

Appendix D

# Real Estate Acquisition Investigation

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Union Sanitary District's  
**Enhanced Treatment and  
Site Upgrade Program**

# **REAL ESTATE ACQUISITION MANAGEMENT PLAN**

For  
**Wastewater Treatment Plant  
Enhanced Treatment & Site Upgrade Program**

Prepared for:



**Union Sanitary District**

Prepared by:



October 2017



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## **I. Real Estate Acquisition Management Plan – Overview and Summary**

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### **A. Need**

The Union Sanitary District (USD) is planning to acquire real property interests for its Wastewater Treatment Plant Enhanced Treatment & Site Upgrade Program (the Program) to construct the required improvements. This Real Estate Acquisition Management Plan (RAMP) addresses the Program's real estate needs, practices and procedures. Its contents detail how USD's (also hereinafter referred to as the Acquiring Agency or Agency) Real Estate Program will be administered and how the program's components including real estate appraisal, acquisition, and relocation activities will be implemented (Real Estate Activities). This document is not a legal or regulatory document.

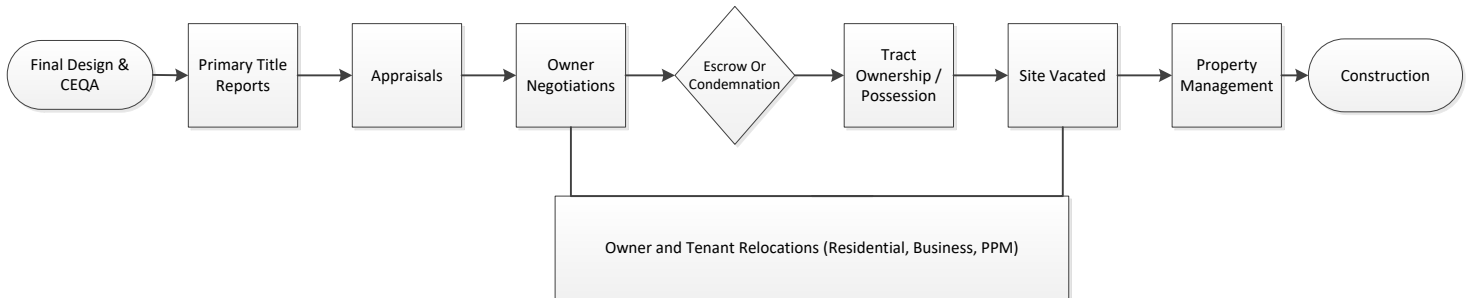
Due to the evolving nature of the Real Estate Activities throughout the project development cycle, the RAMP will be revised once the preliminary design and final design are completed. Changes to the Project's design, interagency agreements, increased or decreased real estate transaction needs (and subsequent Real Estate Activities) and other factors will contribute to later iterations of this document.

### **B. Purpose**

This RAMP will serve as a project planning, management, and monitoring document for the Agency's Real Estate Activities. The RAMP is also a controlling reference document for the Real Estate Activities that tracks changes in the Real Estate Program (Program). This RAMP describes the Program's management functions such as identifying all applicable regulatory compliance issues, staffing functions, approval procedures, document controls, and schedule and cost controls. This RAMP explains the Agency's project implementation approaches regarding appraisal and formal offer preparations, identifies critical path acquisitions (including their physical descriptions and estimated costs), escrow and title clearance responsibilities, condemnation processes, property management and the disposition of excess lands, if required.

### **C. Process Summary**

A flowchart shown as **Figure 1** outlines the Program's major Real Estate Activities (Activities) and the order they occur. The RAMP details these Activities and the tasks necessary to meet all applicable regulations.



**Figure 1**

For this project, property acquisition is the primary activity driving the needs of the Program. All other's Activities are an input or output of acquiring the property needed. For example, an offer to acquire the property cannot be made until an appraisal is prepared, and should a property be occupied, the relocation of a business or residential occupant is necessary result of the closed transaction.

The start of the acquisition process begins with the design determining which parcels are needed, the level of ownership needed for parcel, and the physical area needed. USD will need to consider whether they want to acquire the property in fee or easement. Acquiring the parcel in fee would give USD complete control over the parcel. For fee acquisitions USD will need to determine if they need all or part of a particular parcel. Acquiring a portion of a parcel, versus its whole, may provide the opportunity to minimize or eliminate displacements and reduce relocation costs. USD may be able to acquire rights through an easement to some parcels it needs versus acquiring the fee ownership. An easement would grant specific rights to USD. With an easement, USD would not have full control over the entire parcel, only the area under the easement, however, they would also not have the long-term costs of owning the parcel related to maintenance and up keep.

Environmental clearance is also needed. Once environmental and acquisition needs are determined, Preliminary Title Reports (PTRs) are ordered to determine the parties with interest (fee ownership, easement owners, leases, etc.) in the property that would be affected by site acquisition.

Appraisals come next. The real estate appraiser utilizes the acquisition needs and known encumbrances in terms of land title and environmental constraints to form an opinion of value for the property. The value determined by the appraisal is the basis for an offer to acquire the parcel or land right (through an easement) for Just Compensation. The appraiser will arrive at its opinion of value, however, USD must determine if that value provides Just Compensation to the owner. Just compensation is the fair market value of the property being acquired by USD. California law



defines fair market value 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.

Presenting the offer to the owner will start the negotiation process. The presentation of the offer also initiates the negotiations in terms of establishing eligibility for relocation assistance. The Acquiring Agency must negotiate in good faith to try to reach an amicable settlement for the property. Negotiations end by closing escrow or through exercising the power of eminent domain and the Agency condemning the property. Either close of escrow or condemnation will give possession of the property to USD. Property owners and tenants will vacate the property through the relocation process. Property Management activities will be required between the period that the property becomes vacant and the start of construction.





## ***II. Real Estate Acquisition Management Plan - Content***

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### ***A. Introduction***

USD operates a 33 million gallon per day wastewater treatment facility at 5072 Benson Road, Union City, CA 94587 and provides collection, treatment and disposal services to a total population of over 347,000 in Fremont, Newark and Union City, California. The Program will implement upgrades to their current facility and expand to the surrounding area for future operational and maintenance needs. The expansion incorporates the areas along Veasy St., Horner St., Whipple Rd., and Benson Rd.

Projects will need to clear the required State environmental review per the California Environmental Quality Act (CEQA). Carrying out Real Estate Activities including appraisal, acquisition, and relocation prior to CEQA approval is considered an “at risk” action.

### ***B. Legal and Regulatory Requirements***

Program implementation shall be under the authority and guidance of State and local law, policies and procedures. The California Relocation Assistance Law, California Code of Regulations Title 1, Chapter 16, Section 7260-7277 (CRAL) and California Relocation Assistance and Real Property Acquisition Guidelines, California Code of Regulations Title 25, Division 1, Chapter 6 (the Guidelines), and in instances where legal proceedings are required to retain possession and property rights, the governing body of laws shall be the California Code of Civil Procedure Section 1240.010-1240.050 (Eminent Domain Code). California Public Utilities Code Section 25771 applies to condemnation and 25806 applies if agreements with other agencies or districts are necessary for the Program. Dependent upon the funding and oversight relationship the California Department of Water Resources (DWR) may have, DWR may also have additional requirements, however, primarily DWR follows the requirements under CRAL and the Guidelines. For some DWR programs, this RAMP would satisfy the need for a Project Real Estate Plan.

### C. Geographical Description of Project

From north to south, the project begins on the northern properties on Horner St. beginning at Veasy St. and going to Whipple Rd. The properties in between Veasy St. and Whipple Rd. are included until Benson Rd. and the Union Sanitary District Property. A map displaying the project's location is shown in **Figure 2** below and also identifies Tract numbers, acreage, 2014 estimate of property value, and the streets labeled.

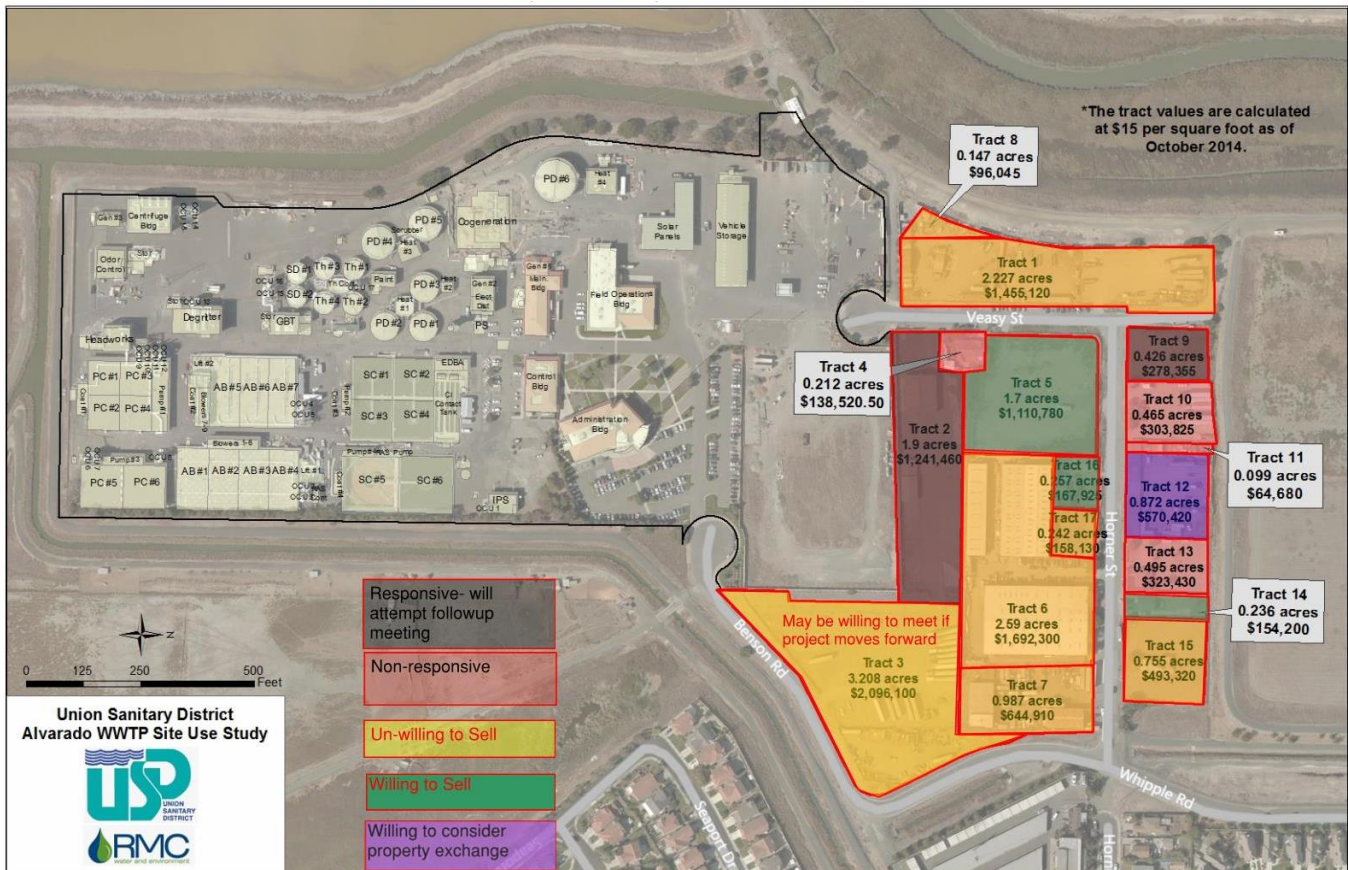


Figure 2: Project Map.

### D. Physical description of proposed acquisitions

Project design is currently in the planning stage. The fee acquisition of parcels are described in this part of the RAMP (herein referred to as "Transactions") are current as of September 29, 2017. The project currently requires up to eighteen Transactions depending upon the total land requirement to fulfill the project objectives. These Transactions have been grouped into seventeen Tracts based on the transactions having the same ownership, being contiguous, and having the same land use.





This is the first iteration of this RAMP. The Transactions described below are still considered preliminary. Future iterations of this RAMP will detail the progress made on the Transactions described below, or if necessary, substitute and/or additional Transactions.

Relocation of residential and commercial occupants and personal property moves are expected to be required for many of these Transactions.

The parties engaged to implement the Real Estate Program's Real Estate Activities will obtain and conduct reviews of preliminary title reports (PTRs) in preparation for the acquisition of the parcels and land rights described below.

All parcels acquired for this project will be tracked on a parcel inventory. This inventory will be updated as parcels are transferred and or developed for the needs of the Project. The form of this inventory will be consistent with guidelines discussed in Part N of this RAMP. Should these parcels become excess property, the guidelines discussed in Part N will be adhered to. The valuation of the Transactions below will be described later in the Section I (Cost Estimate) of this RAMP.

**Tract 1 & 8:** Tract 1 & 8 are privately owned, full taking parcels with a larger parcel area of approximately 110,161 square feet. These tracts are undeveloped industrial parcels that have a commercial tenant and are used for truck, trailer, and personal property storage. The property is located at 31251 Veasy St. (APNs: 482-22-1-2, 482-22-7, 482-22-9-1). The properties have been separated into three lots which indicates there will be one business relocation and two MPP moves.

**Tract 2:** Tract 2 is privately owned and is the process of being determined if it will be developed for a religious use. This is a critical parcel for the project. The site is located at 31252 Veasy St. (APN: 482-27-4-3) on approximately 82,764 square feet. The parcel is largely vacant with 2 improved buildings.

**Tract 3:** An existing, privately owned, undeveloped industrial parcel that is used for truck, trailer, and personal property storage. It is located at 4601 Benson Rd. (APN: 482-27-7-19) and is approximately 139,745 square feet. It is assumed that business relocation would be required.

**Tract 4:** An existing, privately owned, developed residential parcel. It is located at 31216 Veasy St. (APN: 482-27-6-1) with approximately 9,270 square feet. Residential relocation will be necessary.

**Tract 5:** An existing, privately owned, vacant lot. It is located at 4700 Horner St. (APN: 482-27-13) with approximately 74,052 square feet. USD made an offer for the property in 2016 for a price of \$1,200,000. This offer amount was based on a preliminary appraisal and included a Phase I environmental investigation as a condition of the offer. USD did



not receive a response to this offer. The owners are currently listing the property for sale for \$3,500,000 which was confirmed on MLS. Business relocation would be expected to be required.

**Tract 6 & 17:** These are existing, privately owned, developed industrial parcels that have commercial tenants. Tract 6 is located at 4700 Horner St. (APN: 482-27-14) with approximately 112,820 square feet. Tract 17 is located at 4862 Horner St (APN: 482-27-3-3) with approximately 10,584 square feet. Two business relocations are assumed .

**Tract 7:** An existing, privately owned, developed industrial parcel that has a commercial tenant. Tract 7 is located at 4600 Horner St. (APN: 482-27-1-10) with approximately 43,009 square feet. Assumes relocation of a business.

**Tract 9:** An existing, publicly owned, vacant lot. It is located at 4995 Horner St. (APN: 482-20-9) with approximately 18,731 square feet. No relocations required.

**Tract 10 & 11:** Are existing, privately owned, undeveloped industrial parcels that are used for truck, trailer, and personal property storage. They are located at 4915 Horner St. (APN:s 482-20-8-2, 482-20-2-3) with approximately a combined 24,613 square feet. One business relocation assumed.

**Tract 12:** An existing, privately owned, undeveloped industrial parcel that is used for truck, trailer, and personal property storage. It is located at 4915 Horner St. (APN: 482-20-7) and is approximately 38,071 square feet. One business relocation assumed.

**Tract 13:** An existing, privately owned, developed residential parcel. It is located at 4863 Horner St. (APN: 482-27-6) and is approximately 21,600 square feet. Assumed to be one residential relocation.

**Tract 14:** An existing, privately owned, developed 3 bed 1 bath residential parcel. It is located at 4837 Horner St. (APN: 482-20-5) and is approximately 10,317 square feet. One residential relocation.

**Tract 15:** An existing, privately owned, developed residential parcel. It is located at 4813 Horner St. (APN: 482-20-18) and is approximately 32,927 square feet. One residential relocation assumed.

**Tract 16:** An existing, privately owned, developed 2 bedroom 1 bath residential parcel. It is located at 4890 Horner St. (APN: 482-27-2) and is approximately 11,200 square feet. One residential relocation and one business relocation assumed.



## **E. Condemnation Authority**

USD is required to attempt to acquire property for the Project from private owners or other public agencies through good faith negotiations. Reasonable efforts must be made to acquire the property through amicable means to reach a negotiated settlement with the property owner. If such an amicable settlement cannot be reached, USD has the right to exercise its power of eminent domain and condemn the property.

In certain cases, condemnation may become a necessary last resort to achieve the goals and design concepts of the Project. Should this be the case and USD elects to exercise its condemnation authority, USD will follow the process described in Section J of this RAMP.

Should USD elect not to condemn, the District must convey this through a written notice to the property owner. This decision should be made prior to the appraisal process. The notice should be provided with any notice to the owner regarding an appraisal. At a minimum this notice must be delivered to the owner prior to or concurrently with the offer to acquire the property. USD should seek legal counsel to determine whether or not to preserve its right to exercise the power of eminent domain throughout the process.

In some cases, these good faith negotiations do not result in a negotiated settlement with the property owner. USD will need to designate a party who will recommend the commencement of the condemnation process to USD and its Board of Directors. This party is assumed at this time to be USD's agency legal counsel. This process starts with USD serving a property owner with a Notice of Intent (NOI) to adopt a Resolution of Necessity (RON). The NOI informs the owner of their right to make comment to the Board prior to their adoption of the RON. The RON is the mechanism that the Board uses to formally state the parcel or land right is needed for the Project (for the public good) and that the Agency will pursue acquisition through condemnation.

The actions on RONs may include an action on a single parcel or multiple parcels. It may be more efficient to schedule action on multiple RONs for the same meeting to reduce legal costs. Depending upon the status of negotiations at the time, the prospects for settlement and its construction schedule, USD will decide on a case-by-case basis whether to use its power of eminent domain to acquire multiple parcels held by the same owner or make additional attempts to reach an amicable settlement on particular parcels without condemnation.

In order to stay on schedule, USD may need to start the condemnation process on multiple parcels under one RON, while it continues to negotiate with the property owner. Close coordination and communication between USD, the Real Estate Team, and USD's legal counsel will be required to ensure the most appropriate strategy is employed to serve the needs of the Project and best advise USD on the required course of action.



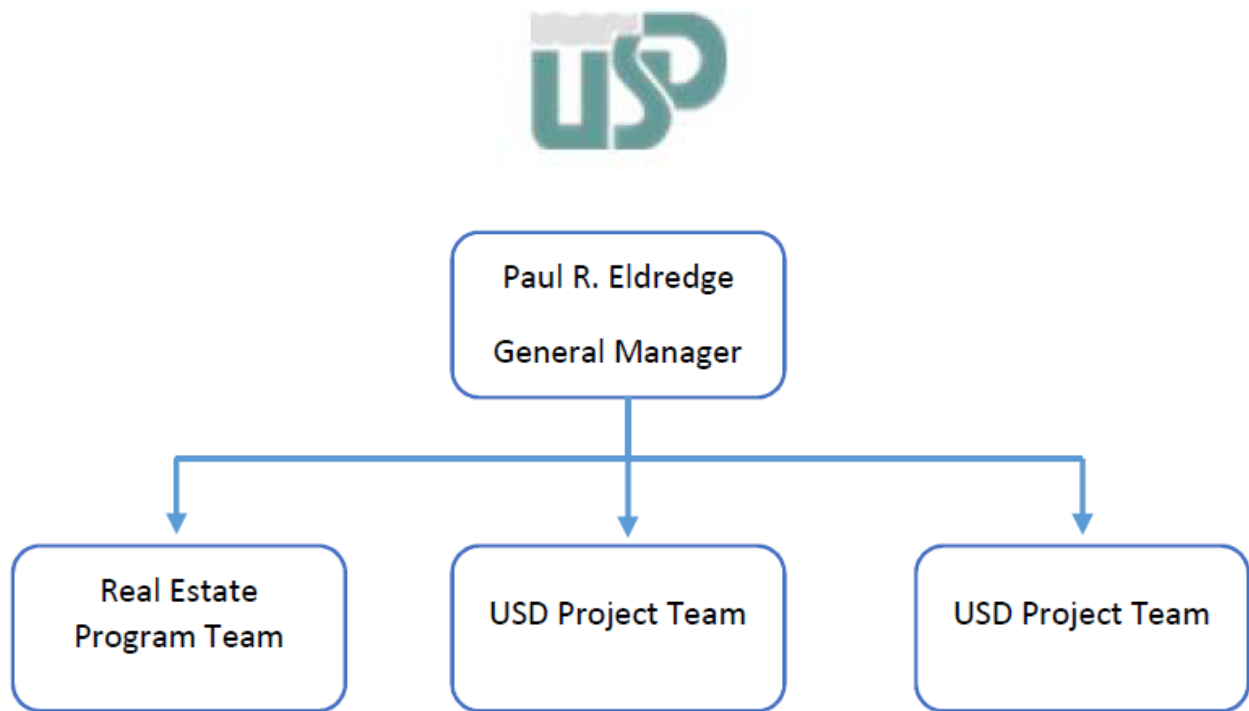
If an amicable agreement cannot be reached, USD's eminent domain authority shall be implemented via the procedural and regulatory guidelines stated in the California Code of Civil Procedure Section 1240.010-1240.050 (Eminent Domain Code). The USD Board of Directors shall be the responsible party to hear and approve the procedural steps to initiate the condemnation process including the adoption of a Resolution of Necessity. In the event all reasonable efforts to acquire the property have been exhausted in good faith negotiations and USD's Board has adopted the Resolution of Necessity, USD's legal counsel will initiate condemnation proceedings.

#### **F. Organizational Structure**

Due to the need for real property interests, an essential member of the Project Team is the formation of a Real Estate Program Team (Real Estate Team) with the experience, technical knowledge and political awareness to meet all the goals and objectives of the project. The Real Estate Team is tasked to implement the various Activities within the Program for the Project. The Real Estate Team will be led by a Real Estate Program Manager who would oversee the delivery of the Real Estate Activities. The Real Estate Team and its Program Manager are assumed at this time to be from an outside organization. The Real Estate Program Manager would be assumed at this time to report to the General Manager, Paul R. Eldredge.

The role of the Real Estate Program Manager will be to provide specific guidance on real estate matters to USD's senior and executive leadership, other leaders on the Project Team, and the members of the Real Estate Team. The Real Estate Program Manager will also provide regulatory and procedural oversight to the Project. The Real Estate Program Manager will direct the Real Estate Project Manager who is responsible for implementation of the day to day activities of the Agents within the Real Estate Team including acquisition and relocation.

Professional qualifications of the Real Estate Team will be provided in **Appendix J** of this RAMP when the team is established. A preliminary organizational chart is shown in **Figure 3** below and will be refined in further iterations.



**Figure 3:** Project Organization Chart





## **G. Identification of Contractual Functions**

### **General**

RMC, a Woodard & Curran Company (RMC) is the Lead Designer responsible for delivering the ETSU Program. RMC, or another firm contracted with USD will be responsible for preliminary design and environmental documentation needed to support the RAMP. Overland, Pacific and Cutler, Inc. (OPC), as a sub-contractor to RMC, is responsible for preparing the RAMP and for providing real estate consultation to RMC and USD. OPC has prepared the preliminary Real Estate Activities schedule and cost estimate for the program. These items are discussed later in this RAMP and provided as **Appendices A and B**, respectively.

The Real Estate Program Manager will be responsible for facilitating approvals of Just Compensation by USD's General Manager, reviewing offer packages, approving relocation claims, facilitating owner payments for the agency, managing property acquired for transfer to others or held by USD, and general project oversight and regulatory compliance. Additionally, this person will be responsible for coordinating the Real Estate Team and ensuring that the required real estate interests are secured and certified to meet the project's delivery schedule for contractor procurement.

### **Project Set Up**

The Real Estate Program Manager, working in conjunction with the Real Estate Team and legal counsel, will develop and refine the Project's Real Estate Policies and Procedures; a sample is provided in as Appendix F. These will include reporting/monitoring tools and the appropriate master documents required for the Real Estate Activities, such as acquisition agreements, escrow forms, relocation claims, and any other required documentation. The Real Estate Team shall assist in document drafting and preparation, as needed, and be the primary administrator of document delivery and execution. An overview of the overall real estate process is also provided in the Policies and Procedures found in **Appendix F** of this RAMP. In addition sample forms for property owner notifications are presented in **Appendix J** of this RAMP.

### **Planning**

Studies that will support acquisition planning, appraisal and acquisition process, as well as the Program, include geotechnical investigations to assess the soil conditions, Phase I Environmental Site Assessments (ESA) to assess the potential presence of hazardous substances and materials and other supplemental or additional studies to investigate and assess conditions found by these initial studies. Permits to Enter (PTE), also commonly referred to as Rights of Entry (ROE), may be required to conduct investigations on all parcels listed in Part E of Section II of this RAMP. The PTE's will be acquired by the program engineer or its environmental subcontractor responsible for preparing the various technical studies discussed above.



## **Preliminary Real Estate Tasks**

PTR's for each parcel to be acquired will be secured and reviewed by the Real Estate Team. The exceptions to title requiring clearance will be detailed on a title report encumbrance review form. PTR's will be considered valid for six months. Updated PTR's will be ordered as needed by the Real Estate Team during the offer preparation process for each transaction.

Each acquisition file must contain title information in sufficient detail to identify present ownership interests and describe any liens or encumbrances that may impact USD's interest. All fee interests or interests requiring the preparation of legal descriptions will necessitate the issuance of preliminary title reports from a local title company. The liens and encumbrances identified in each report will be investigated to determine whether they have any impact on the proposed use of the interest required.

The Real Estate Team will prepare a PTR Resolution form. This form will identify any title exceptions. Tasks needed to clear those exceptions will be provided and tracked. This form will also identify all exceptions that USD will take title subject to accepting those exceptions. Copies of each preliminary title report and all exceptions to title will be retained by the Real Estate Team. In instances where title documents contain sensitive and confidential information, including financial information, the documents shall be kept in a secured area in a separate file for each applicable parcel.

The Real Estate Team, working under the oversight of the Real Estate Program Manager, shall review the legal descriptions and plat maps prepared by the Program/Design Engineer against the real estate mapping provided. Any discrepancies between the documents will be reported to the Design Engineer for modification prior to presentation to the property owner. Throughout the Program, USD will maintain original acquisition files at their office. The Real Estate Team shall maintain a "field" copy of the files at their offices. Acquisition files shall be consistently organized and preliminarily audited by the Real Estate Project Manager, reviewed by the Real Estate Program Manager, and then delivered for final review and approval to USD.

## **H. Acquisition Schedule**

1. Set out the timeframe for acquisition and relocation; total length of time needed:

The CRAL requires specific timeframes and activities upon agencies acquiring private property interests and when individual property owners and businesses are displaced as the result of a public project. These requirements will be taken into account when preparing the project schedule. Additionally, various aspects of project implementation such as appraisal report drafting, document preparations, Just Compensation and Administrative Settlement approval processing, relocation

advisory services and escrow and title clearance will also be taken into account. If condemnation proceedings are required to secure the necessary possessory rights for real estate certification, additional time for re-appraisal of the property, court scheduling and other considerations will be integrated into project schedule as well. See **Appendix A** for a current overall project schedule.

2. Date for initiation of negotiations (ION) for project:

The ION is the date the first written offer is presented to the property owner. This date establishes eligibility for relocation assistance for tenants and property owners that dispose of their property under the threat of eminent domain.

3. Difficulties and potential delays:

The project is proposed to comprise of full take acquisitions on the project which may affect business operational concerns. This might result in lengthy negotiations and increase the onset of condemnation cases. Typically, parcels acquired through eminent domain proceedings present the greatest challenge to securing the necessary real estate needs on schedule.

During the geotechnical and ESA processes, environmental hazards associated with the potential transactions previously described will need to be determined if they are cause for concern by USD. Remediation measures may be determined to be required at that time. Should any environmental hazards be determined during the construction phase, USD shall make all final determinations regarding the implementation of an environmental remediation strategy, if any is desired, and the effect such remediation has upon property owners from which USD has acquired property.

There currently 5 residential, 10 business and 2 miscellaneous personal property move (MPP) relocations identified at this time. These relocations will require a relocation plan, which must be approved by the USD Board of Directors prior to issuance of a 90-day Notice to Vacate. The number of residential, business, or MPPs may increase.

The acquisition and displacement of established industrial or commercial operations may take between 18 – 36 months. The success rate of such businesses being successfully relocated and maintaining operations is typically not high, and the longer the displacing agency can work with a displaced business to secure an adequate replacement site, the higher their long-term success rate will be.

Advanced business move planning and/or careful parcel mitigation strategies during the PA/ED phase of a project may assist in reducing impacts and potentially avoiding a displacement altogether. Some advanced move planning activities could involve re-arranging business operations, structures, access points or circuitry of travel pathways, either temporarily during construction, or permanently to avoid



a forced relocation. Parcel mitigation strategies may include presenting the owner with an option to compensate for a cut-and-reface remodel of an impacted building in order to keep the existing business operational. All of the above can be analyzed during early design, prior to the appraisal process, to assist the agency (USD) in cost savings and potentially avoiding lengthy litigation and negotiations.

#### 4. Progress Reporting:

In order to track the acquisition process over the course of the project, the Real Estate Team shall provide status reports twice monthly to the Real Estate Program Manager to assist in monitoring project activities. The report will detail information relevant to the acquisition of each affected parcel including, but not limited to, contact information, relevant dates, appraisal information and a brief summary of salient negotiation points. The Real Estate Program Manager will report out to USD on the Real Estate Team's progress.

The Real Estate Team shall provide USD with copies of acquisition documents, individual parcel acquisition details, the project document library, project scheduling information and other project reports, as needed.

An example Real Estate Progress Tracking Report is provided as Appendix I of this RAMP. This report will be in matrix form and will capture the important milestones in the appraisal, acquisition, and relocation process.

#### 5. Identification of a critical path for real estate:

The impacted parcels have been provided in Part D of Section II in this RAMP. Updates to these parcels will be provided as project needs change.

### **I. Real Estate Cost Estimate**

OPC will prepare an initial Real Estate Activities cost estimate that identifies significant acquisition cost considerations to the Project including land and structure values. Estimates of other costs associated with parcel delivery including real estate staff cost and potential legal cost will be in future iterations as well. The cost estimate is utilized for planning purposes for identifying critical path acquisitions and will aid in the development of the project's acquisition schedule. The findings from the cost estimate study will be integrated into this RAMP as **Appendix B**.

As the Project advances further and the real estate needs have been refined, the cost estimate will be updated and revised. In cases where an offer has been made, the estimated value will be replaced by the actual offer amount as determined by a licensed appraiser and the just compensation determined by USD. In these cases a



discussion of the estimated value relative to the actual appraised value presented in the offer will be discussed for each transaction.

Currently, all transactions are assumed to be full fee acquisitions. There are multiple acquisition options that have opportunities and challenges that should be considered in the design of the Project. Table 1 below presents these options, their opportunities, their risks, and the tasks associated with each.

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**Table 1: Acquisition Alternatives**

Alternatives: Tool/Technique	Opportunities	Challenges/Risks	Additional Work Required for Alternative
<b>Full Fee Acquisition</b>	The highest form of acquisition. Permits the District to acquire all land rights and control the property. Provides interest for future expansion if a portion acquired is not immediately needed.	If the parcel is required for the project and an amicable negotiated agreement cannot be achieved, the district may be required to utilize eminent domain and take the property through condemnation.	1) Obtain USD Board approval to move forward; 2) Prepare and distribute a Notice of Decision to Appraise (NODA); 3) Conduct an appraisal inspection; 4) Appraise the property; 5) Prepare an offer to acquire to the property; 6) Make the offer; 7) Negotiate agreement with the owner; 8) Close escrow.
<b>Partial Fee Acquisition</b>	Permits the District to acquire only the land rights it needs and control the portion of the property they need for the Project. Prevents acquiring excess land that may need to be disposed of at a later date.	If the parcel is required for the project and an amicable negotiated agreement cannot be achieved, the district may be required to utilize eminent domain and take the property through condemnation.	1) Obtain USD Board approval to move forward; 2) Prepare and distribute a Notice of Decision to Appraise (NODA); 3) Conduct an appraisal inspection; 4) Appraise the property; 5) Prepare an offer to acquire to the property; 6) Make the offer; 7) Negotiate agreement with the owner; 8) Close escrow.
<b>Easement</b>	Permits the District to acquire only the rights to land it needs and use the portion of the property they need for the Project. May reduce costs, can reduce liability, and prevents acquiring excess land that may need to be disposed of at a later date.	If the parcel is required for the project and an amicable negotiated agreement cannot be achieved, the district may be required to utilize eminent domain and take the property through condemnation.	1) Obtain USD Board approval to move forward; 2) Prepare and distribute a Notice of Decision to Appraise (NODA); 3) Conduct an appraisal inspection; 4) Appraise the property; 5) Prepare an offer to acquire to the easement; 6) Make the offer; 7) Negotiate agreement with the owner; 8) Close escrow.
<b>Long-term Ground Lease</b>	Permits District to acquire an interest in the property and obtain some control of the property to utilize it for the project. Overall cost may be lower than fee acquisition. Could do up to a 99 year ground lease. Lease could be used to gain control of all or part of property.	Gives the District less control. All uses would need to be negotiated in the lease agreement. Lease would transfer with a future sale (would recommend recording lease) of the property. However, District not necessarily guaranteed position to acquire the property in the future if fee acquisition was determined to be needed.	1) Obtain USD Board approval to move forward; 2) Prepare and distribute a Notice of Decision to Appraise (NODA); 3) Conduct an appraisal inspection; 4) Appraise the property; 5) Prepare an offer to lease to the property; 6) Make the offer; 7) Negotiate lease agreement with the owner; 8) Close escrow if portions need to go through escrow.
<b>Exchange</b>	Acquire other parcel identified by exchange partner. Acquire parcel needed for projects. Possibility to receive some cash considerations if parcels received through an exchange are worth less than the parcels District exchanges. Exchange partner would need to cover any variances in value. Could double escrow so District never owns parcel to be exchanged.	Finding suitable properties to acquire for exchange. Complex agreements to negotiate. May make condemnation difficult to execute if needed (i.e. an exchange cannot be consummated).	1) Obtain USD Board approval to move forward; 2) Locate suitable property; 3) Have properties appraised to determine FMV of each parcel; 4) Convene board meeting to approve moving forward; 5) Negotiate agreement; 6) Close escrows.
<b>Purchase Option</b>	Acquire an option in the property with a closing date set in the future. Allows the District to obtain a position to acquire the property without acquiring all interest. Allows District to extinguish its rights on parcels it does not need. Locks in a price now and mitigates increases in future. Opportunity to re-appraise and renegotiate price.	Exchange payments typically not refundable; District would lose those funds if they did not consummate the acquisition. Complex agreement to negotiate. May make condemnation difficult to execute if needed (i.e. purchase cannot be consummated). Price may increase should property be re-appraised.	1) Obtain USD Board approval to move forward; 2) Have properties appraised to determine FMV; 3) Convene board meeting to approve moving forward; 4) Negotiate agreement and option payments; 5) Close escrow if needed.
<b>First Right of Refusal</b>	Agreement with owner to offer property to District first. Puts District in position to acquire without needing to make further commitment. Price may decrease over time if real estate market declines.	District may be required to exercise right sooner than they want in order to secure parcel. May not be able to reach agreement. Price not locked in like an option.	1) Obtain USD Board approval to move forward; and 2) Negotiate agreement. Negotiate acquisition when time and close escrow.



Determining take types and areas needed for the project should be determined in order to have a sound foundation for a reliable cost estimate. Prices will vary depending on the take determined and can cause relocation cases to be required or not. To help in the determination of the design and takes needed, Table 2 outlining owners' preferences and potential relocations.

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**Table 2: Ownership Information**

Owner / Property Info				Owner Preference				# of Relocation Type		
Tract	APN	Owner Name(s)	Property Type	Sell	Exchange	Not Sell	Unknown	Res. Relo	Bus. Relo	MPP
1 & 8	482-22-1-2	Ken and Diane Bertelson Bertelson Pre Cast Steps Inc	Undv. Ind. Truck/Trailer/PP			x			1	2
	482-22-7									
	482-22-9-1									
2	482-27-4-3	Shri Guru Ravidas Sabha Bay Area California	Undv. Ind.				x		1	
3	482-27-7-19	Antonio M & Alice T Goncalves Trs	Undv. Ind. Truck/Trailer/PP			x			1	
4	482-27-6-1	Miguel Ramirez	Dev. Res.				x	1		
5	482-27-13	Richard Mao Promax Investment 385 LLC	Vacant Lot	x					1	
6 & 17	482-27-14	Umo Steel LLC	Dev. Ind.			x			2	
	482-27-3-3									
7	482-27-1-10	Gurlal & Maninder Pattar	Dev. Ind.			x			1	
9	482-20-9	The City of Union City Redevelopment Agency	Vacant Lot				x			
10 & 11	482-20-8-2	Donald and Barbara Kirby	Undv. Ind. Truck/Trailer/PP				x		1	
	482-20-2-3									
12	482-20-7	Allan Williams	Undv. Ind. Truck/Trailer/PP		x				1	
13	482-20-6	Patrick Barrera	Dev. Res.				x	1		
14	482-20-5	Roland and Maria Marcelo	Dev. Res.	x				1		
15	482-20-18	Gurlal & Maninder Pattar	Dev. Res.			x		1		
16	482-27-2	Frank Perez	Dev. Res.	x				1	1	
<b>Totals</b>				<b>3</b>	<b>1</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>10</b>	<b>2</b>



**Future Updates:** An initial cost estimate will be conducted after take types and needs have been determined. Updates to that cost estimate will be updated with future iterations of the RAMP. The estimate for those iterations will be compared to the estimate provided in the previous iteration of the RAMP. Any significant changes in the estimate will be documented. Changes may include the estimate benefitting from actual settlements and the completion of the offer and appraisal process for any additional transactions.

## **J. Acquisition Process**

An overview of the real estate acquisition process is expressed below.

1. The Real Estate Program Manager and Real Estate Project Manager will meet with USD and finalize the real estate requirements and scope of services to be provided. This includes the expectations for all agents and professional services providers required to deliver the real estate services, including but not limited to the acquisition, relocation, real estate management, utility relocation coordination, real estate and specialty appraisal and appraisal review. The leadership of the Real Estate Team will discuss any known issues, potential risks, and preliminary solutions with USD and the Project Team.
2. If necessary, the Real Estate Project Manager to coordinate the preparation of real estate maps, plat maps and legal descriptions. Where needed, Real Estate Project Manager to make vendor recommendation to USD.
3. Where available, Real Estate Project Manager to obtain all plans, documents, policies and procedures and other necessary items from USD or its vendors pertaining to the ROW assignments.
4. Real Estate Project Manager to coordinate with USD to finalize the final scope of work and appraisal assignment for all real estate appraisals, specialty appraisals and appraisal reviews.
5. Real Estate Project Manager to prepare and cause the delivery of the Notice of Decision to Appraise (NODA) to all impacted property owners whose property will be appraised according to the real estate maps and the vesting title report. Real Estate Project Manager should ensure the preparation and delivery of the appropriate acquisition informational brochure to the property owner concurrently with the NODA.
6. Real Estate Project Manager to coordinate appraisal inspections with appraisers, property owners, and where applicable, tenants.
7. Real Estate Project Manager to assist in the preparation or prepare the appropriate offer letter and purchase agreement for the real estate rights to be acquired.



8. Real Estate Project Manager to coordinate the delivery of the appraisals, appraisal reviews, appraisal summary statements and other applicable appraisal documents to the Real Estate Program Manager for review. Upon completion of the appraisal process, the Real Estate Program Manager shall,
  - Approve the appraisals as the basis of just compensation that will lead to the preparation of a written offer to the property owner;
  - Set just compensation in a written Statement of Just Compensation to be approved by and signed by USD's designated authority;
  - Provide the Real Estate Project Manager with the Statement of Just Compensation, along with direction for the commencement of good faith negotiations with the property owner to acquire the property for the project.
9. Where requested to do so, Real Estate Project Manager will assist the Real Estate Program Manager in the preparation of the Statement of Just Compensation for execution/approval by the USD General Manager.
10. Real Estate Project Manager to assist in the preparation or prepare the appropriate offer package for the real estate rights to be acquired. This package shall include at a minimum a written offer (describing the rights to be acquired, purpose of its acquisition and the just compensation offered), purchase agreement, appraisal reimbursement agreement (for property owners wishing to seek their own appraisal), preliminary title report, appraisal summary statement, real estate map and Federal W-9 form. A statement of just compensation and copy of the appraisal shall also be included upon its completion and acceptance by USD.
11. Upon approval of the offer package the Real Estate Project Manager shall coordinate the presentation of the first written offer to the property owner. Where necessary such offer shall be delivered via return receipt courier service or US Postal Service.
12. Real Estate Project Manager shall ensure that all reasonable efforts are made to present the offer personally or discuss offer via telephonic communication with the property owner.
13. Where applicable, Real Estate Project Manager shall ensure that the Relocation Agent is contacted and informed the offer has been made for the rights to be acquired.
14. Real Estate Project Manager shall ensure that Acquisition Agent negotiates in good faith and documents the negotiation process in parcel diary.





15. The Real Estate Project Manager shall ensure that all necessary title clearances are achieved in order to deliver a clear title to USD and ensure the transaction closes in a timely manner.
16. Should a negotiated settlement be reached, the Real Estate Project Manager shall ensure that the appropriate requests are made to deliver payment into escrow, all deeds are executed and the purchase agreement is delivered to escrow for the timely closing of the property.
17. Upon vacation of the property, the Real Estate Project Manager shall ensure that the parties designated to secure the property are contacted and the appropriate property management tasks are implemented. These tasks could include demolition, board up, or leasing of the property.
18. Should a negotiated settlement not be reached, the Real Estate Project Manager shall coordinate the delivery of all acquisition documents to USD's legal counsel for preparation of all pre-condemnation and condemnation documents. Where needed, the Real Estate Program and Project Manager shall provide support to legal counsel during the preparation of documents and hearings. The Real Estate Project Manager shall ensure that the property be served a Notice of Intent to adopt a Resolution of Necessity (RON) that adequately informs the property owner of their rights to appear before the USD Board of Directors at the RON hearing.
19. Should condemnation proceedings be required the Real Estate Team shall cooperate with USD legal counsel throughout the legal process.

## **Plans**

The Program/Design Engineer will provide the Real Estate Program Manager and/or Real Estate Project Manager with all applicable real estate and utility impact mapping and any other pertinent documents. Any changes or updates to the Project's design which impact real estate concerns will be forwarded to the Real Estate Program Manager and/or Real Estate Project Manager for review. Subsequent updates to offer letters or appraisal assumptions will be made accordingly.

During the course of negotiations should a property owner requests a modification to design elements, these requested modifications will be documented by the Real Estate Team and presented to the design team for consideration. Depending on the complexity of the changes being requested, direct property owner involvement with the project's design team may be prudent and recommended. If the proposed modifications are feasible and able to be incorporated into the project's updated design, the Real Estate Team will inform the property owner and begin the process of preparing a revised offer package. In this process, the project's fee appraisal report will be revised or updated as needed, and where needed, the agency will approve a new Determination of Just Compensation as the basis for its revised offer letter.



## **Ownership and title information**

As part of the preliminary design process, PTRs were secured by PPC Land Consultants (PPC) for parcels within the present facility boundary and the light industrial area to the north to inform the preliminary real estate engineering process. Four title reports were prepared by Northwestern Title Company in 1994 for properties along Veasy Street in an area that now comprises a portion of the existing facility. In addition, PPC ordered and obtained a Title Report from Placer Title for Tract 6 (APN: 482-0027-13). PPC conducted a preliminary review of these reports and reported its findings to the Project Team.

The Real Estate Team will need to acquire updated PTR's for all potential property acquisition. The Real Estate Team will perform a detailed review of each PTR to confirm all relevant ownership interests affecting the close of the real estate transaction and the ability for the agency to secure clear fee title to the property. As part of this process, the Real Estate Team's Acquisition Agent will remain in regular contact with the property owner to monitor any changes in potential ownership resulting from the sale of the subject property, foreclosure, leasehold interests, establishment of trusts and other real property interests. As part of the status reporting process, the agency will be updated as to any imminent title issues that will impact the closing of the transactions.

The Real Estate Team shall secure any documentation that the property may have that would correct any errors or omissions in the PTR as well as those documents that may require Title Company review and due diligence for inclusion in the PTR prior to close. The Real Estate Team shall also insure that the proper level of title insurance.

PTR's should be updated every (6) months between the period of time appraisal preparation starts until the transaction is closed. Any changes discovered will be documented and integrated into the escrow closing, as needed.

## **Appraisal**

Coordination of appraisal services will be managed by the Real Estate Project Manager including all necessary sub-consultants such as appraisal review. The Real Estate Team may also perform the fee real estate appraisal services and any necessary professional appraisal reviews.

After obtaining the PTR, a NODA will be sent to the property owner. Moreover, the letter informs the owner of the Agency's intent to acquire the property and provides the opportunity for either the owner or his or her representative to be present during the appraiser's inspection. This letter will inform the owner of their rights and protections afforded by law.

The Real Estate Project Manager shall ensure that the real estate appraiser has copies of the Phase I Environmental Site Assessment (ESA) and, where applicable, Phase II ESA



to ensure that the appraiser considers all potential contamination or presence of hazardous materials, and their effect on the property's market value.

The fee appraisal of commercial properties is anticipated to take between 60 and 90 days. Should a professional review of the appraisal be required, this will take approximately 30 days. For highly complex commercial and industrial properties, an additional four to six weeks should be added to the fee and review appraisal process. All appraisal reports will be submitted to USD for review, which may take up to one month in addition to or in place of the professional review. Upon their review, USD will arrive at the determination of just compensation within two weeks. Typically, agencies do not provide a copy of the full appraisal report to owners based on the advice of their legal counsel. USD is not required to furnish the property owner with a full copy of the approved appraisal report at the time of its written offer. Civil Code of Procedure Section 1263.025 mandates that a property owner may request and obtain a reimbursement of up to \$5,000 for obtaining their own independent appraisal performed by an appraiser licensed by the Office of Real Estate Appraiser's (OREA).

Appraisals over six months old in an active real estate market should be updated before fair market value has been established.

### **Appraisal Review**

USD may elect to conduct a formal professional review of all appraisals. This is recommended on any commercial parcel valued over \$500,000. Once the appraisal review have been completed and concur with the appraisal report on value, The Real Estate Project Manager will review the report to ensure it is in compliance with applicable laws and regulations. After this review and approval, the report will be forwarded to USD for final approval of the valuation with subsequent processing of the Agency's approval for setting just compensation.

Appraisal reviews may be adjusted to support administrative settlements if the justification of the later is based upon substantive changes in the agency's original appraisal analysis. In such cases, if the agency's original fee appraisal is adjusted to accommodate information obtained from the property owner, then a review of the agency's revised fee appraisal would be appropriate.

### **Fair Market Value and Determination of Just Compensation**

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



appraisal and appraisal review processes are designed to ensure that each property owner is presented with an offer that reflects the fair market value of the interest needed for the project. Once USD arrives at a value it believes is 'fair market value', it will make a determination of 'just compensation' and coordinate the preparation of owner offer packages with the Real Estate Team.

Currently there are non-residential displacements expected to require an analysis of the value of the fixtures and equipment impacted by the taking. In such instances, the Real Estate Team will retain a separate fixtures and equipment appraiser to work in concert with the real estate appraiser to properly categorize all realty items whether immovable or movable. The values of improvements pertaining to the realty will be separately appraised from the real estate for ease of making offers to the proper party. The fixtures and equipment appraiser will also provide a list of movable items, and if requested, will provide a value to aid in the relocation process.

### **Negotiations**

USD intends to initiate negotiations for property to be acquired amicably, wherein eminent domain will not be initiated if possible. USD, and/or its contractors will proceed with formal negotiations in accordance with California Law through the following steps:

1. Provide written notification to property owner of USD's interest in potentially acquiring the property and conduct early outreach to determine if a parcel will be able to be acquired through amicable means for properties wherein eminent domain will not be initiated.
2. Written decision or determination to property owner of USD's interest to acquire the property, informing property owner of USD's decision as to whether or not to acquire the property.
3. Notification to owner of a decision by USD to appraise property.
4. Presentation of a formal offer letter signed by USD's General Manager to acquire the property along with a written statement of the basis for determination of just compensation. Each offer will contain a brochure which generally explains the following property acquisition procedures:
  - A. The property owner, or his representative designated in writing, shall be given the opportunity to accompany the appraiser during the inspection of the property.
  - B. It is USD's policy to provide relocation benefits as may be necessary or appropriate for the relocation of residents, or businesses, which may be

displaced because of acquisition of property by USD or by any person having an agreement with or acting on behalf of USD.

- C. If the owner of real property is also the owner of a business conducted on the property to be acquired, or on the remainder, the owner may have a right to an apportionment of the award of just compensation or for compensation for loss of business goodwill. Should a business owner feel they have realized a loss of goodwill, they will be provided with a copy of the pertinent provisions of the Code of Civil Procedure relating to compensation for loss of goodwill along with instructions to assist them with filing a claim. Goodwill claims will be compensated with funds other than from Federal sources.
- D. If the property is acquired, construction or development of a project on the site will be scheduled, to the greatest extent practicable, so that no person lawfully occupying the real property shall be required to move from a dwelling or to move his business or farm operation without at least 90 days written notice from USD from the date the move is required.
- E. After a property is acquired by USD, if USD makes arrangements to "lease back" the property to the previous owner for a short term, or for a period subject to termination by USD, the rental rate will not exceed the lesser of the fair market rental value of the property to a short term occupier or the pro rata portion of the fair market rental value for a typical rental period. Lease rates would be determined by an appraisal of the fair market rent. In these instances, USD would enter into a written lease with the owner. This lease would contain the terms, conditions, rights and responsibilities as permitted under California Landlord Tenant Law. Where a tenant occupant would "hold over" for a period of time defined in the lease prior to be in required to vacate, the rental rate would not exceed the tenant's previous rate.

- 5. Good faith negotiations with the property owner, for an appropriate amount of time, are needed to adequately address all legitimate issues. If the owner is not satisfied with USD's offer of just compensation, they will be given a reasonable opportunity to present relevant material supporting a counter offer for USD to consider.

### **Administrative Settlements**

Any agreement on the value of a particular property interest required for the project that differs from the USD's determination of just compensation shall require an Administrative Settlement. The Administrative Settlement document, drafted by the Real Estate Team, and approved by USD, shall provide a brief detail of the negotiations history, the amount requested above USD's determination of just compensation, and a reasonable justification of the additional amount being requested.





Justification is required in order to ensure the owner was not a party to undue enrichment and to provide rationale to any State or Federal Agency that may provide oversight demonstrating that a reasonable opinion of fair market value has been reached. Updates in market data, a different analysis method employed by the owner, and other relevant factors will be included in the justification. Additionally, agency cost avoidance reasons may be cited such as settling in lieu of delaying the construction schedule or avoiding increased labor, appraisal and legal costs associated with eminent domain proceedings.

### **Closing / Escrows**

The purpose of escrow is to ensure that the title and ownership of properties and property interests acquired by USD are free and clear of liens and encumbrances that will adversely affect the use of the property for the Project. Accordingly, escrow instructions detailing the procedural requirements of clearing and transferring title and administering payment(s) will include the following information: proper identification of the property interests being acquired, a list of enclosures, such as a deed or lease, instructions on the conditions necessary for escrow to close and a title insurance policy to be issued, a statement showing which title exceptions will be accepted by USD, an instruction as to the disposition of taxes and an authorization to pay the proper demands from lien holders and pay the balance to the grantors.

USD expects to utilize the services of a Title Company for the escrow process in addition to the provision of title reports. The agency will require 30 to 45 days from the date escrow is opened to deposit funding into the escrow account. Escrow shall be initiated with the submittal of escrow instructions and copies of the owner and agency executed acquisition agreement. All permanent and temporary conveyance documents will be executed by the property owner and agency representatives within the escrow closing period, prior to the established funding date.

Before the close of escrow, the escrow company will obtain from the grantors their Tax Identification Number, Social Security Number or Federal Employer Identification Number. The Real Estate Team will ensure that all documents and payments required for escrow closing be delivered as scheduled. Finally, when it has been determined that all the necessary instruments to clear title in the manner required by the escrow agreement have been executed and recorded, escrow shall close and taxes shall be pro-rated or properly segregated upon recordation of the deed conveying the property to USD.

### **Condemnation**

Should USD elect to exercise its power of eminent domain and condemn property, the following steps will be required.



Eminent domain proceedings are initiated by submitting an impasse letter and Resolution of Necessity request to the USD for approval. Depending on the sequencing of acquisition, Resolutions of Necessity authorizing condemnation may be prepared for either individual parcels or groups of parcels. The Resolution is prepared by USD's legal counsel, which will also provide assistance in supporting evidence to secure approval. It is a prerequisite of the exercise of eminent domain to attempt to reach an agreement with an owner as to reasonable value of the property, unless the owner cannot be located with reasonable diligence. All reasonable attempts to negotiate a settlement will be pursued prior to litigation.

USD's legal counsel will manage the eminent domain process. Upon USD approval, the Real Estate Team will furnish all relevant documentation to legal counsel for commencement of eminent domain proceedings. USD and the Real Estate Team will provide all necessary support for the presentation of evidence reflecting the position of USD as to the just compensation and attempts to negotiate settlement. USD's legal counsel will maintain all records and keep project staff informed as to the progress of cases. Eminent domain proceedings are anticipated to take from 120 days at the earliest and up to 9 months to obtain possession of the property by court order.

If negotiations are resolved through the eminent domain process, a legal settlement occurs. A legal settlement is defined as such once an eminent domain suit has been filed, an expert witness is hired, and a settlement that exceeds the amount of the approved Just Compensation is proposed and approved based upon new appraisal data from said expert witness. The Legal Settlement shall be in the form of a Legal Memorandum prepared and recommended by the USD legal counsel.

#### **K. Relocation Program**

There currently 5 residential, 10 business and 2 MPP relocations identified at this time. The relocations identified will require a relocation plan. The number of Business or MPPs may increase if it is discovered that there are additional occupants on the properties. Relocation planning, plan implementation, services and benefits to the displacee including the provision of Relocation Advisory Services will be carried out in accordance with the CRAL and the Guidelines.

##### **Relocation Planning:**

This Project will require a relocation plan. In order to prepare this relocation plan, attempts must be made to interview all potential displacees. The plan must be circulated for a 30-day comment period. Upon completion of this comment period, all written comments, and a response to the comment, will be included in the draft plan that is sent to USD's Board for approval.

##### **Relocation Advisory Services:**



At a minimum the Relocation Lead from the Real Estate Team must provide the following advisory services to all displacees.

1. Deliver a General Information Notice (GIN) prior to any offer being made for real estate acquisition.
2. Conduct an eligibility interview prior to serving a Notice of Eligibility (NOE).
3. Prepare and personally present and explain the NOE where possible. Should a displacee not be eligible for assistance, they will receive a Notice of Non-eligibility.
4. Prepare and distribute a 90-Day Notice to Vacate, and where applicable, a 30-Day Notice and other reminder notices related to the vacate date of each displacee.
5. Provide referrals to replacement housing and business locations.
6. Inspect replacement housing to ensure it is Decent, Safe, and Sanitary (DS&S).
7. Provide the Households with relocation counseling services to assist them in making good decisions to plan their move.
8. Coordinate moves to replacement locations.
9. Assist with the completion and filing of any needed relocation claims and appeals forms if necessary.
10. Document receipt of all required notices, replacement site referrals provided, signed claims and receipts of payments, and demonstration of advisory services and relocation assistance provided to displacees in the relocation file of each displacee.

### **Residential Relocation Compensation:**

#### ***Replacement Housing Assistance Payment***

Eligible households would be eligible to receive a rent differential payment. This payment shall be based on the monthly differential between the rent for a comparable replacement housing unit and the lesser of 30% of the gross income of the household (ability to pay), or their displacement rent and utility costs. This monthly differential shall then be multiplied by forty-two (42) months to derive the maximum eligible replacement housing benefit. The actual rent differential payment the eligible household would receive would be based on the differential between the actual contract rent and utilities' costs at the replacement unit and the lesser of 30% of the gross income of the Household or their displacement rent and utility costs. The table below provides a



sample calculation of this payment.

### Example Computation of Rent Differential Payment \*

1. Rent of Displacement Unit	\$800	Displacement Rent plus Utility Costs
Or		
2. Ability to Pay	\$750	30% of the Gross Household Income
3. Lesser of lines 1 or 2	\$750	
Subtracted From:		
4. Actual New Rent	\$950	Actual New Rent including Utility Allowance
Or		
5. Comparable Rent	\$1,000	Determined by Agency; <u>includes</u> Utility Allowance
6. <u>Lesser</u> of lines 4 or 5	\$950	
7. Yields Monthly Need:	\$200	Subtract line 3 from line 6
8. Rental Assistance	\$8,400	Multiply line 7 by 42 months

*\*Note: This is a sample case only and is not reflective of actual market conditions.*

### **Moving Assistance**

Households will be able to choose between having a professional moving company perform their move at USD's expense, or receive a fixed payment to conduct a self-move. The Relocation Team shall meet with each Household to explain the moving assistance services that shall be made available to them. Each Household shall also have the option to receive a fixed move payment (the "FMP") based on the current number of moveable rooms containing personal property at the displacement unit to conduct a self-move in lieu of having a professional mover relocate their personal property. The current federal FMP schedule for the state of California is presented in the following Table. A household that elects to receive the FMP shall not receive moving compensation for costs such as labor, boxes and other packing materials, utility transfers, or other costs related to the physical move, because the intent of the FMP is to provide funds to the household to pay for all costs associated with the move.



### Federal Fixed Move Payment Schedule

# of Moveable Rooms	Typical Unit Size Equivalent	Payment Amount
3 Rooms	Typical 1 BR	\$1,165
4 Rooms	Typical 2 BR	\$1,375
5 Rooms	Typical 3 BR	\$1,665
6 Rooms	Typical 4 BR	\$1,925
7 Rooms	Typical 5 BR	\$2,215
Additional Rooms	i.e. garage or other storage	\$265

### Non-residential Occupant Moving Expense Payments

Relocation benefits shall be provided to any displaced non-residential occupants pursuant to state relocation law. Eligible non-residential occupants may receive a relocation payment to cover the reasonable cost of moving their personal property to their replacement site.

The non-residential displacees shall have 2 options:

- (A)** A payment for actual reasonable and necessary moving and related expenses;

**Or,**

- (B)** A fixed payment in lieu not to exceed Twenty Thousand and No/100ths Dollars (\$20,000).

### **Payment for Actual Reasonable and Necessary Moving and Related Expenses**

This payment may include the following:

- a)** Transportation of persons and property from the present location to the replacement location (transportation costs are limited to a distance of fifty (50) miles);
- b)** Packing, crating, uncrating, and unpacking personal property;
- c)** Disconnecting, dismantling, removing, reassembling, and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby, and modifications necessary to adapt such property to the replacement structure, or to the utilities, or to adapt the utilities to the personal property;
- d)** Storage of personal property generally for up to 12 months, at USD's discretion;



- e) Insurance of personal property while in storage or transit and, the replacement value of property lost, stolen, or damaged (though not through the fault or negligence of the displaced person) in the process of moving;
- f) Subject to certain limitations, any license, permit or certification required by the displaced business, to the extent that the cost is necessary for reestablishment at the replacement location;
- g) Subject to certain limitations, reasonable and pre-authorized professional services, including architects', attorneys', engineers' fees and consultants' charges, necessary for: **(1)** planning the move of the personal property; **(2)** moving the personal property; or, **(3)** installing the relocated personal property at the replacement location;
- h) Subject to certain limitations, the purchase and installation of substitute personal property limited to the lesser of: **(1)** the estimated cost to move the item to the replacement location; or, **(2)** the replacement cost, less any proceeds from its sale;
- i) Subject to certain limitations, modifying the machinery, equipment or other personal property to adapt it to the replacement location or to utilities available at the replacement location or modifying the power supply.
- j) Actual direct losses of tangible personal property resulting from moving, or discontinuing a business or non-profit organization, *not-to-exceed* the lesser of:
- k) The fair market value of the tangible, personal property for continued use at its location prior to displacement; **or**,  
An amount equal to the reasonable expenses that would have been required to relocate the property, as determined by HACOS, subject to certain limitations;
- l) Actual, and reasonable expenses incurred in searching for a replacement business location, *not-to-exceed* One Thousand and No/100ths Dollars (\$1,000.00).
- m) Actual, and reasonable expenses necessary to reestablish a displaced small business at its new location, *not-to-exceed* Ten Thousand and No/100ths Dollars (\$10,000.00). Examples of expenses that may be considered for reimbursement include advertising, redecoration and certain increased costs of operation at the new location.

### **Fixed Payment In Lieu of a Payment for Actual Reasonable Moving and Related Expenses**

The amount of this payment shall be based on the *average, annual net* earnings of the business. The payment to an eligible business may neither be less than One Thousand (\$1,000.00), nor more than Forty Thousand (\$40,000.00). To qualify for this payment a displaced business:



- A) Cannot be a part of a commercial enterprise having *at least* 3 other establishments which are *not* being displaced as part of the Project, and which is under the *same ownership* and engaged in the *same, or similar* business activities;
- B) Must *not* be able to relocate without substantial loss of patronage; and,
- C) Must have contributed *at least* thirty-three percent (33%) of the owner's total gross income during each of the 2 taxable years *prior to* displacement, or meet specific earnings criteria.

#### **L. Document Control**

All original acquisition and relocation documents including but not limited to the Statement of Just Compensation, Offer Letter, Purchase Agreement and other original documents shall be maintained by USD at their office located at 5072 Benson Road in Union City, CA. The Real Estate Team shall submit all signed original documents to USD under a detailed transmittal sheet within five (5) days after documents are signed by the appropriate party including but not limited to acknowledged offers and purchase agreements.

The Real Estate Team shall maintain a hard copy or electronic copy of each acquisition and/or relocation file throughout the acquisition and/or relocation process.

USD shall maintain all original contracts and individual parcel information for the duration that USD owns the parcel. General project information shall be stored at USD for 5 years following project closeout. A more detailed description of the Document Control policies and procedures can be found in **Appendix E** of this plan.

A Document Controls Plan is provided on the following page.





### **Real estate Document Control Plan**

Parcel File Content and Organization:

Acquisition files at a minimum will include the following:

1. Parcel diary
2. Notice of Decision to Appraise and verification of delivery of Acquisition Policies Brochure
3. Title VI – Non Discrimination Disclosure
4. Appraisal
5. Real estate mapping, legal descriptions and plat maps
6. Review appraisal and recommendation of just compensation
7. Certification of Just Compensation signed by agency
8. Preliminary title report
9. Offer package, appraisal summary statement
10. Property owner correspondence
11. Administrative settlement justification memos (if applicable)
12. Eminent domain recommendation memos (if applicable)
13. Property Acquisition Agreement
14. Recorded Conveyance Deed(s)
15. Environmental Assessment Reports
16. Escrow instructions and closing documents
17. Title clearance documents
18. Policy of Title Insurance
19. Technical Reports (if applicable)

After completion of the acquisition activities, the Real Estate Acquisition Agent will submit their closed parcel files to the Real Estate Project Manager for review. The Real Program Manager will review and approve the file prior to submitting to USD for their acceptance. This will facilitate a proper audit of the files prior to the release of the Real Estate Team from their responsibility and give USD the opportunity to completely merge their files with that of the Real Estate Team to ensure a thorough and complete record of the acquisition of a particular parcel.



## **M. Property Management**

USD will need to identify the responsible party for managing properties as parcels become vacant. This function could be filled by the Real Estate Team. It is anticipated that property management will be required to assure that debris removal and weed abatement are carried out as needed prior to construction. Additional services such as security, leasing and maintenance services may become necessary in the future, which may require USD to contract with a property manager. A more detailed description of USD's approach to property management policies and procedures can be found in **Appendix E** of this plan.

A Property Management Implementation Plan is provided below.

### **Property Management Implementation Plan**

In cases where tenants, whether carry-over or new, are in occupancy of USD-owned property, USD's property management agent will perform property management services in accordance with USD's approved policies. These functions will include, but are not limited to, periodic inspections of the property, collection of rents, issuance of notices to vacate, property maintenance, management of contaminated properties and physical control and security. All USD property shall be maintained in a clean and orderly condition that does not detract from the general appearance of the neighborhood. If this condition does not exist, appropriate corrective measures will be taken to improve the property's appearance.

The following is a general course of actions that the USD property manager may carry out as the property management agent or delegate to a property management agent.

1. Property management agent to meet with USD and finalize the scope of services to be provided. This includes the expectations for both the property management agent and property services contractors such as weed abatement, and any current issues expected to be carried over after the start of management.
2. Where applicable, property management agent to meet with the exiting property manager prior to the management transfer date to receive items such as the rent roll, security deposit log, current leases, tenant files, vendor and utility list, keys, operating and capital budgets, pending work orders and other pertinent information.
3. Property management agent to perform an audit of the current leases to ensure that they are valid, to note any issues and to verify upcoming termination dates.
4. Property management agent shall calculate rental rates. Carry-over tenants will be charged the same contract rent they were paying to the former property owner unless negotiated otherwise. Economic rent will be determined by either

an appraisal of the property or another market rent analysis, and will then be compared to the contract rent. An upward adjustment may be made if the contract rent is below the current economic rent and the carry-over tenant will remain on the property for more than three months. Rental rates for all other USD-owned properties that do not have carry-over tenants will generally be a percentage of the subject property's fair market value, as determined by a current appraisal, or negotiated based on a survey of comparable licensed properties in the area.

5. Property management agent to set up the current tenants in property management agent's accounting system and send initial notices. Notices will inform tenants of the change in management, provide address information and envelopes for subsequent rent payments, and provide telephone contact information.
6. Property management agent to confirm the USD contact to submit monthly account reconciliations.
7. Property management agent to contact utility companies with change of management information, and current vendors to provide new contracts, W-9's, and certificates of insurance.
8. Property management agent to execute current vendor contracts and request USD and the managing agent are placed as additionally insured on original insurance certificates to be held by property management agent.
9. Property management agent to visit each property to inspect for necessary repairs, confirm operating and capital budget scopes, and meet with key tenants.
10. Property management agent to revise current operating and capital budgets as necessary and submit for approval.
11. Property management agent to contact appropriate property services vendors to set up each property in that vendor's work-order system. Provide contact protocols for each property to the 24/7 emergency dispatch service.
12. Property management agent or appropriate property service's vendor to perform regular property inspections. Property management agent to meet with tenants based on the requirements established by USD.
13. Set up a project file for each property containing details, communications, inspection logs, vendor contracts, etc. available for possible future audits.
14. Should improvements on property require demolition, the property management agent shall work with the USD to develop the scope of work required and contract with the appropriate vendor.



## **N. Excess Property Inventory and Utilization Plan**

**Excess Property Inventory List and Plan** - Should a property or properties acquired for the Project no longer be needed for their intended use, USD shall prepare and maintain an excess property inventory list and utilization plan. The inventory list will give the property a parcel identification number and include, at a minimum, the following,

- The property location including address and/or assessor parcel number,
- Summary of title conditions,
- Original acquisition cost,
- Appraised value and date of value,
- Description of any improvements,
- Current use of property, and
- The anticipated disposition or alternate use/action proposed

**Disposition Alternatives:** Several disposition alternatives are available in cases where the grantee determines the real property is no longer needed. Properties pending disposal shall be valued by being appraised to establish the valuation.

Acceptable disposition methods include the following,

- Offset to cost of replacement property with net proceeds of excess property sale,
- Sell and use proceeds for other capital projects,
- Sell and keep proceeds in an open project,
- Transfer to another Public Agency for a non-transit purpose,
- Sell on open market, or
- Joint development

As a California Public Agency, USD shall ensure that it complies with California Government Code Section 11011. Pursuant to this code, USD shall first make excess property available to the property in which USD acquired it from. Should the owner not have an interest in acquiring it back from USD then USD shall make the property available to other public agencies and adjacent property owners.

## **O. Project Close Out**

At the time the "closed" transaction file is sent to USD, the acquisition and relocation field files will be consolidated with the office file, duplicative information will be removed, and standard file organization and QA/QC review will be performed.



**P. Real estate Certification**

Should a certification be required for a specific funding source be required, the Real Estate Team shall prepare that certification.

**Certification Approval Authority**

USD's General Manager will be the approving authority for the Real estate Certification.

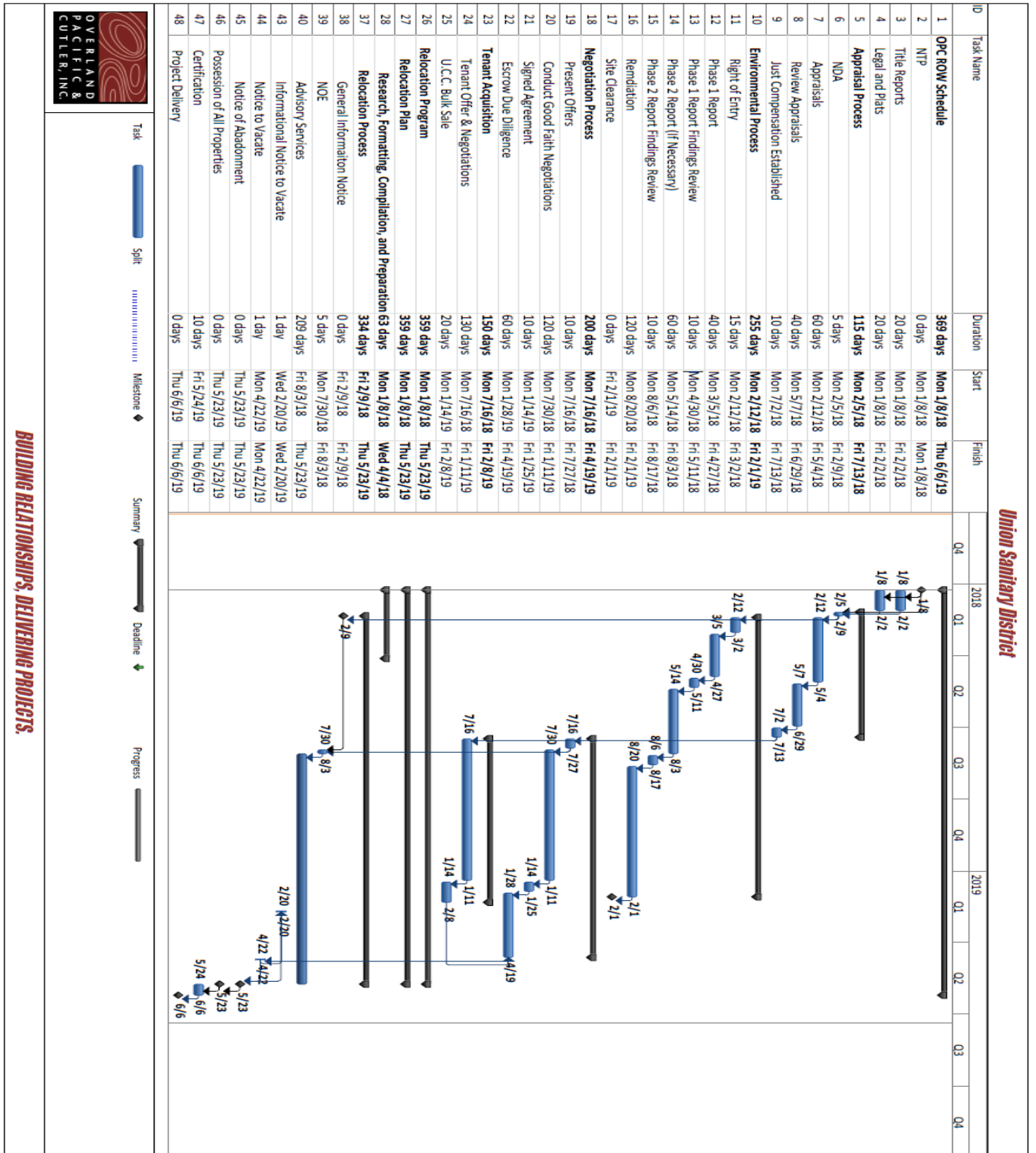
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## **APPENDICIES**



## APPENDIX A – PROJECT SCHEDULE







## **APPENDIX B – REAL ESTATE COST ESTIMATES**

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### **Real Estate Cost Estimate**

The cost estimate for the project will detail each Tract with Acquisition Cost and Relocation Cost. Other soft costs will be included. The estimate will be in a future iteration once acquisition types and needs are determined.



## **APPENDIX C – PARCEL IMPACTS**

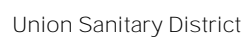
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To be added at further iteration.

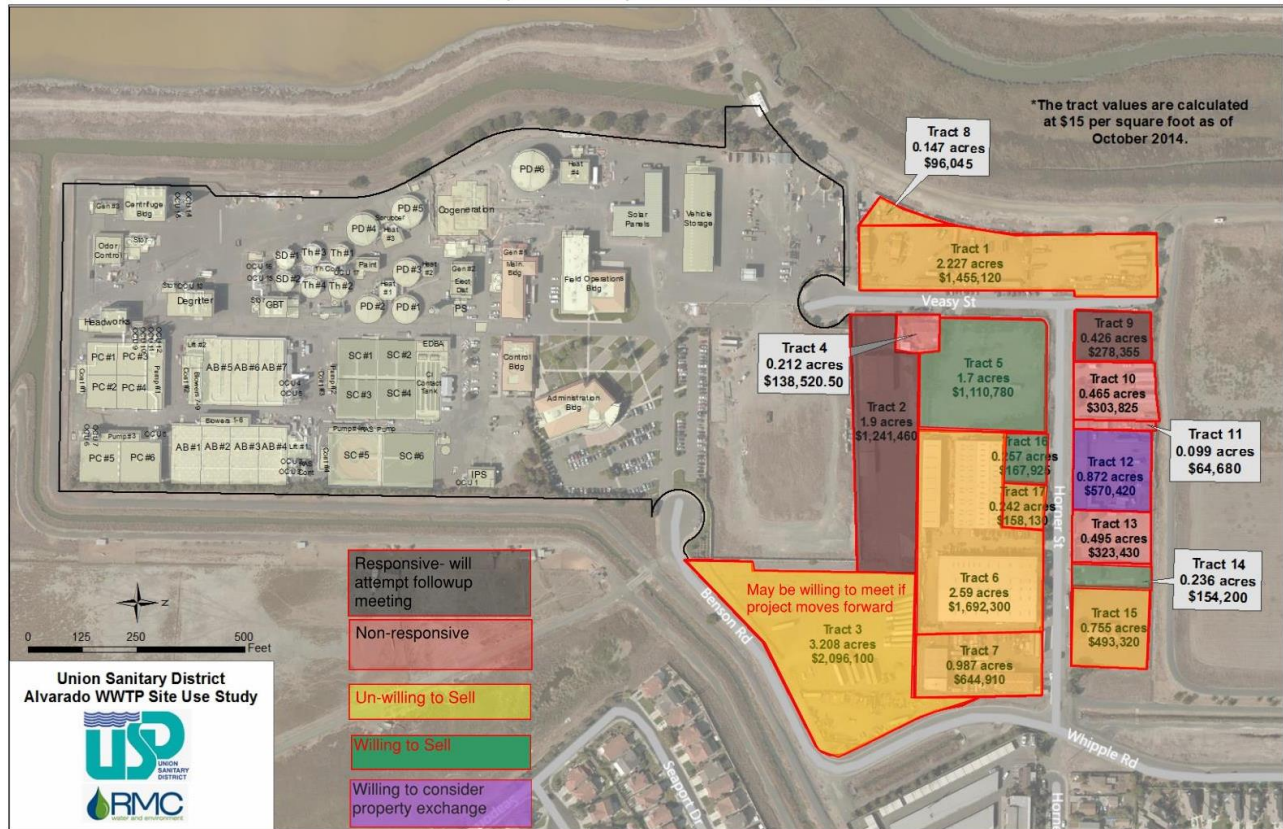
## APPENDIX D – REAL ESTATE MAPS



FPC No. 547-03 | Alameda County, California | Tel: 925-942-5500, Fax: 925-942-5501, Email: info@fpcal.com









## **APPENDIX E – DRAFT RESOLUTION OF AUTHORIZATION**

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**RESOLUTION NO. \_\_\_\_\_**

**UNION SANITARY DISTRICT  
BOARD OF DIRECTORS**

WHEREAS, Union Sanitary District, is authorized to implement facility and operation upgrades to the Alvarado Wastewater Treatment Plant;

WHEREAS, Union Sanitary District desires to acquire the real property interests and address all real estate issues as required for construction of said project;

WHEREAS, Union Sanitary District desires to facilitate expeditious delivery of all real estate requirements for said project, as well as adhere to all applicable Federal, State and Local laws, requirements and procedures for said public project's real property acquisition;

NOW, THEREFORE, It is hereby resolved the Union Sanitary District hereby authorizes, **Paul R. Eldredge, General Manager**, to approve and/or accept the following as it relates to the Real estate requirements for the Alvarado Wastewater Treatment Plant ETSU Program:

1. Approve Appraisals establishing fair market value of properties required for the above-referenced project;
2. Set and Approve Just Compensation for all property rights required for the above-referenced project;
3. Approve and Accept justified counter-offers (administrative settlements) for all property rights required for the above-referenced project;
4. Approve and Accept, on behalf of the District, all transfer documents required for acquisition of the above-referenced project's property rights;
5. Approve and Accept, on behalf of the District, any and all Agreements with any City, Public Agency or Public Utility, required for the above-referenced project, including but not limited to funding obligations;
6. Approve and Accept all documents required for the above-referenced project, including but not limited to, Rights of Entry, Real estate Agreements, Deeds, Escrow Instructions, Administrative Settlements, Lease Agreements, etc.;
7. Approve and Authorize all payments necessary to acquire the property rights required for the above-referenced project;
8. Approve and Execute, on behalf of the District, all transfer documents and Purchase Agreements required to sell or transfer property designated as excess to the needs of the above-referenced project;
9. Approve and Execute the "Real estate Certification," providing a statement summarizing the status of all real estate related matters pertaining to the above-referenced project; thereby, authorizing advertisement for project construction.



It is further understood and agreed that in the event initiation of the Eminent Domain process is required for acquisition of any properties for the above-referenced project, all Resolutions shall be processed and approved by this Board.

This authorization shall remain in effect until \_\_\_\_\_ or the end of the project referenced herein, whichever comes first.

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**CERTIFICATION:**

I do hereby certify that the foregoing is a full, true and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the UNION SANITARY DISTRICT held on \_\_\_\_\_. (Seal)





**APPENDIX F – DRAFT USD POLICIES AND PROCEDURES**

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**USD  
DRAFT  
REAL ESTATE  
POLICIES AND PROCEDURES**



## **INTRODUCTION**

This Document contains the Policies and Procedures written for use by USD's Real Estate Team in delivery of the real estate requirements for USD projects. The Policies and Procedures identified in this document will apply to all public acquisitions required for USD projects, including property rights required for Real Estate purposes, as well as Non-Real Estate mitigation purposes. This Policies and Procedures Manual is consistent and in compliance with State and Federal laws governing the acquisition of private property for public purposes.

The USD General Manager or the Real Estate Program Manager may update this Policies and Procedures document, as needed.

### **Objective:**

The objective of this plan is to provide a reference and procedure for delivery of all USD deliverables in a timely, consistent and quality manner, and to ensure adherence to all current, required laws and regulations affecting Real Estate delivery.

A second objective of this process is to create a well-documented "trail" of the Real Estate process. A complete, documented parcel appraisal, parcel acquisition file and parcel relocation file should be a by-product of this process.



## **ROLES AND RESPONSIBILITIES**

### **USD General Manager**

Overall Project Delivery Responsibility  
Delegated authority for approving and contracting Real estate needs, such as; approve appraisals; set and approve just compensation; approve/accept justified counter-offers; approve/accept transfer documents required for the project; approve/accept Agreements related to the project; approve/accept documents required for the project; approve/authorize payments necessary; approve/execute property transfer documents; and approve/execute the necessary Real estate Certification.

### **USD General Counsel**

Initiate/complete the Eminent Domain process, if required  
Communicate legal requirements and/or recommendations to Agency  
Review/approve Master Real estate Agreement language

### **Property and Excess Land Sales Manager**

Manage interim ownership of properties to be leased or sold during or upon completion of project, including rental agreements, rent collection, property maintenance and excess land sales  
Manage demolition and clearance of improvements, as needed  
Maintain an inventory of all properties pending sale

### **Real Estate Program Manager/ Real Estate Project Manager**



Project Management, Budget  
Control, Timely Project Delivery  
Adherence to Law/Requirements  
Stakeholder Communication  
Status Updates  
Qualified consultant will  
control/track project delivery  
Provide project status updates  
Process/monitor escrows and RAP  
payments  
Process file close out/checklist  
Qualified consultant will discuss and  
provide Agency FWO requirements  
to Acquisition Agent  
Review acquisition/rap file for  
closeout/audit/checklist

**Agent**

Qualified consultant will  
prepare/submit First Written Offer  
(FWO) Package  
Communicate property owners'  
issues (if any) to Agency,  
When closed, process for closeout  
with checklist

Qualified consultant will provide  
relocation and advisory services;  
Deliver appropriate and timely  
notices to the Displacees; Process  
Claims for Payment; Perform DS&S  
Inspections; Verify vacate date  
Qualified consultant will ensure  
documents are referenced  
appropriately  
Ensure file has correct close-out  
tabs, copies made and sent to  
Agency



**Appraiser**

Qualified consultant will  
prepare/Complete Appraisal  
Submit To Review Appraiser

**Review Appraiser**

Qualified, independent review  
appraiser/consultant will  
review/Comment/Approve  
Appraisal – Certify to Same

**Replacement Housing  
Valuation (RHV) Agent**

Prepare Replacement Housing  
Valuation for Residential Displacees  
(cannot be RAP agent)



## **AUTHORITIES AND DELEGATIONS**

### **Authorities:**

- Under Public Utilities Code Section 25771, USD has the statutory right for acquiring and disposing of property.
- Under Public Utilities Code Section 25806, USD has the statutory authority to enter into agreements for the joint use of any property and rights by the district and any city, public agency or public utility operating the transit facilities.

### **Delegations:**

USD BOARD has granted authority to PAUL R. ELDREDGE, GENERAL MANAGER, to approve and/or accept Real estate responsibilities as detailed, but not limited to, the following:

1. Approve Appraisals establishing fair market value of properties required for the above-referenced project;
2. Set and Approve Just Compensation for all property rights required for the above-referenced project;
3. Approve and Accept justified counter-offers (administrative settlements) for all property rights required for the above-referenced project;
4. Approve and Accept, on behalf of the District, all transfer documents required for acquisition of the above-referenced project's property rights;
5. Approve and Accept, on behalf of the District, any and all Agreements with any City, Public Agency or Public Utility, required for the above-referenced project, including but not limited to funding obligations;
6. Approve and Accept all documents required for the above-referenced project, including but not limited to, Rights of Entry, Real estate Agreements, Deeds, Escrow Instructions, Administrative Settlements, Lease Agreements, etc.;
7. Approve and Authorize all payments necessary to acquire the property rights required for the above-referenced project;
8. Approve and Execute, on behalf of the District, all transfer documents and Purchase Agreements required to sell or transfer property designated as excess to the needs of the above-referenced project;
9. Approve and Execute the "Real estate Certification," providing a statement summarizing the status of all real estate related matters pertaining to the above-referenced project; thereby, authorizing advertisement for project construction.

## **ROW PROCEDURES**





## **KEY DELIVERABLES/MILESTONES**

The USD General Manager and Project Manager will plan, schedule and monitor all appraisal, acquisition and relocation activities.

Listed below are the sequential steps in the ROW Acquisition process, which may or may not always be required:

- (1) Order Preliminary Title Reports
- (2) Notice of Decision To Appraise Letter (NODA) to Property Owner
- (3) Secure Permits to Enter
- (4) Survey Staking requests
- (5) Appraiser Inspects the Property
- (6) Appraisal Preliminary Research (Appraisal Process 50% Complete)
- (7) Appraisal Draft (Appraisal Process 95% Complete)
- (8) Appraisal Delivered
- (9) Appraisal Review
- (10) USD Review
- (11) USD approval to acquire
- (12) First Written Offer (FWO)
- (13) Administrative Settlement Process
- (14) Change Requested ROW (Design Issue)
- (15) Revise Plats and Legal Description
- (16) Revise Appraisal For Each Property
- (17) USD Review Proposed Request for Revision/Information (RFR/RFI)
- (18) USD Approves/Responds to RFR/RFI
- (19) Settlement to Escrow, Record Deed, Escrow Closed
- (20) Request Condemnation
- (21) USD Legal Counsel processes requests Resolution of Necessity
- (22) USD Board Adopts Resolution of Necessity
- (23) USD Requests Suit
- (24) USD Legal Counsel Prepares Suit/Order Possession
- (25) Obtain Order for Possession
- (26) USD Legal Counsel Files and Serves Suit/OP



- (27) Order for Possession Effective
- (28) USD General Manager process/sign ROW Project Certification

**Refer to attached Exhibit B for Flow Chart detailing the above process.**

Listed below are the sequential steps in the Relocation Process:

- (1) Conduct Relocation Interview
- (2) Send General Information Notice
- (3) Deliver Notice of Eligibility
- (4) Provide Relocation Advisory Assistance
- (5) Request Replacement Housing Valuation (RHV), when appropriate
- (6) USD approve RHV, when applicable
- (7) Deliver RHV and Entitlement Letter to Residential Displacee or Entitlement letter to other Displacees
- (8) Deliver 90-day/30-day notice to vacate, when required
- (9) Receive/process Displacee's claim for RAP expenses/reimbursements
- (10) Perform DS&S inspection of replacement dwelling and deliver check
- (11) Verify Vacate Date

Listed below are the sequential steps in the Property Management Process:

- (1) Identify/inventory and develop a Utilization Plan for all property that is not required immediately for the project;
- (2) Secure rental agreements, if necessary;
- (3) Clear and demolish improvements, as necessary;
- (4) Collect rents, document income and maintain property during interim ownership;
- (5) Determine if excess property necessary, consider disposition alternatives and secure valuation of subject property, then process according to Plan.



## REAL ESTATE ACQUISITION PROCESS

### APPRAISAL

*USD Consultant will provide the appraisal process, detailed as follows:*

The appraisal process begins upon receipt of title reports, plans, appraisal maps or plats and legal descriptions (P/L) from the Project Survey Company as follows:

- Appraiser receives a parcel assignment.
- Parcels are normally grouped into contiguous geographical areas.
- Property owner (identified in the assessor's records) is sent a Notice of Decision to Appraise (NODA) letter inviting property owner to accompany the Appraiser during the inspection of the property.
- Appraiser will:
  1. Request staking of acquisition area prior to field inspection with owner.
  2. Conduct a field inspection of the property, which includes subject photographs.
  3. Prepare a Request for Information (RFI) to be processed through the ROW Project Manager when owner and/or appraiser encounter questions specific to project scope, design, construction and/or timelines.
  4. Gather zoning, neighborhood, and other information related to the property.
  5. Conduct a market search to locate sales of comparable properties.
- Appraisal is reviewed by a Review Appraiser, ensuring adherence to all required laws/regulations, and modified as required.
- Completed, reviewed appraisal will be transmitted to USD for review and recommendations.
- USD will issue approval and authorization for acquisition.

### PARCEL DIARY

All contacts made by the Appraiser and Land Agents must be recorded in a Parcel Diary. The purpose of the Parcel Diary is to record all contacts and efforts by USD's consultants to acquire the assigned parcel. The Appraiser shall initiate the first Parcel Diary entries.

### GENERAL APPRAISAL CRITERIA



- All appraisals must conform to CRAL and the Guidelines.
- Appraisals may not include any payment of Relocation Assistance (RAP) benefits or consider that such relocation payments will be made.
- Properties must be independently appraised and each report must be signed by the individuals preparing the appraisal and include the appropriate certification prior to submittal for review.
- Documentation by reference is acceptable when the referenced material is in the files.
- Qualifications of Appraisers and technicians contributing to the report must be in the file or in the appraisal report. Appraisers must be State Certified. Appraisals must be consistent with the Uniform Standards for Professional Appraisal Practice (USPAP).
- Appraisal and acquisition of real property by public or private agencies having the power of eminent domain is governed by a body of laws, regulations and policies that are primarily contained in the Federal and State Uniform Relocation Assistance and Real Property Acquisition acts (Uniform Act). The Uniform Act describes in detail each of the actions required for the purchase of real property rights required for public projects. The procedures detailed in this Document are in conformance with California Code of Regulations.

## CRAL REQUIREMENTS

1. Real property must be appraised before the initiation of negotiations.

The Local Agency must have an approved appraisal before the initiation of negotiations and the approved appraisal must be reviewed by a qualified Review Appraiser.

The appraisal must meet the applicable minimum appraisal requirements. There are two (2) exceptions when an appraisal is not required. An appraisal is not required if the owner is donating the property and releases USD from the obligation, or if the appraisal consultant, with approval of USD, determines that an appraisal is unnecessary, and a waiver valuation can be used.

If the valuation problem is uncomplicated and the fair market value of the parcel or right acquired is estimated at **\$10,000 or less**, the CRAL provides that just compensation can be established using a "Waiver Valuation." This alternative, informal process means that an appraisal report is not necessary; the same person(s) may both estimate the value and negotiate with the landowner to acquire it; and no independent appraisal review of the valuation is required. In summary, a Waiver Valuation requires substantially less time and effort than a full appraisal.



**Note:** A Waiver Valuation cannot be used to support condemnation proceedings. Thus, if an unwilling seller is encountered and an impasse in negotiations is reached, an appraisal will be required prior to proceeding with the eminent domain process. A new offer will need to be made based on that appraisal, both adding time and cost to the acquisition of that parcel or easement.

2. Disregard any decrease or increase in value due to the public improvement.

Any decrease or increase in the market value that may have occurred as a result of the public improvement or its likelihood prior to the date of valuation must be disregarded by the Appraiser, except physical deterioration within the reasonable control of the owner.

When property values go up or down because of the proposed public improvement, the Appraiser must disregard such changed value when estimating the before value, but not in estimating the after value as permitted by State law.

3. Offer to purchase uneconomic remnants.

The Appraiser should consider the possibility of uneconomic remnants and USD must offer to buy any remainder that is of little or no value or utility to its owner. A remnant parcel can have a substantial value and still be an uneconomic remainder to the owner.

4. Separate damages from value of property taken.

The Appraiser must separately state damages to the property remaining and value of the property taken.

5. Appraise all buildings, structures and improvements.

The Appraiser must value all buildings, structures and improvements, including those owned by tenants, as part of the real property if it is required to be removed or will be adversely affected, such structures are to be considered as part of the real property.



6. Tenant-owned buildings, structures and improvements.

These must be appraised as part of the real property based on their contributory value as if they could remain in place, or their value for removal (salvage value), whichever is greater.

Lease terms will be disregarded that require tenant to remove buildings, structures or improvements and appraised as if they could stay through their usual life as extended by normal maintenance.

7. Appraise equal interest in all buildings, structures and improvements.

If USD acquires any interest in real property it must acquire an equal interest in any buildings, structures and improvements located upon the real property, which USD will require to be moved or will be adversely affected.

This applies since the Uniform Act states that the buildings, structures and improvements shall "be deemed to be a part of the real property to be acquired". This also applies to tenant-owned buildings, structures and improvements located upon the real property, even if tenant is required by lease to remove them at the end of the lease.

The buildings, structures and improvements are to be valued at contributory value as part of real property, or value for removal, (salvage value) *whichever is greater*.

8. Separate tenant's interest in appraisal

When there is a disagreement as to ownership between the fee owner and tenant, USD must make a separate offer to tenant for tenant-owned buildings, structures and improvements and that value must be separated in the appraisal.

Note: This does not require a separation of tenant's leasehold interest unless required by state law or federal requirements.



## **APPRAISAL REVIEW**

The Review Appraiser will examine each parcel appraisal to ensure that the appraisal meets applicable requirements of Federal and State laws and regulations. The Review Appraiser approves an acceptable appraisal as to Fair Market Value and signs a certification documenting this fact. USD will conduct the final review and approval of the appraisal for acquisition.

The Federal Uniform Act requires an independent Review of the Appraisal must be conducted. Appraisals more than \$10,000 will be reviewed by an independent reviewer.

## **APPRAISAL APPROVAL**

USD General Manager is authorized and will establish just compensation, obligate funds for the approved value and issue written authorization to proceed with the acquisition. The written authorization will be forwarded to the Real Estate Team before the acquisition process can proceed. The final appraisal shall be organized and submitted to USD per the standard Appraisal Documents checklist and Project Summary.





## ACQUISITION

**USD Consultant will provide the Acquisition** Process, detailed as follows:

Upon receipt of authorization to proceed with the acquisition, the project parcels will be assigned to USD Qualified Real Estate Team's Acquisition Agents.

The ROW acquisition process shall begin with a review of the project concept, plans and design with the USD Project Team. This process will include design consultants, preparation and review of documents including review of the appraisals, title reports, maps and descriptions of the required parcels. The Acquisition Agent shall conduct a project field review with the Project Manager, Appraiser, and other designated persons.

The Acquisition Agent shall meet with QA/QC Coordinator or Project Manager to discuss and prepare USD's approved, master Agreement For Purchase, Deed or other conveyance document, and all other documents to complete the acquisition process, with master document formats established and approved by USD (see *Addenda for sample list of master documents*); and meet with property owners to present the First Written Offer and schedule follow up meetings with the property owners as needed.

The First Written Offer shall include the following:

DOCUMENTS	NUMBER OF COPIES
Offer Letter	1
Summary Statement Relating To Purchase of Real Property Or An Interest Therein	1
Statement and Summary of the Basis for Appraisal (Valuation Summary)	1
Agreement For Purchase of Real Property	3
Grant Deed and/or Easement Deeds	1
Temporary Construction Easement (TCE) (included in agreement for purchase)	1 (if applicable)
Escrow Instructions to Title Company	1
Copy of Preliminary Title Report	1



## **NEGOTIATION PROCEDURE**

The property owner shall be given reasonable opportunity to consider the acquisition offer, to present material which the property owner believes is relevant in determining the value of the property to be acquired, and to suggest modification of the proposed terms and conditions of the Agreement for Purchase.

The number of contacts between the Acquisition Agent and the property owner shall depend upon the individual situation, including the progress of negotiations.

**Each such contact shall be documented in the Acquisition Parcel Diary.**

The acquisition offer shall not be less than the approved appraisal of the Fair Market Value of the parcel to be acquired, including the value of allowable damages or benefits to any remaining portion of the Ownership. The amount established shall be the amount of the First Written Offer.

The amount of just compensation is established by USD, through delegated authorization of their General Manager. This amount is not less than USD's approved appraisal of Fair Market Value that:

- Disregards any decrease or increase in the Fair Market Value of the real property taken due to the Project.
- Separately states the just compensation for real property to be acquired and the amount of damages, if any.
- Identifies and includes allowable benefits.
- Considers whether or not the remaining property after the acquisition is an uneconomic remnant.
- Includes compensation for all buildings, structures and other improvements located upon the property which are required to be removed, including such buildings, structures, and other improvements owned by a tenant, even if classified as personal property under local law and includes:
  - The Fair Market Value of such buildings, structures, and improvements as part of the real property or,
  - The Fair Market Value of tenant-owned improvements for removal from the real property or salvage value, whichever is greater, and
  - Does not include any allowance for Relocation Assistance Benefits.



State laws require the property owner be paid just compensation when the Government acquires private property. Approved appraisals shall be reviewed and approved and states that USD shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the fair market value of the property, taking into account the value of allowable damages or benefits to any remaining property. The USD official (General Manager) must establish the amount believed to be just compensation. The property owner will be provided an offer of just compensation based on the appraisal, the appraisal review and the appraisal approval by USD.

All discussions with the property owner shall be directed in a manner to accomplish the end result; that the property owner receives just compensation which is just and fair to the public; that consideration and patience is extended to the property owner; and to develop a feeling of confidence and respect by the property owner toward USD and its employees.

All offers made shall represent the best and most current estimate of Fair Market Value determined through sound, approved appraisal, and acquisition practices.

As a general guideline, the Acquisition agent should make a minimum of three (3) contact attempts, which can be personal contact, letter or phone. Owner contacts must continue until a settlement has been reached or legal action (condemnation) makes further contacts inappropriate. USD will allow ten (10) weeks as an appropriate duration for the negotiation process. The Acquisition Consultant will terminate all property owner contacts upon initiation of condemnation.

As part of presenting USD's offer of just compensation to the owner and the owner accepting the offer, the Acquisition agent will provide full information regarding the role of USD, their acquisition procedures, the necessity for the proposed ROW, project design information and how the proposed improvement will affect the owner's property.

## **NEGOTIATION PROCESS**

- A. Owner accepts First Written Offer (closes the negotiation process).
- B. Owner rejects the First Written Offer:
  - 1. Owner refuses to make counter offer (creates an impasse).
  - 2. Owner makes counteroffer or provides additional information to consider:
    - a. USD GENERAL MANAGER accepts counter (closes the negotiation process).
    - b. USD GENERAL MANAGER rejects counter (creates an impasse).



- c. USD GENERAL MANAGER authorizes appraisal revision and/or Administrative Settlement reflecting new information provided by the owner (negotiated settlement):
  1. Owner accepts USD's revised offer (closes the negotiation process).
  2. Owner does not accept USD's revised offer (creates an impasse).
  3. Letter to Owner providing them an opportunity to obtain an opinion of value from an independent OREA licensed appraiser of their choosing.

The owner is entitled by law to have a *reasonable* time to consider the offer(s) and have any counter offer(s) made by them considered by the Local Agency.

**Refer to attached “Exhibit B” for a flow chart detailing the above process.**

## **CONDEMNATION**

If impasse is created, USD GENERAL MANAGER will authorize and request USD's Legal Counsel to initiate the Eminent Domain process wherein a Resolution of Necessity will be presented to the USD BOARD OF DIRECTORS for approval.

Condemnation timeline after 45 days of negotiation will include the following steps:

- Impasse created – Acquisition Agent provides copy of maps and legal descriptions, then prepares property owner history, contacts, with complete diary, and forwards to the USD General Manager and Project Manager
- USD General Manager requests legal services
- USD General Manager requests appraisal review
- USD Legal Counsel prepares and delivers Notice of Intent to adopt Resolution of Necessity to Property Owner
- USD General Manager and Legal Counsel review Property Owner's Request to Appear, if any
- USD General Manager schedules Resolution hearing for USD Board meeting
- USD Board adopts Resolution of Necessity
- USD Legal Counsel initiates Eminent Domain legal action, including Complaint and Order For Possession, if necessary

**Refer to attached “Exhibit B” for a flow chart detailing the above process.**

## **EXECUTION OF DEED OR OTHER CONVEYANCE DOCUMENT AND AGREEMENT FOR PURCHASE**



It is assumed all property rights required for this project will be acquired in Fee (via Grant Deed) unless a lesser interest is justified. The Grant Deed (or other conveyance document) must be executed by the property owner before a notary public. One (1) of the two (2) signed copies of the Agreement for Purchase shall be returned to the property owner by the Title Company after it is fully executed. All conveyance documents shall be vested in the UNION SANITARY DISTRICT and accepted by USD GENERAL MANAGER, as authorized by the Board.

### **ADMINISTRATIVE SETTLEMENTS OR REQUEST FOR REVISION/INFORMATION**

The compensation to be paid for property may exceed the First Written Offer (FWO), but only when (1) reasonable efforts to obtain agreement based on the approved appraised value have failed, and (2) USD, upon recommendation of the Acquisition Agent, judges an Administrative Settlement to be reasonable, prudent, and in the public interest.

When a property owner, after negotiations, presents a firm counter offer, the Acquisition Agent shall review the counter offer and will forward the counter offer to USD GENERAL MANAGER and the ROW Project Manager together with the Acquisition Agent's recommendation either to accept or reject the counter offer. USD GENERAL MANAGER will approve and authorize acceptance or rejection of said Administrative Settlement and/or provide an alternative counter-offer.

### **TITLE INSURANCE AND ESCROW SERVICES**

Title insurance policy, escrow services, and recording shall be obtained for all property acquisitions. USD Acquisition Consultant will prepare escrow instructions, eliminate all title exceptions adverse to USD's title, forward them to USD GENERAL MANAGER for approval and then submit to the title company.

### **ACQUISITION FILE REVIEW/CLOSE-OUT**

Prior to submittal to USD for approval/acceptance, the Acquisition Agent, Project Coordinator, and QA/QC Coordinator will prepare an Acquisition Transaction Summary, a Construction/Design notification memorandum regarding any special construction obligations with property owner and review each parcel acquisition file, utilizing standard Closeout Checklists, to ensure consistency and adherence to applicable laws, regulations and special requirements established by USD.

Each file shall be organized in a consistent manner for review.



## **RELOCATION**

### **USD Consultant will provide the Relocation Process detailed as follows:**

The procedures in this Document are in conformance with the California Relocation Assistance Law (CRAL) and California Relocation Assistance Guidelines (Guidelines). Additionally, Local Agency laws, rules and policies may be implemented within this procedure as required by said Agency.

## **RELOCATION PLAN**

During preliminary studies, a Relocation Impact Statement and Last Resort Housing Plan may be prepared, if necessary. A Relocation Agent will conduct interviews with potential displacees, as required for the Plan.

## **RELOCATION PROCEDURE**

Upon authorization to proceed with the relocation process, the relocation parcel files will be prepared for the Relocation Agent to include:

- Relocation Master Diary with ownership/tenant reference/contact information;
- Correspondence regarding subject parcel;
- Parcel Occupancy Data form from appraiser, if available;
- Relocation Impact Document Questionnaire, if available;
- First Written Offer Cover letter or Notice of Intent to Acquire documentation, if available.

This relocation file will be assigned to the Relocation Agent and the General Information Notices sent to potential displacees.

The Displacee's relocation benefits will become effective with occurrence of one (1) of the following:

- Acquisition Agent providing owner with First Written Offer;
- Acquisition Agent's delivery of the Notice of Intent to Acquire property, as authorized by Agency; OR,
- Actual acquisition of subject property, whichever occurs first.

The Relocation Agent will receive the Acquisition Agent's completed (and signed by owner) Occupancy Certification. This certification will be completed at First



Written Offer or during joint meeting with the Acquisition Agent and Relocation Agent. The Occupancy Certification provides the information required to determine displacee's eligibility for relocation benefits (owner/occupant and/or tenant/occupant).

The Relocation Agent will provide displacees with a Notice of Eligibility and request a Replacement Housing Valuation (if applicable). Upon completion and approval of the Replacement Housing Valuation (when applicable), Relocation Agent will deliver an Entitlement Letter to displacee detailing displacee's relocation benefits (residential and non-residential displacees).

As project delivery timelines dictate, as well as consideration for displacee's needs, the Relocation Agent will deliver a 90-Day Information Notice to Vacate. Upon notification of USD's legal possession of subject property and USD's necessity for property possession, the Relocation Agent will issue 90-day Specific Notice to Vacate, followed by the 30-Day Notice to Vacate, when necessary.

If displacee moves to a replacement residential property, Relocation Agent will perform a Decent, Safe and Sanitary (DS&S) housing inspection of the replacement home. If the replacement property meets DS&S standards, the Relocation Agent will process displacee's claim for payment of rent/purchase differential, incidental, and moving expenses, and deliver said payment to displacee. Several claims and payments can be processed progressively as displacee moves through the relocation/vacation process.

For relocation of a non-residential displacee, the Relocation Agent will inventory and monitor move of any inventory, and confirm vacancy of subject property prior to processing any claims for moving and/or reestablishment expenses. Upon verification of said move and approval of displacee's claim, Relocation Agent will deliver said payment to displacee. Several claims and payments can be processed progressively as displacee moves through the relocation/vacation process.

## **RELOCATION CLOSE OUT/FILE REVIEW/DOCUMENTATION**

Upon displacee's relocation, the Relocation Agent will verify vacancy, collect the keys to the improvement from displacee, and deliver to USD. Displacee may have up to 18 months after vacancy to claim additional relocation benefits. Upon fulfillment of this 18 month claim period, the Relocation Consultant will process the final Relocation file audit, including file organization, and preparation of the close out documentation/checklist.





## **GLOBAL SETTLEMENTS**

USD may authorize or approve any global-type settlements for this project.

## **PROJECT MANAGEMENT AND PROJECT CONTROL**

USD Consultant will provide Project Management and Project Control Procedures to ensure consistency, proper tracking and controls, as well as communication throughout the project delivery process.

ROW Project Management and Project Control are an integral part of timely project delivery, as well as delivery within scope and budget. Consistent project management practices, as well as continual communication with the project team and stakeholders, are critical for delivery of quality ROW products/services on time and within budget.

The Project Manager plays an important role in maintaining the required communication within the ROW team and the entire project delivery team. The Project Controller's key role is to ensure all deliverable milestones are documented, communicated to the team, and processed timely.

Standard Project Status Spreadsheets are developed for tracking the following:

- Overall ROW Project delivery status, including appraisal, acquisition, and relocation milestones;
- Relocation (Displacee) status;
- Permit to Enter status;

Additionally, a monthly report will be provided to the ROW Project Manager regarding Real estate's budget expended and percent complete deliverables accomplished to date. Individual, specialized reports will also be developed to monitor and control a variety of deliverables (as needed) such as, requests for information/revision, condemnation status, escrow status, payment process, goodwill/specialty appraisal status, etc.



## **PROJECT CERTIFICATION**

USD GENERAL MANAGER is authorized to certify that all Real estate requirements for the project are acquired and cleared for construction advertisement. USD Consultant will prepare and process the Real estate Certification document for the GENERAL MANAGER's approval and signature.

## **PROPERTY MANAGEMENT/EXCESS LANDS**

USD General Manager will determine the necessity and approve any excess land sales or interim lease agreements. A party designated by USD will perform the property management and excess land sales responsibilities as follows:

- Maintain an Inventory and Utilization Plan of all excess lands and/or interim properties under Lease Agreement, wherein the Plan may include property location, summary of title conditions, appraised value, original acquisition cost and Federal participation ratio, anticipated disposition date, etc.;
- Create and secure a Lease Agreement for all properties allowed interim possession;
- Create and provide a standard report for all rental and excess land sales income;
- Contract, as required, for all demolition and clearance of all improvements to be removed prior to construction, adhering to all required Federal, State, and Local laws;
- Provide required property maintenance during interim ownership;
- If determined property no longer needed, will process proposed alternative use.

## **DOCUMENT CONTROL/RECORDS MANAGEMENT**

- 1) Appraisal Phase – Upon receipt of plats, legal descriptions and title reports an individual parcel file is opened. The file label will show the following:
  - a. Project Name
  - b. Assessor Parcel Number
  - c. Property Owner's Name

This file is an office file maintained in active status until the property is acquired, escrow closed and sent to USD. Each appraiser is responsible for initiating an acquisition field folder for each parcel immediately after receiving the appraisal assignment. It will contain:



- Standard format Parcel Diary sheet – the appraiser is responsible for recording all contacts, including the purpose of the contact, what was discussed and the results of the contact with the owner(s), their representatives (Attorneys, realtors, etc.) or any other person with who the parcel is discussed. Telephone contacts and reference to correspondence sent or received will also be recorded.
  - Copy of the Title Report
  - Copy of plats, other maps or drawings and legal descriptions
  - Copy of the Notice of Intent to Appraise Letter
  - Copy of any notes made in the field during the inspection of the property
  - Any working papers used in developing the FMV appraisal
  - Copy of any review appraiser or client notes and the response thereto, received during the appraisal process
  - Copy of the Approved Appraisal
  - Copy of the Appraisal Summary Statement
- 2) Acquisition Phase – The acquisition agent will be given the acquisition parcel field folder and will be responsible for continuing to record all contacts, including the purpose of the contact, what was discussed and the results of the contact with the owner(s), their representatives (Attorneys, realtors, etc.) or any other person with whom the parcel is discussed. Telephone contacts and reference to correspondence sent or received will be recorded. Included in the field folder during the acquisition phase will be:
- a. Parcel Diary
  - b. First Written Offer Letter
  - c. Appraisal Summary Statement
  - d. Agreement for Purchase of Real Property
  - e. Any correspondence sent or received
  - f. If initiated, - request for appraisal review/adjustment including rationale for request and response to request
  - g. Approval to make revised offer
  - h. If initiated – request for Administrative Settlement, including rationale, support, and justification for request and response to said request
  - i. Approval to make revised offer



- j. Copy of signed Agreement for Purchase of Real Property
  - k. Copy of signed Deed and/or other granting documents
  - l. Copy of escrow instructions
  - m. If necessary, copy of request for Resolution of Necessity and supporting documentation
  - n. Any eminent domain support correspondence
  - o. Copy of "Acquisition Transaction Summary" transmitting closed file to USD
- 3) Relocation Phase – The relocation agent will be given the relocation parcel field folder and will be responsible for continuing to record all contacts, including the purpose of the contact, what was discussed and the results of the contact with the displacees, their representatives (Attorneys, realtors, etc.) or any other person with whom the parcel is discussed. Telephone contacts and reference to correspondence sent or received will be recorded. Included, when applicable, in the field folder during the relocation phase will be:
- a. Relocation Diary with ownership/tenant contact information
  - b. Relocation Impact Document Questionnaire
  - c. Parcel Occupancy/Occupancy Certification
  - d. General Information Notice
  - e. Replacement Housing Valuation
  - f. Notice of Eligibility/Entitlement Letter
  - g. 90-Day and 30-Day Notice to Vacate
  - h. Claims for reimbursement
  - i. Copies of USD's checks for payment to displacees
  - j. DS&S Inspection
- 4) Close-out phase – At the time the "closed" transaction file is sent to the USD General Manager, the acquisition and relocation field files will be consolidated with the office file, duplicative information will be removed, standard file organization and QA/QC review will be performed.



## **ADDENDA**

### **“EXHIBIT A”**

#### **SAMPLE LIST OF REAL ESTATE DOCUMENTS TO BE PREPARED AS NEEDED**

- Notice of Decision to Appraise
- Staking Request
- Appraisal Diary
- Parcel Occupancy Data Form
- Appraisal Documents Checklist and Project Summary
- Approval to Commence Negotiations
- Acquisition Diary
- Permit to Enter and Construct
- Right of Entry
- Notice of Intent to Acquire
- First Written Offer Cover Letter
- Certificate of Occupancy (Relocation information received)
- Acquiring Real Property Brochure (present to owner @ FWO)
- Agreement For Purchase
- Appraisal Summary Statement or Valuation Summary Statement
- Summary Statement Relating to the Purchase of Real Property or an Interest Therein
- Partial/Full Acquisition Offset Statement (Tenant-owned improvements)
- Request for Revision/Request for Information (RFR/RFI)
- Agreement for Possession and Use
- Memorandum For Agreement for Possession and Use
- Escrow Instructions
- Acquisition Transaction Summary
- Construction/Design Information Memorandum
- Acquisition Review Checklist
- Standard Acquisition Agent, Project Coordinator, and QA/QC Coordinator checklists
- Standard Parcel Acquisition File Organization Outline
- Relocation Master Diary
- Relocation Impact Document Questionnaire
- Relocation Occupancy Certification
- Notice of Eligibility for Personal Property Move Only



- Personal Property Move Only Claim Form
- Notice of non-eligibility relocation assistance
- Relocation Appeals Guidelines
- Relocation Appeals Form
- Relocation File Organization Outline
- Relocation (Residential & Non-Residential - Tenant/Owner-Occupant) Review Checklist
- Lease Agreement
- Excess Real Property Inventory and Utilization Plan
- Project Delivery Status Spreadsheet
- Relocation Status Spreadsheet
- Permit to Enter Status
- Real estate Certification



## **EXHIBIT B**





## **APPENDIX G – CEQA CLEARANCE DOCUMENTS**

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To be added once approved.



## APPENDIX H – ROW PROGRESS TRACKING REPORT

### Example

AC TRANSIT  
EAST BAY BRT PROJECT  
Right of Way Tracking Sheet

	FRUITVALE AREA						ELMHURST AREA		
Parcel Name	Guadalajara Restaurant Partial Acquisition for Intersection Improvements			Lot D Parking Mitigation			Lot G Parking Mitigation		
APN	025-0692-005			033-2124-034-01			043-4582-011		
Owner	Wells & Bennett Realtors and Nelco Builders			Fruitvale Development Corp.			Krohn, Allen M. Trust		
Site Address	3134 10th Street			35th Avenue			8630 International Blvd.		
Site City	Oakland			Oakland			Oakland		
Mailing Address	1451 Leimert Blvd.			1900 Fruitvale Ave, #2A			15 Hero Ct.		
Mailing City	Oakland			Oakland			Pleasant Hill		
Mailing State	CA			CA			CA		
Mailing Zip	94602-1805			94601-2468			94523-3533		
Contact Number	510-531-7221			510-535-6914			925-899-0506		
	Target Date	Target (11/12/13)	Actual Date	Target Date	Target (11/12/13)	Actual Date	Target Date	Target (11/12/13)	Actual Date
Notice of Interest Prepared	2/5/13		2/5/2013	2/11/2013		2/11/2013	2/11/2013		2/11/2013
Notice of Interest Mailed	2/11/13		3/20/2013	2/11/2013		3/2/2013	2/11/2013		3/2/2013
Meeting held with Owners	3/1/13		4/10/2013	3/1/2013		4/10/2013	3/1/2013		3/15/2013
Appraiser Assigned			4/12/2013			4/12/2013			4/5/2013
Type of Acquisition	Part			Full			Full		
Date Received Appraisal Exhibit (Map)	2/18/13		5/16/13	2/18/13		6/3/13	2/18/13		6/3/13
Date Received Stamped Plat and Legal Description	2/18/13		5/16/13	2/18/13		6/3/13	2/18/13		6/3/13
Date Received Environmental Clearance from Design	2/18/13		N/A	2/18/13		N/A	2/18/13		N/A
Date Received Authorization to Proceed	2/18/13		4/5/13	2/18/13		4/5/13	2/18/13		4/5/13
Date NODA Sent	2/22/13		4/17/13	2/22/13		4/17/13	2/22/13		4/17/13
Inspection Date	3/1/13		5/15/13	3/1/13		5/15/13	3/1/13		5/15/13
Date Staking Requested	2/18/13		N/A	N/A		N/A	N/A		N/A
Staking Completed	3/1/13		N/A	N/A		N/A	N/A		N/A
Property Description (Deed) Completed	3/15/13	1/7/14	1/21/13	3/15/13		6/3/13	3/15/13		6/3/13
Appraisal Report Formatted and Reviewed	5/1/13	12/20/13		5/1/13		7/1/13	5/1/13		7/1/13
Appraisal Sent to Outside Reviewer	5/1/13	12/30/13	1/10/14	5/1/13		6/28/13	5/1/13		6/28/13
Appraisal Completed by Outside Reviewer	5/22/13	1/3/14	1/17/14	5/22/13		7/11/13	5/22/13		7/11/13
Appraisal sent to AC Transit	5/24/13	1/3/14	1/20/14	5/24/13	11/20/13	12/2/13	5/24/13	11/20/13	12/6/13
Received Phase 2 Environmental Doc			10/9/13			10/4/13			10/4/13
Date Just Compensation Request sent to AC Transit	5/24/13	1/3/14	1/20/14	5/24/13	11/14/13	12/2/13	5/24/13	11/14/13	12/6/13
Date Just Compensation approved by AC Transit	5/29/13	1/7/14	2/6/14	5/29/13	11/22/13	12/10/13		11/22/13	12/10/13
Title Company	North American Title			North American Title			North American Title		
Escrow Number	54606-1201907-12			54606-1201891-12			54606-1228309-13		
Acquisition Agent	Yoli Matranga			Bill Silver			Bill Silver		
First Written Offer Documents sent to AC Transit	6/3/13	1/6/14	2/7/2014	6/3/13	11/15/13	12/2/13	6/3/13	11/15/13	12/6/13
AC Transit Approved FWO Documents	6/6/13	1/15/14	2/8/2014	6/6/13	11/22/13	12/10/13	6/6/13	11/22/13	12/10/13
Date FWO Presented	6/20/13	1/31/14	2/18/2014	6/20/13	12/6/13	12/17/13	6/20/13	12/6/13	12/19/13
Signed Documents and Check Request sent to AC Transit	8/30/13	4/15/14		8/30/13	1/15/14	6/5/14	8/30/13	1/15/14	5/13/14
Date File Transmitted to AC Transit						6/10/14			6/2/14
Notes/Comments	2/18/14: Presented FWO 1/20/14: Submitted appraisal report to AC Transit. 11/22/13: Rec'd new plat and legal description. 10/7/13: advised RW map and legal description may change. Design will know more in 2-3 weeks. 8/12/13: advised RW will change and new maps/legals will be provided. 5/16/13: rec'd revised maps/deeds 4/12/13: Plats and Legals to be revised; appraisal on hold per AC Transit			12/17/13: Presented FWO; owner wants to get his own appraisal 12/2/13: Sent Revised Appraisal and FWO Documents to AC Transit for Approval 7/12/13: Appraisal review complete - waiting for Phase 2 results per AC Transit. 6/3/13: rec'd appraisal maps/deed - still need deed jackets			2/5/14: Rec'd authorization to increase offer 12/19/13: Presented FWO 7/12/13: Appraisal review complete - waiting for Phase 2 results per AC Transit. 6/3/13: rec'd appraisal maps/deed - still need deed jackets		



## ***APPENDIX I – RESUMES***

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To be added at further iteration.



## **APPENDIX J – FORMS and DRAFT AGREEMENTS**

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**Note: Forms and Agreements below are examples and will be updated at further iterations.**

### **NOTICE OF INTEREST TO PROPERTY OWNER**

[Date], 2012

[Owner Name Based On Current Tax Roll]

[Address]

[City], CA [Zip Code]

Subject: Alvarado Wastewater Treatment Plant ETSU Program - BRT

Property Address: [ ], [CITY], CA APN: [ ];

Dear [Owner Name]:

The Union Sanitary District (USD) is planning the Wastewater Treatment Plant Enhanced Treatment & Site Upgrade Program (the Program). This is a public project in which USD may be interested in acquiring real property that you own, described below, which is located within the project area:

[Insert APN, address where available and location map]

Overland, Pacific and Cutler (OPC) have been retained to coordinate property acquisition planning for the Project. Chad Wakefield from OPC, USD's real estate coordinator, would like to meet with you in the coming weeks to discuss the project and answer any questions you may have regarding the potential acquisition of your property.

Please be advised this is a preliminary notice only and does not constitute a request or demand that you vacate or sell your property to USD. Additionally, this notice does not establish eligibility for relocation payments or any other relocation assistance by USD.

No decision has yet been made by USD to acquire your property. In accordance with Subpart B, 24.102 (a) CRAL, USD must inform you in writing of its interest in acquiring your property. Please allow this letter to serve as notification to you that USD has an interest in acquiring your property.

All services and/or benefits to be derived from any real estate activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 2000d, (et seq.).



The enclosed brochure entitled General Acquisition and Relocation Information contains information pertaining to the process involved in the property acquisition.

Please contact Chad Wakefield at OPC at (510) 638-3081 or via email at [cwakefield@opcservices.com](mailto:cwakefield@opcservices.com) at your earliest opportunity to schedule an appointment to discuss the project

Sincerely,

USD

---

Director

Enclosures: Title VI Packet and General Acquisition and Relocation Information Brochure

cc: Overland, Pacific & Cutler, Inc.



## TITLE REVIEW REPORT

PROJECT: Alvarado  
Expansion

APN:

CLIENT'S PCL:

OWNER:

PROPOSED ACQ: ☐ Partial ☐ Full

TITLE CO.:

TITLE ORDER #:

REPORT DATE:

UPDATED:

SUPPORT DOCS: Hyper Link In Report

No.	DESCRIPTION	COMMENTS	Subject To *	Recomm ended to be Cleared	To Be Cleared by	Clearance instrument

REMARKS: Legal description provided has not been created of record

Reviewer:

---

Date:

---

APPROVED:

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Notes:

\* Examples: Easements

^ Examples: Deeds of trusts and other liens



**NOTICE OF DECISION TO APPRAISE**

[Date], 2012

[Owner Name Based On Current Tax Roll]

[Address]

[City], CA [Zip Code]

**Subject: Notice of Decision to Appraise**  
**Wastewater Treatment Enhanced Treatment & Site Upgrade Program - BRT**  
**APN: [ ]; Property Address: [ ], Union City, CA**

Dear [Owner Name]:

As you may be aware, the Union Sanitary District (USD) is planning the Alvarado Wastewater Treatment Plant Enhanced Treatment & Site Upgrade Program (the Program). This is a public project which may require the acquisition of real property that you own described below, which is located within the project area.

USD is proceeding with the appraisal process. No decision has yet been made by USD to acquire your property. Before that decision can be made, the property must first be appraised. Without authority from the General Manager, staff has no authority to commit USD to the acquisition of your property. The purpose of this letter is to advise you of the decision to appraise and shall serve as an advance written notice of your opportunity to accompany the appraiser during their inspection of the property.

This is a preliminary notice only and does not constitute a request or demand that you vacate your property. Additionally, this notice does not establish eligibility for relocation payments or any other relocation assistance by USD.

An independent appraisal firm, has been contracted by USD to appraise your property that is subject to possible acquisition. You will be contacted by the appraisers to arrange an appointment to inspect your property.

All services and/or benefits to be derived from any real estate activity will be administered without regard to race, color, national origin, or sex, in accordance with Title VI of the Civil Rights Act of 1964 (28 U.S.C. 1771, et seq.). Enclosed for your information are a copy of Title VI Statutes and Regulations, a copy of the Title VI Complaint Process.

The enclosed brochure entitled "General Acquisition and Relocation Information" contains information pertaining to the process involved in the property acquisition. If you have any questions about the enclosed information or would like additional information, please contact [APPRAISER].

Sincerely,

[USD Rep]

[Title] Overland, Pacific & Cutler, Inc.





## **TITLE VI SURVEY**

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### **PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

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Expenditure Authorization (EA)

### **NON-DISCRIMINATION**

All persons affected by State transportation projects are requested to provide information with regard to race, color, national origin, sex, disability, age or income status. Please check the items below which best describe you and return this form in the enclosed envelope.



The furnishing of this information is voluntary.

Head of household:            Male                            Female

Age:                              Under 40                            41-65                            Over 65

Race/Ethnicity:            White                            American Tribe

                                     Black                            Pacific islander

                                     Hispanic                            Other \_\_\_\_\_

                                     Asian                            Specify: \_\_\_\_\_

Language spoken, if other than English:  
\_\_\_\_\_

Are you or any member of your household suffering any physical disability or medical condition?    Yes    No

Are you a low-income family?    Yes    No