	NP	NP	
Commercial Cannabis Cultivation	NP	NP	<u>3.30</u>
Industrial Uses			
None Listed			
Agricultural, Resource, and Open Space Uses			
Animal keeping and raising	Varies	Varies	3.4
Certified Farmers' Markets	NP	NP	3.3
Field Retail Stand and Farm Stands	NP	NP	3.3
Crop and tree farming	A	A	3.3
Mining, Mineral Exploration	Varies	Varies	3.22.D.2
Mining, subsurface	UP	UP	<u>3.21</u>
Mining, surface vent and escape shafts for subsurface mining	UP	UP	<u>3.22</u>
Institutional and Public Uses			
Antennae, minor and certain non-commercial	A	A	3.8
Churches	UP	UP	3.7
Emergency services (including fire and ambulance stations)	UP	UP	
Public utility uses and structures	Varies	Varies	3.14
Schools	UP	UP	
Temporary Staging Areas for public road projects	UP	UP	
Recreational Uses			
Parks and Playgrounds	UP	UP	

ALLOWABLE LAND USES (See Section L-II 1.4.D for Similar Uses)	R2	R3	L-II Sections
Trails, Pedestrian and Equestrian	A	A	<u>4.1.8</u>

Footnote:

⁽¹⁾ Not permitted, unless it can be proven that single-family development will otherwise produce and guarantee low- and moderate-income housing.

(Ord. 2467, 5/14/19)

**Table L-II 2.2.2.C
Multi-Family Districts Site Development Standards**

Key to Site Development Standards:

ROW — Right-of-way, Ultimate (see definition in Article 6)

C/L — Centerline

L-II SECTION — Refer to listed L-II Section for site development standards

SITE DEVELOPMENT STANDARDS	R2	R3	L-II Section
Setback Standards ⁽⁵⁾			
Front yard (ROW at least 50' in width)	20' from ROW	20' from ROW	<u>4.2.5</u>
Front yard (ROW less than 50' in width)	45' from ROW C/L	45' from ROW C/L	<u>4.2.5</u>
Exterior yard (ROW at least 50' in width)	15' from ROW	10' from ROW	<u>4.2.5</u>
Exterior yard (ROW less than 50' in width)	40' from ROW C/L	35' from ROW C/L	<u>4.2.5</u>
Interior yard (Parcel at least 3 acres)	30'	30'	<u>4.2.5</u>
Interior yard (Parcel less than 3 acres) ⁽¹⁾	30'	30'	4.2.5.G
Rear yard (Parcel at least 3 acres)	30'	30'	<u>4.2.5</u>
Rear yard (Parcel less than 3 acres) ⁽¹⁾	30'	30'	4.2.5.G
Other Standards (See Sections 4.2 Design Standards & 4.3 Resource Standards)			
Building Height Limit	35' or 3 stories, whichever is less		<u>4.2.4</u>

SITE DEVELOPMENT STANDARDS	R2	R3	L-II Section
Fencing & Hedges	Table 4.2.6.D	Table 4.2.6.D	<u>4.2.6</u>
Maximum Impervious Surface ⁽²⁾ ⁽⁶⁾	50%	60%	<u>4.2.10</u>
On-Site Parking	See Table 4.2.9.F.12.b		<u>4.2.9</u>
Signs	Sign Standards see Section 4.2.12.K		<u>4.2.12</u>
Maximum Density (dwelling units per acre)	6	15 / 20 ⁽⁷⁾	4.1.3.E.4.c
Minimum Road Frontage ⁽³⁾ ⁽⁴⁾	60'	60'	
Minimum Parcel Size:			
Parcel w/ public water & sewer ⁽³⁾	10,000 s.f.	10,000 s.f.	4.1.3.E.4.c
Parcel w/ public water or sewer ⁽³⁾	1.5 acres	1.5 acres	4.1.3.E.4.c
Parcel w/ private water & sewer ⁽³⁾	3 acres	3 acres	4.1.3.E.4.c

Footnotes:

⁽¹⁾ Setbacks may be reduced on parcels less than three acres subject to Section L-II 4.2.5.G.

⁽²⁾ Check General Plan Policy 1.23 for more restrictive standards.

⁽³⁾ The minimum parcel size and road frontage required for subdivisions and boundary line adjustments is that shown on the zoning district map. Where clustering or a Planned Development is utilized, minimum parcel size and road frontage can vary if adequate provisions are made for the appropriation of water and disposal of sewage consistent with this Code and the protection of public health, safety and welfare. (See Section L-II 4.1.5)

⁽⁴⁾ For subdivisions and boundary line adjustments, flagpole parcels shall have a minimum frontage width of 50'. The "flag" portion of the parcel shall meet the minimum road frontage standards of a conventional parcel.

⁽⁵⁾ For arterial and collector roads, the front yard setback shall be 20' and the exterior side yard setback shall be 15' from the existing or ultimate right-of-way, whichever is greater. (See Section L-II 4.2.5.F)

⁽⁶⁾ Maximum impervious surfacing may be increased to 60 percent for support uses requiring a use permit. In such instances, retention/ detention facilities shall be incorporated into the design of those projects that could result in flood damage to downstream uses.

⁽⁷⁾ Twenty dwelling units per acre for areas within incorporated area Sphere of Influence. Elsewhere, 15 dwelling units per acre.

* Subdivision development feature: for any subdivision where agricultural water is already provided to the parcel, an agricultural water easement shall be required for all parcels created by the subdivision.

(Ord. 2441, Adopt. 9/12/17, Eff. 10/12/17; Ord. 2427, 1/24/17; Ord. 2366, 8/13/13; Ord. 2339, 07/12/11)

Highest and Best Use

The current City of Nevada City zoning designation for the subject property is “R2” (Medium Density Residential), a commercial zoning designation.

The subject neighborhood has been developed with a mixture of commercial, residential, industrial, and special purpose or public land uses. A majority of the developments within the subject’s immediate neighborhood represent longstanding commercial and industrial buildings that were developed at different phases since the late 19th Century. There are several units within the immediate neighborhood similar to our subject.

Highest and Best Use is defined as “The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, and financially feasible and that results in the highest value” (Appraisal Institute, The Appraisal of Real Estate – Twelfth Edition Chicago, Illinois p. 305).

Typically, there are two types of highest and best use: highest and best use of the land as if vacant and available for development to highest and best use, and highest and best use of a property as presently improved. In case of land containing improvements, the existing use will continue until land value in its highest and best use exceeds the sum of the value of the entire property in this existing use and the cost to remove the improvements.

Four Tests of Highest and Best Use

The four tests of highest and best use are: (1) legally permissible (2) physically possible (3) financially feasible and (4) most profitable. The first two tests are interchangeable in order and, in many circumstances, the last two are combined. Steps Three and Four (financially feasible/most profitable) cannot be determined until the first two steps are analyzed.

- (1) legally permissible – The site is zoned for single family residential development.
- (2) physically possible – While the appraiser is not a surveyor and no survey report or title report was made available to the appraiser, the subject does not appear to have enough land for vertical construction due to road setbacks and easements.
- (3) financially feasible and (4) most profitable – The site, being a triangle with roads and road setback on two sides does not appear to have enough land for vertical development, nor any on-site utilities. The highest and best use of the site may be as use for the contiguous parcel 46, or to be retained by Nevada County for road easement and maintenance purposes.

Sales Comparison Approach to Value

The Sales Comparison Approach to Value is based on an analysis of recent sales and/or listings of similar properties. When there is an abundance of relevant market data on properties similar to the subject in the immediate marketplace, in my investigation will be limited to the subject's local marketing area. However, when there is a lack of recent sales activity on similar property types, I must expand my normal parameters of research into neighboring or competing marketplaces.

Once the market area has been defined, an investigation is conducted to obtain all relevant market data pertaining to the recent sales and/or listings of comparable properties. The market data is then analyzed, and direct comparison is made of the sale property to the subject property.

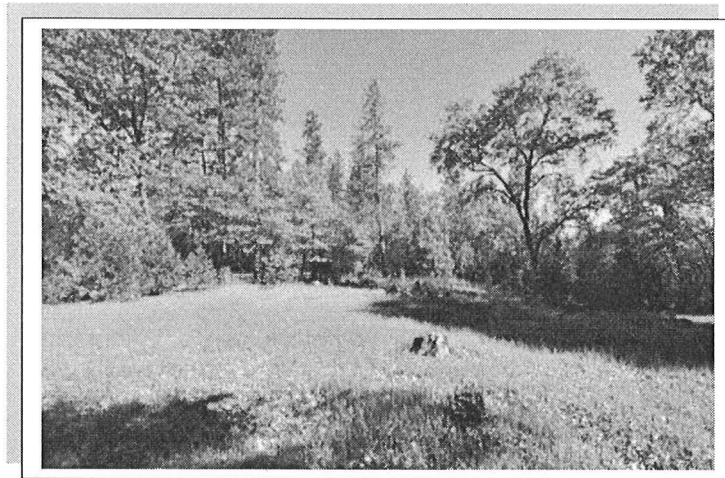
Based on this comparison, adjustments to the selling prices of the comparable sales are made to allow for differences, such as time-value increases or decreases since the date of sale, age and/or condition of the improvements, construction quality, and location, resulting in an indication of value for the subject property, or the price for which the sale property would have sold had it been essentially the same as the subject property. The value indications are then analyzed, based on appropriate units of comparison, and the unit of comparison considered being the most applicable is then applied to the subject for an indication of value by the Sales Comparison Approach to Value. The method of comparison utilized in this analysis involves a price-per-square-foot of land area. The chart on the following page provides a summary of the sale and/or listing comparables which were given consideration in my estimation of value for the subject property.

Market Data Summary – Comparable Land Sales



COMPARABLE #1

87 Loma Vista Drive, Oroville				
Site Description:	Vacant Land			
Site Size:	0.45 Acres 19,602 SF			
APN	049-100-024-000			
Topography:	Flat	Zoning:	AR	
Date of Sale:	04/22/2024	Sales Price/Per SF:	\$47,500	\$2.42 SF
Terms of Sale:	Cash	DOM:	1	
3 Year Ownership History:	Prior sale was in 1974 for an unknown amount.			
Information Sources:	MLS/RealList			
Misc Comments:	This is residential vacant land located close to downtown and the lake. This comparable is located within the Oroville market area.			



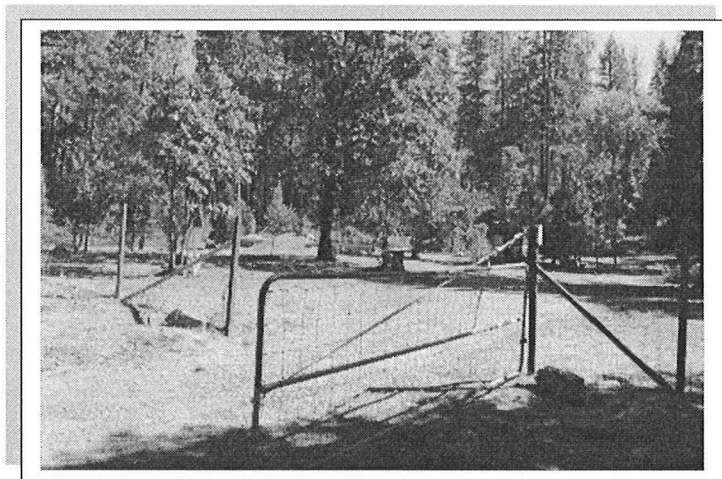
COMPARABLE #2

13970 Ingersoll, Dobbins				
Site Description:	Vacant Land			
Site Size:	0.30 Acres 13,068 SF			
APN	048-184-001-000			
Topography:	Flat	Zoning:	RR	
Date of Sale:	08/16/2023	Sales Price/Per SF:	\$25,000	\$1.91 SF
Terms of Sale:	Cash	DOM:	97	
3 Year Ownership History:	Prior sale was on 05/06/2005 for \$32,000 as a Grant Deed.			
Information Sources:	MLS/Reallist			
Misc Comments:	This is a residential vacant lot located in the rural Dobbins market area.			



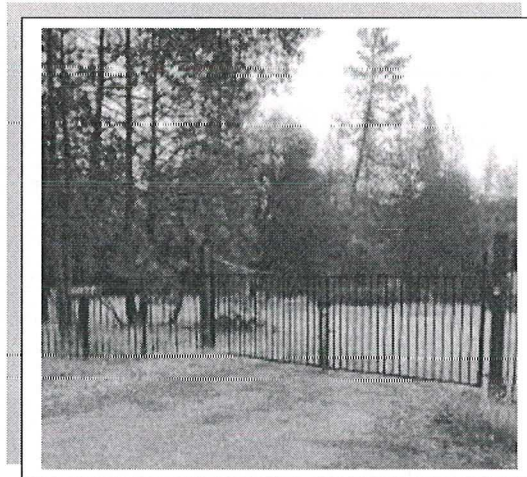
COMPARABLE #3

20049 Rector Road, Nevada City				
Site Description:	Vacant Land			
Site Size:	0.41 Acres 17,860 SF			
APN	034-210-003-000			
Topography:	Hill	Zoning:	AR	
Date of Sale:	10/07/2022	Sales Price/Per SF:	\$10,000	\$0.56 SF
Terms of Sale:	Cash	DOM:	7	
3 Year Ownership History:	Prior sale was 1968 for an unknown amount.			
Information Sources:	MLS/RealList			
Misc Comments:	This is a parcel with an incline from the road with public water access. This is also triangle shaped with the long side contiguous with Rector Road.			



COMPARABLE #4

18131 Joy Circle, Challenge				
Site Description:	Vacant Land			
Site Size:	0.3195 Acres 13,919 SF			
APN	050-140-026			
Topography:	Flat	Zoning:	AA/RR	
Date of Sale:	08/12/2022	Sales Price/Per SF:	\$50,000	\$3.59 SF
Terms of Sale:	Cash	DOM:	15	
3 Year Ownership History:	Prior sale was on 06/29/2021 for \$25,000 as a Grant Deed.			
Information Sources:	MLS/RealList			
Misc Comments:	This is a residential vacant land parcel. This comparable is located within the Challenge market area.			



COMPARABLE #5

12017 Tyler Foote Road, Nevada City				
Site Description:	Vacant Land			
Site Size:	0.49 ac 21,344 SF			
APN	060-270-013-000			
Topography:	Flat	Zoning:	AG-10	
Date of Sale:	01/28/2022	Sales Price/Per SF:	\$30,000	\$1.41
Terms of Sale:	Cash	DOM:	21	
3 Year Ownership History:	Prior sale was on 12/18/2000 for \$30,000 as a Grant Deed.			
Information Sources:	CoStar/RealList			
Misc Comments:	This is a residential vacant land parcel that will need all utilities.			

Sales Comparison Approach to Value Summary

Comparable Sale Adjustments

Property Rights

Accounts for leased fee, fee simple, leasehold, partial interest, etc. A transaction price is predicated on the real property interests conveyed. Many types of real estate, particularly income producing properties, are sold subject to existing leases. The revenue generating potential of a property is fixed or limited by the terms of an existing lease. In the valuation process, adjustments must be made to reflect the difference between contract rent and market rent and how this difference affects the property price. The rights appraised herein pertain to the Fee Estate. The closed sales were Fee Simple estate; no adjustments are warranted.

Financing

Accounts for seller financing, or assumption of existing financing, at non-market terms. Adjustments for financing terms are warranted when a property is purchased using nonmarket financing arrangements. Non-market financing can include seller carried notes or assumable loans with interest rates below terms currently achievable. Consideration was given to the influence of financing terms and arrangements.

The financing terms appeared to be market oriented and equivalent to cash, hence no adjustments are applied.

Conditions of Sale

Accounts for extraordinary motivation of buyer or seller. An adjustment is warranted for condition of sale when a transaction involves atypical motivations that affect the price of the property.

We did not obtain any information which suggests distressed seller conditions or other unusual circumstances that would affect the property sales. No adjustments were warranted for sale conditions.

Economic Trends

Accounts for changes in the economic environment over time that affect the appreciation and depreciation of real estate.

Comparable 1 sold in 2024. Comparable 2 sold in 2023 and comparable 3, 4 and 5 sold in 2022. An extensive, ever expanding search was undertaken for land parcels with limited use and recent sales. Due to the lack of comparable activity adjustments are not supported.

Location

Accounts for market or submarket area influences on sale price; surrounding land use influences. The economic location adjustment is a percentage adjustment that is estimated by reviewing income demographics by area.

The subject is located within the rural market area of Washington.

Comparable 1 is located in A more densely populated area of Oroville.
Comparables 2, 3 and 5 are located in more rural areas of Nevada County.
Comparable 4 is located in a rural area of Yuba Cunty.

Weighted adjustments were applied.

Site Size

The subject site size is 2,613 SF with no apparent usable land.
Comparable 1 site size is 19,602 SF.
Comparable 2 site size is 13,068 SF.
Comparable 3 site size is 17,860 SF.
Comparable 4 site size is 13,919 SF.
Comparable 5 site size is 21,344 SF.

Dut to the overall lack of smaller parcel sales activity from within the rural market areas, it was not possible to bracket the subject's lot size.

Economies of scale would suggest the subject's smaller size would indicate a higher value, although the lack of typical use (vertical development) will render the subject's value at the lower end of the range.

Comparable Analysis

Comp	Address	Sales Date	Sales Price	Price Per SF	Land
C-1	87 Loma Vista Drive, Oroville	04/22/2024	\$47,500	\$2.42	0.45 ac 19,602SF
C-2	13970 Ingersoll, Dobbins	08/16/2023	\$25,000	\$1.91	0.30 ac 3,068SF
C-3	20049 Rector Road, Nevada City	10/07/2022	\$10,000	\$0.56	0.41 ac 7,860SF
C-4	18131 Joy Circle, Challenge	08/12/2022	\$50,000	\$3.59	0.3195 ac 13,919 SF
C-5	12017 Tyler Foote Road, Nevada City	01/28/2022	\$30,000	\$1.41	0.49 ac 21,344 SF
Subject	15345 Washington Road, Nevada City	~	~	~	0.06ac 2,613 SF

Comparable Analysis

Land Value Ranges & Reconciled Value				
Number of Comparables:	5	Unadjusted	Adjusted	%Δ
	Low:	\$0.56	\$0.56	0%
	High:	\$3.59	\$3.59	0%
	Average:	\$1.98	\$1.98	0%
	Median	\$1.91	\$1.91	0%
	Reconciled Value/Unit Value:		\$0.56	
	Subject Size:		2,613	
	Indicated Value:		\$1,463	
	Reconciled Final Value:		\$1,460	

All adjustments were made in price per square foot. Adjustments were made using market reaction. As noted previously, that due to the subject's lack of typical usability. We have weighted the subject to the lower end of the range and true market value may be found with a meeting of the minds, buyer/seller.

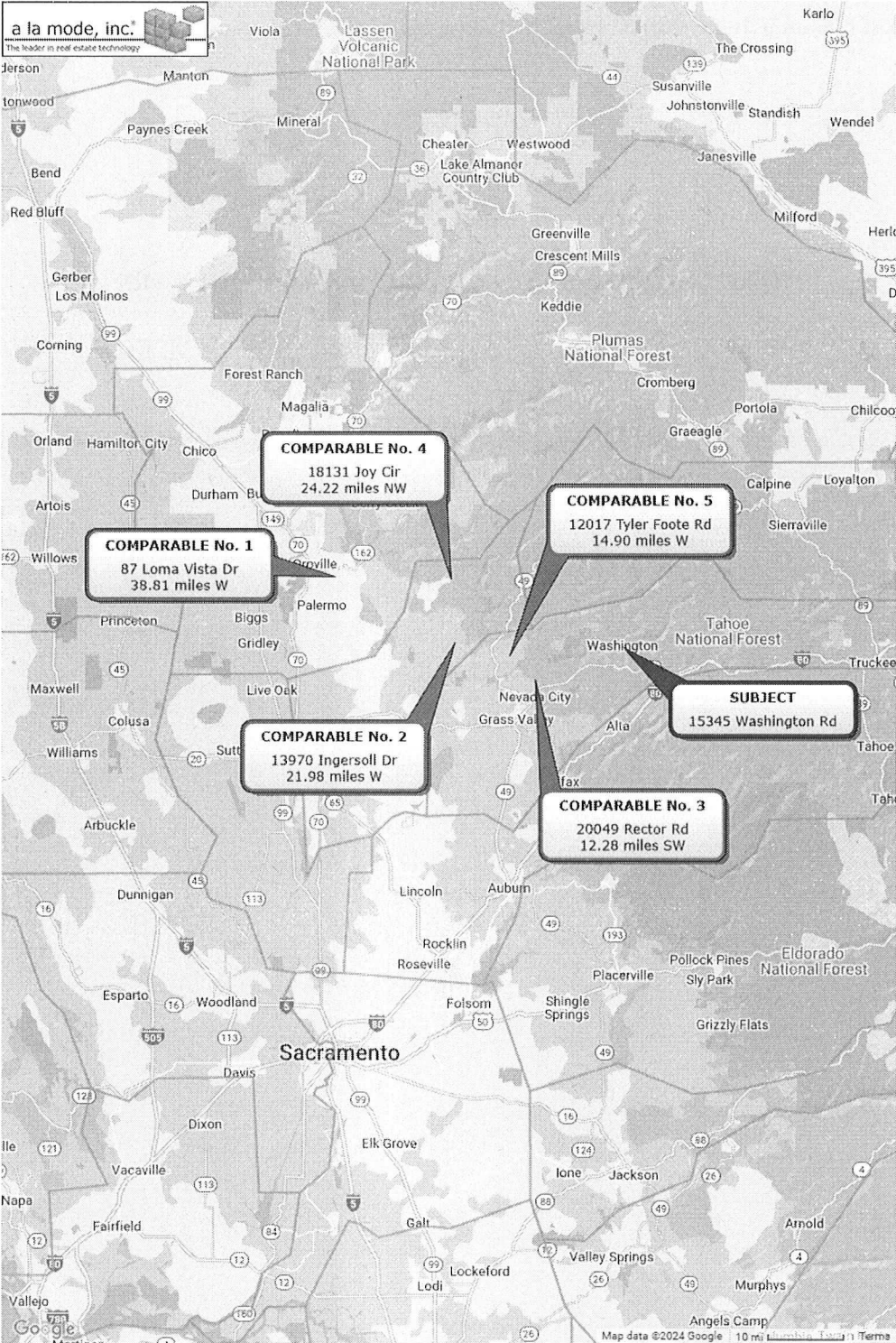
Accordingly, a final value indicator via the Sale Comparison Approach to Value is;

“As-Is”:

Price per Square Foot \$0.56 X 2,613 SF = **\$1,463**

Rounded To: \$1,460

Comparable Sales Location Map



Conclusion

Therefore, based on the foregoing analysis, the estimated market value for the Fee Simple interest (“as-is”) in the subject property, as of May 13th, 2024, is as depicted below:

“As-Is” Value:

**ONE THOUSAND FOUR HNDRED SIXTY DOLLARS
(\$1,460)**

Market Data

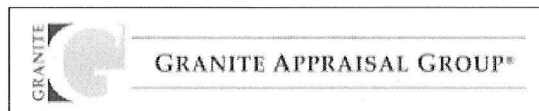
MLS Land Trends for 13109 Washington/High Country						
Date Range	Ave Sales Price	Med Sales Price	Ave Lot Size Acres	Sold Price Per SF	DOM	# of Sales
2024 to date	\$145,000	\$125,000	61.37	\$0.05	160	9
2023	\$163,463	\$125,000	78.12	\$0.05	188	27
2022	\$146,794	\$126,000	18.84	\$0.18	156	18
2021	\$231,914	\$172,500	364.46	\$0.02	150	35
2020	\$214,788	\$187,000	42.01	\$0.12	143	24

While these is minimal data to trend, in 2021, 2023 and so far, 2024, trends less than \$0.1 per square foot and most of these parcels are much larger than the subject or the parcels surrounding the subject. Due to this the subject will trend above these square foot prices.

Appraiser's Resume

Gary G. Young SCREA

Candidate For Designation-Appraisal Institute



Certified General Real Estate Appraiser

- State of California Certified General Estate Appraiser License #AG033542
- State of Nevada Certified General Real Estate Appraiser License #A.0207799-CG
- State of Arizona Certified General Real Estate Appraiser License CGA-1033616
- State of Florida-Pending

Appraisal Institute Candidate for Designation

Granite Appraisal Group

California - Nevada - Arizona

- Chief Appraiser

Broker: Granite Real Estate/Granite R.E. Commercial

- State of California Licensed Real Estate Broker #01493247

Managing Broker: Grace Capital

- Private Money Lender

Right of Way Appraiser

- Right of Way/Easement Services, State/Federal Projects & California High Speed Rail Project.

Instructor & Appraisal/Real Estate Course Development/Writer

- On-line and Classroom

Appraisal Valuation Expert Testimony & Court Preparation

- Recognized in the California Superior Court System

United States Department of Justice

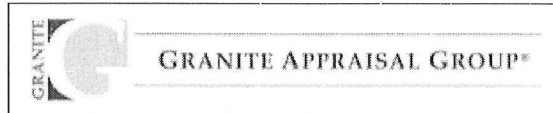
- Yellow Book Valuations and Review

Short List of Clients

- | | |
|------------------------------------|-----------------------------|
| ✓ Nevada County | ✓ City of Redlands |
| ✓ Clark County School District | ✓ Nevada State Lands |
| ✓ San Bernardino Housing Authority | ✓ Yuba County |
| ✓ USDA | ✓ City of Turlock |
| ✓ City of Auburn | ✓ Carmichael Water District |
| ✓ Cal Fire | ✓ Head Start |
| ✓ City of Lincoln | ✓ Sacramento County |

Gary G. Young SCREA

Certified General Real Estate Appraiser
California License AG01493247
Arizona License CGA-1033616
Nevada License A.0207799-CG



California Licensed Real Estate Broker

Real Estate Related Schools:

Appraisal Institute
California School of Real Estate
Appraisal Training School
Allied School of Real Estate
McKissock School of Real Estate Appraisal
Kaplan Professional School
Sierra College
Professional Telesales School
John Neider School for Presentations and Speeches.

Real Estate Related Experience:

35+ years of Commercial Property Management
Commercial Real Estate Sales and Brokerage Operations
Commercial Valuation
Distressed Commercial Property Valuation
Right of Way/Easement Valuations
35+ years of Residential and Commercial Property Valuation
Residential Development/Subdivision Map Development Valuations
Residential Real Estate Sales and Brokerage Operations
Distressed 1 to 4 Unit Property Valuation and Sales
Forensic Appraisal
Expert Testimony, Court and Deposition Preparation.
Appraisal Course Development and Instruction
California High Speed Train Project
Department of Justice-Yellowbook Appraisal


Member:

National Association of Realtors Commercial Alliance, Placer County Association of Realtors, CRMLS, California Association of Realtors, National Association of Realtors. Appraisal Institute.

SCREA:

The Financial Institutions Reform, Recovery and Enforcement Act(FRREA) of 1989 requires all states to institute a licensing and certification program for appraisers conducting appraisals for federally related real estate transactions. In compliance with FIRREA, the Office of Real Estate Appraisers (OREA) was established by the State of California. The title "State Certified Real Estate Appraiser" was awarded by the OREA to individuals who have successfully met the minimum requirements for certification. This renewable license authorizes the appraiser to complete appraisals of all real estate transactions without regard to transaction value or complexity.

Appraiser's License



Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Gary G. Young

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

“Certified General Real Estate Appraiser”

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

BREA APPRAISER IDENTIFICATION NUMBER: AG 033542

Effective Date: March 26, 2024
Date Expires: March 25, 2026

Angela Jemmot
Angela Jemmot, Bureau Chief, BREA

3075155

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"



Glossary

This glossary contains the definitions of common words and phrases, used throughout the appraisal industry, as applied within this document. Please refer to the publications listed in the **Works Cited** section below for more information.

Works Cited:

- Appraisal Institute. *The Appraisal of Real Estate*. 13th ed. Chicago: Appraisal Institute, 2008. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 5th ed. 2010. Print.
- Appraisal Institute. *The Dictionary of Real Estate Appraisal*. 7th ed. 2022. Print.

Band of Investment

A technique in which the capitalization rates attributable to components of a capital investment are weighted and combined to derive a weighted-average rate attributable to the total investment. (Dictionary, 5th Edition)

Common Area

1. The total area within a property that is not designed for sale or rental but is available for common use by all owners, tenants, or their invitees, e.g., parking and its appurtenances, malls, sidewalks, landscaped areas, recreation areas, public toilets, truck and service facilities.
2. In a shopping center, the walkways and areas onto which the stores face and which conduct the flow of customer traffic. (ICSC) (Dictionary, 5th Edition)

Common Area Maintenance (CAM)

1. The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property.
 - CAM can be a line-item expense for a group of items that can include maintenance of the

parking lot and landscaped areas and sometimes the exterior walls of the buildings.

- CAM can refer to all operating expenses.
- CAM can refer to the reimbursement by the tenant to the landlord for all expenses reimbursable under the lease. Sometimes reimbursements have what is called an administrative

load. An example would be a 15% addition to total operating expenses, which are then prorated among tenants. The administrative load, also called an administrative and marketing fee, can be a substitute for or an addition to a management fee.

2. The amount of money charged to tenants for their shares of maintaining a center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. The area maintained in common by all tenants, such as parking lots and common passages. The area is often defined in the lease and may or may not include all physical area to be paid for by all

tenants. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenances, snow removal, security, and upkeep. (ICSC) (Dictionary, 5th Edition)

3.

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service ($DCR = NOI/Im$), which measures the relative ability of a property to meet its debt service out of net operating income; also called debt service coverage ratio (DSCR). A larger DCR indicates a greater ability for a property to withstand a downturn in revenue, providing an improved safety margin for a lender. (Dictionary, 5th Edition)

Discount Rate

A yield rate used to convert future payments or receipts into present value; usually considered to be a synonym for yield rate. (Dictionary, 5th Edition)

Effective Age

The age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age. (Dictionary, 5th Edition)

Effective Date

1. The date on which the analyses, opinion, and advice in an appraisal, review, or consulting service apply.
2. In a lease document, the date upon which the lease goes into effect. (Dictionary, 5th Edition)

Exposure Time

1. The time a property remains on the market.

2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. (Dictionary, 5th Edition)

External Obsolescence

An element of depreciation; a diminution in value caused by negative externalities and generally incurable on the part of the owner, landlord, tenant. (Dictionary, 5th Edition)

Extraordinary Assumption

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP, 2010-2011 ed.) (Dictionary, 5th Edition)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary, 5th Edition)

Functional Obsolescence



The impairment of functional capacity of a property according to market tastes and standards. (Dictionary, 5th Edition)

Fee Simple Estate or the Leased Fee

Estate. Based upon the definitions from the Dictionary of Real Estate Appraisal when a subject is encumbered by a lease, the leased fee property rights should be analyzed. This is closely tied to the Highest and Best Use analysis. In the development and analysis for the Income Approach to Value may, and often times aligns with current market conditions, of Fee Simple Estate. Therefore, the leased fee estate value is equal to the fee simple estate, but the property rights are appraised. Often a lender wants to hold a note on a Fee Simple Estate and tasks the appraiser with a Fee Simple estimate of value. This is a Scope of Work and assignment condition.

Functional Utility

The ability of a property or building to be useful and to perform the function for which it is intended according to current market tastes and standards; the efficiency of a building's use in terms of architectural style, design and layout, traffic patterns, and the size and type of rooms. (The Appraisal of Real Estate, 13th Edition)

Gross Building Area (GBA)

Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the region. (Dictionary, 5th Edition)

Gross Leasable Area (GLA)

Total floor area designed for the occupancy and exclusive use of tenants,

including basements and mezzanines; measured from the center of joint partitioning to the outside wall surfaces. (Dictionary, 5th Edition)

Highest & Best Use

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Dictionary, 5th Edition)

Highest and Best Use of Land or a Site as Though Vacant

Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements. (Dictionary, 5th Edition)

Highest and Best Use of Property as Improved

The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one. (Dictionary, 5th Edition)

Hypothetical Condition

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (Dictionary, 5th Edition)

Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay all the properties operating and fixed expenses. Also called *Full Service Lease*. (Dictionary, 7th Edition)

Leased Fee Interest

A freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease). (Dictionary, 5th Edition)

Market Area

The area associated with a subject property that contains its direct competition. (Dictionary, 5th Edition)

Market Rent

The most probably rent that a property should bring is a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expense obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs). (Dictionary, 5th Edition)

Market Value

The major focus of most real property appraisal assignments. Both economic

and legal definitions of market value have been developed and refined.

1. The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress.
2. Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as follows: A type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal. (USPAP, 2010-2011 ed.) USPAP also requires that certain items be included in every appraisal report. Among these items, the following are directly related to the definition of market value:
 - Identification of the specific property rights to be appraised.
 - Statement of the effective date of the value opinion.
 - Specification as to whether cash, terms equivalent to cash, or other precisely described financing terms are assumed as the basis of the appraisal.
 - If the appraisal is conditioned upon financing or other terms, specification as to whether the financing or terms are at, below,

or above market interest rates and/or contain unusual conditions or incentives. The terms of above—or below—market interest rates and/or other special incentives must be clearly set forth; their contribution to, or negative influence on, value must be described and estimated; and the market data supporting the opinion of value must be described and explained.

3. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and the seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (12 C.F.R. Part 34.42(g); 55 Federal

Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

The International Valuation Standards Council defines market value for the determination of reasonable exposure and marketing time). (Dictionary, 5th Edition)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all of the properties operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a double net lease, net net lease, partial net lease, or semi gross lease. (Dictionary, 7th Edition)

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. (Dictionary, 5th Edition)

Obsolescence

One cause of depreciation; an impairment of desirability and usefulness caused by new inventions, changes in design, improved processes for production, or external factors that make a property less desirable and valuable for a continued use; may be either functional or external. (Dictionary, 5th Edition)

Parking Ratio

A ratio of parking area or parking spaces to an economic or physical unit of

comparison. Minimum required parking ratios of various land uses are often stated in zoning ordinances. (Dictionary, 5th Edition)

Rentable Area

For office buildings, the tenant's pro rata portion of the entire office floor, excluding elements of the building that penetrate through the floor to the areas below. The rentable area of a floor is computed by measuring to the inside finished surface of the dominant portion of the permanent building walls, excluding any major vertical penetrations of the floor. Alternatively, the amount of space on which the rent is based; calculated according to local practice. (Dictionary, 5th Edition)

Replacement Cost

The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout. (Dictionary, 5th Edition)

Scope of Work

The type and extent of research and analyses in an assignment. (Dictionary, 5th Edition)

Stabilized Occupancy

An expression of the expected occupancy of a property in its particular market considering current and forecasted supply and demand, assuming it is priced at market rent. (Dictionary, 5th Edition)

Tenant Improvements (TIs)

1. Fixed improvements to the land or structures installed and paid for use by a lessee.
2. The original installation of finished tenant space in a construction project; subject to periodic change for succeeding tenants. (Dictionary, 5th Edition)

Triple Net Lease

Net Net Net Lease, A type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that a landlord is responsible for structural maintenance, building reserves and management. (Dictionary, 7th Edition). In some markets the tenant is responsible for all expenses of the property (fixed and variable).

Vacancy and Collection Loss

A deduction from potential gross income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and non-payment of rent; also called vacancy and credit loss or vacancy and contingency loss. Often vacancy and collection loss is expressed as a percentage of potential gross income and should reflect the competitive market. Its treatment can differ according to the interest being appraised, property type, capitalization method, and whether the property is at stabilized occupancy. (Dictionary, 5th Edition)



First American Title

Guarantee

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-6618822

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

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

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

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

2. Notice of Claim to be Given by Assured.

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

3. No Duty to Defend or Prosecute.

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

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

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

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

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

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

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

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

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

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

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

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

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

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

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

11. Arbitration.

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

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

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

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

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**



First American Title

Schedule A

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-6618822

File No.: 6618822

Guarantee No. 6618822

Amount of Liability: \$4,500.00

Date of Guarantee: June 09, 2021 at 7:30 A.M.

Fee: \$4,200.00

1. Name of Assured:

Nevada County

2. The estate or interest in the Land which is covered by this Guarantee is:

Fee

3. The Land referred to in this Guarantee is described as follows:

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

LOT 18 AS DESIGNATED UPON THE "RECORD OF SURVEY OF THE TOWNSITE OF WASHINGTON, BEING PORTIONS OF SEC. 1 & 12 R. 10 E., AND SEC. 6 R. 11 E., T. 17 N., M.D.B. & M., NEVADA COUNTY, CALIFORNIA", DATED NOVEMBER, 1960, RECORDED FEBRUARY 16, 1962, IN BOOK "2" OF SURVEYS, AT PAGE 11, OF NEVADA COUNTY RECORDS.

APN: 064-060-018-000

4. ASSURANCES:

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

a. Title to the estate or interest in the Land is vested in:

THE COUNTY OF NEVADA

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.



First American Title

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-6618822

Schedule B

File No.: 6618822



First American Title

First American Title Company
2230 East Bidwell Street, Suite 100
Folsom, CA 95630

Illegal Restrictive Covenants

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

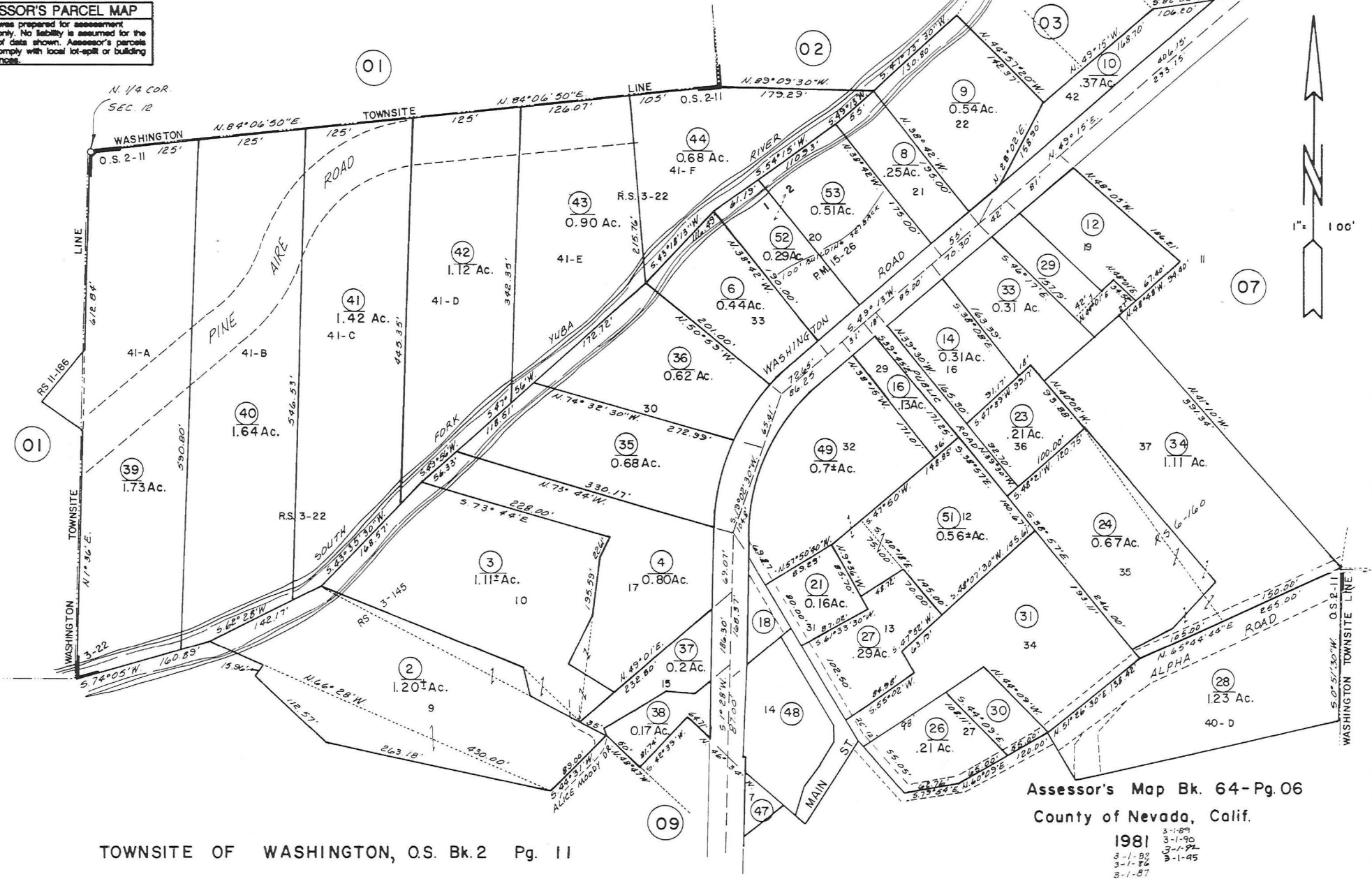
1. General and special taxes and assessments for the fiscal year 2021-2022, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
4. The effect of a map purporting to show the land and other property, filed February 16, 1962 in Book 2, Page 11 of Record of Surveys.
5. Rights, rights of way, reservations and exceptions in the patent recorded December 4, 1962 as Book 327, Page 326 of Official Records.
6. Water rights, claims or title to water, whether or not shown by the Public Records.
7. Rights of parties in possession.

PTN. S.E.1/4 SEC.1 & PTN. N.E.1/4 SEC.12, T.17N., R.10E., M.D.B. & M.

Tax Area Code
79-001

64-06
(FMLY. 14-10)

ASSESSOR'S PARCEL MAP
This map was prepared for assessment purposes only. No liability is assumed for the accuracy of data shown. Assessor's parcels may not comply with local lot-split or building lot ordinances.



Assessor's Map Bk. 64-Pg.06
County of Nevada, Calif.
1981 3-1-89
3-1-90
3-1-92
3-1-94 3-1-95
3-1-97