



July 24, 2023

Lee Harris, Trustee
EFTFTB, LLC
2020 Main Street, Suite 780
Irvine, CA 92614

Mayor
Doug Cirbo

Mayor Pro Tem
Mark Tettermer

Council Members
Robert Pequeño
Scott Voigts
Benjamin Yu

**Re: Acquisition of a Partial Property Fee Acquisition in real property
Located in the City of Lake Forest, California, Assessor Parcel **
No. 614-021-34 (Portion)

City Manager
Debra DeBruhl Rose

Dear Mr. Harris:

The City of Lake Forest (hereinafter referred to as the "City"), is proposing to widen Jeronimo Road at the intersection of Jeronimo Road and El Toro Road, hereinafter referred to as the "Jeronimo Road Widening Improvement Project". The acquisition of a portion of your property is being considered for the Jeronimo Road Widening Improvement Project. The City has retained Paragon Partners Consultants, Inc. to negotiate a Partial Property Fee Acquisition on the real property you own located at 25092 Farthing Street in the City of Lake Forest.

Pursuant to Section 7267.2 of the California Government Code, this letter constitutes the City's offer of total just compensation for the above-referenced property, subject to the terms and conditions below.

The City of Lake Forest has determined the amount of just compensation for the property identified in the attached Exhibit "A" and "B" (Partial Property Fee Acquisition) and Site Improvements to be the sum of **THREE HUNDRED TWELVE THOUSAND DOLLARS (\$312,000)** which consists of \$233,036 for a Partial Property Fee Acquisition of 3,427 square feet and \$78,998.00 for Site Improvements. The City's offer represents what the City has determined to be the fair market value of your property.

It is the City's hope that our offer is agreeable to you and that the acquisition can begin immediately. The City's offer will be subject to approval by the City Council and your ability to deliver unencumbered title. This offer is also based on the assumption that the property is free of contamination and requires no remediation. If contamination is found, this offer will be subject to amendment.

Should you elect to have an independent appraisal completed in addition to the appraisal conducted by the City, you may be eligible to be reimbursed up to \$5,000.00 of the appraisal cost. In order to receive any reimbursement, the appraiser you choose must be licensed with the Office of Real Estate Appraisers (OREA) and you must submit your reimbursement request in writing to the City. Copies of the appraisal report,



Lee Harris, Trustee - EFTFTB, LLC
July 24, 2023
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and invoice for completed work by the appraiser must be provided to Paragon Partners Consultants, Inc. concurrent with submission of the appraisal cost reimbursement request. The cost must be reasonable and justifiable.

It is our sincere desire that the Partial Property Fee Acquisition can be acquired amicably, expeditiously, and by cooperative negotiation. Government Code §7267.1 provides that a public entity shall make every reasonable effort to expeditiously acquire real property by negotiation rather than by litigation in the form of an eminent domain action. Please consider this offer as being made in the spirit of avoiding litigation, and not as an admission of value. To this end, California Government Code §7267.2(a) provides that prior to initiating negotiations for the acquisition of real property that the City shall:

- Make an offer to the owner of record to acquire the property for the full amount that the public entity has established as just compensation, which offer is not less than the public entity's appraisal of the fair market value of the property; and
- Provide the owner with a written statement of, and summary of the basis for, the amount established as just compensation.

If for any reason you are not satisfied with this offer of just compensation and have relevant information regarding the value of the Partial Property Fee Acquisition that you would like the City to consider, please contact Colin Valles at the number set forth in this letter.

In addition, you should be aware that in the event negotiations fail to result in agreement, and the City decides to proceed with acquisition of the Partial Property Fee Acquisition through eminent domain, you will have the right to have the amount of just compensation to be paid by the City for the Partial Property Fee Acquisition determined by a court of law. In addition, the offer made herein, and further correspondence related thereto will not be admissible in evidence in any eminent domain proceeding to determine the compensation to be paid, which may subsequently be instituted for acquisition of the subject property, or in any other action, pursuant to provisions of California Evidence Code §1152 and 1154.

If you wish to accept this offer or if you have any questions or wish to discuss this matter further, please feel free to contact Colin Valles at 714-379-3376 ext. 119 or via email at cvalles@paragon-partners.com.

Sincerely,
CITY OF LAKE FOREST



For
Thomas Wheeler, P.E.
Director of Public Works/City Engineer

Lee Harris, Trustee - EFTFTB, LLC

July 24, 2023

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Enclosures:

1. Preliminary Title Report Issued by Title Company
2. Appraisal Summary Statement
3. Exhibit "A" and "B" (Partial Property Fee Acquisition)
4. Purchase and Sale Agreement
5. W-9 Form

Cc: Jim Harrison, Lyon Living Management

City of Lake Forest

RECEIPT OF OFFER PACKAGE

**Jerónimo Road Widening Improvement Project
APN: 614-021-34 (Portion)**

Owner(s) of Record: EFTFTB, LLC, a California limited liability company

Property Address: 25092 Farthing Street, Lake Forest, CA 92630

This is to acknowledge receipt of the offer package containing the following items:

1. Offer Letter
2. Preliminary Title Report Issued by Title Company
3. Appraisal Summary Statement
4. Exhibit "A" and "B" (Legal & Plat, Partial Property Fee Acquisition)
5. Purchase and Sale Agreement
6. W-9 Form

Lee Harris, EFTFTB, LLC
Owner

Date



Fidelity National Title Company
 4210 Riverwalk Parkway, Suite 100, Riverside, CA 92505
 Phone: (951) 710-5900 • Fax: (951) 710-5955

Issuing Policies of Fidelity National Title Insurance Company

Title Officer: Chris Scurti (MA)
 Escrow Officer: Major Accounts OAC

Order No.: 987-30044132-A-CS7

TO:
 PE| TAIT & Associates, Inc.
 701 N. Parkcenter Drive
 Santa Ana, CA 92705

ATTN: David Sloan
 YOUR REFERENCE:

PROPERTY ADDRESS: 25052 Farthing Street, Lake Forest, CA

AMENDED PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a Florida Corporation.

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

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

Countersigned by:

Authorized Signature



Fidelity National Title Company

4210 Riverwalk Parkway, Suite 100, Riverside, CA 92505
Phone: (951) 710-5900 • Fax: (951) 710-5955

AMENDED PRELIMINARY REPORT

EFFECTIVE DATE: March 24, 2023 at 7:30 a.m., Amended: April 5, 2023, Amendment No. A

ORDER NO.: 987-30044132-A-CS7

The form of policy or policies of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06)

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
TO EFTFTB, LLC, a California limited liability company, subject to Item No. 15

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAKE FOREST IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 6, AND A PORTION OF BLOCK A, ALL IN TRACT NO. 70 IN THE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 16 AND 17, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 120 OF TRACT NO. 5803, AS PER MAP RECORDED IN BOOK 212, PAGES 1 TO 6, INCLUSIVE, OF SAID MISCELLANEOUS MAPS,

THENCE SOUTH 40° 53' 00" EAST 382.91 FEET ALONG THE NORTHEASTERLY LINE OF FRONT STREET, AS SHOWN ON SAID MAP, SAID NORTHEASTERLY LINE BEING ALSO THE SOUTHWESTERLY LINES OF SAID BLOCK A AND SAID LOT 6;

THENCE CONTINUING ALONG THE BOUNDARY OF SAID LOT 6 NORTH 46° 07' 00" EAST 153.51 FEET, NORTH 43° 51' 00" WEST 25.00 FEET AND NORTH 46° 07' 00" EAST 385.00 FEET,

THENCE NORTH 43° 51' 00" WEST 190.00 FEET, NORTH 46° 07' 00" EAST 220.00 FEET AND SOUTH 43° 51' 00" EAST 190.00 FEET TO THE NORTHWESTERLY CORNER OF BLOCK B OF SAID TRACT NO. 70,

THENCE ALONG THE BOUNDARY OF SAID BLOCK B NORTH 46° 07' 00" EAST 50.00 FEET AND SOUTH 43° 51' 00" EAST 140.00 FEET TO A LINE PARALLEL WITH AND NORTHWESTERLY 60.00 FEET FROM THE CENTER LINE OF SAID EL TORO ROAD;

THENCE ALONG SAID PARALLEL LINE NORTH 46° 07' 00" EAST 97.73 FEET TO THE BOUNDARY OF SAID TRACT NO. 5803 BEING THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 27.00 FEET,

THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 5803 THE FOLLOWING TWO COURSES:

NORTHEASTERLY AND NORTHWESTERLY 42.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 00" AND NORTH 43° 51' 00" WEST 391 .04 FEET TO A POINT ON THE BOUNDARY OF TRACT NO. 6584, AS PER MAP RECORDED IN BOOK 246, PAGES 28 AND 29, OF SAID MISCELLANEOUS MAPS, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A BEARING OF 15.00 FEET,

THENCE ALONG THE BOUNDARY OF SAID TRACT NO. 6584 THE FOLLOWING ELEVEN COURSES:

NORTHWESTERLY 39.27 FEET ALONG SAID LAST MENTIONED CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00", SOUTH 46° 09' 00" WEST 86.46 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 280.00 FEET, SOUTHWESTERLY ALONG SAID CURVE 84.02 FEET THROUGH A CENTRAL ANGLE OF 17° 11' 33" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 220.00 FEET, A RADIAL TO SAID BEGINNING BEARS NORTH 26° 39' 27" WEST; SOUTHWESTERLY 137.03 FEET ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 35° 41' 19" TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 280.00 FEET; A RADIAL TO SAID BEGINNING BEARS NORTH 62° 20' 46" WEST; SOUTHWESTERLY 69.61 FEET ALONG SAID REVERSE CURVE THROUGH A CENTRAL ANGLE OF 14° 14' 41", SOUTH 41° 53' 55" WEST 125.39 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 980.00 FEET, SOUTHWESTERLY 123.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7° 13' 05"; SOUTH 49° 07' 00" WEST 37.18 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF A 40.00 FEET, SOUTHWESTERLY 6.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9° 42' 09"; SOUTH 39° 24' 51" WEST 50.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 70.00 FEET AND NORTHWESTERLY 115.07 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 94° 11' 07" TO THE SOUTHEASTERLY LINE OF SAID LOT 120 OF TRACT NO. 5803;

THENCE ALONG SAID SOUTHEASTERLY LINE SOUTH 49° 07' 00" WEST 96.32 FEET TO THE POINT OF BEGINNING.

APN: 614-021-34

EXCEPTIONS

AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	614-021-34
Fiscal Year:	2022-2023
1st Installment:	\$129,305.98, PAID
2nd Installment:	\$129,305.98, OPEN (Delinquent after April 10)
Penalty and Cost:	\$12,953.59
Homeowners Exemption:	\$0.00
Code Area:	30-097

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

1. Water rights, claims or title to water, whether or not disclosed by the public records.

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

Recording Date: August 14, 1968
Recording No: [Book 8691, Page 230, of Official Records](#)

Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 29, 1988
[Recording No: 88-369580, of Official Records](#)

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

Granted to:	The Los Alisos Water District, a California Water District
Purpose:	Water transmission
Recording Date:	February 17, 1969
Recording No:	Book 8876, Page 171, of Official Records
Affects:	A portion of said land as more particularly described in said document.

EXCEPTIONS
(Continued)

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

Granted to: The Pacific Telephone and Telegraph Company
Purpose: Underground telephone, telegraph and communication structures
Recording Date: February 26, 1969
Recording No: [Book 8885, Page 319, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

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

Granted to: Los Alisos Water District
Purpose: Water and sewage transmission, ingress and egress
Recording Date: July 30, 1973
Recording No: [Book 10825, Page 398, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

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

Granted to: Los Alisos Water District
Purpose: Water and sewage transmission, ingress and egress
Recording Date: July 30, 1973
Recording No: [Book 10825, Page 404, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

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

Granted to: Southern California Edison Company, a corporation
Purpose: Public utilities
Recording Date: September 5, 1973
Recording No: [Book 10886, Page 312, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

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

Granted to: The Pacific Telephone and Telegraph Company
Purpose: Pole lines and conduits
Recording Date: April 25, 1974
Recording No: [Book 11128, Page 26, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

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

Granted to: Los Alisos Water District
Purpose: Water and sewage transmission, ingress and egress
Recording Date: August 14, 1978
Recording No: [Book 12798, Page 1803, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

EXCEPTIONS
(Continued)

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

Granted to: Times Mirror Cable Television of Orange County, Inc., a corporation
Purpose: Cable T.V. Supply Systems and Communication Systems
Recording Date: May 5, 1994
Recording No: [94-0314691, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

11. Any Restrictions covering the future use of the land, as disclosed by the Ninth Revised "Lake Forrest Planned Community" recorded December 20, 1979 as Instrument No. 27595, in book 13441, Page 1470, of Official Records, covering the herein described and other land.

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

Granted to: Times Mirror Cable Television of Orange County, Inc., a corporation
Purpose: Underground cable television supply systems and communication systems
Recording Date: May 5, 1994
Recording No: [94-314691, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

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

Redevelopment Agency: Lake Forest Redevelopment Agency
Recording Date: May 24, 2002
Recording No: [20020440190, of Official Records](#)

Matters contained in that certain document

Entitled: Revised Statement of Proceedings
Dated: June 20, 2007
Executed by: City Clerk, City of the Lake Forest
Recording Date: June 27, 2007
Recording No: [2007000407548, of Official Records](#)

Reference is hereby made to said document for full particulars.

14. Matters contained in that certain document

Entitled: Grant of Easement and Memorandum of Agreement
Dated: June 1, 2009
Executed by: The Elerding Family Trust udt 12/21/78 and COXCOM, Inc., a Delaware corporation, d/b/a Cox Communications Orange County
Recording Date: June 19, 2009
Recording No: [2009000324670, of Official Records](#)

Reference is hereby made to said document for full particulars.

EXCEPTIONS
(Continued)

15. The vesting set forth in this report is subject to verification, in a form satisfactory to the Company, of the validity and enforceability of the following uninsured Deed:

Grantor: Lee Harris, Trustee of the Qualified Trust "H" created under the Elerding Family Trust, dated December 21, 1987, and Lee Harris, Trustee of the Janet R. Elerding Trust, dated November 29, 2006
Grantee: TO EFTFTB, LLC, a California limited liability company
Dated: October 20, 2014
Recording Date: January 30, 2017
Recording No.: [2017000040420, of Official Records](#)

16. Matters contained in that certain document

Entitled: Agreement for Granting of Utility Easements
Dated: November 1, 2019
Executed by: JW Congregation Support, Inc., a New York not-for-profit corporation, The English Congregation of Jehovah's Witnesses, Lake Forest, CA, Inc., a California nonprofit religious corporation, and EFTFTB, LLC, a California domestic limited liability company
Recording Date: September 16, 2020
Recording No.: [2020000498725, of Official Records](#)

Reference is hereby made to say document for full particulars.

17. Matters contained in that certain document

Entitled: Memorandum of Agreement
Dated: November 1, 2019
Executed by: EFTFTB, LLC a California limited liability company and Cox Communications California, LLC d/b/a Cox Communications
Recording Date: March 31, 2021
Recording No.: [2021000219335, of Official Records](#)

Reference is hereby made to say document for full particulars.

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

Granted to: Irvine Ranch Water District, a California Water District
Purpose: Water and sewer pipelines and access purposes
Recording Date: April 6, 2021
Recording No.: [2021000233547, of Official Records](#)
Affects: A portion of said land as more particularly described in said document.

19. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the public records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

EXCEPTIONS
(Continued)

20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.
21. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.
22. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
23. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

PLEASE REFER TO THE "INFORMATIONAL NOTES" AND "REQUIREMENTS" SECTIONS WHICH FOLLOW FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION.

END OF EXCEPTIONS

REQUIREMENTS SECTION

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: TO EFTFTB, LLC, a California limited liability company

- a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.
- g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

2. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),

Party(s): All Parties

The Company reserves the right to add additional items or make further requirements after review of the requested Statement of Information.

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

3. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

END OF REQUIREMENTS

INFORMATIONAL NOTES SECTION

1. None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial properties, known as 25052 Farthing Street, located within the city of Lake Forest, California, 92630, to an Extended Coverage Loan Policy.
3. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
4. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
5. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
6. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

END OF INFORMATIONAL NOTES

Chris Scurti (MA)/mr0



Inquire before you wire!

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Effective January 1, 2020

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We do share Personal Information among affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the

last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Company

CTC – Chicago Title company
CLTC – Commonwealth Land Title Company
FNTC – Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR – Ticor Title Company of California
LTC – Lawyer's Title Company
SLTC – ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC – Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC – Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC – Chicago Title Insurance Company
CLTIC – Commonwealth Land Title Insurance Company
CTIC – Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990
EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

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

EXCLUSIONS

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

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

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

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

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

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

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

EXCEPTIONS FROM COVERAGE

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

(PART I

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

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

PART II

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

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (04-02-15)

EXCLUSIONS FROM COVERAGE

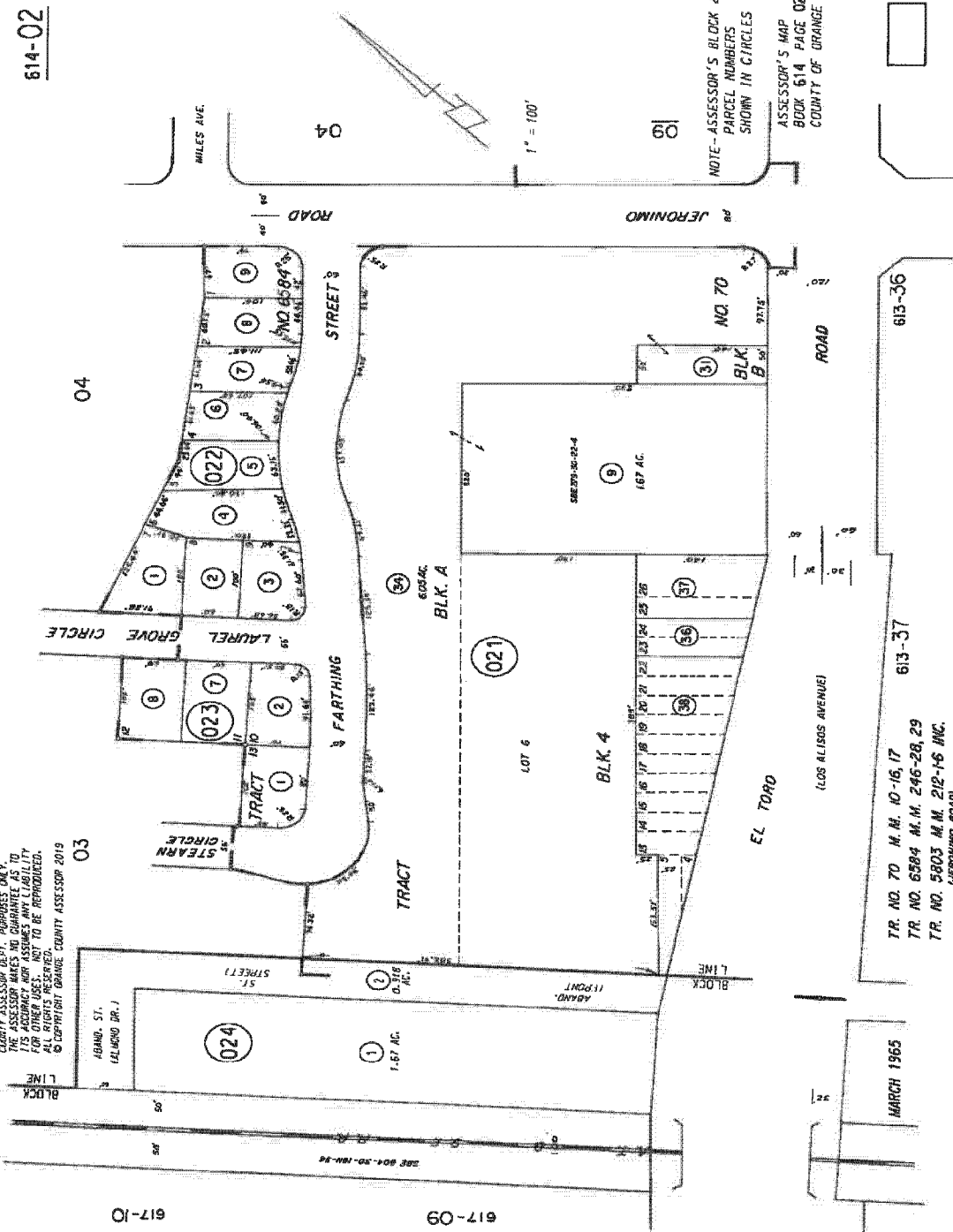
The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.

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

614-02

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSessor HAS NOT CONDUCTED A FIELD SURVEY AND THIS ACCURACY AND ASSUMED LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2019



NOTE--ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 614 PAGE 02 COUNTY OF ORANGE

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

Order: 90044132
Doc: OR.A 614-2

Page 1 of 1

Requested By: mhadsall, Printed: 3/13/2020 7:56 AM

OWNER'S DECLARATION

Escrow No.: 30044132-987-987-CS7
Property Address: 25052 Farthing Street
Lake Forest, CA 92630

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)
 - a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at 25052 Farthing Street, Lake Forest, CA 92630, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
 - b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at 25052 Farthing Street, Lake Forest, CA 92630, further described as follows: See Preliminary Report/Commitment No. for full legal description (the "Land").
2. (Fill in the applicable paragraph and strike the other)
 - a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.
 - b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of \$_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows: _____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Fidelity National Title Company against any and all claims arising therefrom.
3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.
4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, special assessments, periodic assessments or any assessment from any source, claims of lien, special assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records. There are no violations of the covenants, conditions and restrictions as shown in the above-referenced Preliminary Report/Commitment.
5. The Land is currently in use as _____; _____ occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.
7. There are no outstanding options to purchase or rights of first refusal affecting the Land.
8. Between the most recent Effective Date of the above-referenced Preliminary Report/Commitment and the date of recording of the Insured Instrument(s), Owner has not taken or allowed, and will not take or allow, any action or inaction to encumber or otherwise affect title to the Land.

This declaration is made with the intention that Fidelity National Title Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____ at _____.

Signature: _____

The subject site is located on the west corner of El Toro Road and Jeronimo Road. The characteristics of the site are summarized as follows:

Site Characteristics

Location:	The west corner of El Toro Road and Jeronimo Road
Gross Land Area:	6.05 Acres or 263,538 SF (Based on Assessor's Plat Map)
Usable Land Area:	6.05 Acres or 263,538 SF
Usable Land %:	100%
Shape:	Irregular
Average Depth:	Various
Topography:	Level
Drainage:	No apparent problems noted
Grade:	At street grade
Utilities:	All to site
Interior or Corner:	Corner
Signalized Intersection:	Yes, traffic signal at site corner with no enhanced access
Excess Land:	None
Surplus Land:	None

Subject Larger Parcel

As discussed in the highest and best use section there appears to be unity of title and contiguity with the ownership and use of the subject property. This analysis will be performed utilizing the theory of the "Larger Parcel". For the purposes of this appraisal, the "Larger Parcel" will refer to the subject site(s) "as vacant" and unimproved, but in a finished condition and with a residential multi-family zoning.

Acquisition Summary

The subject property larger parcel is the underlying land of the Forest Glen apartment community. The taking is not expected to have an impact on the continued use of the subject property. The subject larger parcel is assumed to be approximately 6.05 acres or 263,538 square feet. The subject project will use a 3,427 square foot permanent roadway taking based on a survey from Michael Furlong of Tait and Associates. There are no temporary easements for construction. The value of the Part to be taken is considered as a portion of the value of the Larger Parcel.

Appraisal Methodology

There are three recognized methods employed when valuing real property: (1) the Sales Comparison Approach, (2) the Income Approach, and (3) the Cost Approach. All of these approaches to value were considered. We assessed the availability of data and applicability of each approach to value within the context of the characteristics of the subject property and the needs and requirements of the client. When valuing underlying land for property such as the subject, the most relevant approach is the Sales Comparison Approach. The underlying land is not leased, and an Income Approach is not commonly used for valuing a fee simple interest in land. The analysis also uses methodology of the Cost Approach when valuing site improvements within the take areas. Further

discussion of the extent of our analysis and the methodology of each approach is provided later in the respective valuation sections.

Sales Comparison Approach

The Sales Comparison Approach is a method of estimating market value whereby a subject property is compared with comparable properties that have sold recently or are available for purchase. One premise of the Sales Comparison Approach is that the market will determine a price for the property being appraised in the same manner that it determines the prices of comparable, competitive properties. Essentially, the Sales Comparison Approach is a systematic procedure for carrying out comparative shopping. As applied to real estate, the comparison is applied to the unique characteristics of the economic good that causes real estate prices to vary.

Discussion and Analysis of Land Sales

Adjustments for property interests because all sales were fee simple. Furthermore, adjustments for favorable financing, conditions of sale and expenditures after sale were not warranted. There is very limited supply, vacancy has been on the decline, rental rates have increased, and property values have been increasing over the past few years. However, recent interest rate policy undertaken by the federal reserve has slowed growth for residential property. Thus, we have made upward adjustments to the comparable properties at rate of 2% per year from the date the property sold to the date of value for the subject property in order to account for these changes in market conditions (time). Each of the sales occurred over the past ten months and consist of residential properties in Southern California. As discussed in the highest and best use and market analysis sections. High demand for single family homes and townhomes has led to similar transaction prices for low to low-medium density residential uses. Each of the sale transactions come from zonings of these densities which trade at similar prices in the market. All sites also sold with all utilities to site and level topography.

Land Sale No.1

Land sale no. 1 is located northwest of the subject, at 1442 N Dale Avenue, in the City of Anaheim. The sale price for this property was \$2,500,000 which equates to \$61.71 per square foot. The property consists of a smaller residential site with aged improvements surrounded by apartments. The property location is in an inferior income area and also has the rear portion bordering a freeway on the northern side. The property is an irregular shape and located on an interior lot. It is similar in zoning and topography. However, it is smaller in size. At the time of sale there were two small old residential structures on the property. Thus, some demolition by the buyer was necessary. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **\$64.20** per square foot.

Land Sale No.2

Land sale no. 2 is located west of the subject, at 8371-8461 Talbert Avenue, in the City of Huntington Beach. The location is in a similar income area with good proximity to beaches and is considered similar overall to the subject. The sale price for this property was \$6,150,000 which equates to \$66.53 per square foot. The property is smaller in size and consists of a rectangular lot. The property contains three large old single-family developments and is adjacent to a Church and tract homes. These have been demolished and the site is presently under redevelopment of a higher density project. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **\$63.79** per square foot.

Land Sale No.3

Land sale no. 3 is located northwest of the subject, at 9071-9091 Lampson Ave, in the City of Garden Grove. The location is in an inferior income demographic area compared to the subject. The site is surrounded by older tract homes. The sale price for this property was \$4,750,000 which equates to \$68.30 per square foot. The property is smaller in size and rectangular in shape. However, it is situated on an interior lot. The property presently contains four larger single family developments which are older in age and were demolished by the buyer. Overall, this comparable was considered inferior to the subject. After adjustments, this sale provides an indication of land value for the subject at **\$68.97** per square foot.

Land Sale No.4

Land sale no. 4 is located west of the subject, at 21141 Strathmoor Ln, in the City of Huntington Beach. The location is in a slightly superior income area and has very close proximity to the ocean

and the downtown area of the city relative to sale 2 which is in the same city. The site is surrounded by older tract homes. The sale price for this property was \$39,000,000 which equates to \$64.32 per square foot. The property is larger in size and rectangular in shape, but is located on an interior lot. The property sold with a former school building that has been demolished by the buyer. The northwest corner of the lot overlaps with a residential street. The roadway dedication area is not listed on the parcel map and the map only lists the gross area. As a result, we have made an adjustment to account for this gross area that is not usable. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **\$63.64** per square foot.

Land Sale No. 5

Land sale no. 5 is located west of the subject, at 9790 Finch Avenue, in the City of Fountain Valley. The property is located in a coastal area within an existing single family development and is also the site of a former school. Overall, the area which is near sale 2 is considered similar. The sale price for this property was \$33,500,000 which equates to \$59.25 per square foot. The property is larger in size and rectangular in shape, but is located on an interior lot. The former school site was demolished by the buyer who obtained entitlements, subdivided the land, and sold it to a homebuilder. Overall, this comparable was considered similar to the subject. After adjustments, this sale provides an indication of land value for the subject at **\$64.70** per square foot.

Conclusion of Land Value

From the market data available, five land sales in competitive market areas which were most comparable to the subject were selected. We adjusted the comparable sales based on pertinent elements of comparison as discussed earlier and summarized the adjustments in the preceding adjustment grid. Descriptive statistics for the sales and adjustments are presented in the table below.

Land Comparable Statistics

Metric	Unadjusted	Adjusted
Minimum Sale Price per Sq. Ft.	\$59.25	\$63.64
Maximum Sale Price per Sq. Ft.	\$68.30	\$68.97
Median Sale Price per Sq. Ft.	\$64.32	\$64.20
Mean Sale Price per Sq. Ft.	\$64.02	\$65.06

Overall, the sales provide a reasonable range of value. In conclusion, we have given equal weight to all sales, however, given the value premise for just compensation purposes, we have selected a price per square foot near the mid-point end of the adjusted range, which was determined to be **\$68.00** per square foot. The land valuation is summarized as follows:

LAND VALUE INDICATION

Land Valuation	
Land Area (square	263,538
Indicated Value PSF	\$68.00
Indicated Value	\$17,920,584
Final Land Value Determination from Sales Comparison Approach (Rd.)	\$17,920,000

Condemnation Analysis

Description of the Part Taken: Permanent Fee Takings

This project proposes to take a permanent roadway easement of 263,538 square feet at the northern boundary of the subject site. The roadway easement consists of a narrow strip that begins near the northwestern portion and extends inward increasingly to the northeastern corner. The majority of the take areas are near the northeastern corner. Presently, the area contains a concrete block wall and sloping downward landscaping areas. The landscaped areas consist of shrubbery, grass lawn and 10 large trees which will be removed. The remaining trees will be protected in place. Maps showing the construction area and improvements that will be removed are located earlier in the report after the highest and best use section. The legal and plat map for the taking is shown after this discussion and analysis.

Analysis of the Part Taken

In the Land Sales Analysis, a value indicator of \$68.00 per square foot is attributed to the land area for the larger parcel. The part to be taken is 263,538 square feet for the development of a roadway easement. The impact to the subject is less than a full taking of entire land area. However, the taking is permanent. Any site improvements impacted by this take will be replaced or put back in a manner similar to their current state. This includes the concrete block border wall which will be moved inward to the new lot line. As a permanent roadway taking of the subject property, all property rights to the take area will be acquired and a 100% reimbursement of the full market value of the land portion being taken is appropriate. Therefore, utilizing a rate of 100% results in a value conclusion for the portion of the subject acquired for the roadway easement purpose of \$233,036. This calculation is shown in the table below.

Permanent Fee Taking

Parcel Type	Area of Part		Value
	Taken	Value Per SF	Conclusion
Permanent Roadway Fee Taking	3,427 SF	\$68.00	\$233,036

Site Improvements within the Take Area

The primary area of the fee taking is located along the northern strip of the property. The site improvements consist of a concrete block wall, sidewalk, grass lawn and shrubbery, and large pine trees. The concrete block wall will be replaced as a part of the project at the new lot line and does not require compensation. The 10 pine trees are large in size and were given a rate of \$4,646 each. The entire area is part of the apartments landscaped area and was applied a rate of \$9.50 per square foot for the total area. The rate figures came from the segregated cost section of the Marshall and Swift Valuation Service. The existing sidewalk and concrete block wall will be removed and reconstructed at the cost of the improvement project. Thus, we have not included a cost for these items.

Site Improvements

Type	No.		Rate	Total
Large High Quality Tree	10 Qty.	@	\$4,646	\$46,455
Average Residential Landscaping	3,427 SF	@	\$9.50	\$32,543
Total				\$78,998

LEGAL DESCRIPTION – ROADWAY DEDICATION Easement

EXHIBIT "A"
IRREVOCABLE OFFER OF DEDICATION
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAKE FOREST IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF BLOCK A, IN TRACT NO. 70 IN THE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 16 AND 17, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF JERONIMO ROAD DISTANT SOUTH 43° 51' 00" EAST 189.00 FEET FROM THE MOST EASTERLY CORNER OF LOT 105 OF TRACT NO. 5803, AS PER MAP RECORDED IN BOOK 212, PAGES 1 TO 6, INCLUSIVE, OF MISCELLANEOUS MAPS, SAID SOUTHWESTERLY LINE ALSO BEING THE NORTHEASTERLY LINE OF SAID PORTION OF BLOCK A;

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 51' 00" EAST 391.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 27.00;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 00", AN ARC DISTANCE OF 42.40 FEET TO THE END OF A TANGENT CURVE AND THE NORTHWESTERLY LINE OF EL TORO ROAD;

THENCE CONTINUING ALONG SAID NORTHWESTLY LINE, SOUTH 46° 07' 00" WEST 13.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 27.00;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 00", AN ARC DISTANCE OF 42.40 FEET TO THE END OF A TANGENT CURVE;

THENCE NORTH 43° 51' 00" WEST 49.12 FEET;

THENCE NORTH 42° 09' 12" WEST 150.18 FEET;

THENCE NORTH 41° 17' 48" WEST 192.01 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 3,427 SQUARE FEET, MORE OR LESS.

ALSO SHOWN IN EXHIBIT "B" ATTACHED HEREWITH AND MADE A PART HEREOF.

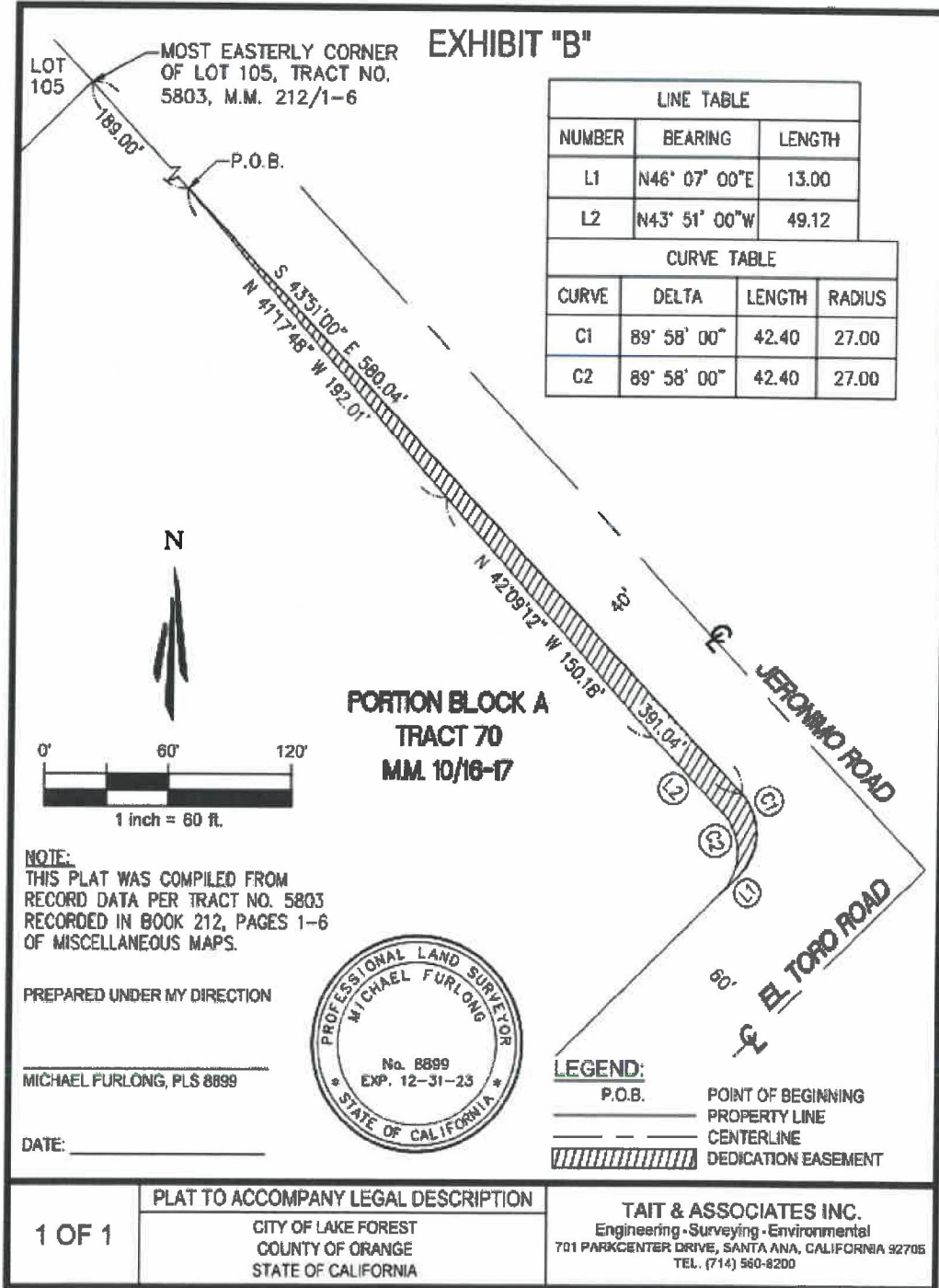
THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

MICHAEL FURLONG, PLS 8899
LICENSE EXPIRES: 12-31-23

DATE



PARCEL MAP – ROADWAY DEDICATION EASEMENT



Photographs of Partial Take



View of RIGHT OF WAY area looking East



VIEW OF Partial Take Area along Northeastern Corner

Effects of the Acquisition on the Subject Remainder Parcel

The purpose of this section is to value the remainder parcel after the acquisition as a stand-alone parcel, analyzing the effects of the acquisition. The area taken is small and is not expected to impact the remainder site upon completion.

Analysis of Severance Damages & Benefits

Severance damage is a loss in value to the remaining property after acquisition and construction in the manner proposed. Severance damages are valued by an appraisal of the remainder as a portion of the total property in the before condition and as a remainder in the after condition (disregarding the benefits of the construction project). The remainder is considered damaged if worth less after the project construction because of a legally compensable reason.

After taking the portions of the property described in the prior section, we concluded that there will be no adverse impact to the property as a whole. Effectively, there will be no change in drainage or grade to the remainder property. Access, visibility and parking will also remain the same. The improvement project will replace or put the improvements back in a manner similar to their current state. Thus, it is our opinion that the subject remainder property will not be negatively impacted by the acquisition of the part taken or the construction of the project improvements. Therefore, it is concluded that there is no severance damages to the subject property.

Benefits are also valued by appraising the remainder both before, and after, the taking. Benefits are offset against any severance damages. There will be no change in either the drainage or grade level of the remainder property. Traffic flow is expected to improve with the proposed improvement project, but this is considered a benefit to the community at large, as well as to the subject. Therefore, considering all aspects of the taking and the proposed project, we have concluded that there are no benefits to the subject remainder property.

Value of Remainder in After Condition

Considering the analysis of severance damages and benefits the value of remainder in the after condition is concluded at \$17,608,550. Our value conclusions are summarized in a table on the following page.

Value Conclusions

Shown below is a summary of value conclusions of this report and a fair market value of the proposed acquisitions. The definition of value market value used is from the California Code of Civil Procedure for eminent domain purposes. These conclusions are subject to the assumptions and limiting conditions included at the end of this report and the extraordinary assumptions and hypothetical conditions described previously. The date of value is as of May 3, 2023, and represent the market value of the Fee Simple interest in the subject property.

Valuation Summary

Component	Value Conclusions	Market Value of Acquisition
Value of Larger Parcel in Before Condition	\$17,920,584	
Permanent Property Rights		
Value of Part Taken - Land (3427 SF)	\$233,036	
Site Improvements	\$78,998	
Total Value of Permanent Property Taken	\$312,034	\$312,034
Severance / Benefits		
Severance Damages	\$0	
Less Benefits	\$0	
Net Severance Damages	\$0	
Value of Remainder in After Condition	\$17,608,550	
Fair Market Value (Parts Taken, Severance Damages/Benefits)		\$312,000

Definitions

Market Value

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

(b) The fair market value of property taken for which there is no relevant market is its value on the date of valuation as determined by any method of valuation that is just and equitable.”⁸

Just Compensation

“In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniary as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value.”⁹

Larger Parcel

“In condemnation, the portion of a property that has unity of ownership, contiguity, and unity of use, the three conditions that establish the larger parcel for the consideration of severance damages in most states. In federal and some states cases, however, contiguity is sometimes subordinated to unitary use.”¹⁰

Partial Taking

“The taking of part of any real property interest for public use under the power of eminent domain; requires the payment of compensation.”¹¹

Remainder

“In eminent domain condemnation, that portion of the larger parcel the property remaining in the ownership of the property owner after a partial taking.”¹²

⁸ California Code of Civil Procedure, Section 1263.320

⁹ The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

¹⁰ Ibid

¹¹ Ibid

¹² Ibid

Damages

"In condemnation, the loss in value to the remainder in a partial taking of property. Generally the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently." ¹³

Property Rights Appraised

A "fee simple estate" is defined as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Tenants in Common

Title to property held by two or more persons, in which, each has an "undivided interest" in the property and have an equal right to use the property, even if the percentage interests are not equal or the living spaces are different sizes. There is no "right of survivorship" if one of the tenants dies, and each interest may be separately sold, mortgaged or willed to another.

¹³ The Dictionary of Real Estate Appraisal, Appraisal Institute, Seventh Edition

Recorded at the Request of and:
When Recorded Return To:

City of Lake Forest
Attention: City Clerk
100 Civic Center Drive
Lake Forest, CA 92630

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

Computed on the consideration or value of property conveyed; OR

Computed on the consideration or value less liens or encumbrances
remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and
is exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 614-021-34

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **EFTFTB, LLC, a California limited liability company ("Grantor")** hereby grants to the **City of Lake Forest, a California municipal corporation ("Grantee")** all that real property together with the right title and interest in the City of Lake Forest, County of Orange, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____

EFTFTB, LLC, a California limited liability
company

By: _____
Lee Harris, Trustee

FOR: APN 614-021-34
25052 Farthing Street, Lake Forest, CA 92630

EXHIBIT A (LEGAL DESCRIPTION)

EXHIBIT "A"

IRREVOCABLE OFFER OF DEDICATION LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAKE FOREST IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF BLOCK A, IN TRACT NO. 70 IN THE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 16 AND 17, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF JERONIMO ROAD DISTANT SOUTH $43^{\circ} 51' 00''$ EAST 189.00 FEET FROM THE MOST EASTERLY CORNER OF LOT 105 OF TRACT NO. 5203, AS PER MAP RECORDED IN BOOK 212, PAGES 1 TO 6, INCLUSIVE, OF MISCELLANEOUS MAPS, SAID SOUTHWESTERLY LINE ALSO BEING THE NORTHEASTERLY LINE OF SAID PORTION OF BLOCK A,

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH $43^{\circ} 51' 00''$ EAST 391.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 27.00,

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ} 58' 00''$, AN ARC DISTANCE OF 42.40 FEET TO THE END OF A TANGENT CURVE AND THE NORTHWESTERLY LINE OF EL TORO ROAD;

THENCE CONTINUING ALONG SAID NORTHWESTLY LINE, SOUTH $46^{\circ} 07' 00''$ WEST 13.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF ~~27.00~~,

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $89^{\circ} 58' 00''$, AN ARC DISTANCE OF 42.40 FEET TO THE END OF A TANGENT CURVE;

THENCE NORTH $43^{\circ} 51' 00''$ WEST 49.12 FEET;

THENCE NORTH $47^{\circ} 09' 12''$ WEST 150.18 FEET;

THENCE NORTH $41^{\circ} 17' 46''$ WEST 192.01 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL AREA OF 3,427 SQUARE FEET, MORE OR LESS.

ALSO SHOWN IN EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT

MICHAEL FURLONG, PLS 8899
LICENSE EXPIRES: 12-31-23

DATE

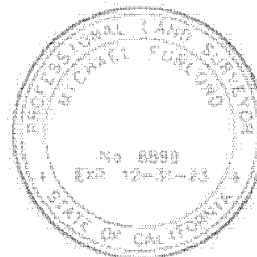


EXHIBIT B

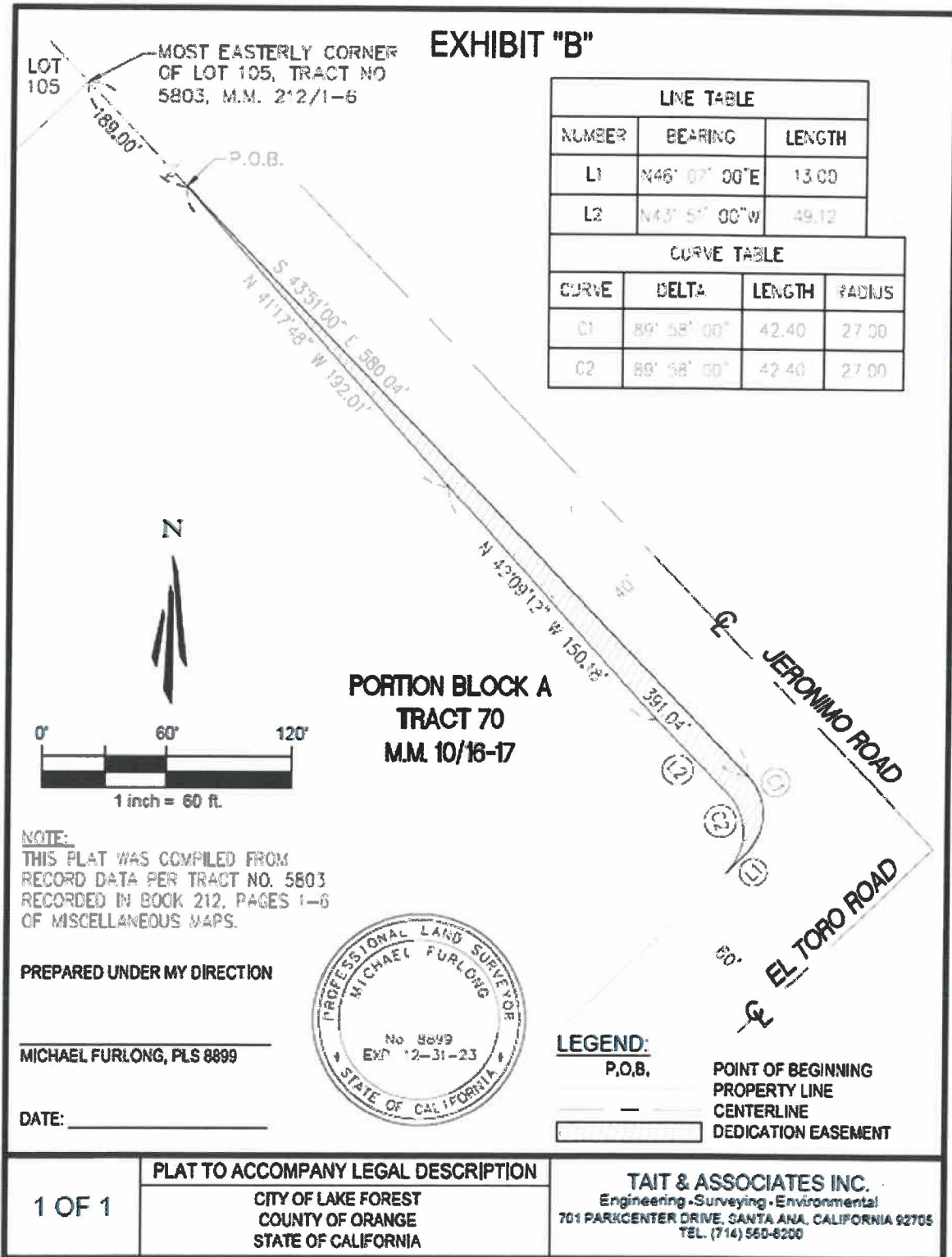


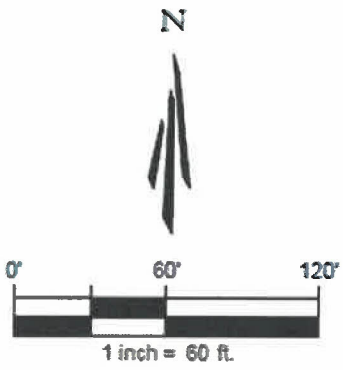
EXHIBIT "B"

LOT 105

MOST EASTERLY CORNER OF LOT 105, TRACT NO 5803, M.M. 212/1-5

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N46° 07' 00"E	13.00
L2	N43° 51' 00"W	49.12

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	89° 58' 00"	42.40	27.00
C2	89° 58' 00"	42.40	27.00



PORTION BLOCK A
TRACT 70
M.M. 10/16-17

NOTE:
THIS PLAT WAS COMPILED FROM RECORD DATA PER TRACT NO. 5803 RECORDED IN BOOK 212, PAGES 1-6 OF MISCELLANEOUS MAPS.

PREPARED UNDER MY DIRECTION

MICHAEL FURLONG, PLS 8899

DATE: _____



LEGEND:
 P.O.B. POINT OF BEGINNING
 ——— PROPERTY LINE
 - - - CENTERLINE
 [] DEDICATION EASEMENT

1 OF 1	PLAT TO ACCOMPANY LEGAL DESCRIPTION	TAIT & ASSOCIATES INC. Engineering • Surveying • Environmental 701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705 TEL. (714) 560-8200
	CITY OF LAKE FOREST COUNTY OF ORANGE STATE OF CALIFORNIA	

PARCEL NO.: 614-021-34
TITLE REPORT NO.: 987-30044132-A-CS7
PROJECT: JERONIMO ROAD WIDENING IMPROVEMENT PROJECT

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY
(ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this _____ day of _____, 2023 by and between the City of Lake Forest, a California municipal corporation (hereinafter called "Buyer"), and EFTFTB, LLC, a California limited liability company, (hereinafter called "Seller") for acquisition by Buyer of one Partial Property Fee Acquisition over real property hereinafter set forth.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this agreement, the following interest(s) in property, all situated in the City of Lake Forest, County of Orange, State of California:

A. Partial Property Fee Acquisition (Attached as Attachment 1); and

The legal description of the interest is identified in the referenced attachment(s), which are hereby incorporated by reference.

2. PURCHASE PRICE. The total purchase price, payable in cash through escrow, shall be the sum of:

THREE HUNDRED TWELVE THOUSAND DOLLARS
(\$312,000.00)

The total purchase price includes: acquisition value of the property interests identified in Section 1.

3. CONVEYANCE OF TITLE. Seller agrees to convey the fee interest by Grant Deed. Seller agrees to convey to Buyer marketable fee title and easements free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, and taxes EXCEPT:

- A. All taxes for the current fiscal year prorated as per Section 6 hereinafter.
- B. Quasi-public utility, public alley, public street easements, and rights of way of record.
- C. Preliminary Title Report to be provided by Fidelity National Title Company and approved in Escrow.

4. POSSESSION. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by Buyer, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Section 2 herein are deposited into the escrow controlling this transaction. The amount shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

5. TITLE INSURANCE POLICY. Escrow Agent shall, following recording of the deed to Buyer,

provide Buyer with ALTA Standard Coverage Policy of Title Insurance in the amount of \$312,000.00 issued by Fidelity National Title Company showing the title to the property vested in Buyer, subject only to the exceptions set forth in Section 3 and the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefore.

6. ESCROW. Buyer agrees to open an escrow in accordance with this Agreement at Fidelity National Title Company, 4210 Riverwalk Parkway, Suite 100, Riverside, CA 92505 (951) 710-5900. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Officer (Major Accounts OAC) to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller agrees to deposit with Escrow Agent prior to the Close of Escrow original, fully executed and acknowledged deed prepared by Escrow Agent and any other customary agreements, consents, or documents reasonably necessary to effectuate the purchase of the subject property. Buyer agrees to deposit the purchase price and **certificate of acceptance** upon demand of Escrow Agent.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made either by check or wire transfer from such account.

ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:

- A. Pay and charge Seller for any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the property;
- B. In the event this escrow closes between July 1 and November 1, and current tax information is not available from title insurer, Escrow Agent is instructed to withhold from Seller's proceeds an amount equal to 120% of the prorated amount due based upon the previous fiscal year's second half tax bill. At such time that the tax information is available, Escrow Agent shall make a check payable to the County Tax Collector for Seller's prorated portion of taxes and forward the same to the Buyer and shall refund any difference to the Seller. In the event the amount withheld is not sufficient to pay Seller's prorated portion of taxes due, the Seller herein agrees to immediately pay the difference;

In the event said tax information is available, Seller's taxes shall be prorated in accordance with Paragraph "C" below.

- C. From the date that tax information is available, as per Paragraph "B" hereinabove, up to and including June 30th, Seller's current taxes, if unpaid, shall be prorated to date of close of escrow on the basis of a 360 day year in accordance with Tax Collector's proration requirements, together with penalties and interest, if said current taxes are

unpaid after December 10 and/or April 10. At close of escrow, a check payable to the County Tax Collector for Seller's prorata portion of taxes shall be forwarded to Buyer with closing statement;

- D. Any taxes which have been paid by Seller, prior to opening of this escrow, shall not be prorated between Buyer and Seller, but Seller shall have the sole right, after close of escrow, to apply to the County Tax Collector of said county for a refund. This refund would apply to the period after Buyer's acquisition, pursuant to Revenue and Taxation Code Section 5096.7.

ESCROW AGENT IS AUTHORIZED TO, AND SHALL:

- E. Pay and charge Seller, upon Seller's written approval, for any amount necessary to place title in the condition necessary to satisfy Section 3 of this Agreement, excluding any penalty for prepayment to any lienholder in compliance with Section 1265.240 of the Code of Civil Procedure ("Eminent Domain Law");
- F. Pay and charge Buyer for any escrow fees, charges, and costs payable under Section 6 of this Agreement;
- G. Disburse funds and deliver deed when conditions of this escrow have been fulfilled by Buyer and Seller.

The term "close of escrow", if and where written in these instructions, shall mean the date that all necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE. The parties hereto agree to perform all acts reasonably necessary to close this escrow within one hundred twenty (120) days following the opening of escrow.

Responsibility for Escrow Agent under this Agreement is expressly limited to Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, and 17 and to its liability under any policy of title insurance issued in regard to this transaction.

7. ESCROW FEES, CHARGES AND COSTS. Buyer agrees to pay all Buyer's and Seller's usual fees, charges, and costs which arise in this escrow.

8. RENTAL AND OCCUPANCY BY SELLER. Seller warrants that there are no oral or written leases on all or any portion of property.

9. PERMISSION TO ENTER ON PREMISES. Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the

purpose of making necessary or appropriate inspections. It is understood that Buyer and its contractors will indemnify Seller and hold them harmless from any and all liability for bodily injury, death and property damage arising out of or in any way connected with such inspections, and reimburse Seller for all costs, expenses and loss, including attorney's fees, incurred by them in consequence of any claims, demands and causes of action which may be made or brought against them arising out of such inspections. Buyer shall provide the Seller a forty-eight (48) written notice before entering the property. However, Buyer shall have no obligation to indemnify Seller for any loss, liability, or damage caused by the negligence of the Seller, or any of Seller's employees, agents, or authorized users, including, but not limited to, tenants, invitees or permittees.

10. COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. CLOSING STATEMENT. Seller instructs Escrow Agent to release a copy of Seller's statement to Buyer, whose address is 100 Civic Center Drive, Lake Forest, CA 92630; purpose being to ascertain if any reimbursements are due Seller.

12. LOSS OR DAMAGE TO IMPROVEMENTS. Loss or damage to the real property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the deed, Buyer may elect to require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of said property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.

13. EMINENT DOMAIN DISMISSAL. Seller and Buyer acknowledge that this transaction is a negotiated settlement in lieu of condemnation, and Seller hereby agrees and consents to the dismissal or abandonment of any eminent domain action in the Superior Court of the State of California in and for the County of Orange, wherein the herein described property is included and also waives any and all claims to any money on deposit in said action and further waives all attorney's fees, costs, disbursements, and expenses incurred in connection therewith. If, prior to the close of the execution of this transaction, Seller is served with a Summons and Complaint in Eminent Domain in which Seller is a named defendant, upon the closing of this transaction, Seller agrees and consents to Buyer taking a Default in said action.

14. WARRANTIES, REPRESENTATIONS, AND COVENANTS OF SELLER. Seller hereby warrants, represents, and/or covenants to Buyer that:

- A. To the best of Seller's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the property or any portion thereof, at law, or in equity before any court or governmental agency, domestic or foreign.
- B. To the best of Seller's knowledge, there are no encroachments onto the property by improvements on any adjoining property, nor do any buildings or improvements encroach on other properties.

- C. Until the closing, Seller shall maintain the property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the property.
- D. Until the closing, Seller shall not do anything which would impair Seller's title to any of the property.
- E. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, or other agreement or instrument to which Seller's property may be bound.
- F. Until the closing, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 14 (Warranties, Representations, and Covenants of Seller) not to be true as of closing, immediately give written notice of such fact or condition to Buyer.

15. HAZARDOUS WASTE. Neither Seller nor, to the best of Seller's knowledge, any previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about, or the transportation of any Hazardous Materials to or from, the Property. The term "Hazardous Material" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as a "hazardous substances" pursuant to Section 311 of the Clean Water Act, (33 U.S.C. S1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq. (42 U.S.C. S6903) or (xi) defined as a "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, as amended by Liability Act, 42. U.S.C. S9601 et seq. (42 U.S.C. S9601).

16. COMPLIANCE WITH ENVIRONMENTAL LAWS. To the best of Seller's knowledge the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and

Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.

17. INDEMNITY. Seller agrees to indemnify, defend and hold Buyer harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any Hazardous Material on, under, in or about, or the transportation of any such materials to or from, the Property, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of Hazardous Materials on, under, in, or about, to or from, the Property. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death, tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment). This indemnity extends only to liability created prior to or up to the date this escrow shall close. Seller shall not be responsible for acts or omissions to act post close of this escrow.

18. CONTINGENCY. It is understood and agreed between the parties hereto that the completion of this transaction, and the escrow created hereby, is contingent upon the specific acceptance and approval from the Buyer herein.

19. WAIVER OF CLAIMS. Seller acknowledges that the acquisition of the property by Buyer is for a public purpose, and therefore, the property is otherwise subject to taking by the power of eminent domain. Seller acknowledges that this transaction is a negotiated settlement in lieu of condemnation and agrees that the purchase price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Seller may have against Buyer by reason of the acquisition, improvement, possession, use and/or occupancy of the property, and Seller hereby waives any and all claims, including, but not limited to, claims for attorney's fees, pre-condemnation damages, severance damages, business goodwill, relocation assistance, or any other claim.

20. GENERAL PROVISIONS. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement and each provision contained herein may be waived, amended, supplemented, or eliminated only by mutual written agreement of the parties.

If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

This Agreement contains the entire agreement between both parties, neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the City of Lake Forest, a California municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Lake Forest on the ____ day of _____, 20__, and Seller has caused this Agreement to be executed.

BUYER

SELLER

City of Lake Forest, a California municipal corporation

EFTFTB, LLC

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

MAILING ADDRESS OF BUYER

100 Civic Center Drive
Lake Forest, CA 92630

BY: _____

NAME: _____

MAILING ADDRESS OF SELLER

2020 Main Street, Suite 780
Irvine, CA 92614

TITLE: _____

ATTEST:

BY: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Public Works Director

ATTACHMENT 1

Recorded at the Request of and:
When Recorded Return To:

**City of Lake Forest
Attention: City Clerk
100 Civic Center Drive**

Lake Forest, CA 92630

DOCUMENTARY TRANSFER TAX: \$ None

Space above this line is for Recorder's Use

 Computed on the consideration or value of property conveyed; OR

 Computed on the consideration or value less liens or encumbrances remaining at time of sale.

"Record without fee subject to Gov't Code 6103
Recordation required to complete chain of title and is
exempt from payment of documentary tax in
accordance with R&T Code 11922"

GRANT DEED

Assessor's Parcel No: 614-021-34

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **EFTFTB, LLC, a California limited liability company ("Grantor")** hereby grants to the **City of Lake Forest, a California municipal corporation ("Grantee")** all that real property together with the right title and interest in the City of Lake Forest, County of Orange, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Dated: _____ EFTFTB, LLC, a California limited liability company

By: _____
Lee Harris, Trustee

FOR: APN 614-021-34
25052 Farthing Street, Lake Forest, CA 92630

EXHIBIT A (LEGAL DESCRIPTION)

EXHIBIT "A"
IRREVOCABLE OFFER OF DEDICATION
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LAKE FOREST IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

BEING A PORTION OF BLOCK A, IN TRACT NO. 70 IN THE CITY OF LAKE FOREST, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10, PAGES 16 AND 17, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF JERONIMO ROAD DISTANT SOUTH 43° 51' 00" EAST 189.00 FEET FROM THE MOST EASTERLY CORNER OF LOT 105 OF TRACT NO. 5803, AS PER MAP RECORDED IN BOOK 212, PAGES 1 TO 8, INCLUSIVE, OF MISCELLANEOUS MAPS, SAID SOUTHWESTERLY LINE ALSO BEING THE NORTHEASTERLY LINE OF SAID PORTION OF BLOCK A,

THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 43° 51' 00" EAST 381.04 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 27.00,

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 00", AN ARC DISTANCE OF 42.40 FEET TO THE END OF A TANGENT CURVE AND THE NORTHWESTERLY LINE OF EL TORO ROAD;

THENCE CONTINUING ALONG SAID NORTHWESTLY LINE, SOUTH 46° 07' 00" WEST 13.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 27.00;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89° 58' 00", AN ARC DISTANCE OF 42.40 FEET TO THE END OF A TANGENT CURVE;

THENCE NORTH 43° 51' 00" WEST 49.12 FEET;

THENCE NORTH 42° 09' 12" WEST 150.18 FEET;

THENCE NORTH 41° 17' 48" WEST 192.01 FEET TO THE POINT OF BEGINNING,

CONTAINING A TOTAL AREA OF 3,427 SQUARE FEET, MORE OR LESS.

ALSO SHOWN IN EXHIBIT "B" ATTACHED HERewith AND MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY SUPERVISION,
IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

MICHAEL FURLONG, PLS 8899
LICENSE EXPIRES: 12-31-23

DATE



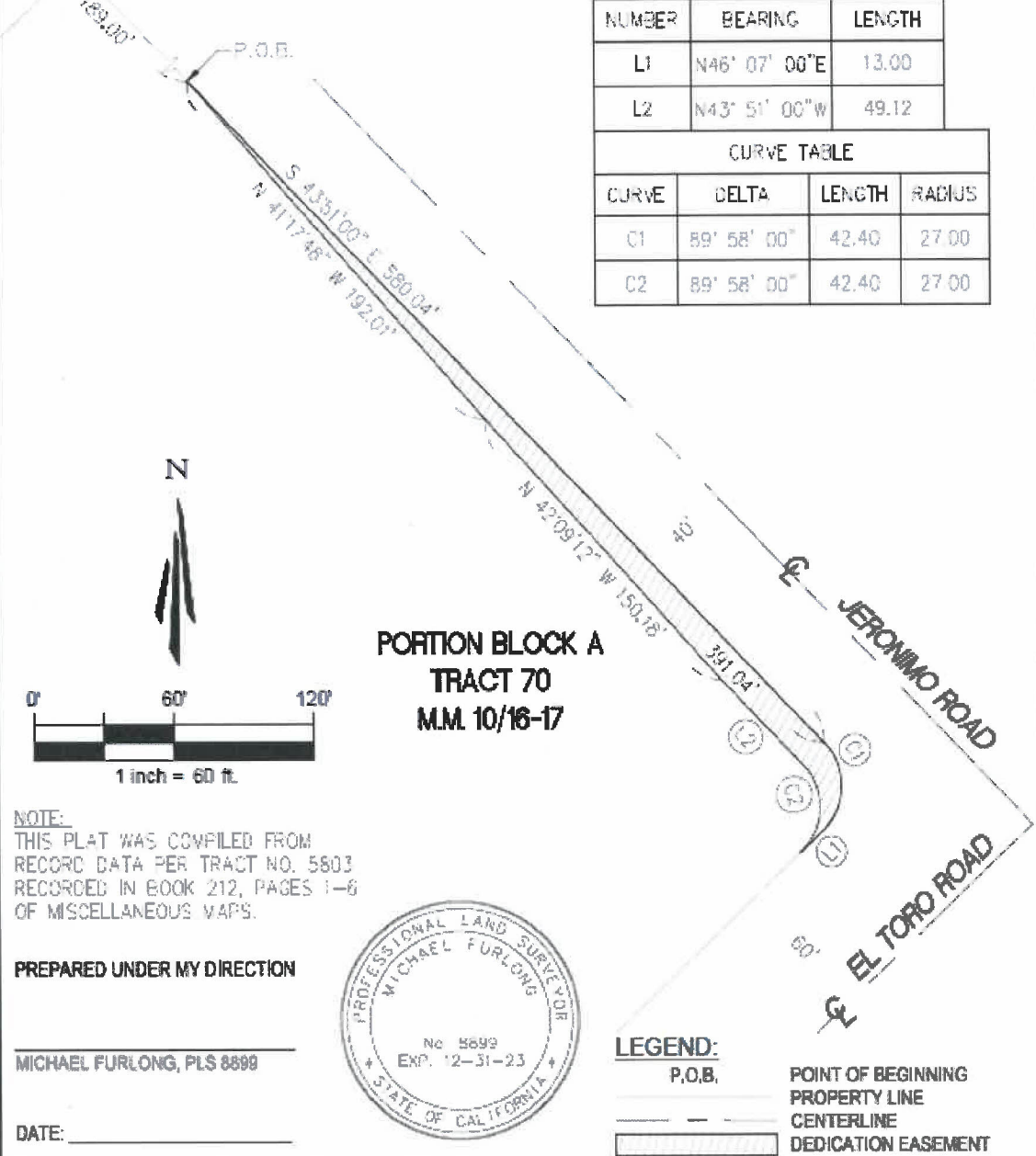
EXHIBIT B

EXHIBIT "B"

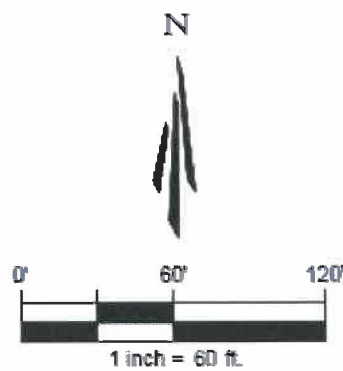
LOT 105
 MOST EASTERLY CORNER OF LOT 105, TRACT NO 5803, M.M. 212/1-6

LINE TABLE		
NUMBER	BEARING	LENGTH
L1	N46° 07' 00"E	13.00
L2	N43° 51' 00"W	49.12

CURVE TABLE			
CURVE	DELTA	LENGTH	RADIUS
C1	89° 58' 00"	42.40	27.00
C2	89° 58' 00"	42.40	27.00



PORTION BLOCK A
 TRACT 70
 M.M. 10/16-17



NOTE:
 THIS PLAT WAS COMPILED FROM
 RECORD DATA PER TRACT NO. 5803
 RECORDED IN BOOK 212, PAGES 1-6
 OF MISCELLANEOUS MAPS.

PREPARED UNDER MY DIRECTION

MICHAEL FURLONG, PLS 8899

DATE: _____



LEGEND:
 P.O.B. POINT OF BEGINNING
 ——— PROPERTY LINE
 - - - CENTERLINE
 DEDICATION EASEMENT

1 OF 1	PLAT TO ACCOMPANY LEGAL DESCRIPTION	TAIT & ASSOCIATES INC. Engineering - Surveying - Environmental 701 PARKCENTER DRIVE, SANTA ANA, CALIFORNIA 92705 TEL. (714) 560-8200
	CITY OF LAKE FOREST COUNTY OF ORANGE STATE OF CALIFORNIA	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

or

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<ul style="list-style-type: none"> Corporation 	Corporation
<ul style="list-style-type: none"> Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single-member LLC
<ul style="list-style-type: none"> LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<ul style="list-style-type: none"> Partnership 	Partnership
<ul style="list-style-type: none"> Trust/estate 	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.