



January 13, 2023

## NOTICE

The Board of Directors of the Kaweah Delta Health Care District will meet in an open Finance, Property, Services and Acquisition Committee meeting at 3:00PM on Tuesday January 17, 2023 in Maynard Fought Conference Room (4945 W. Cypress Avenue, Visalia, CA).

All Kaweah Delta Health Care District regular board meeting and committee meeting notices and agendas are posted 72 hours prior to meetings (special meetings are posted 24 hours prior to meetings) in the Kaweah Health Medical Center, Mineral King Wing entry corridor between the Mineral King lobby and the Emergency Department waiting room.

The disclosable public records related to agendas are available for public inspection at Kaweah Health Medical Center – Acequia Wing, Executive Offices (Administration Department) {1st floor}, 400 West Mineral King Avenue, Visalia, CA and on the Kaweah Delta Health Care District web page <https://www.kawahhealth.org>.

KAWEAH DELTA HEALTH CARE DISTRICT  
Mike Olmos, Secretary/Treasurer

A handwritten signature in black ink that reads "Cindy Moccio".

Cindy Moccio  
Board Clerk, Executive Assistant to CEO

DISTRIBUTION:  
Governing Board  
Legal Counsel  
Executive Team  
Chief of Staff  
<http://www.kawahhealth.org>



## **KAWEAH DELTA HEALTH CARE DISTRICT BOARD OF DIRECTORS FINANCE, PROPERTY, SERVICES & ACQUISITION COMMITTEE**

Sequoia Regional Cancer Center {4945 W. Cypress Avenue}  
Maynard Faught Conference Room

**Tuesday January 17, 2023**

ATTENDING: Directors: David Francis & Mike Olmos; Gary Herbst, Chief Executive Officer; Malinda Tupper, Chief Financial Officer; Marc Mertz, Chief Strategy Officer; Kevin Morrison, Director of Facilities Planning; Jennifer Stockton, Director of Finance, Deborah Volosin, Director of Community Engagement; Theresa Croushore, Director of Behavioral Health, Rebekah Foster, Director of Case Management; Keri Noeske, Chief Nursing Officer; Dianne Cox, Chief Human Resources Officer; Cindy Moccio, Recording

1. **OPEN MEETING – 3:00PM**
2. **CALL TO ORDER – *David Francis, Board President***
3. **PUBLIC PARTICIPATION** – Members of the public may comment on agenda items before action is taken and after it is discussed by the Board. Each speaker will be allowed five minutes. Members of the public wishing to address the Board concerning items not on the agenda and within the jurisdictions of the Board are requested to identify themselves at this time. For those who are unable to attend the beginning of the Board meeting during the public participation segment but would like to address the Board, please contact the Board Clerk (Cindy Moccio 559-624-2330) or [cmoccio@kaweahhealth.org](mailto:cmoccio@kaweahhealth.org) to make arrangements to address the Board.
4. **BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM (BHCIP) GRANT FOR BEHAVIORAL HEALTH** – Review and discussion of State grant opportunity.  
  
*Marc Mertz, Chief Strategy Officer; Theresa Croushore, Director of Behavioral Health ; and Jennifer Stockton, Director of Finance*
5. **FINANCIALS** – Review of Budget Initiatives and Financials.
  - 5.1. **BUDGET INITIATIVES – THROUGHPUT** – Review of budget initiative / throughput.  
*Rebekah Foster, Director of Care Management & Keri Noeske, Chief Nursing Officer*
  - 5.2. **BUDGET INITIATIVES – EMPLOYEE RELATED** – Review and discussion relative to the budget initiative – employee related.  
*Dianne Cox, Chief Human Resources Officer & Keri Noeske, Chief Nursing Officer*

5.3. **FINANCIALS** – Review of the most current fiscal year financial results and budget.

*Malinda Tupper – Chief Financial Officer*

6. **CALDWELL AVENUE WIDENING PROJECT** – Review and discussion relative to the proposal from the City of Visalia to acquire the necessary property for the Caldwell Avenue widening project.

*Marc Mertz, Chief Strategy Officer and Deborah Volosin, Director of Community Engagement*

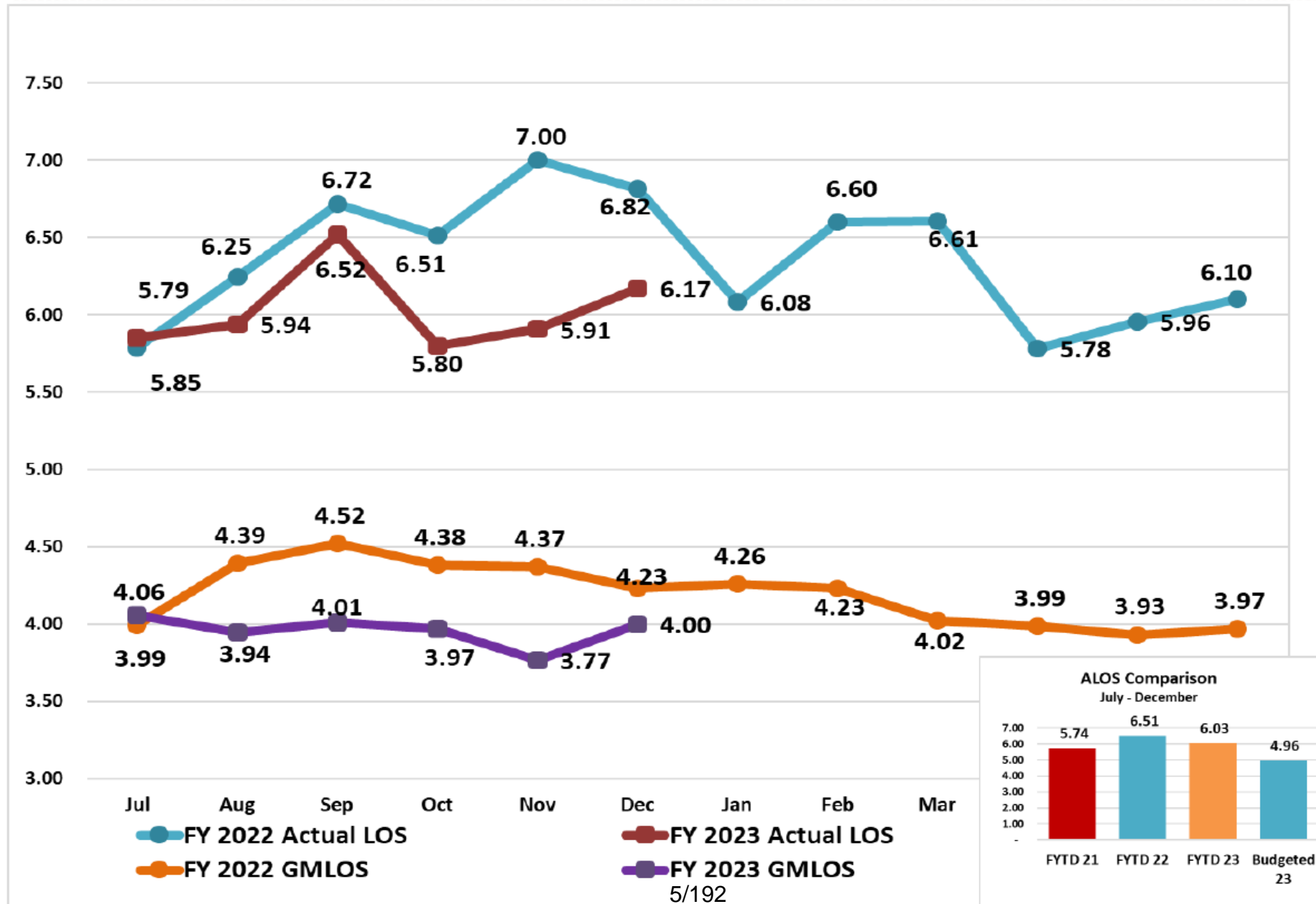
7. **ADJOURN** – *David Francis, Board President*

*In compliance with the Americans with Disabilities Act, if you need special assistance to participate at this meeting, please contact the Board Clerk (559) 624-2330. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Kaweah Delta Health Care District Board of Directors meeting.*

# OPERATION BACK IN BLACK

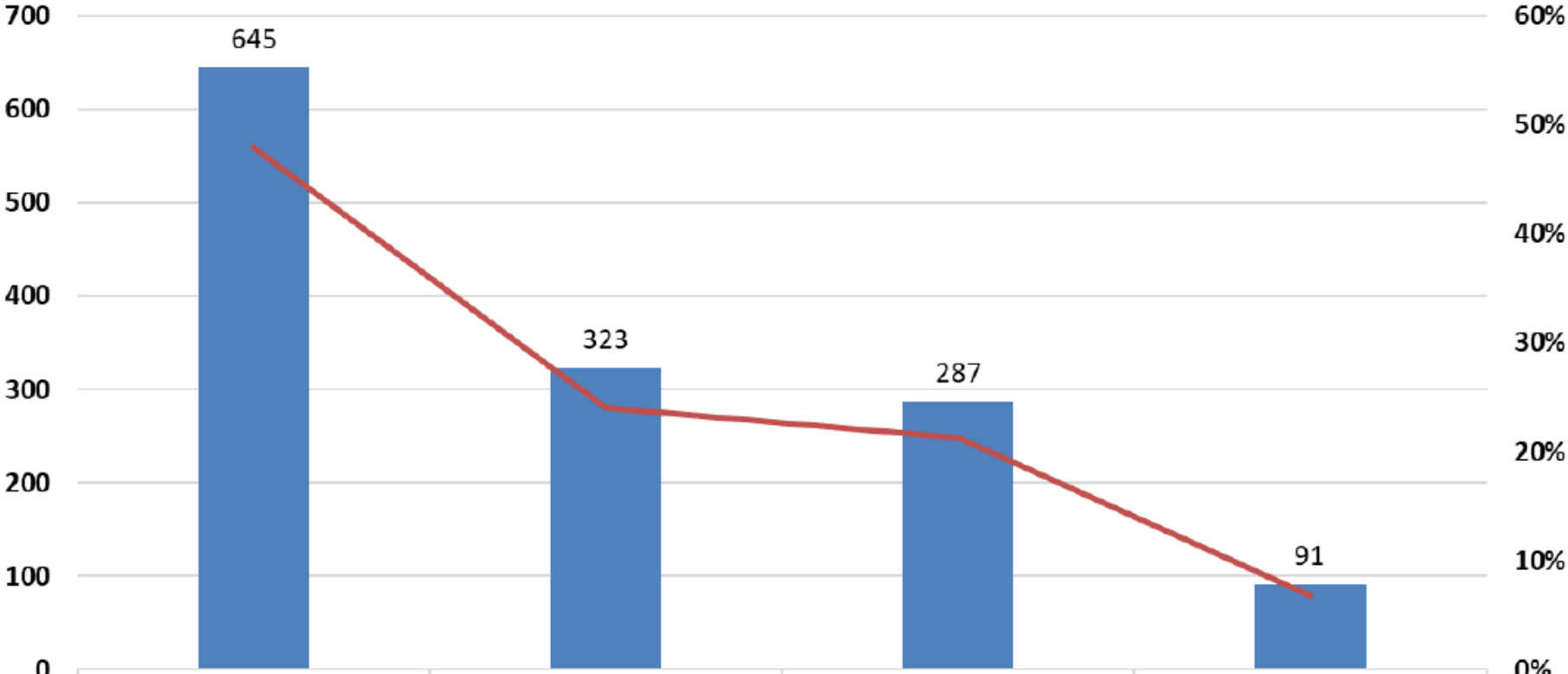
Throughput – January 2023

# Average Length of Stay versus National Average (GMLOS)



# LOS Distribution

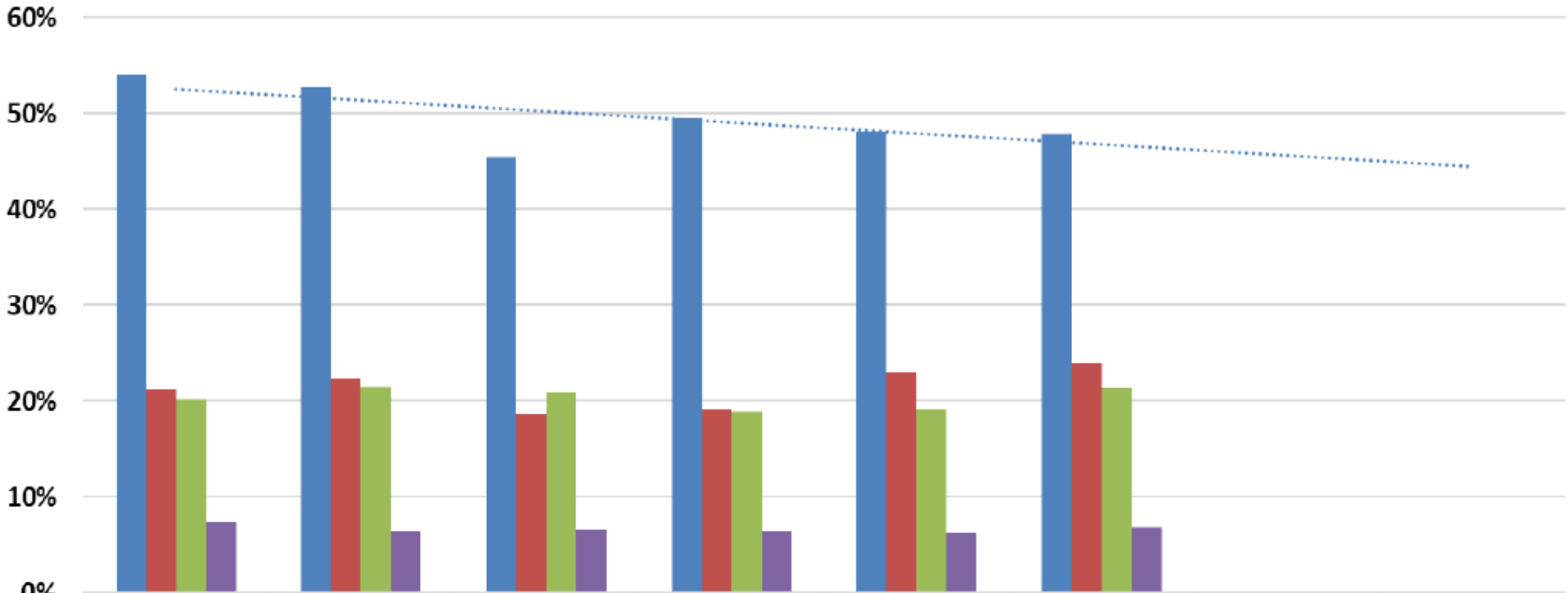
**December FY 2023 Overall LOS Distribution - 1346 Discharges**



Frequency	645	323	287	91
Percentage	48%	24%	21%	7%

# LOS Distribution

## FY23 Overall LOS Distribution



	July	August	September	October	November	December
at GMLOS or better	54%	53%	45%	50%	48%	48%
1-2 days over GMLOS	21%	22%	19%	19%	23%	24%
2-10 days over GMLOS	20%	21%	21%	19%	19%	21%
10+ days over GMLOS	7%	6%	7%	6%	6%	7%

# Challenges we are Facing

## Updated Throughput Barriers

- Case Management staffing –Fully staffed and oriented team by the end of January after two years understaffed
- February 2023: Resume weekend staffing with 6-7 Case Managers to expedite discharges and minimize delays.
- Extremely High census of patients needing CM services over the last month.
- Skilled Nursing facilities resist timely accepting of patients, make unrealistic preparatory demands. Partnering with county and state authorities for support and movement.



# What are we doing different?

“If you want to be different, do something different.” Wynton Marsalis

- Reorganization of Case Management/Social Worker roles – Splitting Utilization review from discharge planning, allowing review staff to work remotely for better morale and retention – Remote UR started in November and split roles for each floor starting in February. Rolling out to staff this month with education and updated workflow
- Throughput Supervisor – has been split since October – more focus on throughput projects, surge planning and workflow, projects related to discharge barriers
  - Meeting with pharmacy to improve our meds to beds program and barriers surrounding discharge
  - Worked with employee health to have first right of refusal for all light duty nurses to help with discharges on the floors
  - Rounding with physicians to work on the “one more day” mentality. Education and workflow suggestions to help move the providers toward discharging pts the same day instead of waiting
  - Have been handling surge census and throughput flow for the last month during extremely high census saturation.

# Transportation

## Previous costs

- \$500,000 in local transportation costs each year
- \$50,000 - \$70,000 in long distance ambulance transport costs each year.

Started informing family of their responsibility with transport costs with EMS/Paramedics back in October 2022. Less bills sent to Kaweah Health as responsible party (Savings of \$300-\$450 per patient transport)

Developing rapport and possible contracts with local transport companies to avoid utilizing higher cost for non-emergency ambulance transfers. (Savings of \$50 - \$200 per transport)

Working with Uber to develop possible transport from the ED to home for local patients to cut costs we currently utilize in taxi vouchers. (Savings of \$15-\$60 per ride home)

Working with the transfer center committee to review our transfer back agreements and will start tracking patients this month for possible transfer back to sending hospitals. (potential to reduce LOS for possible long term placement patients)

# Long Stay Committee

Continue to work with our complex Case Management team along with Risk, Finance, Patient Accounting and Mental Health to look at long term patients and develop strategies to expedite discharges

- Continually updating format of the committee to better address barriers
- Discharged 11 long term patients in December, 4 of them over 100 days
- Discharged 3 patients with long LOS in January, 2 more planned
- Reduced list of 45 long stay patients in September, down to 8 over 90 days
- Will place our longest term patient 1/12/23 who has been here 400+ days.

# Ongoing Throughput Initiatives

- Provider Length of Stay Reduction
  - Team Rounds - Daily multidisciplinary rounds occurring on all medical/surgical floors with physicians and staff.
  - Outlining medical staff expectation for participation in team rounds and focused discharges.
  - Executive and physician leader rounding to engage and monitor team rounds.
- Discharge Before Noon
  - Increasing compliance and adoption of discharge before noon program.
  - Leadership rounding on units monthly recognitions for most improved and highest percentages.
  - Implementing expectation with all discharging medical staff providers.

# Unit-Level Performance 2022

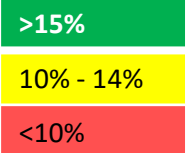
## *% of Discharges Before Noon (DBN)*

Number of Patients discharged by Noon

	June	July	August	September	October	November
2N	32	27	51	34	50	41
2S	24 n/a		18	17	35	30
3N	36	30	44	36	30	18
3S	30	19	25	32	20	15
4S	22 n/a		13	23	13	9
4N	7	12	15	9	12	9
4T	4	14	16	22	20	10
BP	43	31	44	50	36	36
TOTAL	198	133	226	223	216	168

Percentage of Discharges by Noon

	June	July	August	September	October	November
2N	15.02%	14.84%	21.70%	24.11%	25.91%	22.04%
2S	18.90%	#VALUE!	15.25%	11.81%	18.42%	15.00%
3N	18.37%	17.86%	21.67%	21.95%	18.07%	13.14%
3S	20.41%	13.29%	16.78%	20.51%	14.29%	8.98%
4S	14.47%	#VALUE!	12.15%	18.40%	11.71%	8.33%
4N	5.26%	8.22%	11.03%	8.82%	10.43%	6.47%
4T	2.88%	9.33%	9.88%	15.83%	14.60%	6.90%
BP	45.26%	29.25%	39.29%	54.95%	45.57%	41.86%
TOTAL	16.47%	11.05%	18.49%	21.00%	19.10%	14.38%



# Live with passion.

Health is our passion. Excellence is our focus. Compassion is our promise.



# Operation Back in Black Updates

- Employee Related
  - Throughput

Month Ending December 2022

OPERATION  
**BACK IN  
BLACK**



[kawahhealth.org](https://www.kawahhealth.org)



**Kawah Health**<sup>™</sup>  
MORE THAN MEDICINE. LIFE.

# Employee Related

OPERATION  
**BACK IN**  
**BLACK**

## Current projection FY2023 - **\$47.8M Reduced Costs**

Original Goal: \$12.7M

### Reduction in Workforce:

- 106 reductions in staff to date and closed over 90 open positions.
- 94 additional reductions to occur in January and early February.
- FY23 Impact - **\$12.8M**
- Annualized impact - \$21M

### Reduction in Contract Labor:

- Reduced Contract labor FTEs from 229 to 76.
- 70 remaining to reduce. Goal is to reduce it to 40 by year end.
- Reduced Rates from \$195 to \$145
- FY23 Impact = **\$24M**
- Annualized net impact = \$55M

### Reduction in Overtime:

- Reduced \$1.5M over prior year July-Dec. Projected FY23 impact **\$3.9M**. Annualized impact \$5.2M

### Reduction in Extra Shift Bonus:

- Reduced \$4M over prior year July-Dec. Projected FY23 impact **\$6.2M**. Offset by new \$7 for 7<sup>th</sup> shift bonus.

### Changes in Pay practices/Benefits:

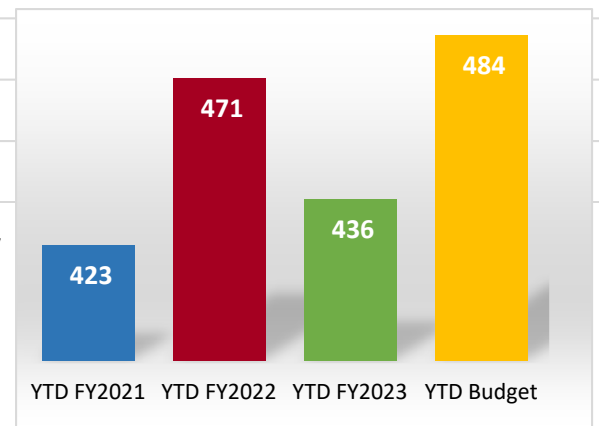
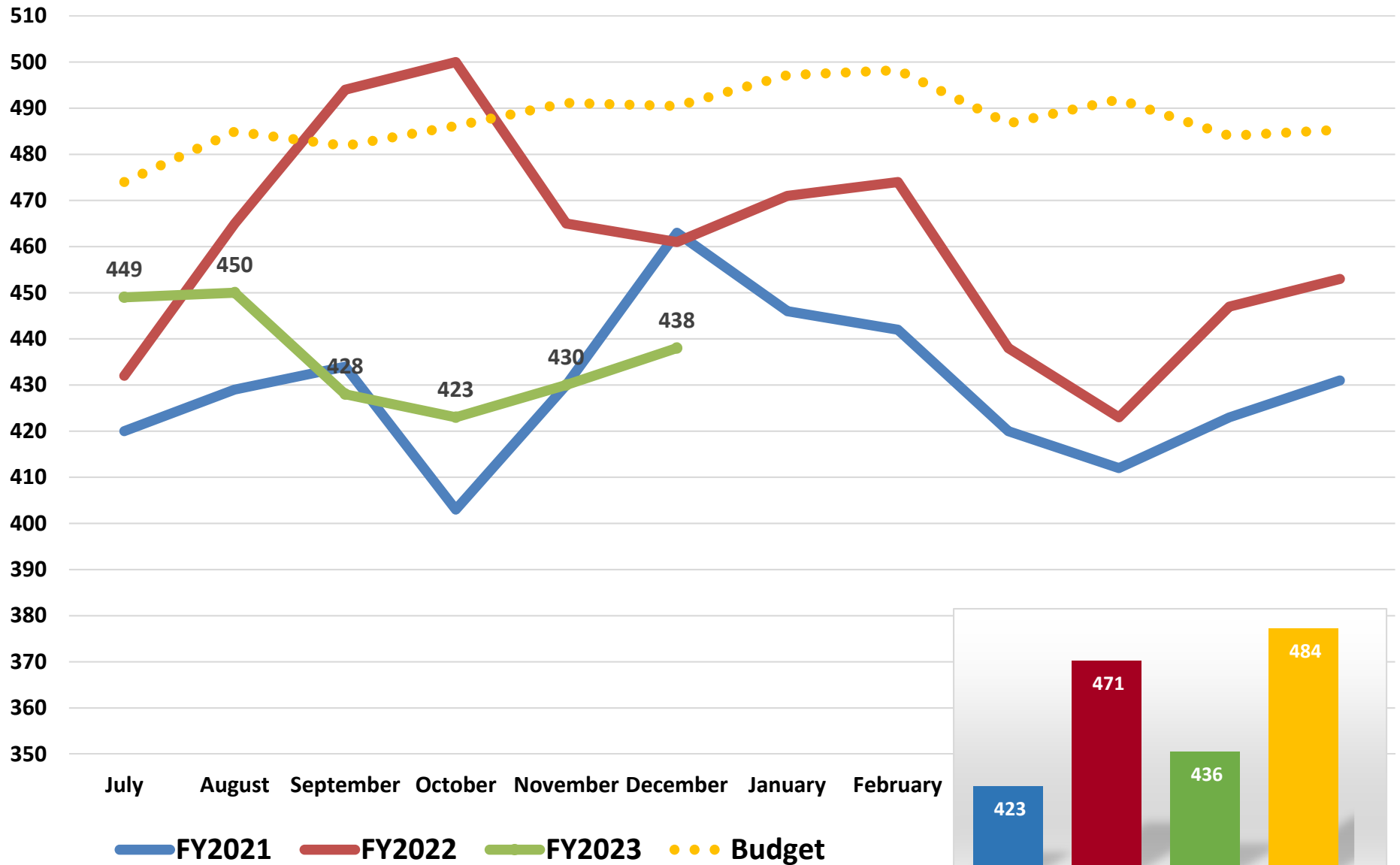
- Eliminate 401K Budgeted \$9M
- Eliminate At Risk Compensation Budgeted \$1.25M
- Freeze Wages – VPs and Directors
- COVID Supplemental Pay ended 12/31 - **\$733K**
- New Stop Loss Carrier **-\$200K**



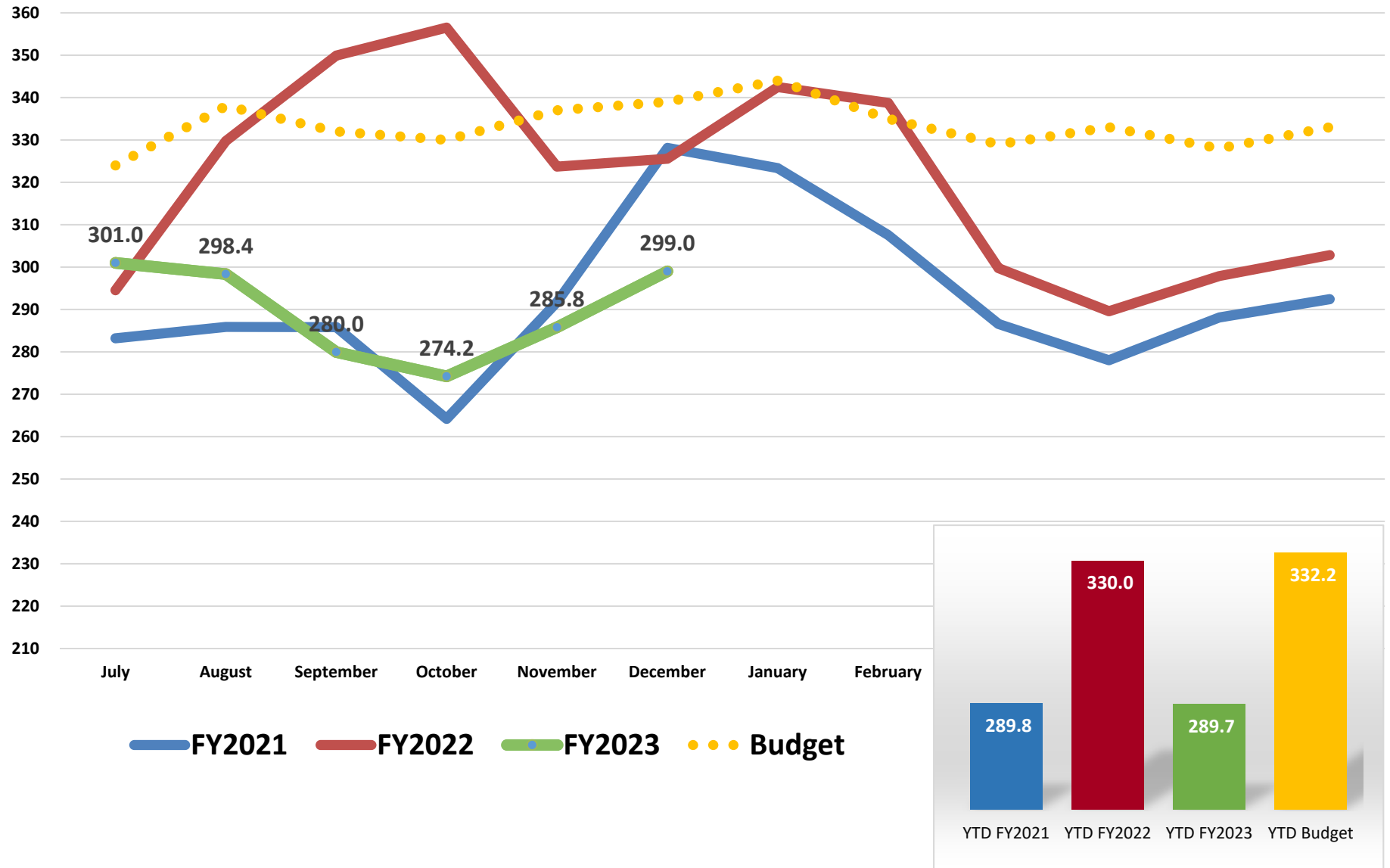
# CFO Financial Report

## Month Ending December 2022

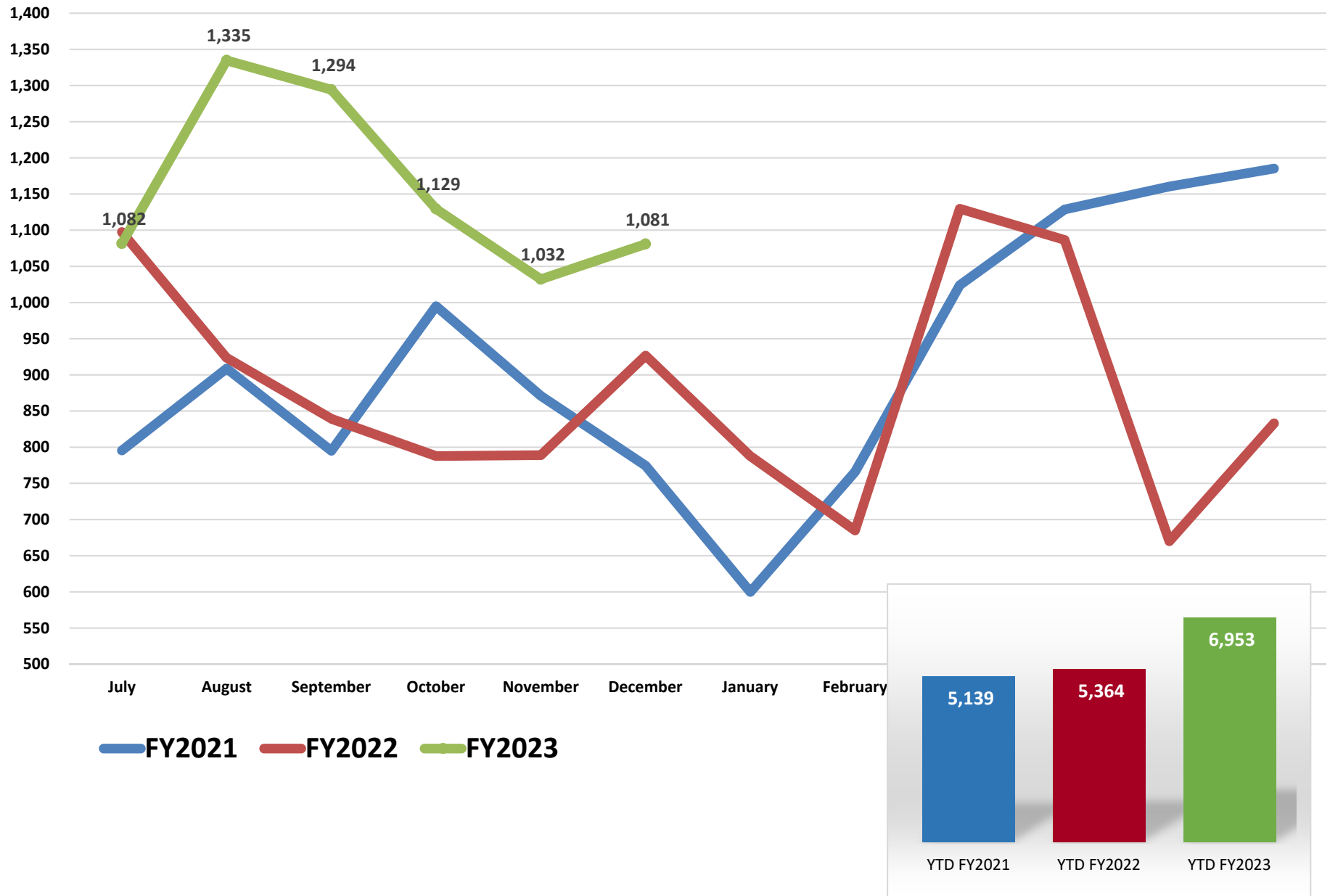
# Average Daily Census



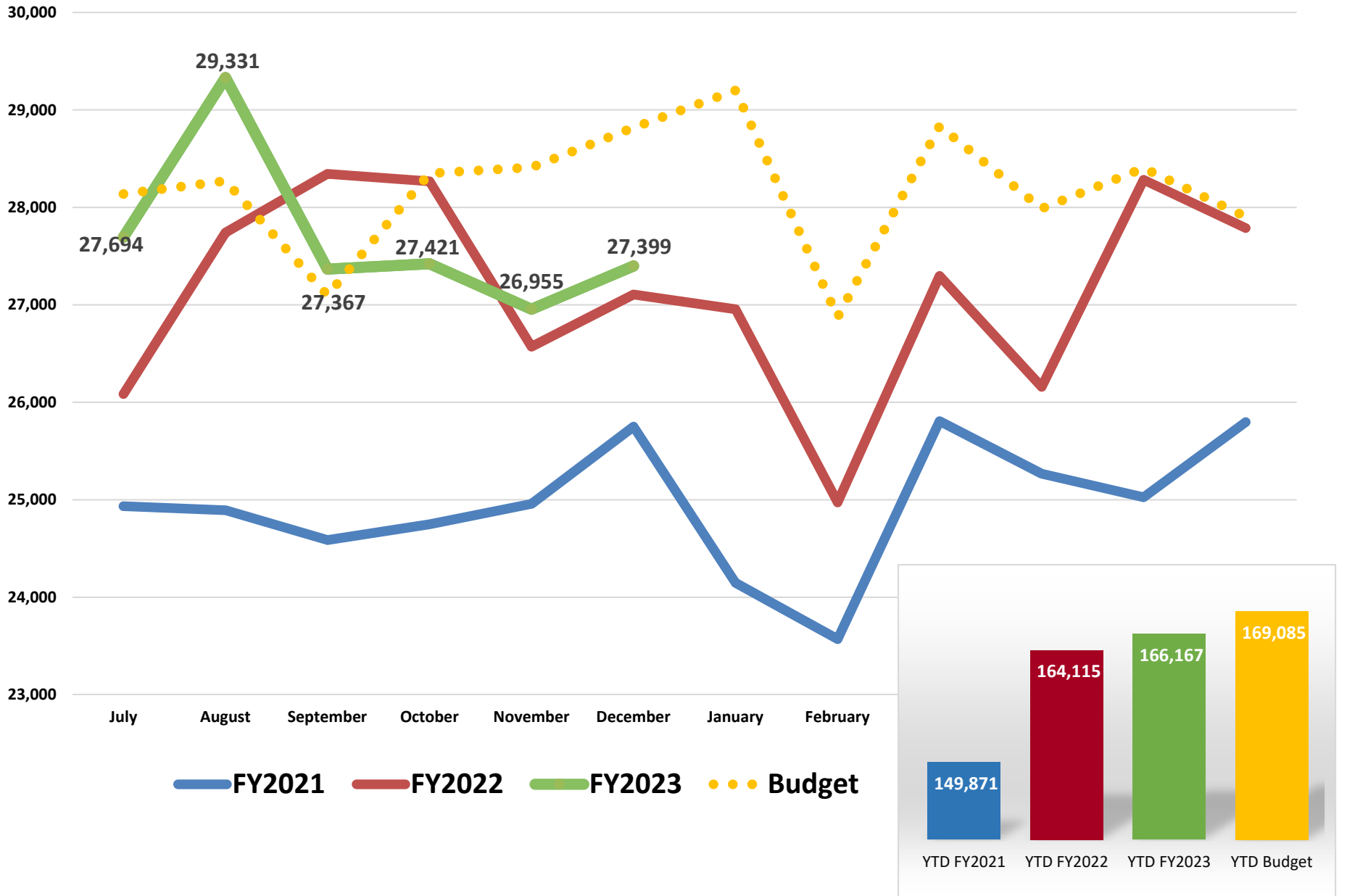
# Medical Center (Avg Patients Per Day)



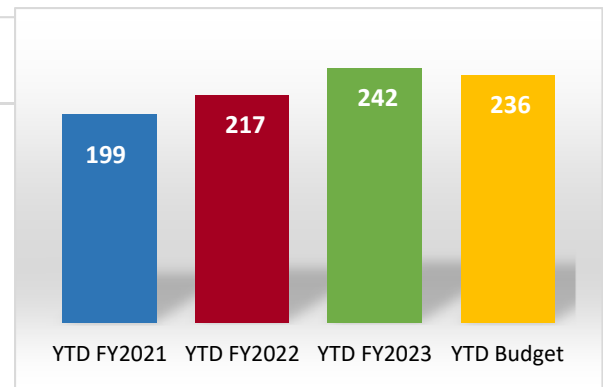
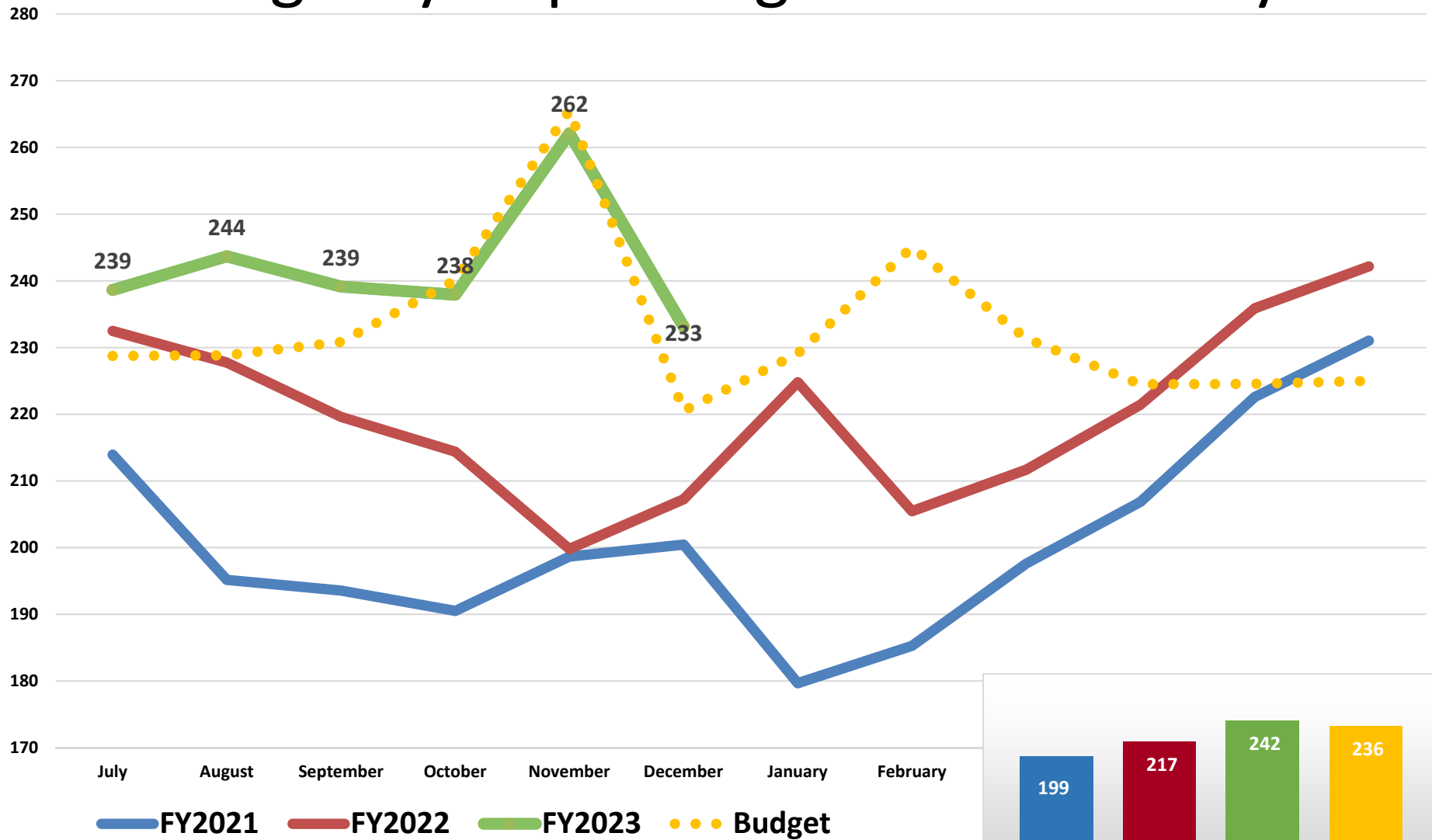
# Observation Days



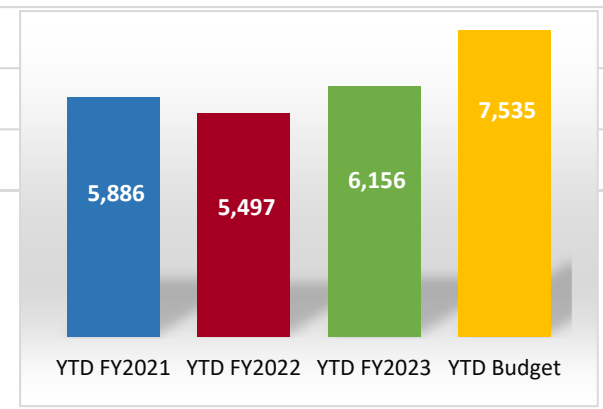
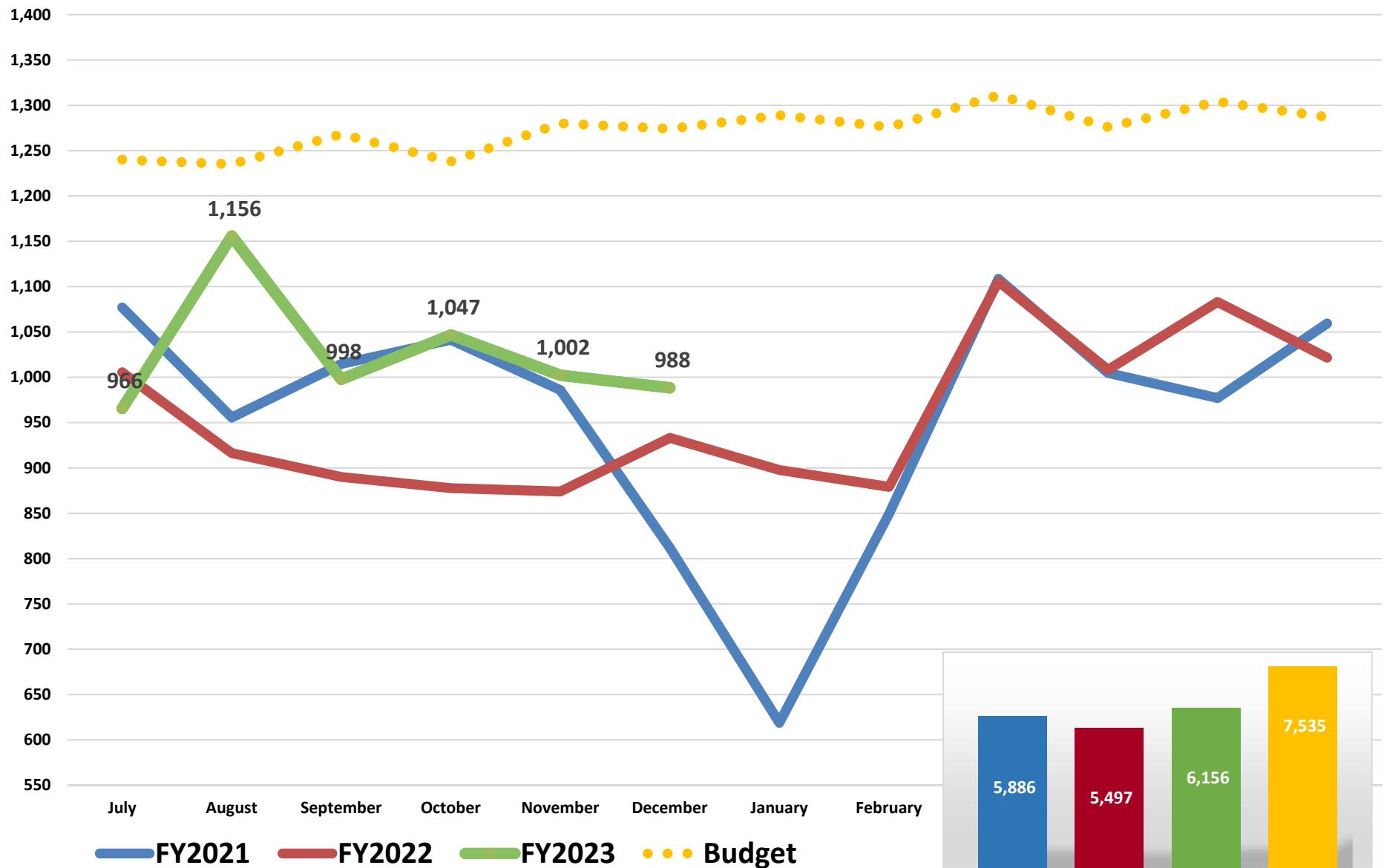
# Adjusted Patient Days



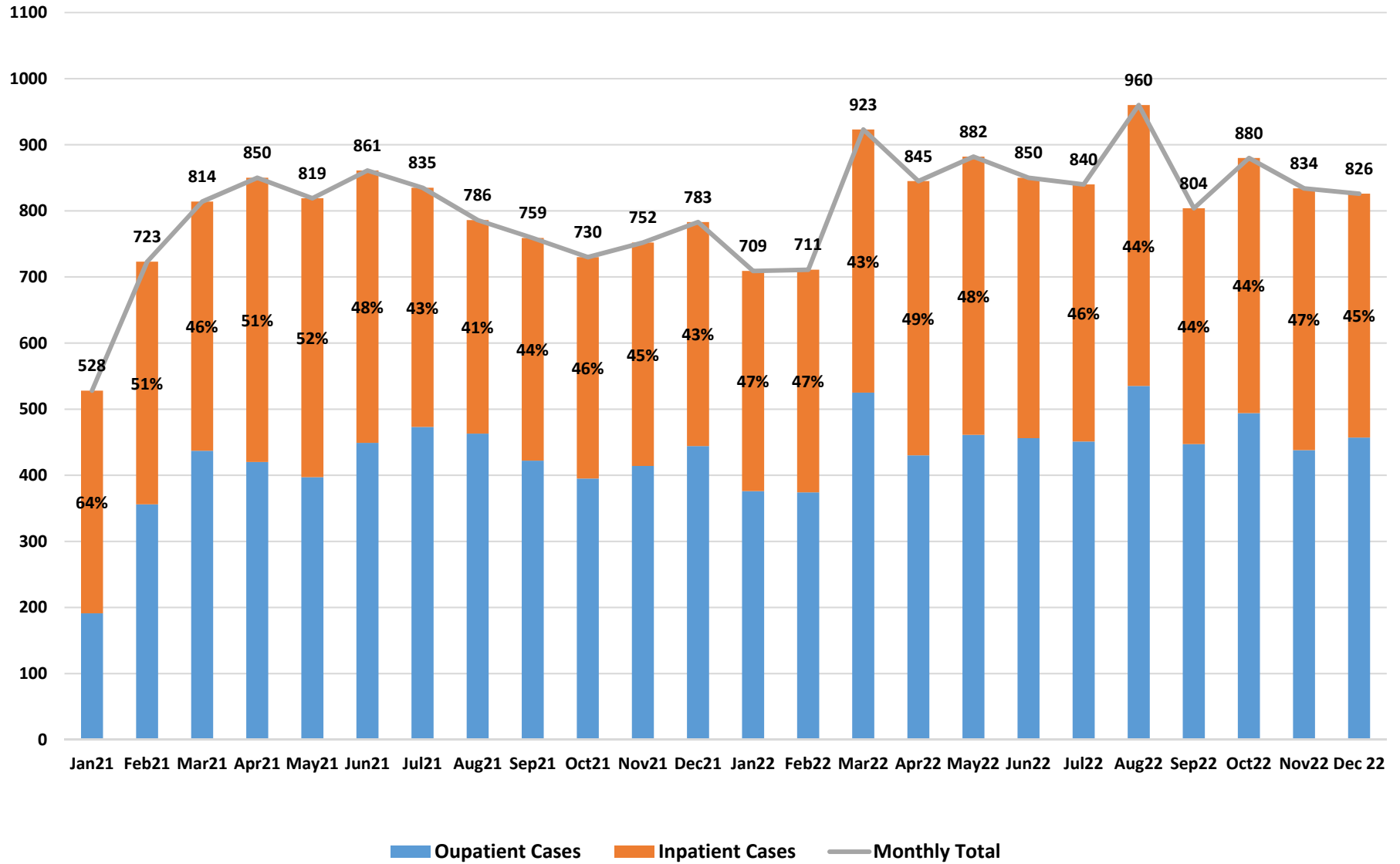
# Emergency Dept – Avg Treated Per Day



# Surgery (IP & OP) – 100 Min Units



# Surgery Cases (IP & OP)





## Statistical Results – Fiscal Year Comparison (Dec)

	Actual Results			Budget	Budget Variance	
	Dec 2021	Dec 2022	% Change	Dec 2022	Change	% Change
<b>Average Daily Census</b>	<b>461</b>	<b>438</b>	<b>(5.0%)</b>	<b>487</b>	<b>(49)</b>	<b>(10.0%)</b>
<b>KDHCD Patient Days:</b>						
Medical Center	10,093	9,269	(8.2%)	10,145	(876)	(8.6%)
Acute I/P Psych	1,233	1,384	12.2%	1,519	(135)	(8.9%)
Sub-Acute	889	949	6.7%	951	(2)	(0.2%)
Rehab	475	541	13.9%	540	1	0.2%
TCS-Ortho	306	442	44.4%	421	21	5.0%
TCS	315	29	(90.8%)	516	(487)	(94.4%)
NICU	444	452	1.8%	440	12	2.7%
Nursery	550	521	(5.3%)	565	(44)	(7.8%)
<b>Total KDHCD Patient Days</b>	<b>14,305</b>	<b>13,587</b>	<b>(5.0%)</b>	<b>15,097</b>	<b>(1,510)</b>	<b>(10.0%)</b>
<b>Total Outpatient Volume</b>	<b>46,655</b>	<b>41,726</b>	<b>(10.6%)</b>	<b>48,146</b>	<b>(6,420)</b>	<b>(13.3%)</b>

## Statistical Results – Fiscal Year Comparison (Jul-Dec)

	Actual Results			Budget	Budget Variance	
	FYTD 2022	FYTD 2023	% Change	FYTD 2023	Change	% Change
<b>Average Daily Census</b>	<b>470</b>	<b>436</b>	<b>(7.3%)</b>	<b>481</b>	<b>(46)</b>	<b>(9.5%)</b>
<b>KDHCD Patient Days:</b>						
Medical Center	60,709	53,323	(12.2%)	58,738	(5,415)	(9.2%)
Acute I/P Psych	6,926	7,831	13.1%	9,351	(1,520)	(16.3%)
Sub-Acute	5,109	5,400	5.7%	5,293	107	2.0%
Rehab	2,958	3,245	9.7%	3,407	(162)	(4.8%)
TCS-Ortho	2,127	2,305	8.4%	2,449	(144)	(5.9%)
TCS	2,429	2,115	(12.9%)	3,016	(901)	(29.9%)
NICU	2,990	2,781	(7.0%)	2,870	(89)	(3.1%)
Nursery	3,189	3,153	(1.1%)	3,443	(290)	(8.4%)
<b>Total KDHCD Patient Days</b>	<b>86,437</b>	<b>80,153</b>	<b>(7.3%)</b>	<b>88,567</b>	<b>(8,414)</b>	<b>(9.5%)</b>
<b>Total Outpatient Volume</b>	<b>283,691</b>	<b>265,351</b>	<b>(6.5%)</b>	<b>285,772</b>	<b>(20,421)</b>	<b>(7.1%)</b>

# Other Statistical Results – Fiscal Year Comparison (Dec)

	Actual Results				Budget	Budget Variance	
	Dec 2021	Dec 2022	Change	% Change	Dec 2022	Change	% Change
<b>Adjusted Patient Days</b>	<b>27,106</b>	<b>27,686</b>	<b>580</b>	<b>2.1%</b>	<b>28,817</b>	<b>(1,131)</b>	<b>(3.9%)</b>
<b>Outpatient Visits</b>	<b>46,655</b>	<b>41,726</b>	<b>(4,929)</b>	<b>(10.6%)</b>	<b>48,146</b>	<b>(6,420)</b>	<b>(13.3%)</b>
ED Total Registered	6,485	7,296	811	12.5%	6,836	460	6.7%
Physical & Other Therapy Units	17,182	18,107	925	5.4%	19,180	(1,073)	(5.6%)
Home Health Visits	2,808	2,940	132	4.7%	2,950	(10)	(0.3%)
Surgery Minutes-General & Robotic (I/P & O/P)	995	1,041	46	4.6%	1,158	(117)	(10.1%)
Radiology/CT/US/MRI Proc (I/P & O/P)	15,965	16,657	692	4.3%	15,899	758	4.8%
GME Clinic visits	1,039	1,066	27	2.6%	1,100	(34)	(3.1%)
OB Deliveries	413	393	(20)	(4.8%)	413	(20)	(4.8%)
Endoscopy Procedures (I/P & O/P)	552	517	(35)	(6.3%)	571	(54)	(9.5%)
O/P Rehab Units	19,217	17,471	(1,746)	(9.1%)	19,201	(1,730)	(9.0%)
Cath Lab Minutes (IP & OP)	337	306	(31)	(9.2%)	407	(101)	(24.8%)
Radiation Oncology Treatments (I/P & O/P)	1,785	1,596	(189)	(10.6%)	2,268	(672)	(29.6%)
Dialysis Treatments	1,545	1,373	(172)	(11.1%)	1,541	(168)	(10.9%)
KHMG RVU	31,804	27,967	(3,837)	(12.1%)	32,394	(4,427)	(13.7%)
RHC Registrations	10,872	9,482	(1,390)	(12.8%)	10,135	(653)	(6.4%)
Infusion Center	383	333	(50)	(13.1%)	421	(88)	(20.9%)
Urgent Care - Court	6,176	4,970	(1,206)	(19.5%)	3,373	1,597	47.3%
Hospice Days	4,406	3,533	(873)	(19.8%)	4,250	(717)	(16.9%)
Urgent Care - Demaree	4,162	3,257	(905)	(21.7%)	2,754	503	18.3%

# Other Statistical Results – Fiscal Year Comparison (Jul-Dec)

	Actual Results				Budget	Budget Variance	
	FY 2022	FY 2023	Change	% Change	FY 2023	Change	% Change
<b>Adjusted Patient Days</b>	<b>164,121</b>	<b>166,281</b>	<b>2,160</b>	<b>1.3%</b>	<b>169,044</b>	<b>(2,763)</b>	<b>(1.6%)</b>
<b>Outpatient Visits</b>	<b>283,691</b>	<b>265,351</b>	<b>(18,340)</b>	<b>(6.5%)</b>	<b>285,772</b>	<b>(20,421)</b>	<b>(7.1%)</b>
Surgery Minutes-General & Robotic (I/P & O/P)	5,822	6,542	720	<b>12.4%</b>	6,826	(284)	<b>(4.2%)</b>
ED Total Registered	40,480	45,153	4,673	<b>11.5%</b>	42,369	2,784	<b>6.6%</b>
Home Health Visits	16,852	17,638	786	<b>4.7%</b>	17,918	(280)	<b>(1.6%)</b>
Endoscopy Procedures (I/P & O/P)	3,132	3,241	109	<b>3.5%</b>	3,719	(478)	<b>(12.9%)</b>
Physical & Other Therapy Units	105,854	106,269	415	<b>0.4%</b>	113,869	(7,600)	<b>(6.7%)</b>
OB Deliveries	2,419	2,413	(6)	<b>(0.2%)</b>	2,415	(2)	<b>(0.1%)</b>
Radiology/CT/US/MRI Proc (I/P & O/P)	99,657	99,324	(333)	<b>(0.3%)</b>	97,498	1,826	<b>1.9%</b>
Dialysis Treatments	9,304	8,847	(457)	<b>(4.9%)</b>	9,246	(399)	<b>(4.3%)</b>
Cath Lab Minutes (IP & OP)	1,961	1,861	(100)	<b>(5.1%)</b>	2,364	(503)	<b>(21.3%)</b>
O/P Rehab Units	117,929	111,243	(6,686)	<b>(5.7%)</b>	116,937	(5,694)	<b>(4.9%)</b>
Radiation Oncology Treatments (I/P & O/P)	11,817	11,047	(770)	<b>(6.5%)</b>	13,738	(2,691)	<b>(19.6%)</b>
KHMG RVU	209,069	194,414	(14,655)	<b>(7.0%)</b>	230,403	(35,989)	<b>(15.6%)</b>
RHC Registrations	63,708	58,175	(5,533)	<b>(8.7%)</b>	56,503	1,672	<b>3.0%</b>
GME Clinic visits	6,802	6,177	(625)	<b>(9.2%)</b>	7,200	(1,023)	<b>(14.2%)</b>
Hospice Days	25,539	22,003	(3,536)	<b>(13.8%)</b>	25,465	(3,462)	<b>(13.6%)</b>
Urgent Care - Demaree	22,805	18,108	(4,697)	<b>(20.6%)</b>	15,030	3,078	<b>20.5%</b>
Infusion Center	2,454	1,938	(516)	<b>(21.0%)</b>	2,392	(454)	<b>(19.0%)</b>
Urgent Care - Court	37,782	27,908	(9,874)	<b>(26.1%)</b>	22,118	5,790	<b>26.2%</b>

## Dec Financial Comparison (000's)

	Actual Results		Budget	Budget Variance	
	Dec 2021	Dec 2022	Dec 2022	Change	% Change
<b>Operating Revenue</b>					
Net Patient Service Revenue	\$51,115	\$53,217	\$54,385	(\$1,167)	(2.1%)
Other Operating Revenue	21,358	18,452	18,417	36	0.2%
<b>Total Operating Revenue</b>	<b>72,473</b>	<b>71,670</b>	<b>72,802</b>	<b>(1,132)</b>	<b>(1.6%)</b>
<b>Operating Expenses</b>					
Employment Expense	37,366	38,105	38,550	(445)	(1.2%)
Other Operating Expense	35,698	36,110	36,944	(834)	(2.3%)
<b>Total Operating Expenses</b>	<b>73,064</b>	<b>74,216</b>	<b>75,494</b>	<b>(1,278)</b>	<b>(1.7%)</b>
<b>Operating Margin</b>	<b>(\$591)</b>	<b>(\$2,546)</b>	<b>(\$2,692)</b>	<b>\$147</b>	
Stimulus Funds	0	0	255	(255)	
<b>Operating Margin after Stimulus</b>	<b>(\$591)</b>	<b>(\$2,546)</b>	<b>(\$2,437)</b>	<b>(\$108)</b>	
Non Operating Revenue (Loss)	2,495	2,901	371	2,530	
<b>Excess Margin</b>	<b>\$1,904</b>	<b>\$355</b>	<b>(\$2,066)</b>	<b>\$2,422</b>	

<b>Operating Margin %</b>	<b>(0.8%)</b>	<b>(3.6%)</b>	<b>(3.7%)</b>
<b>OM after Stimulus%</b>	<b>(0.8%)</b>	<b>(3.6%)</b>	<b>(3.3%)</b>
<b>Excess Margin %</b>	<b>2.5%</b>	<b>0.5%</b>	<b>(2.8%)</b>
<b>Operating Cash Flow Margin %</b>	<b>3.5%</b>	<b>1.2%</b>	<b>1.0%</b>

## YTD (July-Dec) Financial Comparison (000's)

	Actual Results FYTD Jul-Dec		Budget FYTD	Budget Variance	
	FYTD2022	FYTD2023	FYTD2023	Change	% Change
<b>Operating Revenue</b>					
Net Patient Service Revenue	<b>\$320,729</b>	<b>\$319,857</b>	<b>\$337,675</b>	<b>(\$17,818)</b>	<b>(5.3%)</b>
Other Operating Revenue	105,682	106,573	109,734	(3,161)	(2.9%)
<b>Total Operating Revenue</b>	<b>426,411</b>	<b>426,430</b>	<b>447,409</b>	<b>(20,979)</b>	<b>(4.7%)</b>
<b>Operating Expenses</b>					
Employment Expense	212,071	237,807	229,311	8,496	3.7%
Other Operating Expense	217,780	225,738	225,203	535	0.2%
<b>Total Operating Expenses</b>	<b>429,851</b>	<b>463,545</b>	<b>454,513</b>	<b>9,032</b>	<b>2.0%</b>
<b>Operating Margin</b>	<b>(\$3,440)</b>	<b>(\$37,115)</b>	<b>(\$7,104)</b>	<b>(\$30,011)</b>	
Stimulus Funds	7,117	97	1,512	(1,415)	
<b>Operating Margin after Stimulus</b>	<b>\$3,677</b>	<b>(\$37,018)</b>	<b>(\$5,592)</b>	<b>(\$31,426)</b>	
Nonoperating Revenue (Loss)	4,424	384	2,195	(1,812)	
<b>Excess Margin</b>	<b>\$8,101</b>	<b>(\$37,634)</b>	<b>(\$3,397)</b>	<b>(\$33,238)</b>	

<b>Operating Margin %</b>	<b>(0.8%)</b>	<b>(8.7%)</b>	<b>(1.6%)</b>
<b>OM after Stimulus%</b>	<b>0.9%</b>	<b>(8.7%)</b>	<b>(1.2%)</b>
<b>Excess Margin %</b>	<b>1.8%</b>	<b>(8.6%)</b>	<b>(0.8%)</b>
<b>Operating Cash Flow Margin %</b>	<b>3.6%</b>	<b>(4.1%)</b>	<b>3.0%</b>

## Trended Financial Comparison (000's)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
<b>Operating Revenue</b>							
Net Patient Service Revenue	\$52,368	\$54,965	\$48,168	\$54,432	\$56,706	\$53,217	\$319,856
Supplemental Gov't Programs	5,042	5,042	4,943	5,410	5,494	5,060	30,990
Prime Program	743	743	743	743	743	743	4,456
Premium Revenue	5,901	5,927	5,972	5,943	5,784	6,780	36,307
Management Services Revenue	2,932	3,797	3,313	2,733	3,559	3,277	19,611
Other Revenue	3,495	2,164	2,334	2,462	2,161	2,594	15,210
Other Operating Revenue	18,113	17,672	17,304	17,291	17,741	18,452	106,574
<b>Total Operating Revenue</b>	<b>70,480</b>	<b>72,637</b>	<b>65,472</b>	<b>71,723</b>	<b>74,447</b>	<b>71,670</b>	<b>426,430</b>
<b>Operating Expenses</b>							
Salaries & Wages	29,176	29,435	28,455	29,473	26,929	28,727	172,196
Contract Labor	5,864	7,124	7,067	5,941	4,393	3,550	33,940
Employee Benefits	6,279	5,563	3,636	5,212	5,155	5,828	31,672
<b>Total Employment Expenses</b>	<b>41,319</b>	<b>42,122</b>	<b>39,158</b>	<b>40,625</b>	<b>36,477</b>	<b>38,105</b>	<b>237,807</b>
Medical & Other Supplies	9,593	11,666	11,642	11,523	11,358	10,632	66,414
Physician Fees	8,892	9,585	8,814	9,859	9,645	8,276	55,070
Purchased Services	2,937	1,120	1,556	1,349	1,328	1,576	9,867
Repairs & Maintenance	2,237	2,486	2,516	2,542	2,460	2,365	14,605
Utilities	715	999	1,061	942	881	806	5,403
Rents & Leases	510	540	537	552	566	553	3,258
Depreciation & Amortization	2,657	2,650	2,640	2,651	2,693	2,680	15,971
Interest Expense	589	589	589	590	658	701	3,714
Other Expense	1,631	2,013	1,825	1,510	1,759	1,834	10,572
Humana Cap Plan Expenses	4,404	3,831	3,777	2,680	3,454	3,372	21,517
Management Services Expense	2,921	3,660	3,370	2,707	3,371	3,317	19,346
<b>Total Other Expenses</b>	<b>37,087</b>	<b>39,139</b>	<b>38,324</b>	<b>36,904</b>	<b>38,173</b>	<b>36,110</b>	<b>225,738</b>
<b>Total Operating Expenses</b>	<b>78,406</b>	<b>81,261</b>	<b>77,483</b>	<b>77,529</b>	<b>74,650</b>	<b>74,216</b>	<b>463,545</b>
<b>Operating Margin</b>	<b>(\$7,926)</b>	<b>(\$8,623)</b>	<b>(\$12,010)</b>	<b>(\$5,807)</b>	<b>(\$203)</b>	<b>(\$2,546)</b>	<b>(\$37,116)</b>
Stimulus Funds	\$97	\$0	\$0	\$0	\$0	\$0	\$97
<b>Operating Margin after Stimulus</b>	<b>(\$7,829)</b>	<b>(\$8,623)</b>	<b>(\$12,010)</b>	<b>(\$5,807)</b>	<b>(\$203)</b>	<b>(\$2,546)</b>	<b>(\$37,019)</b>
Nonoperating Revenue (Loss)	455	326	(3,901)	452	150	2,901	383
<b>Excess Margin</b>	<b>(\$7,374)</b>	<b>(\$8,297)</b>	<b>(\$15,911)</b>	<b>(\$5,355)</b>	<b>(\$18)</b>	<b>\$355</b>	<b>(\$36,601)</b>

## December Financial Comparison (000's)

	Actual Results			Budget	Budget Variance	
	Dec 2021	Dec 2022	% Change	Dec 2022	Change	% Change
<b>Operating Revenue</b>						
Net Patient Service Revenue	\$51,115	\$53,217	4.1%	\$54,385	(\$1,167)	(2.1%)
Supplemental Gov't Programs	10,297	5,060	(50.9%)	5,257	(198)	(3.8%)
Prime/QIP Program	667	743	11.4%	757	(14)	(1.9%)
Premium Revenue	5,173	6,780	31.1%	6,459	321	5.0%
Management Services Revenue	2,921	3,277	12.2%	3,478	(201)	(5.8%)
Other Revenue	2,300	2,594	12.7%	2,466	128	5.2%
Other Operating Revenue	21,358	18,452	(13.6%)	18,417	36	0.2%
<b>Total Operating Revenue</b>	<b>72,473</b>	<b>71,670</b>	<b>(1.1%)</b>	<b>72,802</b>	<b>(1,132)</b>	<b>(1.6%)</b>
<b>Operating Expenses</b>						
Salaries & Wages	29,967	28,727	(4.1%)	29,920	(1,193)	(4.0%)
Contract Labor	3,238	3,550	9.7%	2,462	1,089	44.2%
Employee Benefits	4,161	5,828	40.0%	6,168	(340)	(5.5%)
<b>Total Employment Expenses</b>	<b>37,366</b>	<b>38,105</b>	<b>2.0%</b>	<b>38,550</b>	<b>(445)</b>	<b>(1.2%)</b>
Medical & Other Supplies	10,687	10,632	(0.5%)	10,170	462	4.5%
Physician Fees	9,479	8,276	(12.7%)	8,840	(564)	(6.4%)
Purchased Services	1,745	1,576	(9.7%)	1,676	(100)	(6.0%)
Repairs & Maintenance	2,331	2,365	1.4%	2,560	(195)	(7.6%)
Utilities	654	806	23.2%	716	89	12.4%
Rents & Leases	505	553	9.6%	698	(145)	(20.7%)
Depreciation & Amortization	2,631	2,680	1.8%	2,834	(154)	(5.4%)
Interest Expense	498	701	40.6%	611	90	14.7%
Other Expense	1,804	1,834	1.7%	2,162	(328)	(15.2%)
Humana Cap Plan Expense	2,902	3,372	16.2%	3,242	130	4.0%
Management Services Expense	2,462	3,317	34.7%	3,436	(119)	(3.5%)
<b>Total Other Expenses</b>	<b>35,698</b>	<b>36,110</b>	<b>1.2%</b>	<b>36,944</b>	<b>(834)</b>	<b>(2.3%)</b>
<b>Total Operating Expenses</b>	<b>73,064</b>	<b>74,216</b>	<b>1.6%</b>	<b>75,494</b>	<b>(1,278)</b>	<b>(1.7%)</b>
<b>Operating Margin</b>	<b>(\$591)</b>	<b>(\$2,546)</b>	<b>330.9%</b>	<b>(\$2,692)</b>	<b>\$147</b>	
Stimulus Funds	0	0	0.0%	255	(255)	
<b>Operating Margin after Stimulus</b>	<b>(\$591)</b>	<b>(\$2,546)</b>	<b>330.9%</b>	<b>(\$2,437)</b>	<b>(\$108)</b>	
Nonoperating Income						
Nonoperating Revenue (Loss)	2,495	2,901	16.3%	371	2,530	
<b>Excess Margin</b>	<b>\$1,904</b>	<b>\$355</b>	<b>(81.3%)</b>	<b>(\$2,066)</b>	<b>\$2,422</b>	



# YTD Financial Comparison (000's)

	Actual Results FYTD Jul-Dec			Budget FYTD	Budget Variance	FYTD
	FYTD2022	FYTD2023	% Change	FYTD2023	Change	% Change
<b>Operating Revenue</b>						
Net Patient Service Revenue	\$320,729	\$319,857	(0.3%)	\$337,675	(\$17,818)	(5.3%)
Supplemental Gov't Programs	39,318	30,990	(21.2%)	31,206	(215)	(0.7%)
Prime/QIP Program	4,000	4,456	11.4%	4,492	(37)	(0.8%)
Premium Revenue	30,873	36,307	17.6%	38,755	(2,448)	(6.3%)
Management Services Revenue	18,740	19,611	4.6%	20,643	(1,032)	(5.0%)
Other Revenue	12,751	15,210	19.3%	14,639	571	3.9%
Other Operating Revenue	105,682	106,573	0.8%	109,734	(3,161)	(2.9%)
<b>Total Operating Revenue</b>	<b>426,411</b>	<b>426,430</b>	<b>0.0%</b>	<b>447,409</b>	<b>(20,979)</b>	<b>(4.7%)</b>
<b>Operating Expenses</b>						
Salaries & Wages	176,469	172,196	(2.4%)	178,309	(6,113)	(3.4%)
Contract Labor	11,050	33,940	207.2%	14,335	19,605	136.8%
Employee Benefits	24,552	31,671	29.0%	36,667	(4,996)	(13.6%)
<b>Total Employment Expenses</b>	<b>212,071</b>	<b>237,807</b>	<b>12.1%</b>	<b>229,311</b>	<b>8,496</b>	<b>3.7%</b>
Medical & Other Supplies	67,565	66,414	(1.7%)	63,663	2,751	4.3%
Physician Fees	53,600	55,070	2.7%	54,644	425	0.8%
Purchased Services	9,140	9,867	8.0%	9,956	(90)	(0.9%)
Repairs & Maintenance	14,287	14,605	2.2%	15,336	(730)	(4.8%)
Utilities	4,399	5,403	22.8%	4,767	636	13.3%
Rents & Leases	2,981	3,258	9.3%	3,589	(331)	(9.2%)
Depreciation & Amortization	15,804	15,971	1.1%	17,002	(1,030)	(6.1%)
Interest Expense	3,198	3,714	16.1%	3,625	90	2.5%
Other Expense	9,482	10,572	11.5%	12,823	(2,251)	(17.6%)
Humana Cap Plan Expense	19,631	21,518	9.6%	19,404	2,114	10.9%
Management Services Expense	17,693	19,346	9.3%	20,395	(1,049)	(5.1%)
<b>Total Other Expenses</b>	<b>217,780</b>	<b>225,738</b>	<b>3.7%</b>	<b>225,203</b>	<b>535</b>	<b>0.2%</b>
<b>Total Operating Expenses</b>	<b>429,851</b>	<b>463,545</b>	<b>7.8%</b>	<b>454,513</b>	<b>9,032</b>	<b>2.0%</b>
<b>Operating Margin</b>	<b>(\$3,440)</b>	<b>(\$37,115)</b>	<b>(978.9%)</b>	<b>(\$7,104)</b>	<b>(\$30,011)</b>	
Stimulus Funds	7,117	97	(98.6%)	1,512	(1,415)	
<b>Operating Margin after Stimulus</b>	<b>\$3,677</b>	<b>(\$37,018)</b>	<b>(1106.7%)</b>	<b>(\$5,592)</b>	<b>(\$31,426)</b>	
Nonoperating Income						
Nonoperating Revenue (Loss)	4,424	384	(91.3%)	2,195	(1,812)	
<b>Excess Margin</b>	<b>\$8,101</b>	<b>(\$36,634)</b>	<b>(552.2%)</b>	<b>(\$3,397)</b>	<b>(\$33,238)</b>	

<b>Operating Margin %</b>	<b>(0.8%)</b>	<b>(8.7%)</b>		<b>(1.6%)</b>
<b>OM after Stimulus%</b>	<b>0.9%</b>	<b>(8.7%)</b>		<b>(1.2%)</b>

## Kaweah Health Medical Group

### Fiscal Year Financial Comparison (000's)

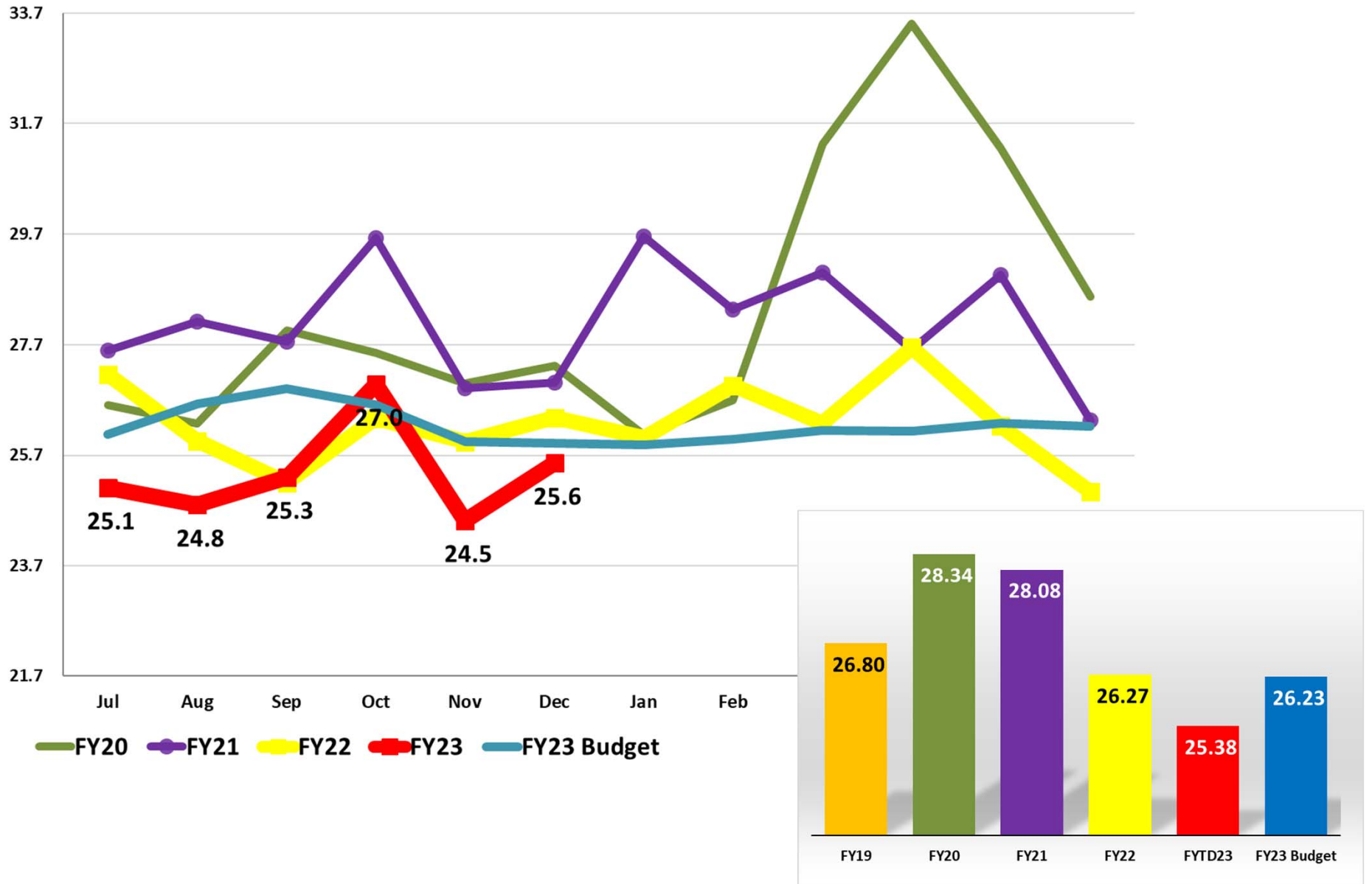
	Actual Results FYTD July – Dec			Budget FYTD	Budget Variance	FYTD
	Dec 2021	Dec 2022	% Change	Dec 2022	Change	% Change
<b>Operating Revenue</b>						
Net Patient Service Revenue	\$24,183	\$24,095	(0.4%)	\$26,382	(\$2,287)	(8.7%)
Other Revenue	992	392	(60.5%)	596	(204)	(34.2%)
Other Operating Revenue	992	392	(60.5%)	596	(204)	(34.2%)
<b>Total Operating Revenue</b>	<b>25,175</b>	<b>24,488</b>	<b>(2.7%)</b>	<b>26,978</b>	<b>(2,491)</b>	<b>(9.2%)</b>
<b>Operating Expenses</b>						
Salaries & Wages	5,762	6,048	5.0%	6,645	(597)	(9.0%)
Employee Benefits	844	1,172	38.9%	1,362	(190)	(14.0%)
<b>Total Employment Expenses</b>	<b>6,606</b>	<b>7,220</b>	<b>9.3%</b>	<b>8,007</b>	<b>(787)</b>	<b>(9.8%)</b>
Medical & Other Supplies	3,514	3,867	10.1%	3,573	294	8.2%
Physician Fees	14,580	13,802	(5.3%)	15,088	(1,286)	(8.5%)
Purchased Services	508	458	(9.9%)	546	(88)	(16.2%)
Repairs & Maintenance	1,068	1,229	15.1%	1,396	(167)	(12.0%)
Utilities	249	307	23.7%	304	3	1.0%
Rents & Leases	1,258	1,287	2.3%	1,330	(43)	(3.3%)
Depreciation & Amortization	395	338	(14.4%)	386	(48)	(12.4%)
Interest Expense	1	0	(100.0%)	0	0	0.0%
Other Expense	684	580	(15.2%)	918	(338)	(36.8%)
<b>Total Other Expenses</b>	<b>22,255</b>	<b>21,868</b>	<b>(1.7%)</b>	<b>23,541</b>	<b>(1,673)</b>	<b>(7.1%)</b>
<b>Total Operating Expenses</b>	<b>28,861</b>	<b>29,088</b>	<b>0.8%</b>	<b>31,548</b>	<b>(2,460)</b>	<b>(7.8%)</b>
Stimulus Funds	0	0	0.0%	0	0	0.0%
<b>Excess Margin</b>	<b>(\$3,686)</b>	<b>(\$4,600)</b>	<b>(24.8%)</b>	<b>(\$4,570)</b>	<b>(\$30)</b>	<b>(0.7%)</b>
<b>Excess Margin %</b>	<b>(14.6%)</b>	<b>(18.8%)</b>		<b>(16.9%)</b>		

# Month of December - Budget Variances

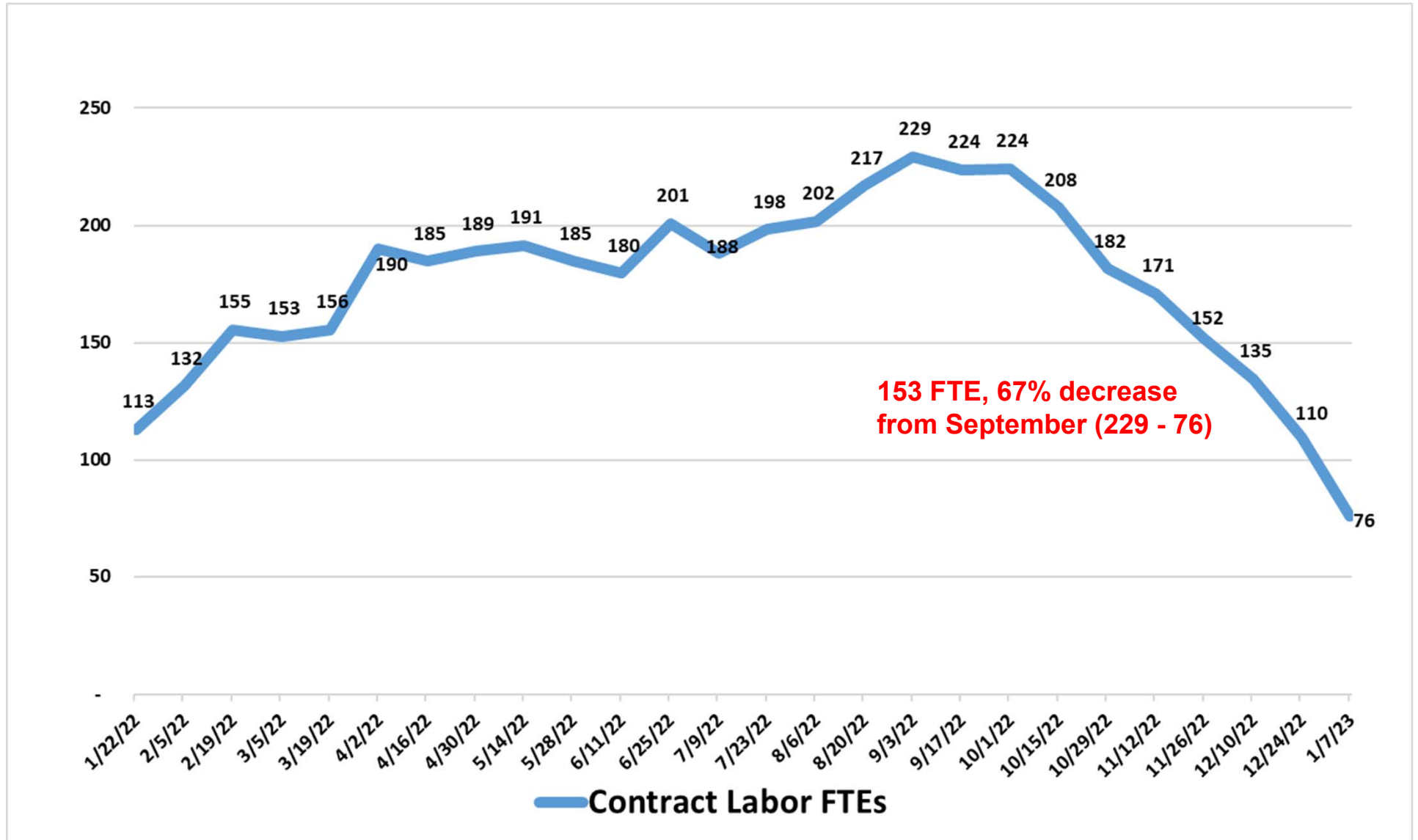
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- **Closure of the Transitional Care Service Unit on Court Street.** Beginning in November, we stopped accepting patients at our TCS South location. This ramp down represents approximately \$245K less in net patient revenue and \$332K less in direct costs, which is a \$87K positive net bottom line impact for December and a \$180K impact for November and December.
- **Net Patient Revenues:** Net patient revenue was under budget by \$1.2M or 2.1% in December. The decrease was due to lower patient volume than budgeted. Inpatient days were 10% under budget primarily due to the downtown campus and the closure of TCS. This was offset by our outpatient equivalent days being 2.8% over budget. This was also offset by \$850K that was recognized due to the resolution of 3 prior payer issues from Health Net, Kaiser and Urgent Care Clinics.
- **Salaries and Contract Labor:** Salary and wages were right on budget. The lower patient volume resulted in lower worked hours which was offset by higher than budgeted contract labor.
- **Medical and Other Supplies:** In December, there was \$485K unfavorable variance related to COVID supplies and a \$380K reduction budgeted for length of stay that has not yet materialized.

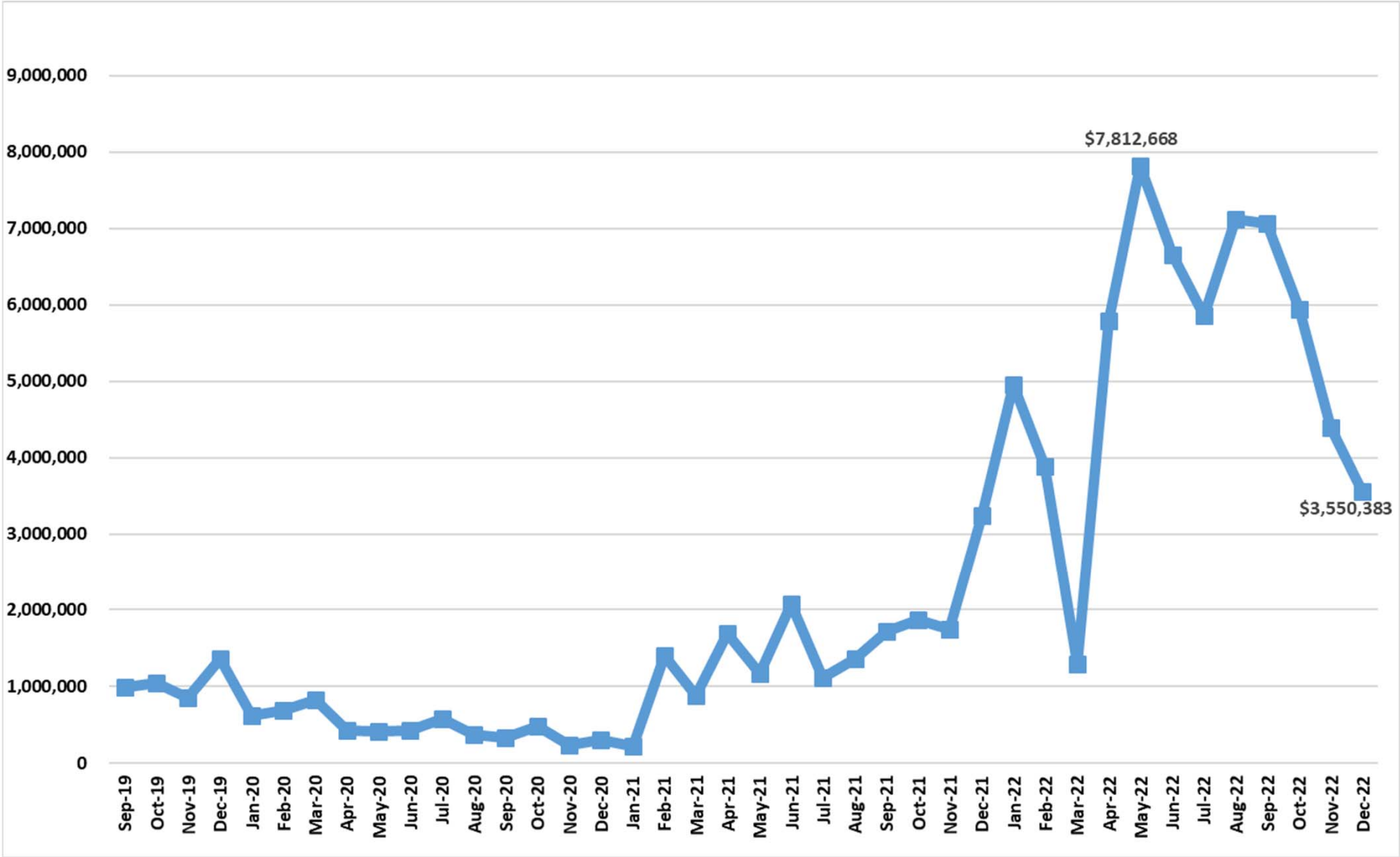
# Productivity: Worked Hours/Adjusted Patient Days



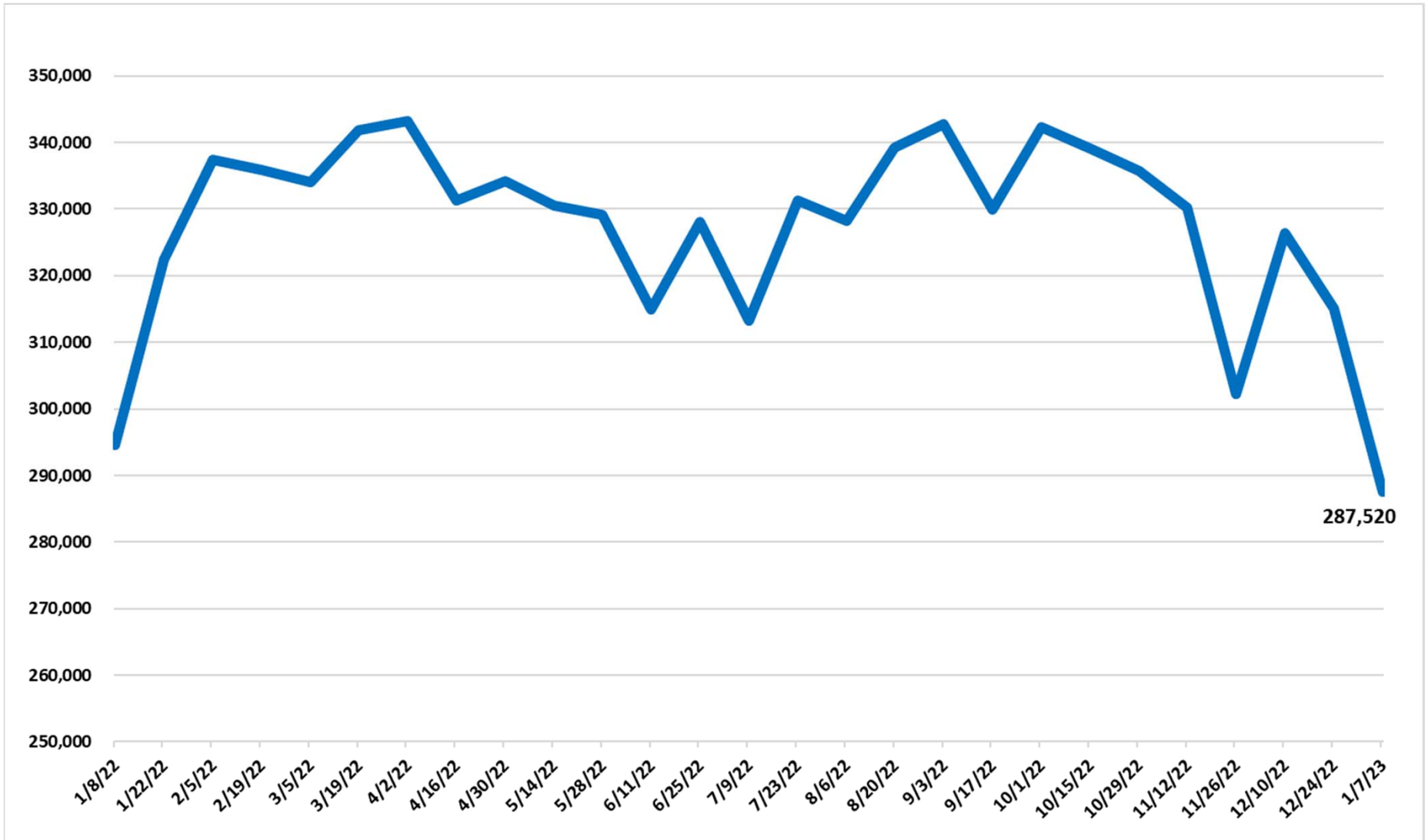
# Contract Labor Full Time Equivalents (FTEs)



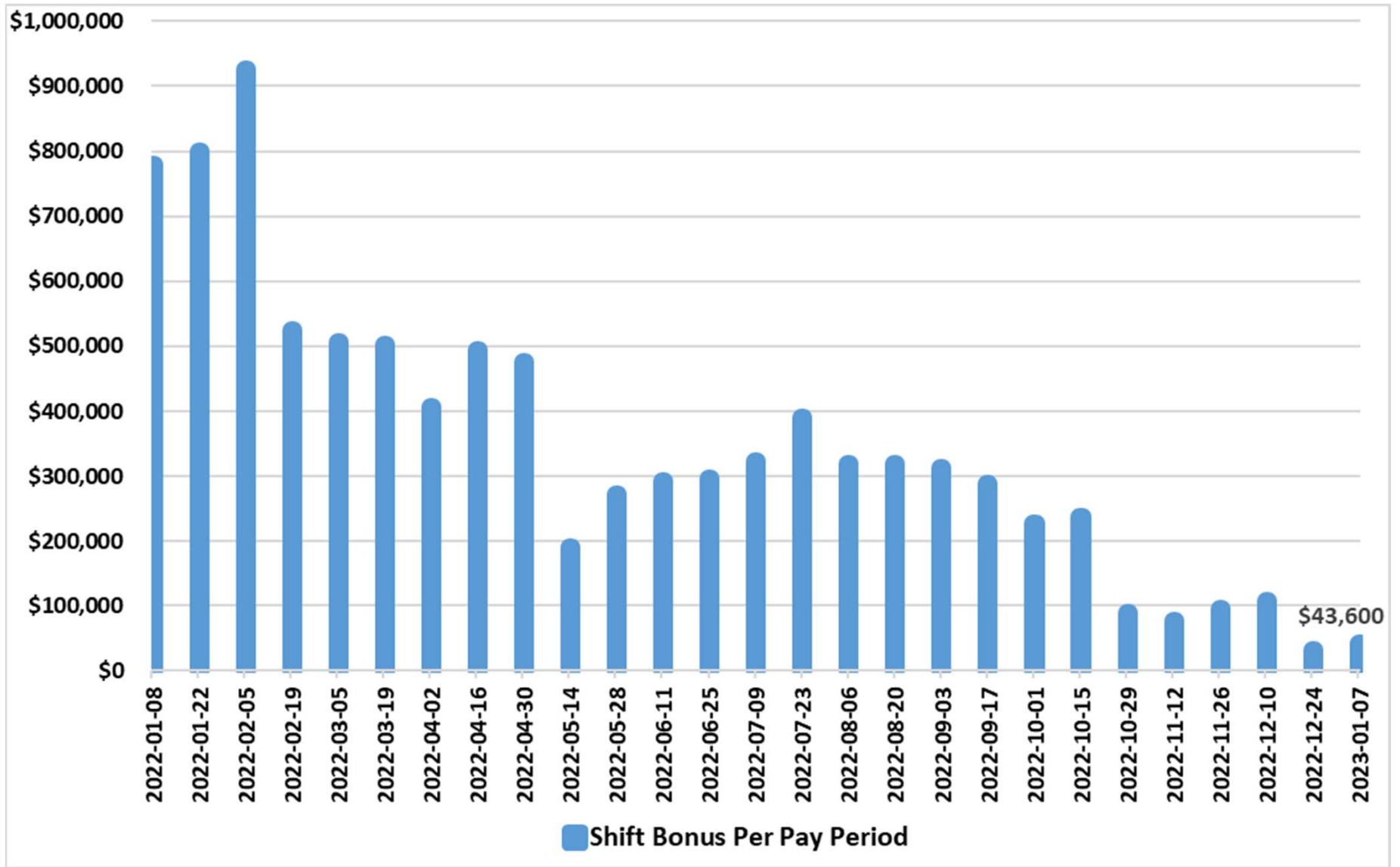
# Contract Labor Expense



# Productive Hours



# Shift Bonus



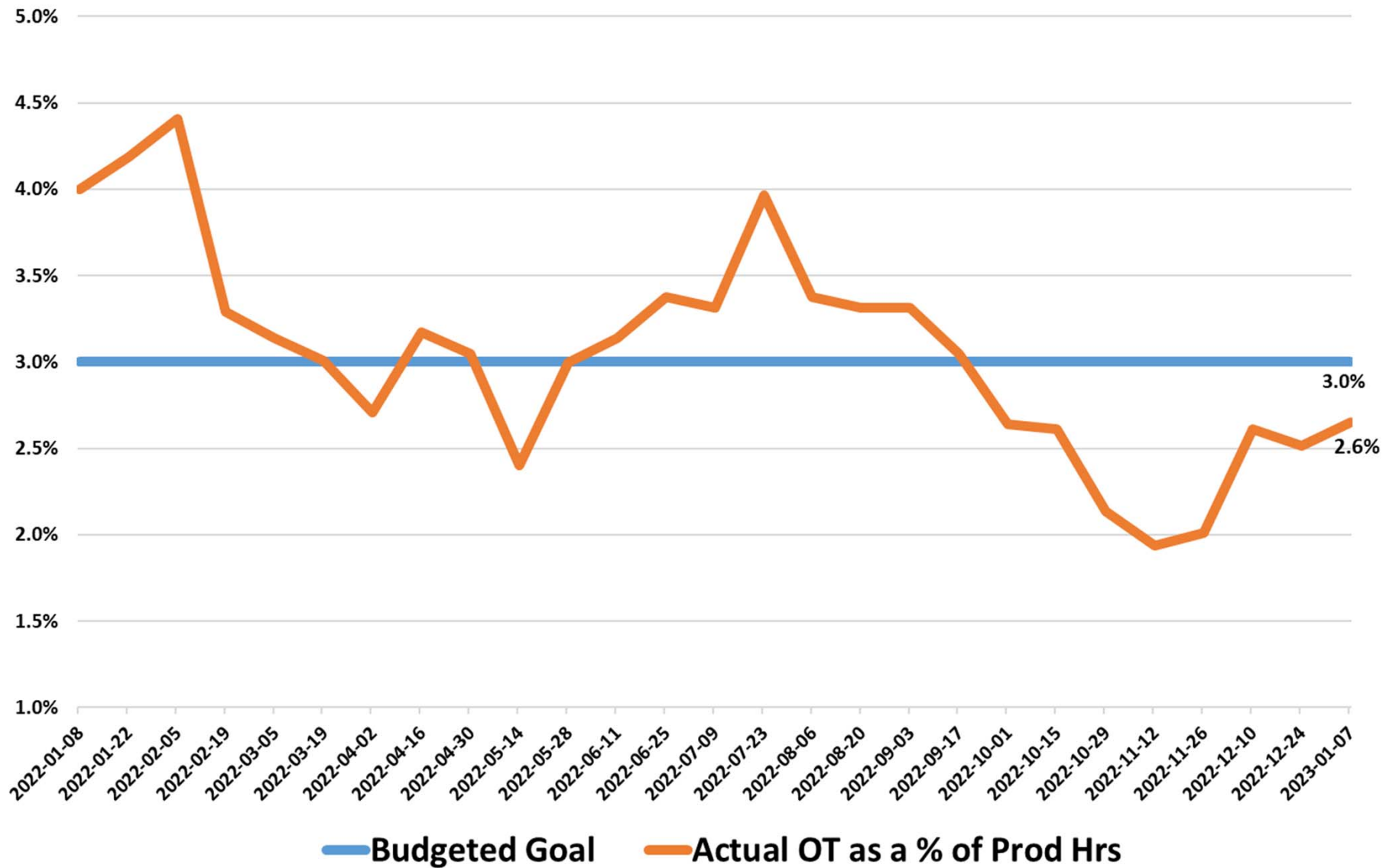


# \$ Impact on 7 shifts for \$7

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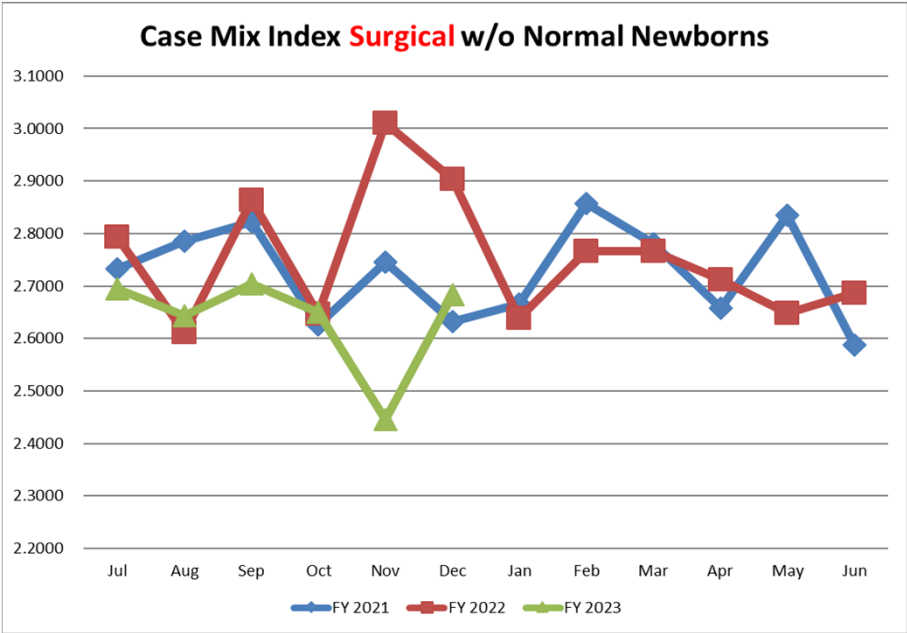
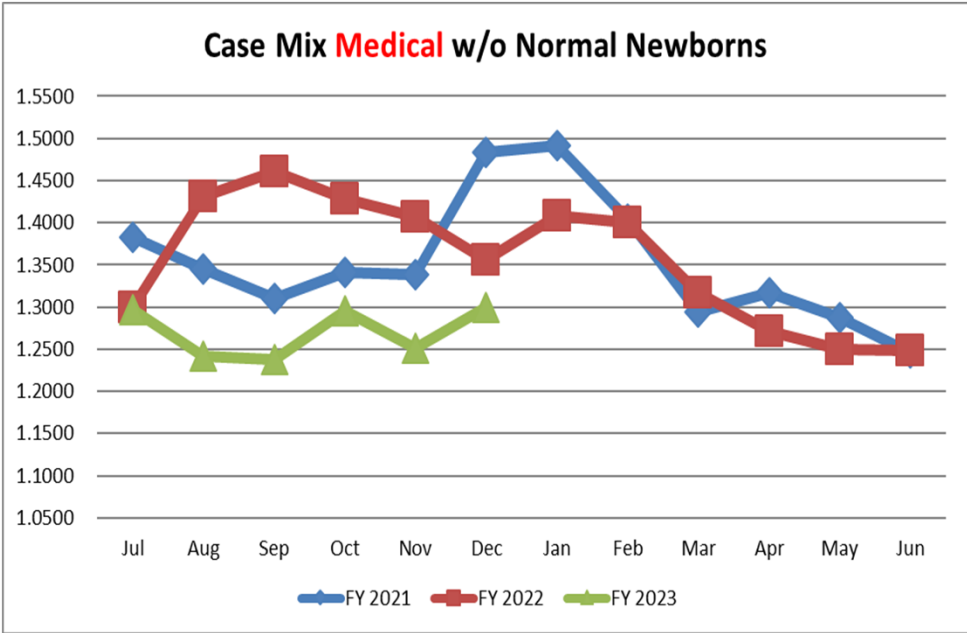
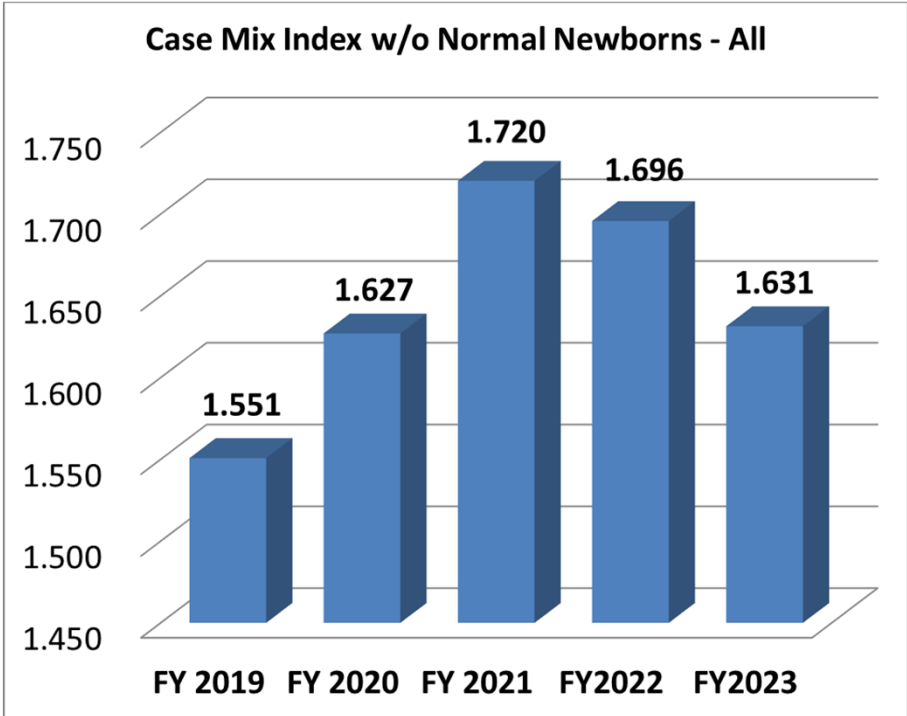
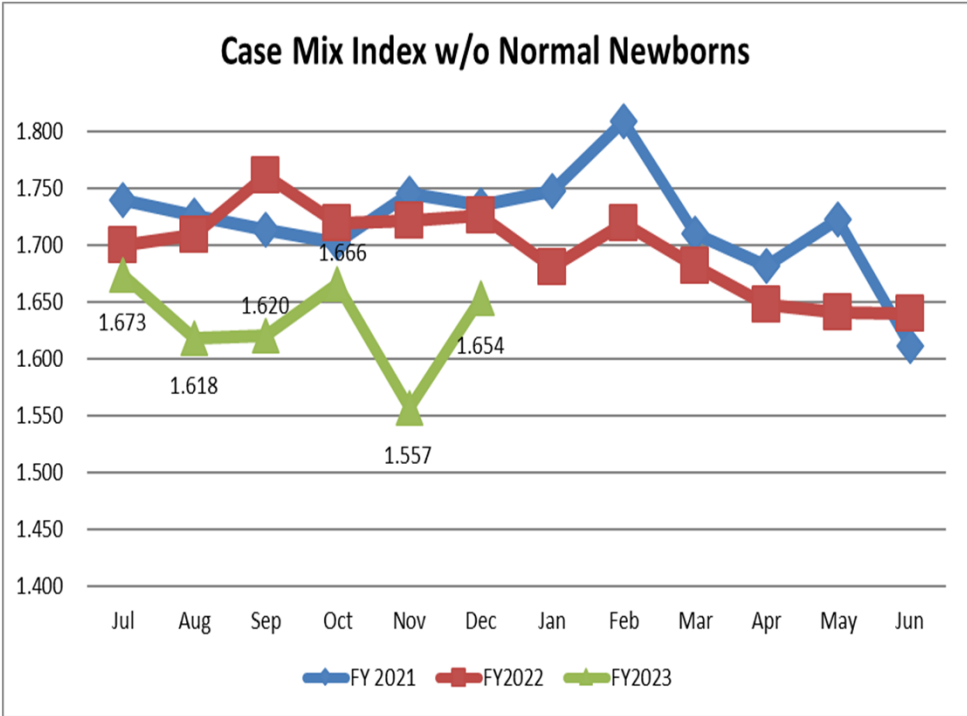
	2023-01-07	2022-12-24	Annualized
<b>Additional Pay</b>	\$ 122,915	\$ 106,693	\$ 3,195,785
<b># of Staff Participating</b>	156	187	
<b>Average \$ per person</b>	\$ 788	\$ 571	

# Overtime as a % of Productive Hours and \$

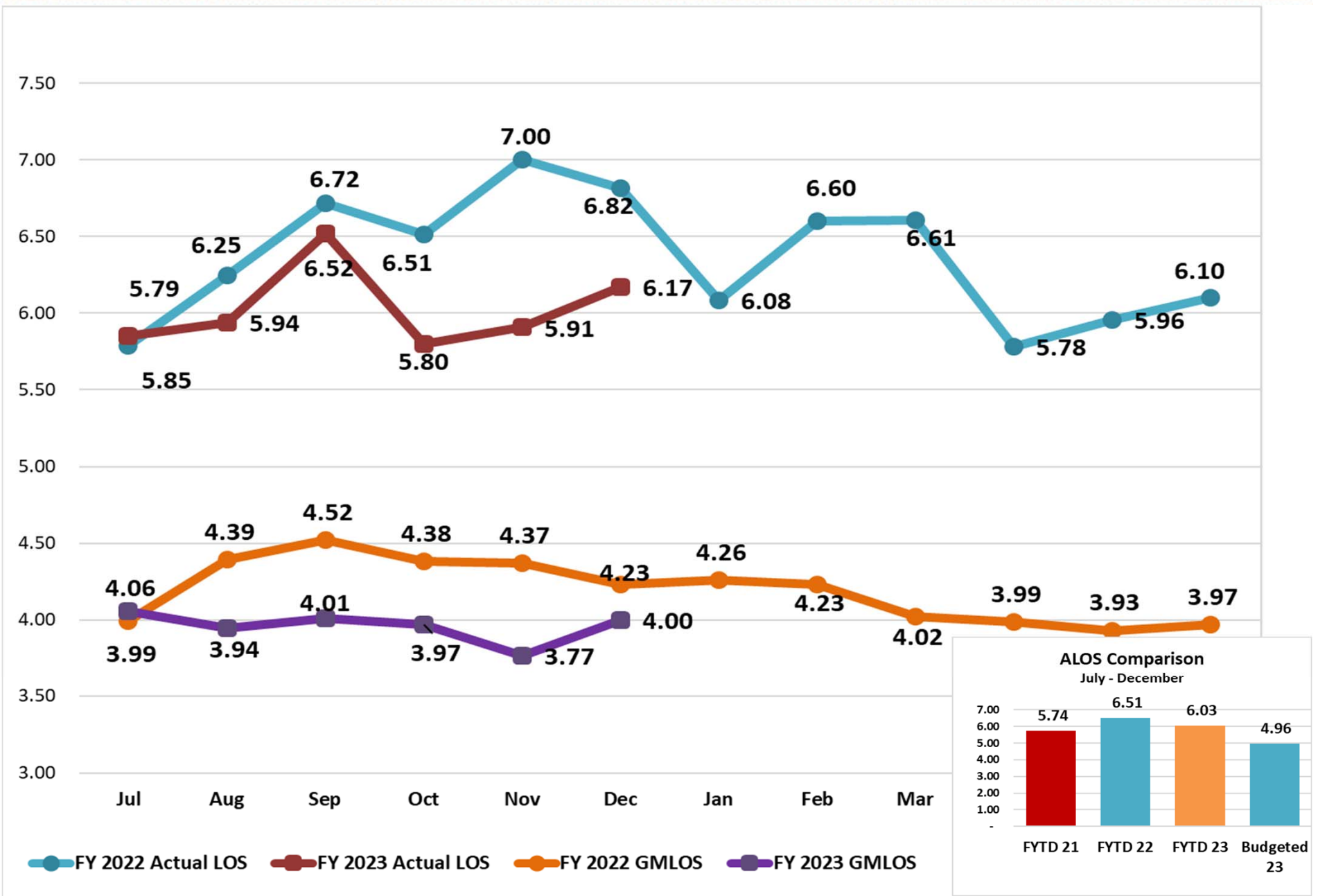


# Overtime Biweekly Expense





# Average Length of Stay versus National Average (GMLOS)



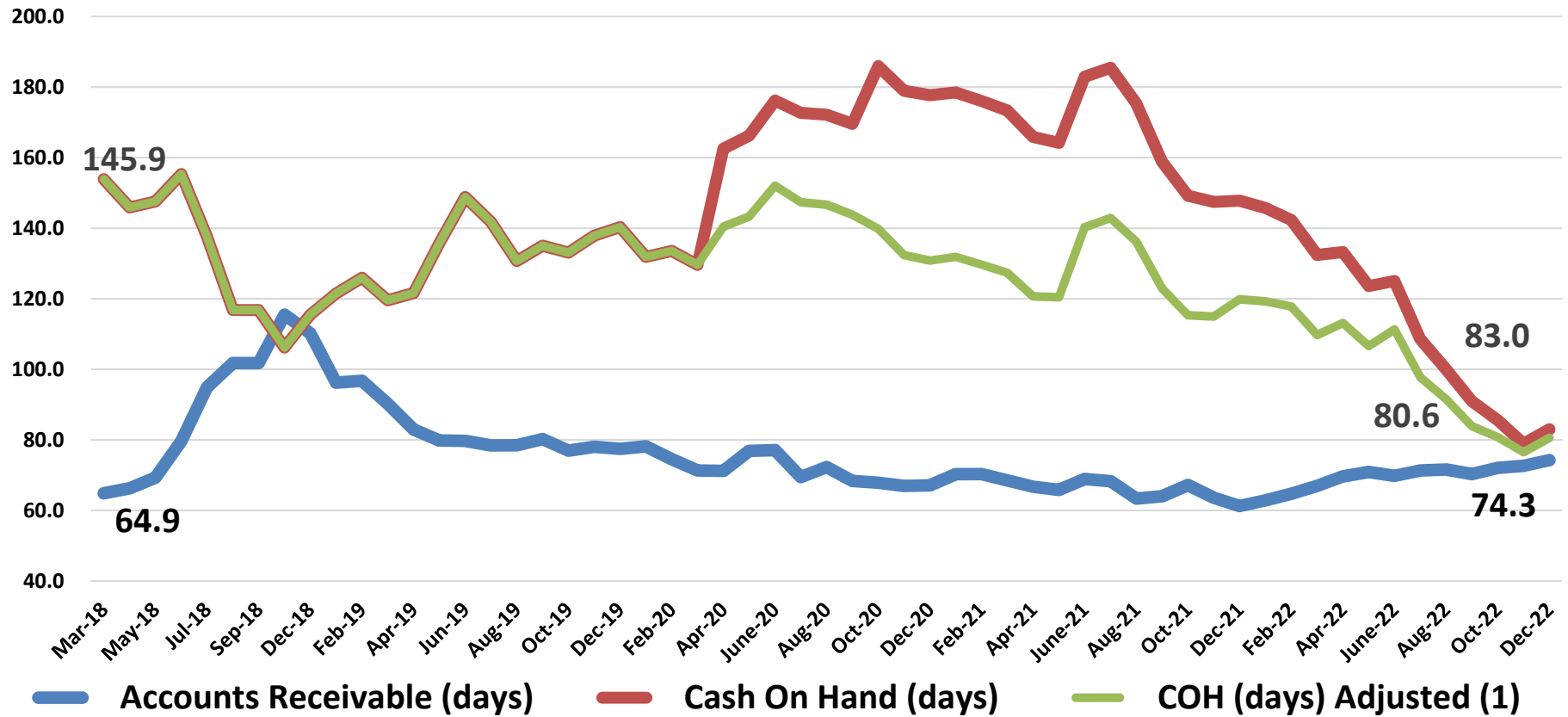
# Average Length of Stay versus National Average (GMLOS)

	Including COVID Patients			Excluding COVID Patients			Gap Diff
	ALOS	GMLOS	GAP	ALOS	GMLOS	GAP	
Mar-20	5.20	4.04	1.16	5.17	4.03	1.14	0.02
Apr-20	5.30	4.25	1.05	5.20	4.17	1.03	0.02
May-20	5.25	4.16	1.09	4.74	4.06	0.68	0.40
Jun-20	5.61	4.11	1.50	4.98	3.95	1.03	0.47
Jul-20	5.61	4.32	1.29	5.01	4.05	0.96	0.33
Aug-20	5.70	4.23	1.47	5.00	3.95	1.05	0.42
Sep-20	5.93	4.17	1.76	5.33	4.00	1.33	0.43
Oct-20	5.21	4.09	1.12	4.98	3.98	1.00	0.12
Nov-20	5.66	4.21	1.45	5.40	4.07	1.33	0.12
Dec-20	6.32	4.50	1.82	5.16	3.97	1.19	0.63
Jan-21	7.07	4.72	2.35	5.61	4.15	1.46	0.90
Feb-21	6.73	4.37	2.36	5.64	4.01	1.63	0.73
Mar-21	5.76	4.07	1.69	5.04	3.92	1.12	0.57
Apr-21	5.40	3.98	1.42	5.22	3.89	1.33	0.09
May-21	5.57	4.00	1.57	5.34	3.92	1.42	0.15
Jun-21	5.76	3.90	1.86	5.68	3.88	1.80	0.06
Jul-21	5.79	3.99	1.80	5.69	3.94	1.75	0.05
Aug-21	6.25	4.39	1.86	5.95	4.05	1.90	(0.04)
Sep-21	6.72	4.52	2.20	5.89	4.08	1.81	0.39
Oct-21	6.51	4.38	2.13	5.34	4.00	1.34	0.79
Nov-21	7.00	4.37	2.63	5.75	3.95	1.80	0.83
Dec-21	6.82	4.23	2.59	6.12	3.98	2.14	0.45
Jan-22	6.08	4.26	1.82	5.96	3.96	2.00	(0.18)
Feb-22	6.60	4.23	2.37	5.86	3.82	2.04	0.33
Mar-22	6.61	4.02	2.59	5.68	3.89	1.79	0.80
Apr-22	5.78	3.99	1.79	5.66	3.98	1.68	0.11
May-22	5.96	3.93	2.03	5.60	3.87	1.73	0.30
Jun-22	6.10	3.97	2.13	5.62	3.88	1.74	0.39
Jul-22	5.85	4.06	1.79	5.64	3.89	1.75	0.04
Aug-22	5.94	3.94	2.00	5.60	3.83	1.77	0.23
Sep-22	6.52	4.01	2.51	6.27	3.93	2.34	0.17
Oct-22	5.80	3.97	1.83	5.59	3.91	1.68	0.15
Nov-22	5.92	3.77	2.15	5.84	3.74	2.10	0.05
Dec-22	6.17	4.00	2.17	5.72	3.91	1.81	0.36
<b>Average</b>	<b>6.01</b>	<b>4.15</b>	<b>1.86</b>	<b>5.51</b>	<b>3.96</b>	<b>1.55</b>	<b>0.31</b>

# Opportunity Cost of Reducing LOS to National Average - \$82M FY22



# Trended Liquidity Ratios



(1) Adjusted for Medicare accelerated payments and the deferral of employer portion of FICA as allowed by the CARES act.



# Service Line Summary Volume Report

	Patient Cases				Patient Cases %			
	2020	2021	2022	2023	2020	2021	2022	2023
<b>▣ Inpatient</b>								
▣ <b>Kaweah Health Medical Center</b>	26,174	25,425	25,912	12,826	88.32%	89.51%	89.79%	89.78%
Medi-Cal Managed Care	7,918	7,841	8,313	4,465	30.25%	30.84%	32.08%	34.81%
Mgd. Care/Other	6,304	6,148	6,447	3,223	24.08%	24.18%	24.88%	25.13%
MEDICARE	6,835	6,132	5,783	2,726	26.11%	24.12%	22.32%	21.25%
Medicare Managed Care	2,139	2,554	2,695	1,298	8.17%	10.05%	10.40%	10.12%
MEDI-CAL	2,620	2,410	2,367	936	10.01%	9.48%	9.13%	7.30%
Cash Pay	251	234	214	140	0.96%	0.92%	0.83%	1.09%
Work Comp	107	106	93	38	0.41%	0.42%	0.36%	0.30%
▣ <b>Kaweah Health Mental Health Hospita</b>	1,765	1,479	1,416	652	5.96%	5.21%	4.91%	4.56%
MEDI-CAL	1,261	1,016	975	484	71.44%	68.70%	68.86%	74.23%
MEDICARE	180	178	172	64	10.20%	12.04%	12.15%	9.82%
Mgd. Care/Other	188	163	161	54	10.65%	11.02%	11.37%	8.28%
Medicare Managed Care	43	44	58	27	2.44%	2.97%	4.10%	4.14%
Tulare County	90	74	49	23	5.10%	5.00%	3.46%	3.53%
Work Comp		1			0.00%	0.07%	0.00%	0.00%
Medi-Cal Managed Care	1	2			0.06%	0.14%	0.00%	0.00%
Cash Pay	2	1	1		0.11%	0.07%	0.07%	0.00%
▣ <b>Kaweah Health Rehabilitation Hospital</b>	445	406	466	254	1.50%	1.43%	1.61%	1.78%
MEDICARE	180	143	190	112	40.45%	35.22%	40.77%	44.09%
Medi-Cal Managed Care	92	81	87	60	20.67%	19.95%	18.67%	23.62%
Mgd. Care/Other	91	81	91	40	20.45%	19.95%	19.53%	15.75%
Medicare Managed Care	47	55	57	25	10.56%	13.55%	12.23%	9.84%
MEDI-CAL	26	38	29	14	5.84%	9.36%	6.22%	5.51%
Work Comp	8	6	10	3	1.80%	1.48%	2.15%	1.18%
Cash Pay	1	2	2		0.22%	0.49%	0.43%	0.00%
▣ <b>Kaweah Health Subacute Unit</b>	387	383	371	192	1.31%	1.35%	1.29%	1.34%
MEDI-CAL	295	295	278	139	76.23%	77.02%	74.93%	72.40%
Medi-Cal Managed Care	48	35	38	27	12.40%	9.14%	10.24%	14.06%
MEDICARE	10	5	15	14	2.58%	1.31%	4.04%	7.29%
Mgd. Care/Other	27	45	30	12	6.98%	11.75%	8.09%	6.25%
Work Comp		3	3		0.00%	0.78%	0.81%	0.00%
Medicare Managed Care	7		7		1.81%	0.00%	1.89%	0.00%

# Service Line Payer Volume Report

	Patient Cases				Patient Cases %			
	2020	2021	2022	2023	2020	2021	2022	2023
<b>Inpatient</b>								
<b>Kaweah Health Transitional Care Unit</b>	485	370	345	151	1.64%	1.30%	1.20%	1.06%
MEDICARE	246	187	137	56	50.72%	50.54%	39.71%	37.09%
Medicare Managed Care	88	63	75	41	18.14%	17.03%	21.74%	27.15%
Medi-Cal Managed Care	63	46	66	27	12.99%	12.43%	19.13%	17.88%
Mgd. Care/Other	30	22	34	16	6.19%	5.95%	9.86%	10.60%
MEDI-CAL	58	51	33	11	11.96%	13.78%	9.57%	7.28%
Work Comp		1			0.00%	0.27%	0.00%	0.00%
<b>Kaweah Health TCS Ortho Unit</b>	380	343	350	211	1.28%	1.21%	1.21%	1.48%
MEDICARE	229	194	175	102	60.26%	56.56%	50.00%	48.34%
Medicare Managed Care	81	82	103	69	21.32%	23.91%	29.43%	32.70%
Mgd. Care/Other	40	31	30	19	10.53%	9.04%	8.57%	9.00%
Medi-Cal Managed Care	25	28	31	18	6.58%	8.16%	8.86%	8.53%
MEDI-CAL	1	3	7	2	0.26%	0.87%	2.00%	0.95%
Work Comp	4	5	4	1	1.05%	1.46%	1.14%	0.47%
<b>Outpatient</b>								
<b>Kaweah Health Outpatient Services</b>	357,352	385,511	422,410	207,910	77.51%	74.23%	75.13%	76.38%
Mgd. Care/Other	121,530	148,050	155,718	73,958	34.01%	38.40%	36.86%	35.57%
Medi-Cal Managed Care	103,474	102,382	124,186	62,846	28.96%	26.56%	29.40%	30.23%
MEDICARE	76,970	78,284	78,756	38,235	21.54%	20.31%	18.64%	18.39%
Medicare Managed Care	30,313	35,356	38,624	21,260	8.48%	9.17%	9.14%	10.23%
MEDI-CAL	12,666	10,020	11,003	5,125	3.54%	2.60%	2.60%	2.47%
Cash Pay	9,305	8,235	10,779	4,908	2.60%	2.14%	2.55%	2.36%
Work Comp	3,093	3,183	3,344	1,578	0.87%	0.83%	0.79%	0.76%
Tulare County	1	1			0.00%	0.00%	0.00%	0.00%
<b>Kaweah Health Rural Health Clinic</b>	103,676	133,812	139,813	64,296	22.49%	25.77%	24.87%	23.62%
Medi-Cal Managed Care	46,675	53,895	62,748	30,072	45.02%	40.28%	44.88%	46.77%
Mgd. Care/Other	17,837	29,337	29,799	12,566	17.20%	21.92%	21.31%	19.54%
MEDICARE	13,854	22,258	18,203	7,571	13.36%	16.63%	13.02%	11.78%
Medicare Managed Care	8,290	11,398	12,522	6,888	8.00%	8.52%	8.96%	10.71%
MEDI-CAL	14,827	14,821	12,916	6,474	14.30%	11.08%	9.24%	10.07%
Cash Pay	2,189	2,082	3,602	715	2.11%	1.56%	2.58%	1.11%
Work Comp	4	21	23	10	0.00%	0.02%	0.02%	0.02%
<b>Grand Total</b>	<b>490,664</b>	<b>547,729</b>	<b>591,083</b>	<b>286,492</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

# Humana Medicare Advantage FY19-22

<b>Current Capitated Contract</b>	<b>2019</b>	<b>PMPM</b>	<b>2020</b>	<b>PMPM</b>	<b>2021</b>	<b>PMPM</b>	<b>2022 (YTD - Nov)</b>	<b>PMPM</b>
Total Cap Revenue**	\$47,633,951	\$427	\$55,400,968	\$428	\$64,724,544	\$450	\$62,911,785	\$442
Total Direct Expense	\$50,377,696	\$452	\$62,431,993	\$482	\$78,482,502	\$545	\$74,482,413	\$524
<b>Contribution Margin</b>	<b>(\$1,943,236)</b>	<b>(\$25)</b>	<b>(\$5,938,889)</b>	<b>(\$54)</b>	<b>(\$13,757,958)</b>	<b>(\$96)</b>	<b>(\$11,570,628)</b>	<b>(\$82)</b>
<b>Fee For Service Reimbursement</b>	<b>2019</b>	<b>PMPM</b>	<b>2020</b>	<b>PMPM</b>	<b>2021</b>	<b>PMPM</b>	<b>2022 (YTD - Nov)</b>	<b>PMPM</b>
Fee for Service Payment	\$28,593,942	\$257	\$31,555,642	\$244	\$41,363,234	\$287	\$38,028,082	\$267
Kawah Direct Cost	\$24,986,548	\$224	\$28,577,569	\$221	\$36,149,287	\$251	\$34,668,190	\$244
Home Health Direct Cost	\$2,827,465	\$25	\$3,576,728	\$28	\$4,945,768	\$34	\$3,658,012	\$26
<b>Contribution Margin</b>	<b>\$779,929</b>	<b>\$8</b>	<b>(\$598,655)</b>	<b>(\$5)</b>	<b>\$268,179</b>	<b>\$2</b>	<b>(\$298,120)</b>	<b>(\$2)</b>
<b>Difference</b>	<b>(\$2,723,165)</b>		<b>(\$5,340,234)</b>		<b>(\$14,026,137)</b>		<b>(\$11,272,508)</b>	
					<b>4 year Difference</b>		<b>(\$33,362,044)</b>	
<b>** Capitation Revenue for 2021 and 2022 still yet to be received.</b>								
2019 - complete revenue								
2020 - complete revenue								
2021 - annual settlement pending								
2022 - added \$730,000 mid-year accrual, annual still pending								

**KAWEAH DELTA HEALTH CARE DISTRICT**

**RATIO ANALYSIS REPORT**

**DECEMBER 31, 2022**

	Current Month Value	Prior Month Value	June 30, 2022 Audited Value	2021 Moody's Median Benchmark		
				Aa	A	Baa
<b>LIQUIDITY RATIOS</b>						
Current Ratio (x)	3.0	2.8	2.0	1.4	<b>1.7</b>	1.6
Accounts Receivable (days)	74.3	72.7	69.4	48.3	<b>48.3</b>	47.5
Cash On Hand (days)	83.0	78.9	117.3	341.3	<b>268.4</b>	206.5
Cushion Ratio (x)	11.5	11.0	17.4	52.4	<b>31.5</b>	19.9
Average Payment Period (days)	43.4	45.9	61.8	97.6	<b>86.4</b>	94.0
<b>CAPITAL STRUCTURE RATIOS</b>						
Cash-to-Debt	94.9%	91.2%	128.3%	323.4%	<b>220.4%</b>	170.1%
Debt-To-Capitalization	33.2%	33.1%	31.3%	20.6%	<b>29.1%</b>	36.3%
Debt-to-Cash Flow (x)	(6.0)	(4.1)	7.2	2.1	<b>2.6</b>	3.3
Debt Service Coverage	(2.0)	(2.9)	1.4	9.6	<b>6.0</b>	4.5
Maximum Annual Debt Service Coverage (x)	(2.0)	(2.9)	1.4	8.2	<b>5.5</b>	3.9
Age Of Plant (years)	15.0	14.9	12.3	10.8	<b>12.4</b>	13.5
<b>PROFITABILITY RATIOS</b>						
Operating Margin	(8.7%)	(9.7%)	(4.3%)	4.1%	<b>3.1%</b>	2.2%
Excess Margin	(8.6%)	(10.5%)	(2.9%)	8.1%	<b>6.7%</b>	4.8%
Operating Cash Flow Margin	(4.1%)	(5.1%)	1.0%	9.6%	<b>8.8%</b>	7.5%
Return on Assets	(8.6%)	(10.5%)	(2.8%)	5.8%	<b>4.9%</b>	3.9%

**KAWEAH DELTA HEALTH CARE DISTRICT**  
**CONSOLIDATED INCOME STATEMENT (000's)**  
**FISCAL YEAR 2022 & 2023**

Fiscal Year	Operating Revenue			Operating Expenses					Operating Expenses Total	Operating Income	Non-Operating Income	Net Income	Operating Margin %	Excess Margin
	Net Patient Revenue	Other Operating Revenue	Operating Revenue Total	Personnel Expense	Physician Fees	Supplies Expense	Other Operating Expense							
<b>2022</b>														
Jul-21	51,502	15,035	66,537	32,678	7,922	9,596	15,217	65,413	1,124	582	1,706	1.7%	2.5%	
Aug-21	49,714	16,024	65,737	33,434	8,527	13,004	15,414	70,379	(4,642)	990	(3,651)	(7.1%)	(5.5%)	
Sep-21	57,879	15,513	73,391	38,332	7,736	11,942	17,438	75,448	(2,056)	(388)	(2,445)	(2.8%)	(3.3%)	
Oct-21	55,674	15,592	71,266	36,627	9,674	11,714	17,386	75,402	(4,136)	732	(3,403)	(5.8%)	(4.7%)	
Nov-21	54,846	22,162	77,008	33,634	10,261	10,623	15,629	70,146	6,862	7,129	13,991	8.9%	16.6%	
Dec-21	51,115	21,796	72,911	37,366	9,479	10,687	15,532	73,064	(153)	2,057	1,904	(0.2%)	2.5%	
Jan-22	56,862	17,469	74,331	38,931	9,210	10,913	15,143	74,197	134	568	702	0.2%	0.9%	
Feb-22	47,933	17,525	65,458	36,102	8,812	10,406	15,848	71,168	(5,710)	787	(4,924)	(8.7%)	(7.4%)	
Mar-22	52,555	16,609	69,164	37,920	9,045	11,180	18,266	76,412	(7,247)	(470)	(7,717)	(10.5%)	(11.2%)	
Apr-22	49,729	23,436	73,165	40,828	8,829	10,685	17,410	77,752	(4,588)	(568)	(5,156)	(6.3%)	(7.1%)	
May-22	56,673	18,552	75,225	40,040	9,329	11,914	17,162	78,445	(3,220)	(436)	(3,656)	(4.3%)	(4.9%)	
Jun-22	51,040	23,102	74,142	50,244	9,413	8,179	19,349	87,186	(13,044)	126	(12,918)	(17.6%)	(17.4%)	
<b>2022 FY Total</b>	<b>\$ 635,520</b>	<b>\$ 222,815</b>	<b>\$ 858,335</b>	<b>\$ 456,137</b>	<b>\$ 108,238</b>	<b>\$ 130,842</b>	<b>\$ 199,795</b>	<b>\$ 895,011</b>	<b>\$ (36,676)</b>	<b>\$ 11,108</b>	<b>\$ (25,568)</b>	<b>(4.3%)</b>	<b>(2.9%)</b>	
<b>2023</b>														
Jul-22	52,368	18,113	70,480	41,319	8,892	9,593	18,601	78,406	(7,926)	552	(7,374)	(11.2%)	(10.4%)	
Aug-22	54,965	17,672	72,637	42,122	9,585	11,666	17,888	81,261	(8,623)	326	(8,297)	(11.9%)	(11.4%)	
Sep-22	48,168	17,304	65,472	39,158	8,814	11,642	17,869	77,483	(12,010)	(3,901)	(15,911)	(18.3%)	(25.8%)	
Oct-22	54,432	17,291	71,723	40,625	9,859	11,523	15,522	77,529	(5,807)	452	(5,355)	(8.1%)	(7.4%)	
Nov-22	56,706	17,741	74,447	36,477	9,645	11,358	17,171	74,650	(203)	150	(53)	(0.3%)	(0.1%)	
Dec-22	53,217	18,452	71,670	38,105	8,276	10,632	17,203	74,216	(2,546)	2,901	355	(3.6%)	0.5%	
<b>2023 FY Total</b>	<b>\$ 319,857</b>	<b>\$ 106,573</b>	<b>\$ 426,430</b>	<b>\$ 237,807</b>	<b>\$ 55,070</b>	<b>\$ 66,414</b>	<b>\$ 104,254</b>	<b>\$ 463,545</b>	<b>\$ (37,115)</b>	<b>\$ 481</b>	<b>\$ (36,634)</b>	<b>(8.7%)</b>	<b>(8.6%)</b>	
<b>FYTD Budget</b>	<b>337,675</b>	<b>111,246</b>	<b>448,921</b>	<b>229,311</b>	<b>54,644</b>	<b>63,663</b>	<b>106,896</b>	<b>454,513</b>	<b>(5,592)</b>	<b>2,195</b>	<b>(3,397)</b>	<b>(1.2%)</b>	<b>(0.8%)</b>	
<b>Variance</b>	<b>\$ (17,818)</b>	<b>\$ (4,673)</b>	<b>\$ (22,491)</b>	<b>\$ 8,496</b>	<b>\$ 425</b>	<b>\$ 2,751</b>	<b>\$ (2,641)</b>	<b>\$ 9,032</b>	<b>\$ (31,523)</b>	<b>\$ (1,715)</b>	<b>\$ (33,238)</b>			
<b>Current Month Analysis</b>														
<b>Dec-22</b>	<b>\$ 53,217</b>	<b>\$ 18,452</b>	<b>\$ 71,670</b>	<b>\$ 38,105</b>	<b>\$ 8,276</b>	<b>\$ 10,632</b>	<b>\$ 17,203</b>	<b>\$ 74,216</b>	<b>\$ (2,546)</b>	<b>\$ 2,901</b>	<b>\$ 355</b>	<b>(3.6%)</b>	<b>0.5%</b>	
<b>Budget</b>	<b>54,385</b>	<b>18,672</b>	<b>73,057</b>	<b>38,550</b>	<b>8,840</b>	<b>10,170</b>	<b>17,934</b>	<b>75,494</b>	<b>(2,437)</b>	<b>371</b>	<b>(2,066)</b>	<b>(3.3%)</b>	<b>(2.8%)</b>	
<b>Variance</b>	<b>\$ (1,167)</b>	<b>\$ (219)</b>	<b>\$ (1,387)</b>	<b>\$ (445)</b>	<b>\$ (564)</b>	<b>\$ 462</b>	<b>\$ (731)</b>	<b>\$ (1,278)</b>	<b>\$ (108)</b>	<b>\$ 2,530</b>	<b>\$ 2,422</b>			

# KAWEAH DELTA HEALTH CARE DISTRICT

## FISCAL YEAR 2022 & 2023

Fiscal Year	Patient Days	ADC	Adjusted		DFR & Bad Debt %	Net Patient	Personnel	Physician	Supply	Total	Personnel	Physician	Supply	Total
			Patient Days	I/P Revenue %		Revenue/ Adjusted Patient Day	Expense/ Adjusted Patient Day	Fees/ Adjusted Patient Day	Expense/ Adjusted Patient Day	Expense/ Adjusted Patient Day	Expense/ Net Patient Revenue	Fees/ Net Patient Revenue	Expense/ Net Patient Revenue	Operating Expense/ Net Patient Revenue
<b>2022</b>														
Jul-21	13,388	432	26,085	51.3%	76.2%	1,974	1,253	304	368	2,508	63.4%	15.4%	18.6%	127.0%
Aug-21	14,421	465	27,742	52.0%	77.3%	1,792	1,205	307	469	2,537	67.3%	17.2%	26.2%	141.6%
Sep-21	14,836	495	28,344	52.3%	75.0%	2,042	1,352	273	421	2,662	66.2%	13.4%	20.6%	130.4%
Oct-21	15,518	501	28,267	54.9%	75.8%	1,970	1,296	342	414	2,667	65.8%	17.4%	21.0%	135.4%
Nov-21	13,969	466	26,571	52.6%	74.8%	2,064	1,266	386	400	2,640	61.3%	18.7%	19.4%	127.9%
Dec-21	14,305	461	27,106	52.8%	76.4%	1,886	1,378	350	394	2,695	73.1%	18.5%	20.9%	142.9%
Jan-22	14,611	471	26,955	54.2%	74.3%	2,109	1,444	342	405	2,753	68.5%	16.2%	19.2%	130.5%
Feb-22	13,263	474	24,973	53.1%	75.8%	1,919	1,446	353	417	2,850	75.3%	18.4%	21.7%	148.5%
Mar-22	13,570	438	27,296	49.7%	76.7%	1,925	1,389	331	410	2,799	72.2%	17.2%	21.3%	145.4%
Apr-22	12,698	423	26,159	48.5%	77.0%	1,901	1,561	338	408	2,972	82.1%	17.8%	21.5%	156.4%
May-22	13,858	447	28,283	49.0%	74.6%	2,004	1,416	330	421	2,774	70.7%	16.5%	21.0%	138.4%
Jun-22	13,603	453	27,788	49.0%	77.5%	1,837	1,808	339	294	3,137	98.4%	18.4%	16.0%	170.8%
<b>2022 FY Total</b>	<b>168,040</b>	<b>460</b>	<b>325,602</b>	<b>51.6%</b>	<b>75.9%</b>	<b>1,952</b>	<b>1,401</b>	<b>332</b>	<b>402</b>	<b>2,749</b>	<b>71.8%</b>	<b>17.0%</b>	<b>20.6%</b>	<b>140.8%</b>
<b>2023</b>														
Jul-22	13,910	449	27,688	50.2%	75.6%	1,891	1,492	321	346	2,832	78.9%	17.0%	18.3%	149.7%
Aug-22	13,865	447	29,148	47.6%	76.4%	1,886	1,445	329	400	2,788	76.6%	17.4%	21.2%	147.8%
Sep-22	12,768	426	27,367	46.7%	77.4%	1,760	1,431	322	425	2,831	81.3%	18.3%	24.2%	160.9%
Oct-22	13,119	423	27,421	47.8%	75.7%	1,985	1,482	360	420	2,827	74.6%	18.1%	21.2%	142.4%
Nov-22	12,904	430	26,955	47.9%	74.6%	2,104	1,353	358	421	2,769	64.3%	17.0%	20.0%	131.6%
Dec-22	13,587	438	27,686	49.1%	76.2%	1,922	1,376	299	384	2,681	71.6%	15.6%	20.0%	139.5%
<b>2023 FY Total</b>	<b>80,153</b>	<b>436</b>	<b>166,281</b>	<b>48.2%</b>	<b>76.0%</b>	<b>1,924</b>	<b>1,430</b>	<b>331</b>	<b>399</b>	<b>2,788</b>	<b>74.3%</b>	<b>17.2%</b>	<b>20.8%</b>	<b>144.9%</b>
<b>FYTD Budget</b>	<b>88,567</b>	<b>481</b>	<b>169,044</b>	<b>52.4%</b>	<b>75.1%</b>	<b>1,998</b>	<b>1,357</b>	<b>323</b>	<b>377</b>	<b>2,733</b>	<b>67.9%</b>	<b>16.2%</b>	<b>18.9%</b>	<b>134.6%</b>
<b>Variance</b>	<b>(8,414)</b>	<b>(46)</b>	<b>(2,763)</b>	<b>(4.2%)</b>	<b>0.8%</b>	<b>(74)</b>	<b>74</b>	<b>8</b>	<b>23</b>	<b>54</b>	<b>6.4%</b>	<b>1.0%</b>	<b>1.9%</b>	<b>10.3%</b>
<b>Current Month Analysis</b>														
Dec-22	13,587	438	27,686	49.1%	76.2%	1,922	1,376	299	384	2,681	71.6%	15.6%	20.0%	139.5%
Budget	15,097	487	28,817	52.4%	75.5%	1,887	1,338	307	353	2,727	70.9%	16.3%	18.7%	138.8%
Variance	(1,510)	(49)	(1,131)	(3.3%)	0.7%	35	39	(8)	31	(46)	0.7%	(0.7%)	1.3%	0.6%

**KAWEAH DELTA HEALTH CARE DISTRICT  
CONSOLIDATED STATEMENTS OF NET POSITION (000's)**

	Dec-22	Nov-22	Change	% Change	Jun-22 (Audited)
<b>ASSETS AND DEFERRED OUTFLOWS</b>					
<b>CURRENT ASSETS</b>					
Cash and cash equivalents	\$ 15,856	\$ 15,003	\$ 853	5.68%	\$ 21,693
Current Portion of Board designated and trusted assets	19,103	19,442	(339)	-1.75%	14,121
Accounts receivable:					
Net patient accounts	145,179	147,108	(1,929)	-1.31%	135,946
Other receivables	30,123	31,669	(1,546)	-4.88%	27,575
	175,303	178,778	(3,475)	-1.94%	163,521
Inventories	14,139	13,921	218	1.57%	14,025
Medicare and Medi-Cal settlements	72,131	74,216	(2,086)	-2.81%	58,593
Prepaid expenses	15,755	15,076	680	4.51%	13,050
Total current assets	312,286	316,436	(4,150)	-1.31%	285,004
<b>NON-CURRENT CASH AND INVESTMENTS -</b>					
less current portion					
Board designated cash and assets	178,281	171,183	7,098	4.15%	266,148
Revenue bond assets held in trust	2	1	0	13.92%	8
Assets in self-insurance trust fund	957	944	13	1.36%	1,040
Total non-current cash and investments	179,239	172,128	7,111	4.13%	267,197
<b>INTANGIBLE RIGHT TO USE LEASE,</b>	14,376	14,376	-	0.00%	14,376
net of accumulated amortization					
<b>CAPITAL ASSETS</b>					
Land	17,542	17,542	-	0.00%	17,542
Buildings and improvements	425,932	425,932	-	0.00%	425,542
Equipment	325,195	325,195	-	0.00%	325,209
Construction in progress	25,304	24,308	997	4.10%	15,620
	793,974	792,977	997	0.13%	783,912
Less accumulated depreciation	475,181	472,575	2,606	0.55%	459,744
	318,793	320,402	(1,609)	-0.50%	324,168
Property under capital leases -					
less accumulated amortization	(346)	(288)	(58)	20.00%	0
Total capital assets	318,447	320,114	(1,667)	-0.52%	324,168
<b>OTHER ASSETS</b>					
Property not used in operations	1,558	1,563	(4)	-0.27%	1,584
Health-related investments	3,872	3,906	(34)	-0.88%	4,620
Other	13,182	13,195	(13)	-0.10%	12,511
Total other assets	18,612	18,664	(51)	-0.28%	18,715
Total assets	842,962	841,719	1,242	0.15%	909,460
<b>DEFERRED OUTFLOWS</b>					
	34,186	34,223	(37)	-0.11%	34,410
Total assets and deferred outflows	<b>\$ 877,148</b>	<b>\$ 875,942</b>	<b>\$ 1,205</b>	<b>0.14%</b>	<b>\$ 943,870</b>

**KAWEAH DELTA HEALTH CARE DISTRICT  
CONSOLIDATED STATEMENTS OF NET POSITION**

	Dec-22	Nov-22	Change	% Change	Jun-22 (Audited)
<b>LIABILITIES AND NET ASSETS</b>					
<b>CURRENT LIABILITIES</b>					
Accounts payable and accrued expenses	\$ 44,874	\$ 38,639	\$ 6,235	16.14%	\$ 62,542
Accrued payroll and related liabilities	50,784	64,261	(13,477)	-20.97%	70,913
Long-term debt, current portion	9,846	9,846	-	0.00%	11,759
Total current liabilities	105,503	112,746	(7,242)	-6.42%	145,214
<b>LEASE LIABILITY, net of current portion</b>	14,677	14,677	-	0.00%	14,677
<b>LONG-TERM DEBT, less current portion</b>					
Bonds payable	239,578	239,584	(7)	0.00%	239,618
Capital leases	(13)	(13)	-	0.00%	0
Notes payable	17,745	7,895	9,850	124.77%	7,895
Total long-term debt	257,309	247,466	9,843	3.98%	247,512
<b>NET PENSION LIABILITY</b>	40,673	39,239	1,433	3.65%	39,789
<b>OTHER LONG-TERM LIABILITIES</b>	29,514	32,875	(3,361)	-10.22%	30,968
Total liabilities	447,676	447,002	674	0.15%	478,161
<b>NET ASSETS</b>					
Invested in capital assets, net of related debt	54,605	66,148	(11,543)	-17.45%	68,426
Restricted	36,884	35,569	1,316	3.70%	31,905
Unrestricted	337,982	327,224	10,759	3.29%	365,378
Total net position	429,471	428,940	531	0.12%	465,709
Total liabilities and net position	<b>\$ 877,148</b>	<b>\$ 875,942</b>	<b>\$ 1,205</b>	<b>0.14%</b>	<b>\$ 943,870</b>



## KAWEAH HEALTH

### MEMO

**To:** Finance, Property, Services & Acquisition Committee

**From:** Deborah Volosin

**Subject:** Bender Rosenthal, Inc. Offer for Purchase of a Portion of Land at Caldwell and Lovers Lane

**Date:** January 13, 2023

The City of Visalia (City) is proceeding with the Caldwell Avenue Widening Project. Bender Rosenthal, Inc. (BRI) has made an offer on behalf of the City in the amount of \$42,600 to acquire 0.24 ± acres in Fee and 0.21 ± acres of a Temporary Construction easement. This project will widen and improve the street to a four-lane divided road with raised medians over a 1.50-mile stretch between Santa Fe Street and Lovers Lane.

The said portion of land varies in depth from 8.67 feet at the property's western boundary to about 14 feet at its eastern end, and in total contains approximately 10,540 square feet or .24 ± acres of land areas. There are no real property improvements found in this area and it consists of open irrigated farmland.

The Temporary Construction Easement will allow the City or its construction contractors to utilize labor and equipment on the property for purposes of constructing the proposed road improvement project. For the project, this period of time is estimated by the City to be forty-eight (48) months.

The offer that was received from BRI is attached and includes maps of the said portion of land that is needed for the City to complete this project.

We would like the Finance, Property, Services & Acquisition Committee to review this packet, and if they agree to the sale, we would like to include a recommendation for the full board for the upcoming Board of Directors meeting.

December 29, 2022

Kaweah Delta Health Care District  
Attn: Gary K. Herbst  
400 West Mineral King Avenue  
Visalia, CA 93291

Site Address: SW Corner of Caldwell Avenue and Lovers Lane, Visalia, Tulare County, CA  
Assessor's Parcel No.: 126-130-030

Dear Property Owner:

The City of Visalia is proceeding with the Caldwell Avenue Widening Project ("Project"). Your property located along Caldwell Avenue and Lovers Lane, in Visalia, CA is required for the Project. The Caldwell Avenue Widening Project will widen and improve the street to a four-lane divided road with raised medians over a 1.50-mile stretch between Santa Fe Street and Lovers Lane.

The City of Visalia has retained Bender Rosenthal, Inc. to acquire the necessary real property interests. Accordingly, the City of Visalia hereby makes an offer in the amount of \$42,600.00 to acquire 0.24± acres in Fee and 0.21± acres of a Temporary Construction Easement.

Enclosed for your review and approval are the following:

1. Summary Statement Relating to Purchase of Real Property, with attached map;
2. Appraisal;
3. Signing Instructions for Owner;
4. Purchase Agreement
5. Grant Deed
6. Temporary Construction Easement Deed
7. Escrow Instructions and
8. Acquisition Brochure

If you find the offer acceptable, please sign the documents, as stated in the Signing Instructions, and return the documents to me in the self-addressed, stamped envelope provided. Copies of the documents are enclosed for your files.

If you have any comments or items of specific concern you would like to discuss, please call me at (916) 439-6454 or email [s.arnold@benderrosenthal.com](mailto:s.arnold@benderrosenthal.com).

Your cooperation in this matter will be greatly appreciated and I look forward to working with you.

Sincerely,

  
Suzzan-Hunt Arnold  
Senior Acquisition Agent

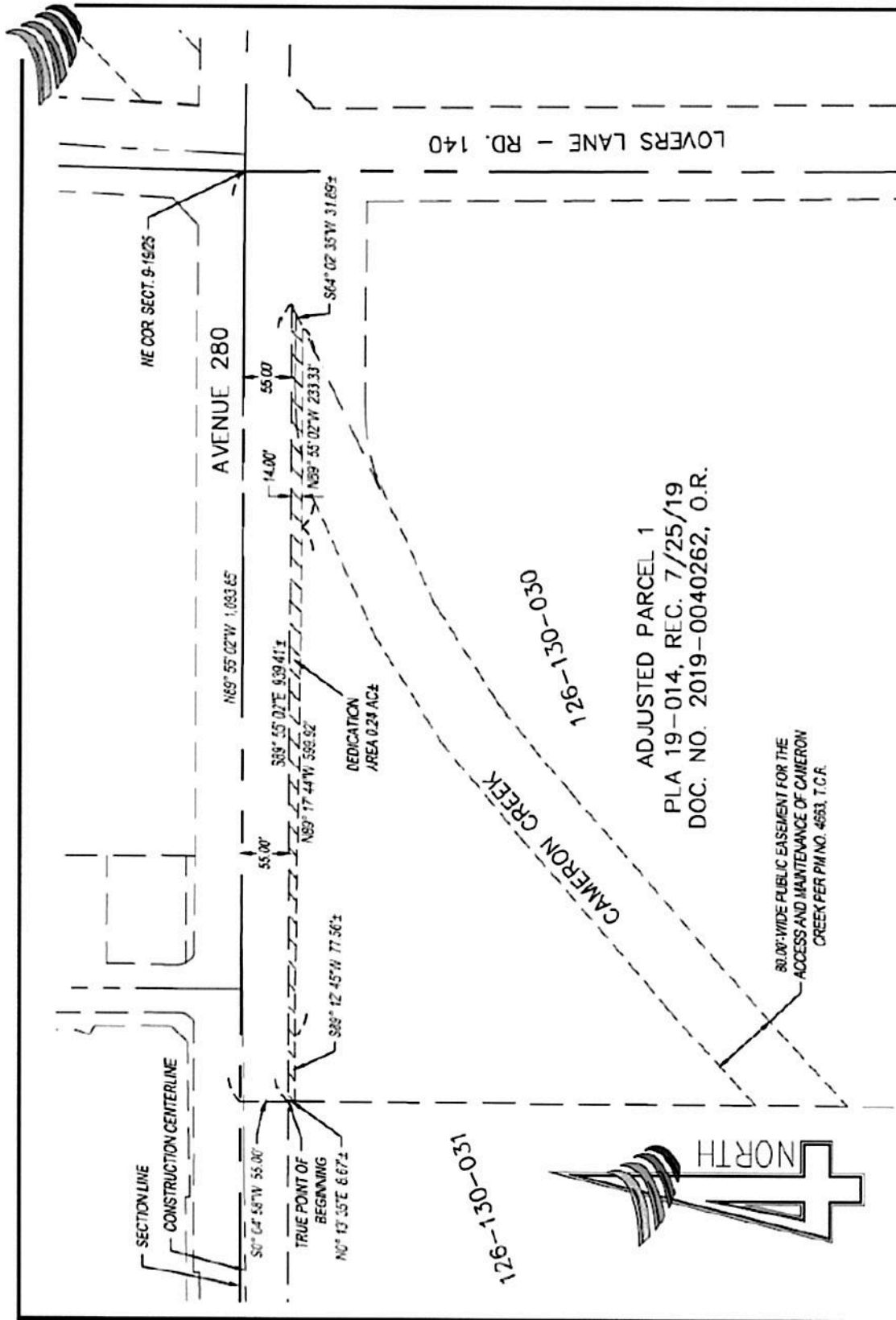
Enclosures as stated above

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF REAL PROPERTY OR AN INTEREST THEREIN**

The City of Visalia is proposing to construct the Caldwell Avenue Widening Project. Your property located at Caldwell Avenue and Lovers Lane, Visalia CA is within the project area, identified by the County Assessor as APN: 126-130-030.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the City of Visalia purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the prorated portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The City of Visalia will offer to purchase any remnant(s) considered by the City of Visalia to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements have been made. The interests to be acquired are 0.24± acres of Fee Title, and 0.21 acres of Temporary Construction Easement, as shown on the attached plat maps.
4. The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Appraisal and such amount represents the full amount of the appraisal of just compensation for the property to be purchased and;
  - a. Is not less than the approved appraisal of the fair market value of the property as improved;
  - b. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
  - c. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the City of Visalia.
5. Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Visalia will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:
  - a. You, not the City of Visalia, must order the appraisal. Should you enter into a contract with the selected appraiser, the City of Visalia will not be a party to the contract.
  - b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
  - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the City of Visalia c/o Bender Rosenthal Inc., 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for the completed work by the appraiser must be provided to the City of Visalia concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the City of Visalia's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation of all or part of your interest in real property sought to be acquired by the City of Visalia as set forth in Streets and Highways Code Section 104.2.



NOFCO
125-130-030
11/15/21
SCALE 1"=150'

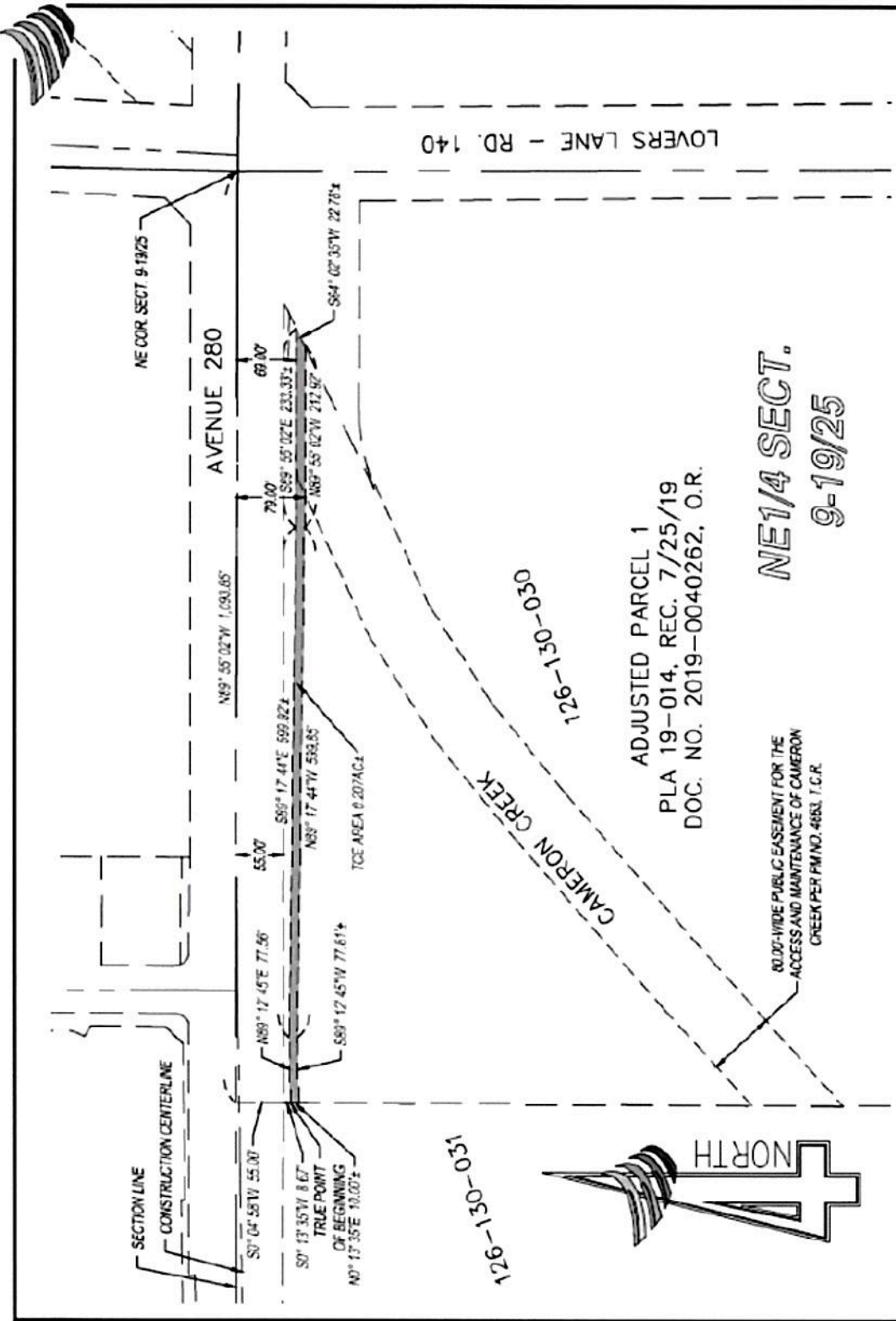
**RIGHT-OF-WAY DEDICATION  
CALDWELL WIDENING PROJECT**

ADJUSTED PARCEL 1  
PLA 19-014, REC. 7/25/19  
DOC. NO. 2019-0040262, O.R.

124 S. SANTA FE, STE. A  
VISALIA, CA 93282  
(559) 802-2052

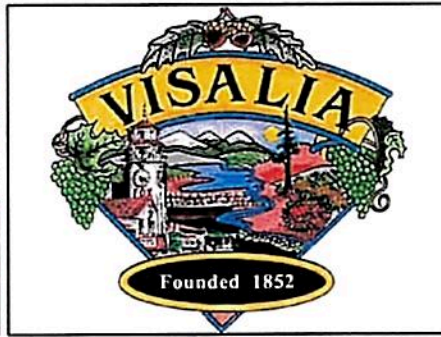


**4CREEKS**



<p>224 S. SANTA FE, STE. A VICALIA, CA 92382 (951) 803-3032</p>	<p>TEMPORARY CONSTRUCTION EASEMENT CALDWELL WIDENING PROJECT</p>		
	ADHCD	178-130-030	9/2/22
	SCALE: 1"=150'		

# APPRAISAL REPORT



## CALDWELL AVENUE WIDENING

From Santa Fe Street to Lovers Lane  
Partial Acquisitions of 19 Properties  
Visalia, California

**Dates of Value:**  
July 13-14, 2022

**Client:**  
Bender Rosenthal, Inc.





**Hopper**Company

Real Property Valuation



August 25, 2022

Michael Lahodny  
Bender Rosenthal, Inc.  
2825 Watt Avenue, Suite 200  
Sacramento, California 95821

RE: *Appraisal of nineteen properties as part of the Caldwell Avenue Widening Project, in Visalia, California.*  
*Our file no. 22-053.*

Dear Mr. Lahodny:

In accordance with your request, we are pleased to transmit the attached appraisal report. We have personally inspected and appraised nineteen properties that are located along Caldwell Avenue between Santa Fe Street and Lovers Lane, in Visalia, California.

The City of Visalia is undertaking the *Caldwell Avenue Widening Project*, which will widen and improve the street to a four-lane divided road with raised medians over a 1.50-mile stretch. Partial acquisitions of road rights-of-way in fee title and/or temporary construction easements are needed from these properties to facilitate the project. We have performed appraisals of each property to assist in determining the appropriate just compensation to be paid to the property owners for the takings.

The appraisals have an effective date of July 13-14, 2022, which is when the properties were inspected by the appraisers. The client for the assignment is Bender Rosenthal, Inc., who is working on behalf of the City of Visalia to acquire the needed property interests. The only other intended user of the appraisals is the City of Visalia.

The attached appraisals provide detailed information about each of the properties and their specific valuations, while this letter is only intended to transmit the appraisals and should not be considered the report itself. Thank you for this appraisal assignment. If you have any questions regarding it, please feel free to contact us.

Sincerely,

Renee E. Hendrick, MAI, R/W-AC, ARA  
CA #AG040264 (expires 5/11/2024)

Keith J. Hopper, MAI, R/W-AC, AI-GRS  
CA #AG002559 (expires 10/4/2024)

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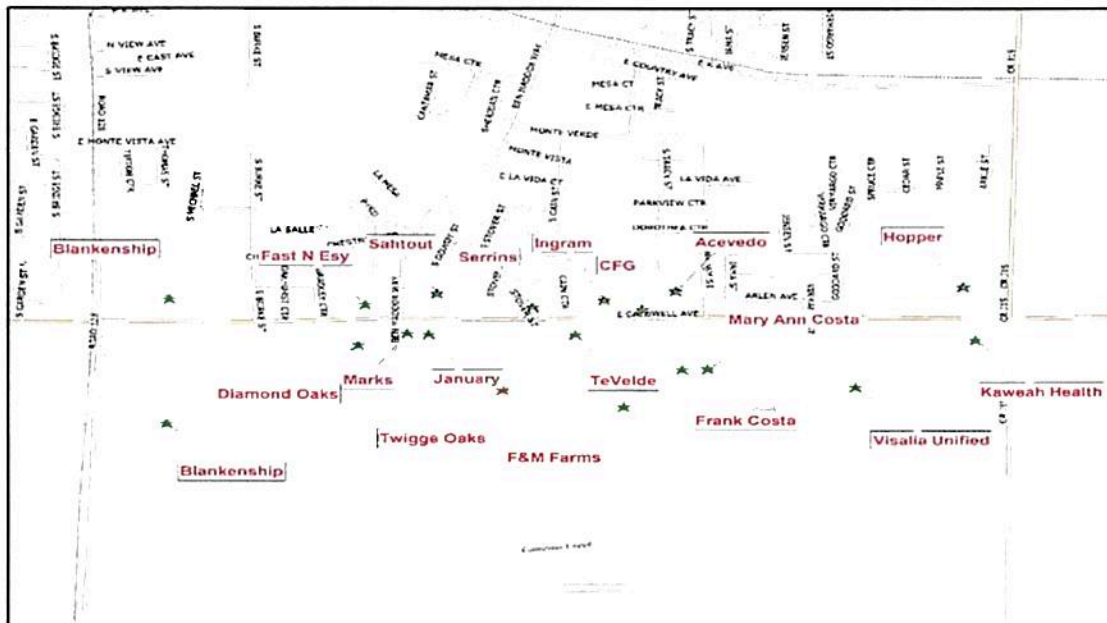
**Individual Property Appraisals**

- Blankenship (South) Property ..... Blankenship South – 1
- Diamond Oaks Property ..... Diamond Oaks – 1
- Marks Property..... Marks – 1
- January Property ..... January – 1
- Twigge Oaks Property..... Twigge Oaks – 1
- TeVelde Property..... TeVelde – 1
- F&M Farms Property ..... F&M Farms – 1
- Frank Costa Property..... Frank Costa – 1
- Mary Ann Costa Property ..... Mary Ann Costa – 1
- Visalia Unified School District Property..... Visalia Unified – 1
- Kaweah Health Property ..... Kaweah Health – 1
- Hopper Property..... Hopper – 1
- Acevedo Property..... Acevedo – 1
- CFG Wholesale Property ..... CFG Wholesale – 1
- Ingram Property ..... Ingram – 1
- Serrins Property..... Serrins – 1
- Sahtout Property ..... Sahtout – 1
- Fast N Esy #16 Property..... Fast N Esy – 1
- Blankenship (North) Property ..... Blankenship North – 1

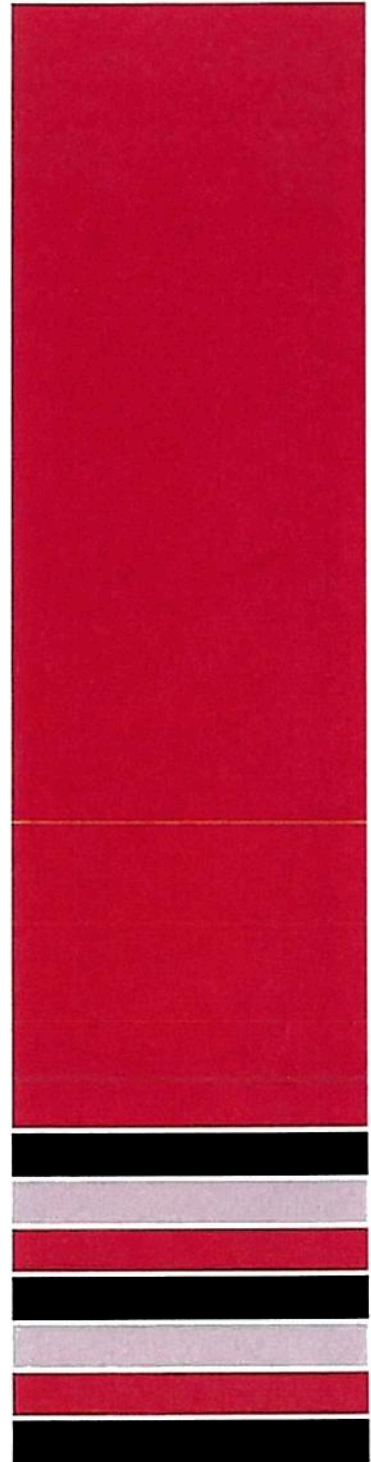


**SUMMARY OF VALUE CONCLUSIONS**

<b>CALDWELL AVENUE WIDENING PROJECT</b> <i>Visalia, California</i>				
Owner's Name	Assessor's Parcel Number	Total Value of ROW Taking	Net Severance Damages	Rounded Total Compensation
Blankenship (South)	126-100-054	\$35,100	\$230	\$35,400
Diamond Oaks	126-990-023	\$16,857	\$0	\$16,900
Marks	126-130-007	\$260,000	\$0	\$260,000
January	126-130-009	\$42,686	\$40,610	\$83,300
Twigge Oaks	126-130-018	\$74,280	\$1,150	\$75,500
TeVelde	126-130-013	\$89,940	\$23,300	\$114,000
F&M Farms	126-130-027	\$37,240	\$0	\$37,300
Frank Costa	126-130-026	\$23,476	\$0	\$23,500
Mary Ann Costa	126-130-025	\$21,588	\$500	\$22,100
Visalia Unified	126-130-031	\$54,600	\$0	\$54,600
Kaweah Health	126-130-030	\$42,580	\$0	\$42,600
Hopper	126-850-029	\$19,503	\$0	\$19,600
Acevedo	126-670-002,004	\$7,680	\$0	\$7,700
CFG Wholesale	126-670-001	\$4,206	\$230	\$4,500
Ingram	126-670-023,024	\$22,432	\$748	\$23,200
Serrins	126-700-044	\$700	\$500	\$1,200
Sahtout	126-700-043,049	\$15,418	\$0	\$15,500
Fast N Esy #16	123-300-040	\$16,767	\$3,944	\$20,800
Blankenship (North)	123-220-044	\$55,803	\$0	\$55,900
<b>Totals</b>		<b>\$840,856</b>	<b>\$71,212</b>	<b>\$913,600</b>



# INTRODUCTION TO THE APPRAISAL



**Hopper**Company  
*Real Property Valuation*

## **THE APPRAISAL PROBLEM**

The City of Visalia is now undertaking the *Caldwell Avenue Widening Project*, which will widen and improve the street to a four-lane divided road with raised medians over a 1.50-mile stretch between Santa Fe Street and Lovers Lane, in Visalia, California. This segment is part of a larger project designed to upgrade the Avenue 280 corridor from State Route 99 through the cities of Visalia, Farmersville, Exeter, and unincorporated areas of Tulare County.

To facilitate the project, partial acquisitions of road right-of-way in fee title and/or temporary construction easements are needed from nineteen properties, which include a mix of residential, commercial, and agricultural parcels. Appraisals of each property are required to assist in determining the appropriate just compensation to be paid for the partial takings. The client for the assignment is Bender Rosenthal, Inc., who is working on behalf of the City of Visalia to acquire the needed property interests. The only other intended user of the appraisals is the City of Visalia.

The purpose of the appraisals is to provide an opinion of the fair market value of the various interests in the portions of each property that are to be acquired along with any net severance damages to the remainders resulting from the partial acquisitions and the construction and use of the project in the manner proposed. The appraisals have effective dates of either July 13, 2022 or July 14, 2022, which is when the properties were inspected by the appraisers.

The appraisals have been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Ethical Rules of the International Right of Way Association, the California Code of Civil Procedures dealing with Eminent Domain Law, the California Evidence Code, and applicable case law precedent. The results of these appraisals are being communicated in this narrative-style Appraisal Report that provides a concise presentation of the important facts and information having an impact on the value of each subject property.

The appraisers who have prepared and signed this appraisal report are competent to value this type of property and are qualified under the competency rule of the USPAP. A detailed list of the appraisers' qualifications is shown in the addenda of this report. No one else provided significant professional assistance to the persons signing this report.

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## **DEFINITIONS OF TERMS**

The following terms are used throughout this appraisal report.

**Appraisal:** The act or process of developing an opinion of value; an opinion of value (noun). Of or pertaining to appraising and related functions such as appraisal practice or appraisal services (adjective). An appraisal is numerically expressed as a specific amount, as a range of numbers, or as a relationship (e.g., not more than, not less than) to a previous value opinion or numerical benchmark (e.g., assessed value, collateral value). (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 3).

**Assignment:** A valuation service that is provided by an appraiser as a consequence of an agreement with a client. (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 3).

**Client:** The party or parties (i.e., individual, group, or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent. (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 4).

**Report:** Any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment. Two types of reports may be written under USPAP: Appraisal Report or Restricted Appraisal Report. (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 5).

**Real Estate or Real Property:** Real estate is an identified parcel or tract of land, including improvements, if any. Real property is the interests, benefits, and rights inherent in the ownership of real estate. (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 5).

**Just Compensation:** Article I, Section 19 of the California Constitution states that “private property may be taken or damaged for public use only when just compensation, ascertained by a jury unless waived, has first been paid to, or into court for, the owner.” Compensation shall be awarded for the property taken. The measure of this compensation is the fair market value of the property taken. (*California Code of Civil Procedure*, Section 1263.310).

Where the property acquired is part of a larger parcel, in addition to the compensation awarded for the part taken, compensation shall be awarded for the injury, if any, to the remainder. Compensation for injury to the remainder is the amount of the damage to the remainder reduced by the amount of the benefit to the remainder. If the amount of the benefit to the remainder equals or exceeds the amount of the damage to the remainder, such excess shall not be deducted from the compensation required to be awarded for the property taken. (*California Code of Civil Procedure*, Section 1263.410).

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

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

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (*California Code of Civil Procedure*, Section 1263.330).

**Fee Simple Interest:** Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 90).

**Easement:** The right to use another's land for a stated purpose. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 71). A non-possessory interest one has in the property of another for a specific purpose. Easements may involve the right to use the property's subsurface, the airspace above the real estate, its surface, or any combination of the three. Easement rights may be granted exclusively to one user or nonexclusively to benefit many users. An easement restricts but does not abridge the rights of the fee owner to the use and enjoyment of his land. (*Principles of Right of Way*, 4<sup>th</sup> edition, International Right of Way Association, 2012, pg. 31).

**Partial Taking:** The taking of part of a property for public use under the power of eminent domain; requires the payment of compensation. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 168).

**Larger Parcel:** In governmental land acquisitions and in valuation of charitable donations of partial interest in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 127).

**Part Taken:** The portion of the larger parcel that is acquired. (*Principles of Right of Way*, 4<sup>th</sup> edition, International Right of Way Association, 2012, pg. 195).

**Remainder:** In eminent domain condemnation, that portion of a larger parcel remaining in the ownership of the property owner after a partial taking. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 195).

**Right of Way:** A right to pass over land in some particular path; a strip of land used as a transportation corridor, such as streets and roads, railways, and utility and fiber optic lines, and for other private or public transportation uses. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 202). The right to pass across the lands of another; land or property, or an interest in land or property, for transportation purposes (for example, roads, public transport, utilities,

and so forth). (*Principles of Right of Way*, 4<sup>th</sup> edition, International Right of Way Association, 2012, pg. 364).

**Uneconomic Remnant:** A remainder property of little value or use; the parcel of real property in which the owner is left with an interest after the partial acquisition of the owner's property, and which the Agency has determined has little or no value or utility to the owner. (*Principles of Right of Way*, 4<sup>th</sup> edition, International Right of Way Association, 2012, pg. 373).

**State Rule:** In condemnation, the process of determining just compensation by estimating the value of the portion to be acquired as part of the whole property plus the net severance damages; may be referred to as a taking plus damages. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 220).

**Damages:** Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following: (a) the severance of the remainder from the part taken; and/or (b) the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken. (*California Code of Civil Procedure*, Section 1263.420).

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 59). The loss in value to the remaining property as a result of a partial taking. (*Principles of Right of Way*, 4<sup>th</sup> edition, International Right of Way Association, 2012, pg. 194).

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

In eminent domain valuation, the advantageous factors that arise from a public improvement for which private property has been taken. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 22). An increase in value to the remainder property subsequent to a taking for a public improvement. (*Principles of Right of Way*, 4<sup>th</sup> edition, International Right of Way Association, 2012, pg. 194).

**Arm's Length Transaction:** A transaction between unrelated parties who are each acting in his or her own best interest. (*The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, Appraisal Institute, 2015, pg. 13).

## **SCOPE OF WORK IN THE APPRAISAL**

The scope of work undertaken in these appraisals refers to the type and extent of research and analysis that is performed in answering the appraisal problem and completing the assignment. An appropriate scope of work is determined based on input from the client and it leads to credible assignment results as measured within the context of the intended use of the appraisals. The scope of work includes the degree to which each subject property is identified and inspected, the type of data that is sought and the level of research that is performed, and the type and extent of analyses that are applied to arrive at opinions and conclusions. Credible assignment results require support by relevant evidence and logic. (*USPAP*, Scope of Work Rule, Appraisal Foundation, 2020-22 edition, pgs. 13-14).

### ***Subject Property Identification & Inspection***

In these appraisals, the appraisers have sought to become as knowledgeable about the subject properties and the market within which they operate as typical market participants would be. With this goal in mind, it is important to recognize that the appraisals are performed with a limited amount of data and that various legal, monetary, and time constraints may preclude the appraisers from making exhaustive investigations.

The following tasks and investigations have been performed:

- The assignment was ordered by Michael Lahodny, Project Manager with Bender Rosenthal, Inc. He supplied title reports and plats and legal descriptions of the takings. He also arranged for the take areas to be staked on each property.
- A *Notice of Decision to Appraise* letter was sent to each property owner on June 7, 2022 notifying them that their property was to be appraised and offering them the opportunity to meet with the appraisers to discuss the appraisal. While several owners responded or were contacted by the appraisers, only seven were present for the inspection of their properties.
- Contact was made with Fred Lampe, a professional engineer with the Visalia Engineering Department, who is overseeing the project. He provided project plans, environmental documentation, and discussed issues related to the valuation of several properties.
- A personal inspection of each property was made by the appraisers on either July 13, 2022 or July 14, 2022. The inspections included viewing the sites from the fronting streets and various places on or around the properties, inspecting the exterior of building improvements and in some cases the interiors of some structures, taking detailed notes about site conditions and any improvements, and photographing the properties.
- The inspections also included a viewing of the proposed take areas, which were identified by plats and staking. An inventory of improvements in the take areas was compiled and consideration was given to possible severance damages and/or benefits that would result from the taking and project construction and use.
- Title reports provided by the client were reviewed to determine the current property ownerships, a legal description for each property, and any significant encumbrances to their title. An ownership history going back a minimum of five years is researched, including any available details of recent sales, listings, or offers to purchase.
- Investigations were made with the planning departments at the City of Visalia and County of Tulare into the applicable zonings and other land use restrictions impacting the use and development of the properties.

### ***Data Research***

In an effort to properly understand the market in which the subject properties operate, several additional steps have been taken:

- The surrounding neighborhood area has been visually inspected to identify existing land use patterns and trends, property conditions, potential market transactions, and other influences affecting the properties.
- Demographic, regulatory, and economic data on the neighborhood, city, and region are collected from various governmental, Internet, and private sources to help in identifying trends that may be impacting the value of the properties.
- Specialized research is made into the unique characteristics of each property's market segment to better understand the forces and factors that influence value and the current conditions affecting supply and demand.
- Discussions are held with various market participants to gain insight into current market conditions and transactions, including real estate agents, buyers, and sellers.
- Detailed market data is gathered in the form of property sales. Numerous sources of information are used to help identify this market data, including public document recordings, local multiple listing services, Internet resources and databanks, the appraisers' own files and databases, and contacts with active market participants.
- Efforts are made to verify all of the transactional market data with parties who are knowledgeable of the transactions. All of the data used in this appraisal is believed to be reliable and correct, and where inconsistencies or conflicting information is provided only the most trustworthy data is used.

### ***Valuation Analysis***

Once the necessary background information about the subject properties and their market area is gathered, the valuation analyses are performed. Because the procedures and methods used in valuing properties subject to possible condemnation are strictly governed and controlled by law and the courts, diligent efforts have been made to adhere to California Code of Civil Procedure Title 7, which is the Eminent Domain law, the California Evidence Code, and applicable case law that establishes precedents or rulings pertaining to various aspects of condemnation valuation. While the appraisers are not attorneys, numerous resources have been consulted and specialized appraisal training has been received in an attempt to adequately understand and properly apply the law as it pertains to the valuations of the subject properties.

These steps are followed:

- The highest and best use of each property is analyzed. This analysis is based on logic, observed evidence, and the appraisers' experience in the local market.
- The nine-step State Rule of appraisal for partial acquisitions is followed. In following this procedure, the sales comparison approach and, in some cases, the cost approach to value are performed.
- The results of the appraisal process are then communicated in this narrative-style Appraisal Report that provides a concise presentation of the important facts and information having an impact on the value of the subject properties.



### ***EFFECTIVE DATE OF VALUE AND APPRAISAL REPORT***

The effective date of value represents the point in time to which the appraisal analyses and opinions pertain, and in this report the date of value for each property is either July 13, 2022 or July 14, 2022. These are the dates when the appraisers made personal inspections of the subject properties. All assumptions and analyses used in the appraisals are based upon valuing the properties as of this point in time. The concluded values are considered to be current value estimates because the effective date is concurrent with the date that the appraisal report was prepared.

The date of the appraisal report is August 25, 2022. This is the point in time when the final value conclusions were established and the completed appraisal report was transmitted to the client. This date helps to establish the perspective of the appraisers in relation to the effective date of value.

### ***ASSUMPTIONS AND LIMITING CONDITIONS***

The assumptions and limiting conditions listed below are central to these appraisals. The list includes basic assumptions and limiting conditions that are typical of many appraisal assignments as well as any extraordinary assumptions or hypothetical conditions that are specific to the subject properties and this assignment. These appraisals should only be relied upon within the context of these items.

#### ***Basic Assumptions***

1. The information and data reported in these appraisals have been obtained from sources that are deemed to be reliable. They are believed to be correct, but cannot be guaranteed by the appraisers. Sources such as government agencies, financial institutions, attorneys, accountants, appraisers, brokers, and buyers and sellers are believed to be true and correct unless conflicting information is discovered through another source. In cases of conflicting information, only reasonable and verifiable data is used, however, no responsibility for the accuracy of such information is assumed by the appraisers.
2. It is assumed that all information provided by the property owners and any persons employed by them is accurate and complete. This would include information about the subject properties' physical conditions, current and past economic performance, lease agreements, conditions of title, and any other items or details that could potentially impact the properties' valuation.
3. The effective date of value that applies to the opinions expressed in this report is set forth in the appraisals. The appraisers assume no responsibility for events, conditions, or circumstances that may subsequently arise and alter the economic or physical condition of the subject properties and the opinions and conclusions stated herein.
4. No opinion as to title is rendered. Data on ownership and legal descriptions have been obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions except those specifically expressed in the report.

5. It is assumed that the properties are in full compliance with all applicable zoning and use restrictions unless otherwise indicated in the report. It is further assumed that the properties are in complete compliance with all federal, state, and local laws and regulations governing environmental issues, unless otherwise indicated.
6. The properties are appraised assuming them to be under responsible ownership and competent management. It is assumed that all required licenses, consents, and other legislative or administrative authority have been or can be obtained for any use on which the value estimates contained in this report have been based.
7. No encroachment of real property improvements is known to exist, and it is assumed that the utilization of the land and any improvements is within the boundaries of the property lines of each property described in this report, unless otherwise indicated.
8. It is assumed, unless indicated to the contrary in this report, that there are no hidden or unapparent conditions of the properties, their subsoils, or any structures that would render them more or less valuable. No responsibility is assumed for such conditions, and any reports provided to the appraisers by experts in these matters are accepted as true and correct.
9. No opinion regarding the value of subsurface oil, gas, or mineral rights is expressed. The properties are not believed to be encumbered by easements nor rights to surface entry for the exploration or removal of such materials unless expressly stated.
10. Unless otherwise stated in this report, the existence of hazardous material substances, including without limitation asbestos, polychlorinated biphenyls, urea-formaldehyde, foam insulation, petroleum leakage, agricultural chemicals, or other potentially hazardous materials, which may or may not be present on the subject properties, were not called to the attention of nor did the appraisers become aware of such during the appraisers' inspection. The appraisers have no knowledge of the existence of such materials on or in the properties unless otherwise stated. The appraisers, however, are not qualified to test or detect such substances. The presence of such hazardous substances may affect the value of the properties. Unless otherwise indicated in the report, all values estimated in this appraisal are based on the assumption that no hazardous substances exist on or in the properties or in such proximity to them that would cause a loss in value. No responsibility is assumed for any hazardous substances or for any expertise or knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
11. This appraisal report should not be considered an inspection report on the physical nature or condition of the properties. The subjects have been inspected on a casual level and no attempt beyond ordinary visual inspection has been made to determine the adequacy or condition of the properties. The appraisers are not construction, engineering, environmental, or legal experts, and any statements given on these matters should be considered preliminary in nature. It is assumed, unless otherwise noted, that all improvements meet applicable building codes.

***Limiting Conditions***

12. These appraisals are provided only for the purpose of property valuation and the appraisers are neither qualified nor attempting to go beyond that narrow scope. The reader should be aware that there are inherent limitations to the accuracy of the information and analysis contained in these appraisals.
13. The liability of the appraisers and the Hopper Company is limited solely to the client and only to the amount of the fee actually paid for the appraisal services. Any third parties not identified as intended users who rely upon these appraisals, their facts, or conclusions, do so at their own risk and waive the right to bring any action, directly or indirectly, against the appraisers or firm.
14. The appraisal report is a technical document designed to serve the specific needs of the client and any other intended users that are specifically identified. Other readers are cautioned that the report may not contain all of the information known by the appraisers concerning the subject properties or the real estate market. While no factors considered to be significant have been knowingly withheld, there is a potential that information of importance to another reader may not be included in the report.
15. This appraisal is performed with a limited amount of data. These limitations arise from economic, physical, and legal constraints that prohibit the appraisers from making exhaustive investigations about the subject properties, the real estate market, and the comparable data.
16. A reasonable attempt to gather, investigate, and verify the comparable data used in this appraisal is made by the appraisers consistent with the efforts typically made by other real estate professionals operating in the local market. However, the analyses and conclusions used in these appraisals are subject to the accuracy of such data.
17. No opinion is intended to be expressed for legal matters or that which requires specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers.
18. No engineering survey of the properties has been made by the appraisers. Data relative to size, dimensions, and area are derived from sources deemed reliable. Maps, plats, and exhibits included in the report are for illustration only and should not be relied upon for any other purpose.
19. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the authors, particularly as to the valuation conclusions, the identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI or AI-GRS designations.
20. Possession of this report or any copy thereof does not carry with it the right of publication, nor may the same be used for any purpose by anyone except the appraisers, without the previous written consent of the appraisers, and in any event, only in its entirety.
21. No right to expert testimony is included with this report and the fee for these appraisals does not include payment for pre-trial conferences, taking of depositions, exhibit preparation, expert

witness fees, or other additional work beyond the initial scope of this assignment. If the appraisers are subsequently required to provide any such services, the client or party initiating the demand will be responsible for payment of expert fees associated with the time and effort needed to provide them.

22. The Americans with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject properties to determine whether or not they are in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the properties together with a detailed analysis of the requirements of the ADA could reveal that the properties are not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the properties. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with the requirements of ADA was not considered in estimating the values.
23. The age of any improvements to the subject properties mentioned in this report should be considered an estimate based upon circumstantial, conversational, or documented evidence.
24. No separation of land and any improvement values may be used for any other purpose than that delineated elsewhere in this report.

#### ***Extraordinary Assumptions***

An extraordinary assumption is “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions. Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.” (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 4). The use of one or more extraordinary assumptions may affect the assignment results.

25. Information about the proposed project and its improvements and use, as provided by the City of Visalia, is relied upon in analyzing the damages and/or benefits the project will have on the subject remainder properties in their after conditions. It is an extraordinary assumption that this project information is comprehensive and that no substantive changes to the project will be made after the date of this appraisal report that would have a material impact on the opinions of fair market value.
26. The definition of fair market value that applies in these appraisals indicates that the subject properties are to be valued as though there is not any increase or decrease in value that is attributable to: (a) the project for which the property is taken; (b) the eminent domain proceeding in which the property is taken; or (c) any preliminary actions of the plaintiff relating to the taking of the property. (*California Code of Civil Procedure*, Section 1263.330). Therefore, these appraisals are based on the extraordinary assumption that none of these factors is influencing the value of the subject properties.

***Hypothetical Condition***

A hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.” (*USPAP*, Appraisal Foundation, 2020-22 edition, pg. 4). The use of one or more hypothetical conditions may affect the assignment results.

27. The valuations of the subject remainder properties in their after conditions are based on the hypothetical condition that the parts being taken have already been severed from the larger parcel and the project has been constructed and is in use in the manner proposed as of the effective date of value for each appraisal.

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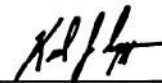
### **CERTIFICATION OF THE APPRAISALS**

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the properties that are the subjects of this report and no personal interest with respect to the parties involved.
- For all but one of the subject properties, we have performed no services, as appraisers or in any other capacity, within the three-year period immediately preceding acceptance of this assignment. For the one property where recent appraisal work has been done, the client was made aware of this before our acceptance of this current assignment.
- We have no bias with respect to the properties that are the subjects of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of predetermined values or a direction in value that favors the cause of the client, the amount of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisals.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- We have made a personal inspection of the properties that are the subjects of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, we have completed the continuing education program for Designated Members of the Appraisal Institute.
- We are competent to complete this appraisal assignment. Any steps necessary to achieve competency are disclosed in this report.
- This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.



Renee E. Hendrick, MAI, R/W-AC, ARA  
CA #AG040264 (expires 5/11/2024)



Keith J. Hopper, MAI, R/W-AC, AI-GRS  
CA #AG002559 (expires 10/4/2024)



**QUALIFICATIONS OF RENEE E. HENDRICK**  
**MAI, R/W-AC, ARA**

**Professional Designations & Certification**

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- ARA designation – Accredited Rural Appraiser of the American Society of Farm Managers and Rural Appraisers
- California Certified General Real Estate Appraiser: Certificate No. AG040264

**Education**

- University of Denver: M.S. Degree, Real Estate and Construction Management – Appraisal Emphasis:
  - Income Property Finance (REAL 4407)
  - Income Property Investment (REAL 4477)
  - Residential Construction Systems (CMGT 4405)
  - Commercial Construction Systems (CMGT 4410)
  - Computer Applications for Real Estate Analysis (REAL 4007)
  - Income Property Appraisal (REAL 4417)
  - Advanced Real Estate Feasibility Analysis (REAL 4407)
  - Management of Income Properties (REAL 4347)
  - Argus Financial Analysis (REAL 4500)
  - Advanced Valuation and Report Writing (REAL 4980)
- California Polytechnic State University, San Luis Obispo: B.S. Degree, Agricultural Business – Finance and Appraisal Concentration:
  - Real Estate Appraisal Principles
  - Basic Valuation Procedures
- Appraisal Institute:
  - Evaluating Commercial Construction
  - Land Valuation Assignments
  - Land Valuation Adjustment Procedures
  - General Appraiser Market Analysis and Highest & Best Use
  - Advanced Market Analysis and Highest & Best Use
  - Rates and Ratios: Making Sense of GIMs, OARs, and DCFs
  - Complex Litigation Appraisal Case Studies
  - Federal and California Statutory and Regulatory Laws
- International Right of Way Association:
  - Ethics and the Right of Way Profession (103)
  - Standards of Practice for the Right of Way Profession (104)
  - Principles of Real Estate Appraisal (400)
  - Appraisal of Partial Acquisitions (401)
  - Easement Valuation (403) & Legal Aspects of Easements (802)
  - Reviewing Appraisals in Eminent Domain (410)
  - Problems in the Valuation of Partial Acquisitions (431)

**Corridor Valuation**

Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)

- American Society of Farm Managers and Rural Appraisers:  
Integrated Approaches to Value (A304)  
Valuation of Permanent Plantings in Changing Markets

**Employment History**

- Farm Credit West – Santa Maria, CA:  
Summer Internship
- Schenberger, Taylor, McCormick & Jecker, Inc. – San Luis Obispo, CA:  
Appraisal Trainee
- Hopper Company – Visalia, CA:  
Appraiser 9/06 – Current

**Appraisal Experience**

Actively engaged in real estate appraisal in the Central Valley since 2006. Appraised many types of commercial, industrial, residential, apartment, land, agricultural, and special purpose properties. A partial list of clients includes:

- Government: County of Tulare, City of Visalia, City of Tulare, City of Porterville, City of Farmersville, City of Woodlake, City of Exeter, Tulare Irrigation District, Allensworth Community Services District
- Schools: Visalia Unified, College of the Sequoias, San Joaquin Valley College
- Lenders: Wells Fargo, Union Bank, Citizens Business Bank, Bank of the Sierra, Bank of the West, Rabobank, Suncrest Bank, Kingsburg Federal Land Bank, Farm Credit West, Temecula Valley Bank, Bank of Stockton, Central Valley Community Bank
- Corporations: Southern California Edison Company, California Water Service Company, Kaweah Management Company, Stihl Inc., International Agri-Center
- Insurance Companies: Nationwide Mutual Insurance Company
- Attorneys: Rauber & Johnson, Baker Manock & Jensen, Dooley & Herr, Peltzer & Richardson, Houk & Hornburg, Kahn Soares & Conway, Krase Bailey & Reed-Krase
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler
- Health Care: Kaweah Health, Sierra View Local Health Care District

**Condemnation Experience**

Appraised hundreds of properties involved in full or partial takings on behalf of public agencies, right-of-way firms, law firms, and private property owners. Projects have included road widenings, overcrossings and undercrossings, utility installations, permanent and temporary easements, railroad corridors, and lake expansions.





**QUALIFICATIONS OF KEITH J. HOPPER**  
**MAI, R/W-AC, AI-GRS**

**Professional Designations & Licenses**

- MAI designation – Member of the Appraisal Institute
- R/W-AC designation – Appraisal Certification of the International Right of Way Association
- AI-GRS designation – General Review Specialist of the Appraisal Institute
- California Certified General Real Estate Appraiser: Certificate No. AG002559
- California Real Estate Broker's License: License No. 01105905

**Education**

- California State University, Fresno: B.S. Degree, Business Admin. - Real Estate and Urban Land Economics
- Appraisal Institute:
  - Real Estate Appraisal Principles & Basic Valuation Procedures
  - Capitalization Theory & Techniques
  - Case Studies in Real Estate Valuation
  - Report Writing and Valuation Analysis
  - Standards of Professional Practice, National USPAP Update, & California Laws and Regulations
  - Advanced Sales Comparison and Cost Approaches
  - Land Valuation Assignments and Adjustment Procedures & Subdivision Valuation
  - General Appraiser Market Analysis and Highest & Best Use
  - Real Estate Finance, Statistics, and Valuation Modeling
  - Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book)
  - Litigation Professional Development Program:
    - Litigation Valuation Overview
    - Litigation Appraising – Specialized Topics and Applications
    - Condemnation Appraising
    - Advanced Condemnation Appraising
  - Review Theory – General
- International Right of Way Association:
  - Ethics and the Right of Way Profession (103)
  - Standards of Practice for the Right of Way Profession (104)
  - Principles of Real Estate Appraisal (400)
  - Appraisal of Partial Acquisitions (401)
  - Easement Valuation (403) & Legal Aspects of Easements (802)
  - Reviewing Appraisals in Eminent Domain (410)
  - Problems in the Valuation of Partial Acquisitions (431)
  - Corridor Valuation
- American Society of Farm Managers and Rural Appraisers:
  - Integrated Approaches to Value
  - Best Practices for Rural Property Appraisals
  - Highest and Best Use
  - Valuation of Permanent Plantings in Changing Markets

**Appraisal Experience**

Actively engaged in appraisal in the Central Valley since 1989. Appraised many types of commercial, industrial, residential, apartment, subdivision, land, agricultural, and special purpose properties. Clients include:

- Government: U.S. Postal Service, U.S. Navy, U.S. Marshall's Office, Calif. Dept. of Forestry, Calif. Dept. of Transportation, Resolution Trust Corp., Federal Deposit Insurance Corp., County of Tulare, County of Kings, Administrative Office of the Courts
- Cities: Visalia, Tulare, Porterville, Dinuba, Exeter, Woodlake, Lindsay, Farmersville, Hanford, Kingsburg, Bakersfield, Reedley
- Schools: Visalia Unified, Hanford Elementary, Central Valley Christian, College of the Sequoias, Tulare City Schools, Tulare High School District, Liberty Elementary, Porterville Unified, Burton School District, Alta Vista School District
- Lenders: Wells Fargo, Union Bank, J.P. Morgan, Bank of the Sierra, Comerica Bank, Westamerica Bank, Key Bank, Aegon Realty Advisors, Rabobank, Housing Capital Co., Citizens Business Bank, Premier Valley Bank, RBC Builder Finance, Farm Credit West, Kingsburg Land Bank, Bank of the West, Suncrest Bank, Central Valley Community Bank, Evangelical Christian Credit Union, United Security Bank, Mission Bank, Tri Counties Bank, Fresno First Bank
- Corporations: Kraft General Foods, Chevron USA, McDonald's Corp., Wal-Mart Stores, Campbell Soup Co., Pepsi Cola Co., Southern California Edison Co., California Water Service Co., Southern Pacific Railroad, Jostens, Payless Cashways, Frito Lay, Southland Corp., RR Donnelley, Leprino Foods, California Dairies, Sun Maid
- Insurance Companies: Nationwide Mutual Insurance Co., Chicago Title Insurance Co., Ticor Title Insurance Co., Fidelity National Title Co.
- Attorneys: McGregor Dahl Sullivan & Klug, Navy Exchange Service Command, Dale Bruder, Rauber Johnson & Black, Hurley & Laird, Williams Jordan & Broderson, Paul Hastings Janofsky & Walker, Houk & Hornburg, Baker Manock & Jensen, Griswold LaSalle Cobb Dowd & Gin, Dowling Aaron & Keeler, Herr Pedersen & Berglund, Peltzer & Richardson, Hooper Lundy & Bookman, McCormick Barstow, Kahn Soares & Conway, Ruddell Stanton & Bixler, Sullivan McGregor & Doerr
- Right-of-Way Firms: Universal Field Services, Bender Rosenthal, Paragon Partners, Tarvin & Associates, Hamner Jewell & Associates, Overland Pacific & Cutler
- Churches: Methodist, Baptist, Calvary Chapel, Nazarene, Mennonite, Catholic, Grace Community, Living Christ, Bethel Assembly, New Hope, Praise Center
- Health Care: Kaweah Health, Tulare Regional MC, Sierra View District Local HCD, Tulare Community Health Clinic, Visalia Medical Clinic, Family Health Care Network
- Other: YMCA, Farm Bureau, Housing Authority, Tulare Irrigation District, International Agri-Center, Visalia Rescue Mission, Owens Valley CDC

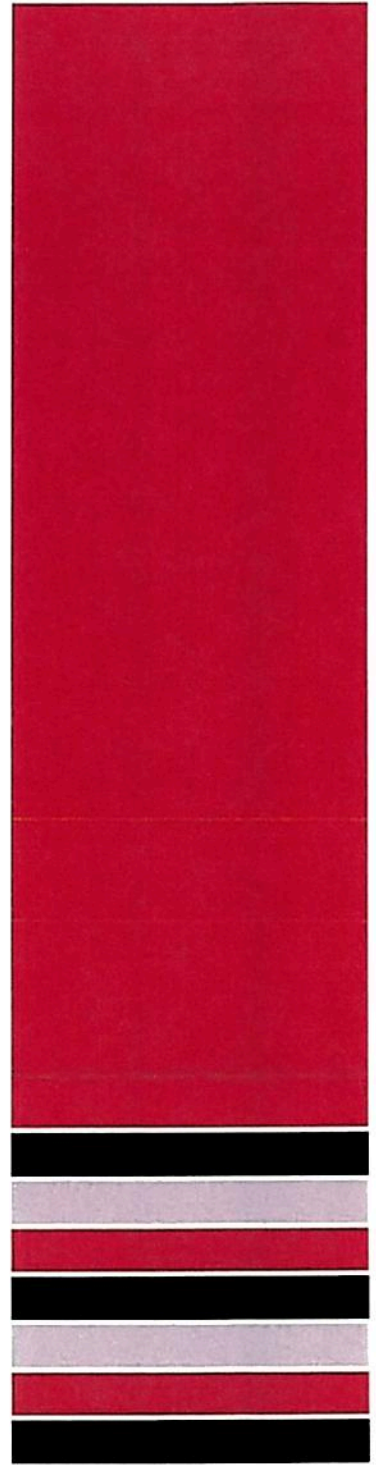
**Litigation Experience**

Appraised properties on behalf of private and public agency clients for eminent domain, bankruptcy, divorce, and other matters involving litigation. Have given depositions, appeared at mediation and arbitration hearings, and qualified as an expert witness in Tulare County, Kings County, and Kern County Superior Courts; Kings County Board of Equalization; and Federal Bankruptcy Court.

**Condemnation Experience**

Appraised hundreds of properties involved in full or partial takings on behalf of public agencies, right-of-way firms, law firms, and private property owners. Projects have included road widenings, overcrossings and undercrossings, utility installations, permanent and temporary easements, railroad corridors, and lake expansions.

# AREA AND PROJECT INFORMATION



**Hopper**Company  
*Real Property Valuation*

## REGIONAL AREA INFORMATION

The subject properties are located in or adjacent to the city of Visalia, in Tulare County, California. Tulare County as a whole is located near the center of California in the heart of the San Joaquin Valley, a vast 450-mile-long region that forms the interior of the state. While the Valley has long been overshadowed by the major metropolitan areas of Southern California and the Bay Area, it is now the fastest growing section of California and is a rich agricultural region that is often referred to as the “bread basket of the world.” The county of Tulare is one of six counties comprising the southern San Joaquin Valley region of California and it is made up of eight incorporated cities and over 40 smaller unincorporated communities. Visalia is the largest city and the home of the county seat of government.



Visalia is located on the western edge of Tulare County and it is central to all of California being approximately 185 miles north of Los Angeles and 225 miles south of San Francisco. Visalia lies just east of the junction of State Route 99 and State Route 198. Highway 198 serves as one of the primary roads leading to the Sequoia and Kings Canyon National Parks, and for this reason Visalia is referred to as the “Gateway to the Sequoias”.

### Geography

Tulare County is situated between the Sierra Nevada Mountains to the east and the Coastal Mountains to the west. It covers nearly 4,935 square miles with about one-third of the area on the valley floor. The remaining land area is principally in the eastern section of the county and it consists of foothills, timbered slopes, and high mountains. Elevations vary from 270 feet above sea level on the valley floor to a peak of 14,495 at the top of Mount Whitney, the highest point in the continental United States.

The county is an area of superlatives and it serves as home to the nation’s tallest mountain, the world’s largest tree, the world’s biggest dairy herd, and the oldest living thing on earth. The giant Sequoia trees, some of the largest and oldest living things, are found in the Sequoia National Park.<sup>1</sup>



### Population Trends

While often viewed as the downtrodden sibling to California’s coastal powers, the San Joaquin Valley has emerged lately as an area on the rise as it has outpaced the Bay Area and Southern California in both population and economic growth. “Of the 20 fastest-growing counties in the state last year, 12 were in the Central Valley. . . Many Valley counties had strong birth rates, suggesting residents planting roots in the region are doing so to have children in a place far more affordable than the coastal counties. . . But

<sup>1</sup> Tulare County Economic Development Corporation, [www.sequoiavalley.com](http://www.sequoiavalley.com).

the Valley is also seeing an influx of new residents from other parts of the United States – most notably from the expensive coastal regions of California. . . At the same time, the Bay Area and Southern California are losing tens of thousands of residents to other parts of the state and country.”<sup>2</sup>



California’s Department of Finance placed Tulare County’s population at 475,014 people as of January 2022 ranking it 18<sup>th</sup> in size amongst California’s 58 counties. This is an increase of 0.2% or 982 people over the previous twelve months, and it distinguishes the area as the 19<sup>th</sup> fastest growing county in California during 2021.<sup>3</sup> The state as a whole saw a -0.3% decline in population as residents left many of the major metropolitan areas. The southern San Joaquin Valley was somewhat of an exception, however, with all six of its counties registering small population gains.

Over the past ten years, Tulare County’s population has grown by 5.3% or a compounded rate of 0.5% per year, and it has continued to increase every year for more than 50 years.

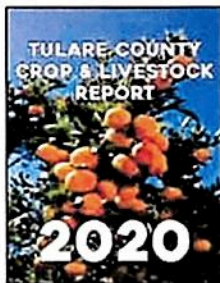
Visalia registered a population of 142,091 people at the beginning of 2022 for an increase of 812 people or 0.6% for the year. Visalia remains the largest city in Tulare County and the state’s 42<sup>nd</sup> biggest community, but it experienced only the third highest percentage of population increase amongst Tulare County’s eight incorporated cities. Over the past decade, Visalia has grown by 15,169 people or 12.0%, with a compound rate of 1.1% per year. It is expected that Visalia will continue to increase its population at a slow but steady pace over the next several years.



### **Economy & Industry**

The primary industry in Tulare County is agriculture and in 2020 the county ranked as the third highest grossing area in the United States, behind only neighboring Fresno and Kern Counties, with a total commodity value of \$7.140 billion. This is a decline of -\$365 million or -4.9% for the year, but still represents the third highest annual total in history. Despite the overall drop in value, significant increases were recorded for milk, vegetables, field crops, livestock and poultry, and nursery products; while the declines are attributed to fruits and nuts, like almonds, grapes, peaches, and tangerines.

Milk remains the county’s leading commodity with a value of \$1.867 billion or 26.1% of the total crop value. Milk production increased in quantity by just 1.5%, but a higher commodity price pushed the valuation upward by 15.8%. Still, the local dairy industry continues to struggle under the weight of growing environmental regulations, rising labor costs, and fluctuating milk prices, which have led some operators to relocate to other states or simply close their facilities.



Other top crops include oranges (\$1.062 billion), cattle and calves (\$602 million), grapes (\$570 million), pistachios (\$444 million), tangerines (\$402 million), almonds (\$352 million), lemons (\$269 million), corn (\$186 million), and peaches (\$172 million). Overall, Tulare County produces more than 120 different crops with 43 of these commodities generating annual income of over \$1.00 million

<sup>2</sup> *On the rise? The Central Valley is beating the Bay Area and L.A. in key measures*, Renee C. Byer, Sacramento Bee, January 7, 2019.

<sup>3</sup> California Department of Finance, [www.dof.ca.gov](http://www.dof.ca.gov)

each last year. Tulare County's crops provide food and fiber to more than 96 countries throughout the world with the top export countries being Korea, China, Japan, Mexico, Taiwan, and Australia.<sup>4</sup>

### ***Labor & Employment***

Farm-related employment represents around 27% of all jobs in Tulare County and it is perpetually the largest employment sector. Other sectors that make up the local economy include government, retail trade, manufacturing, educational and health services, leisure and hospitality, professional and business services, and construction.

Tulare County's available labor pool was 200,900 people as of July 2022 with an unemployment rate of 7.6% for the month. This is a slight increase from the prior month's 7.4% jobless reading, but is well below the 11.2% level seen one year ago. There has been significant improvement from the peak unemployment level of 18.6% experienced in April 2020, which spiked due to the COVID-19 pandemic that forced many employers to close and lay off workers. For the month, Tulare County ranked 56<sup>th</sup> out of 58 counties in California for unemployment.

Visalia's labor force stood at 61,700 workers in July 2022 with unemployment of 4.2%. This too is a rise from the 3.8% level of the previous month, but is considerably better than the 7.8% rate of a year ago. It is also the lowest jobless rate seen for the month of July in at least the past thirteen years. Visalia's unemployment rate also peaked in April 2020 at 15.4% due to the virus pandemic, but it has shown steady improvement back to what is now a very tight level. Some of Visalia's largest employers include the County of Tulare, City of Visalia, Kaweah Delta Health Care District, Visalia Unified School District, College of the Sequoias, CIGNA HealthCare, VF Outdoor, California Dairies, Blue Scope Manufacturing, and International Paper.

### ***Income & Cost of Living***

According to the U.S. Bureau of Economic Analysis, the per capita personal income of Tulare County residents was \$46,348 in 2020. This is an increase of 15.8% from the prior year, but it remains -34.0% below the California average of \$70,192 per person. Tulare County now ranks 47<sup>th</sup> out of 58 California counties. Over the past five years, the income level of Tulare County residents has risen at a compounded annual rate of 4.3% per year, which is similar to the state's 4.4% annualized rate. Tulare County's per capita income is second amongst the surrounding six-county area, ahead of Kings, Kern, Madera, and Merced Counties, but behind Fresno County.<sup>5</sup>

The Tulare County metropolitan area ranks in the bottom 20% of American cities for discretionary income, which is the amount of money that remains after subtracting taxes and basic living expenses. The average salary of Tulare County workers is \$45,199 per year, which is 3% above the national average, but with expenses running 7% greater than other cities area residents actually have a discretionary income below zero at negative \$857 per year. California had 20 small and medium-sized cities included in the study,

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<sup>4</sup>2020 Tulare County Crop and Livestock Report, September 2020, Tulare County Agricultural Commissioner/Sealer.

<sup>5</sup> United States Bureau of Economic Analysis.

with 19 of those ranking in the bottom 20% nationwide, making it the third worst state for discretionary income behind only New York and Hawaii.<sup>6</sup>

While it is evident that Tulare County and its communities are below the average effective incomes of California and the nation overall, this area is also somewhat lower with respect to the associated cost of living. Visalia's cost of living index stood at 87.8 in March 2019, well below the national average of 100.0 and other higher priced areas of California, like Los Angeles (145.8), San Francisco (174.3), Sacramento (101.9), and San Diego (140.3).

### **Real Estate Market**

Prior to the outbreak of the COVID-19 virus pandemic in March 2020, the real estate market in Tulare County had been on a steady, multi-year recovery following the Great Recession and was beginning to set new highs. Much of the market took a pause at the start of the pandemic, but now all sectors are rallying and again are achieving record high prices.

Previously, home values in Tulare County peaked in December 2005 with a median house price of \$269,711, and the low point in the market was reached in April 2011 when house prices sat at a median level of just \$111,600. Since the low point of the trough, house values have recovered nicely and in June 2020 the median value stood at \$270,000, eclipsing the previous record high for the first time. More recently, values have continued to rise and in July 2022 the median hit \$370,000. The median house value in Tulare County has increased by \$40,000 or 12.1% in the past twelve months and has risen \$102,000 or 38.1% over the last two years.

The unsold inventory index showed that Tulare County had just 2.6 months of available housing supply in July 2022. This is well below the 6 to 7 months of supply that is indicative of a balanced market, but it has been moving higher in recent months and is now at the highest level since May 2020.<sup>7</sup>

The National Association of Home Builders/Wells Fargo Housing Opportunity Index says that just 42% of Tulare County residents who earn at or above the median income level can now afford to purchase the median priced house as of the second quarter of 2022. Tulare County currently ranks 198<sup>th</sup> amongst 268 metropolitan areas across the country in housing affordability.<sup>8</sup>

Commercial property values in the local market tend to follow similar trends to those being seen nationally. According to the July 2022 *RCA Commercial Property Price Index*, a published index that tracks price changes by examining re-sales of commercial properties across the United States, the aggregate index for all of the core property types (office, retail, industrial, and multifamily) in non-major metropolitan areas saw prices increase 0.9% in the last month, and in the past twelve months they have risen by 19.3%. The clear winners over the past year have been the industrial sector (24.4% value increase) and apartments (20.9%), while the slowest value growth has been seen in the office sector (8.2%).<sup>9</sup>

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<sup>6</sup> *No extra spending money for Visalia-Porterville residents*, Porterville Recorder newspaper, October 25, 2017.

<sup>7</sup> *Median Prices of Existing Detached Homes*, California Association of Realtors, [www.car.org](http://www.car.org)

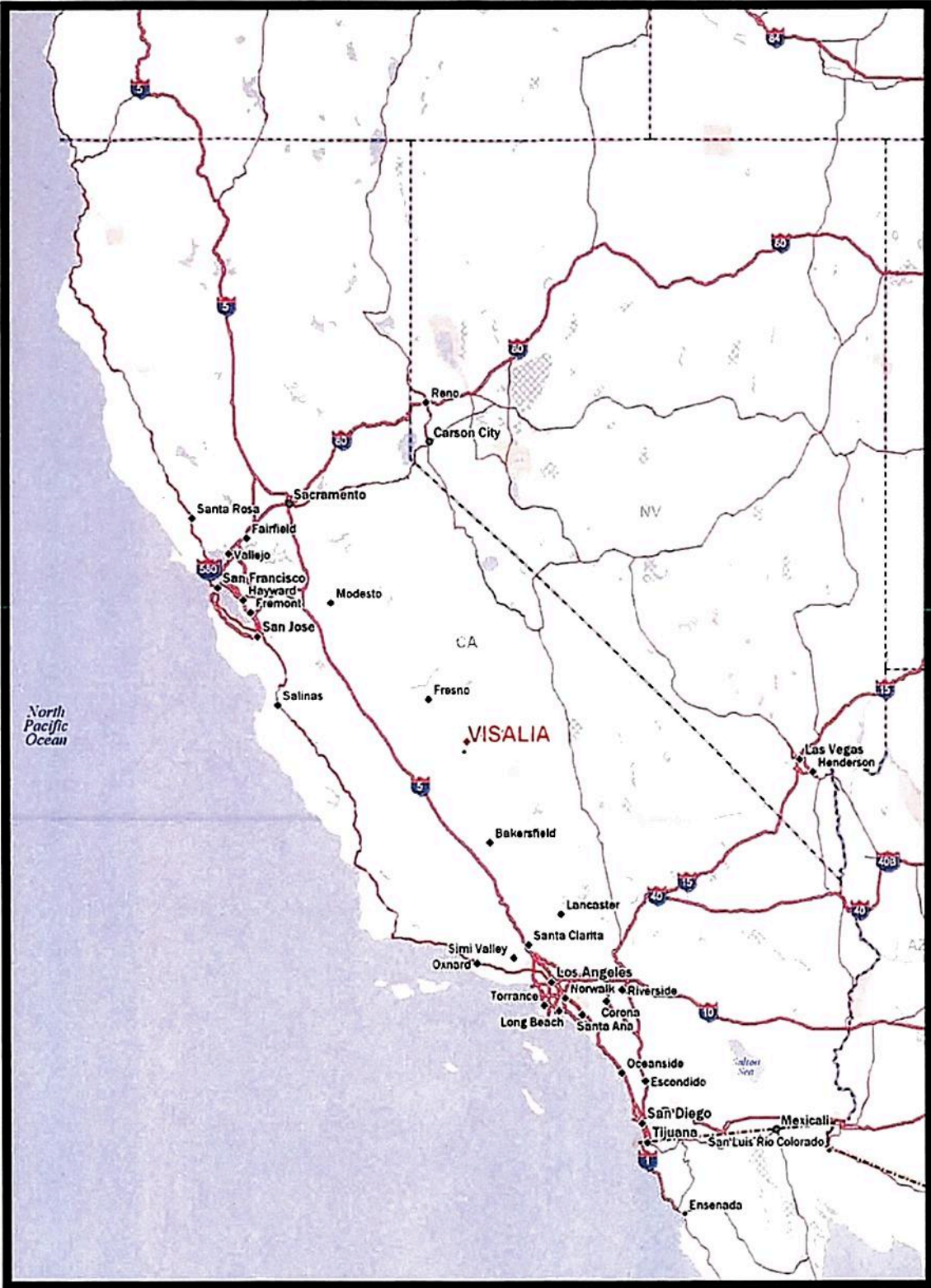
<sup>8</sup> *NAHB/Wells Fargo Housing Opportunity Index*, [www.nahb.org/news-and-economics/housing-economics/indices/housing-opportunity-index](http://www.nahb.org/news-and-economics/housing-economics/indices/housing-opportunity-index).

<sup>9</sup> *RCA Commercial Property Price Indices*, July 2022, Real Capital Analytics, [www.rcanalytics.com](http://www.rcanalytics.com).

***Conclusions***

In general, Tulare County and its largest city Visalia are rural areas located in the center of California's San Joaquin Valley agricultural region. Population growth has been steady for well over a decade and is expected to continue to expand at a good pace for many years to come. When the COVID-19 pandemic hit in early 2020, unemployment spiked to the highest levels seen in many years, but the economy has now recovered and the jobless rate is at its lowest point in over a decade. Urban property values have posted solid gains as well and in many instances are seeing new historic highs, with the greatest appreciation found in the residential, industrial, and apartment sectors.





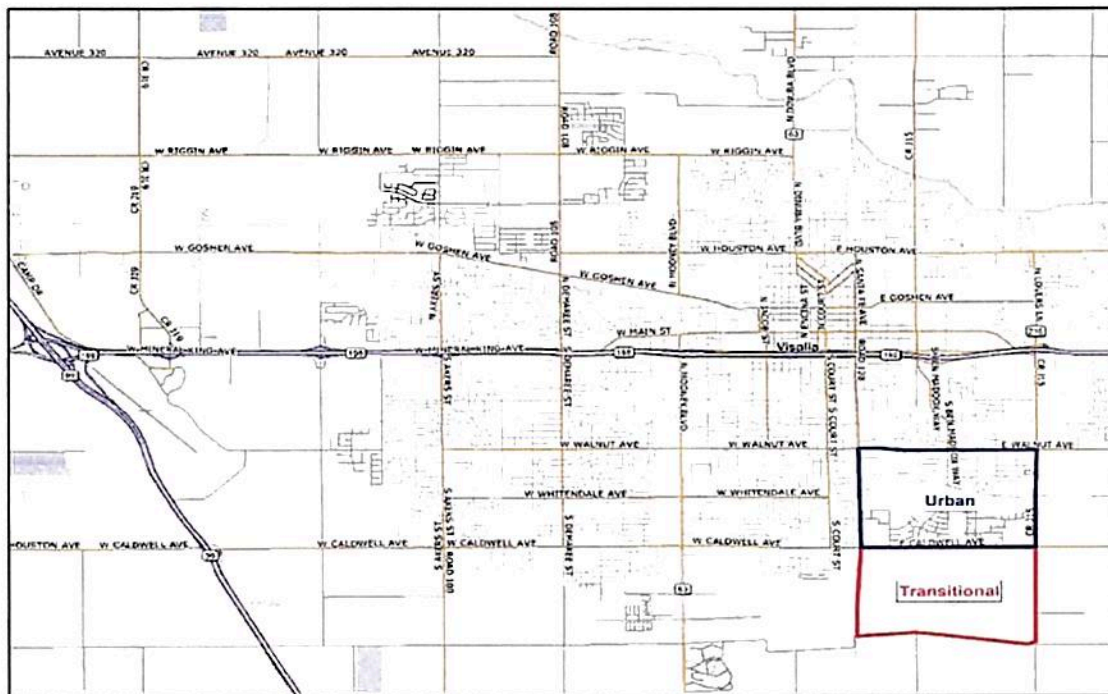
CITY LOCATION MAP

## **NEIGHBORHOOD AREA INFORMATION**

The specific area where the subject properties are located spans two somewhat distinct neighborhood areas that come together along the Caldwell Avenue corridor. The neighborhood situated to the north of Caldwell Avenue is entirely within the Visalia city limits and is a largely urbanized area, while the neighborhood lying to the south is in transition from its mostly rural character to a future of urban uses as lands are annexed.

### **Boundaries & Location**

Both neighborhoods are bounded on the west by Santa Fe Street (Road 128) and on the east by Lovers Lane (Road 140). The northern neighborhood is delineated by Walnut Avenue on its north side and Caldwell Avenue on the south. The southern neighborhood has Caldwell Avenue as its north border and then extends south to Avenue 272.



The neighborhoods are located 1½ miles east of the Mooney Boulevard corridor, the main retail district of Visalia that is home to several large indoor malls, shopping centers, and other retail and dining outlets. Visalia's downtown central business district is two miles to the north. This is the original core of the city and is home to City Hall, the Visalia Convention Center, the medical and financial districts, and numerous offices, restaurants, retail shops, and entertainment venues. Much of Visalia has been planned to emanate outward from the downtown core.

The Visalia industrial park is located 5½ miles to the northwest. The industrial park is a major employment center for the community with over 130 manufacturing plants, distribution centers, warehouses, and

service commercial businesses. The Visalia Municipal Airport is also relatively close as well, lying six miles to the northwest at the interchange of State Routes 198 and 99.

### ***Access & Linkages***

The closest highway to the neighborhoods is State Route 99, which is 5½ miles to the west. This is a major route that extends north-south through California, and it is often referred to as the “Main Street of the Central Valley”. The highway provides an important connection between the large metropolitan areas of the Bay Area to the north and Southern California to the south, and in between it services many cities and communities within the Valley.

State Route 198 is situated two miles to the north. This is an important highway that runs east-west through the center of Visalia, and it is generally considered to be the dividing line between the north and south sides of the city. The highway serves to connect Interstate 5 on the west side of the San Joaquin Valley with the Sequoia and Kings Canyon national forests to the east. Along the way, the highway passes through several towns, including Visalia, and it serves as one of the primary entrances leading into the city.

Caldwell Avenue is an important arterial that runs east-west across the southern end of Visalia. Within the unincorporated areas of Tulare County, the roadway is identified as Avenue 280, and it connects Visalia with State Route 99 to the west and the cities of Farmersville and Exeter to the east. Lovers Lane is a similar arterial, but it carries traffic in a north-south direction on the east side of Visalia. Running south from Visalia, the street is known as Road 140 and it provides a connection to the Tulare-Lindsay Highway (State Route 137) some five miles to the south.

### ***Northern Land Use Patterns***

Most of the land in the northern neighborhood is designated for residential uses of a single-family or multifamily nature. Single-family residential is most prominent accounting for nearly three-quarters of the total land area. While there is a relatively small amount of housing that has been in place for 30 years or more, the bulk of the inventory is much newer and is contained within subdivisions that have been developed since 2000. These homes typically range in size from 1,000 to 2,500 square feet. Some larger custom homes are found in the neighborhood as well, but most of the housing is considered to be of average quality.

The multifamily housing includes a mix of both large and small properties. The largest complexes are the Sequoia Vista and ReNew apartments located along Lovers Lane. These gated, garden-style apartments have been built within the past fifteen years and are the most modern multifamily housing in the area. The smaller properties tend to have ten or fewer units and they have occupied the neighborhood for many years.

There is a small amount of commercial or industrial development scattered throughout the area as well. Much of it is situated along the Caldwell Avenue corridor, and it includes a former nut processing facility and a small office complex. There is also land set aside for future shopping centers in this area.

Public-oriented land uses include school sites and small neighborhood parks. Residents of this area are served by the Visalia Unified School District, who in 2008 opened the new Annie R. Mitchell Elementary School to serve students in grades Kindergarten through Sixth. Cherry Meadow Park adjoins the school to the south and provides a nice amenity and recreation facility to the neighborhood. There are also small acreages of land that continue to be farmed with permanent nut tree plantings.

### ***Southern Land Use Patterns***

All but about 58 acres of the southern neighborhood's land area is outside of the Visalia city limits and is governed by the County of Tulare. The County has zoned properties in this area AE-20 for exclusive agricultural uses. Production agriculture dominates the neighborhood's land use with crops consisting of walnuts, almonds, tree fruit, citrus, and field crops. There are also a handful of rural homesites scattered about the area, with homes ranging from older rental dwellings to large custom-built estate houses.

The portion that has already been annexed by the City of Visalia sits at the southwest corner of Caldwell Avenue and the Ben Maddox Way alignment. A new subdivision known as Diamond Oaks broke ground on this land in 2021 with plans for 168 single-family lots and eight multifamily lots.

Visalia adopted its current General Plan in 2014 and the document governs the city's growth through the year 2030. All of the neighborhood is included within Visalia's urban area boundary, which is its sphere of influence. Aside from the acreage that has already been annexed, there is a little more than 100 acres of additional property that is situated within the General Plan's Tier One boundary. The southern half of the neighborhood is inside of Tier Three, which is the last ring of development opportunity, with the balance in the northern half situated inside of Tier Two. Each tier has specific criteria that govern when annexations may occur, and currently properties within Tiers One and Two are eligible, although a recent lawsuit has paused annexation of Tier Two properties for the time being.

The General Plan designates the vast majority of the land area in the southern neighborhood for low density residential development, which typically corresponds to single-family subdivisions with a 5,000-square-foot minimum lot size. The next largest category is public institutional, such as schools or hospitals, and this is mostly due to the ownership of more than 100 acres by Visalia Unified School District and Kaweah Health. Commercial sites are set aside at the southwest corner of Caldwell Avenue and Lovers Lane and at the southeast corner of Caldwell Avenue and Santa Fe Street. Finally, there are small amounts of land area planned for multifamily residential, parks and recreation, and conservation and open space uses.

### ***Conclusions***

The subject properties are all located along the Caldwell Avenue corridor, which is the confluence of two distinct neighborhood areas. The area to the north is decidedly urban in nature and is nearing full build out, and it features a mix of residential, commercial, and public land uses. To the south is a mostly rural area that is now beginning to transition to urban uses. Most of its land area remains outside of the Visalia city limits, but large acreages are now eligible for annexation and new urban development is being pursued on several properties. Property values in both neighborhoods have shown good appreciation in recent years and are expected to be stable to increasing in the near term.



## **PROPOSED PROJECT INFORMATION**

The *Caldwell Avenue Widening Project* is a portion of a much larger project known as the *Avenue 280 Road Widening Project*, which is a joint undertaking by the County of Tulare and the cities of Visalia, Farmersville, and Exeter. These local jurisdictions are working in cooperation with the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA) to widen the transportation corridor over a 10.82-mile stretch extending from State Route 99 on the west to Filbert Road in Exeter.

The project “is being proposed in order to relieve congestion and improve the level of service and provide transit pullouts and transit shelters to accommodate increased bus and ridesharing facilities” along the corridor.<sup>10</sup> Avenue 280 is the principal east-west roadway connecting State Route 99 to Visalia, Farmersville, and Exeter, and within the Visalia city limits it is known as Caldwell Avenue. The overall project is being completed in individual segments, and the focus of these appraisals is the segment that is situated between Santa Fe Street and Lovers Lane, which is within or adjacent to the Visalia city limits.

### ***Project Need***

The need for the project stems from existing and forecasted traffic congestion within the roadway corridor. In 2010, the average daily traffic (ADT) count in the stretch between Santa Fe Street and Ben Maddox Way was 22,410 vehicles per day and it operated at a level of service (LOS) of F. By 2035, traffic is projected to increase 22% to 27,380 vehicles per day and remain at LOS-F. Similarly, the segment from Ben Maddox Way to Lovers Lane saw ADT of 13,460 vehicles in 2010 and is expected to grow to 22,120 vehicles per day in 2035, a rise of 64% and a change from LOS-C to LOS-F.

### ***Existing Road Conditions***

Over the 1.50-mile segment of Caldwell Avenue from Santa Fe Street to Lovers Lane, only portions of the street have been improved to an urban standard and most of the roadway remains at a rural standard. There are two travel lanes with no center median or turn lane, and only those properties that have been developed in recent years within the city limits have curb, gutter, and sidewalk installed.

Some widening of the road has occurred at the eastern end of the segment where there are four travel lanes that are separated by a dirt median, but this configuration tapers to two travel lanes and no median around the Villa Street intersection. Also, recent road work at the western end of the segment has created four travel lanes and a partial raised median between Santa Fe Street and Ben Maddox Way. Dedicated left turn lanes are in place for eastbound vehicles at the intersections with Ben Maddox Way, Pinkham Street, and Villa Street.

The current roadway configuration does not comply with existing local, state, or federal standards. There is insufficient right-of-way to support transit pullouts for picking up or dropping off passengers, and the

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<sup>10</sup> *Avenue 280 Road-Widening Project, Environmental Assessment with Finding of No Significant Impact*, State of California Department of Transportation, August 2012.

project provides an opportunity to improve transit facilities and increase access to transit and other commuting options.

### ***Proposed Road Design***

The project calls for widening the roadway in those places where it is not yet fully constructed to the planned width of the street. Curbs and gutters will be installed so that the entire stretch is finished and ADA-compliant handicap-accessible curb returns will be placed at all intersections. Raised center medians will be installed to separate the lanes and left-turn pockets will be placed at significant intersections or points of entry. A bike lane will also be installed to allow for alternative means of transportation. No new utility services are being extended throughout the area as part of the project.

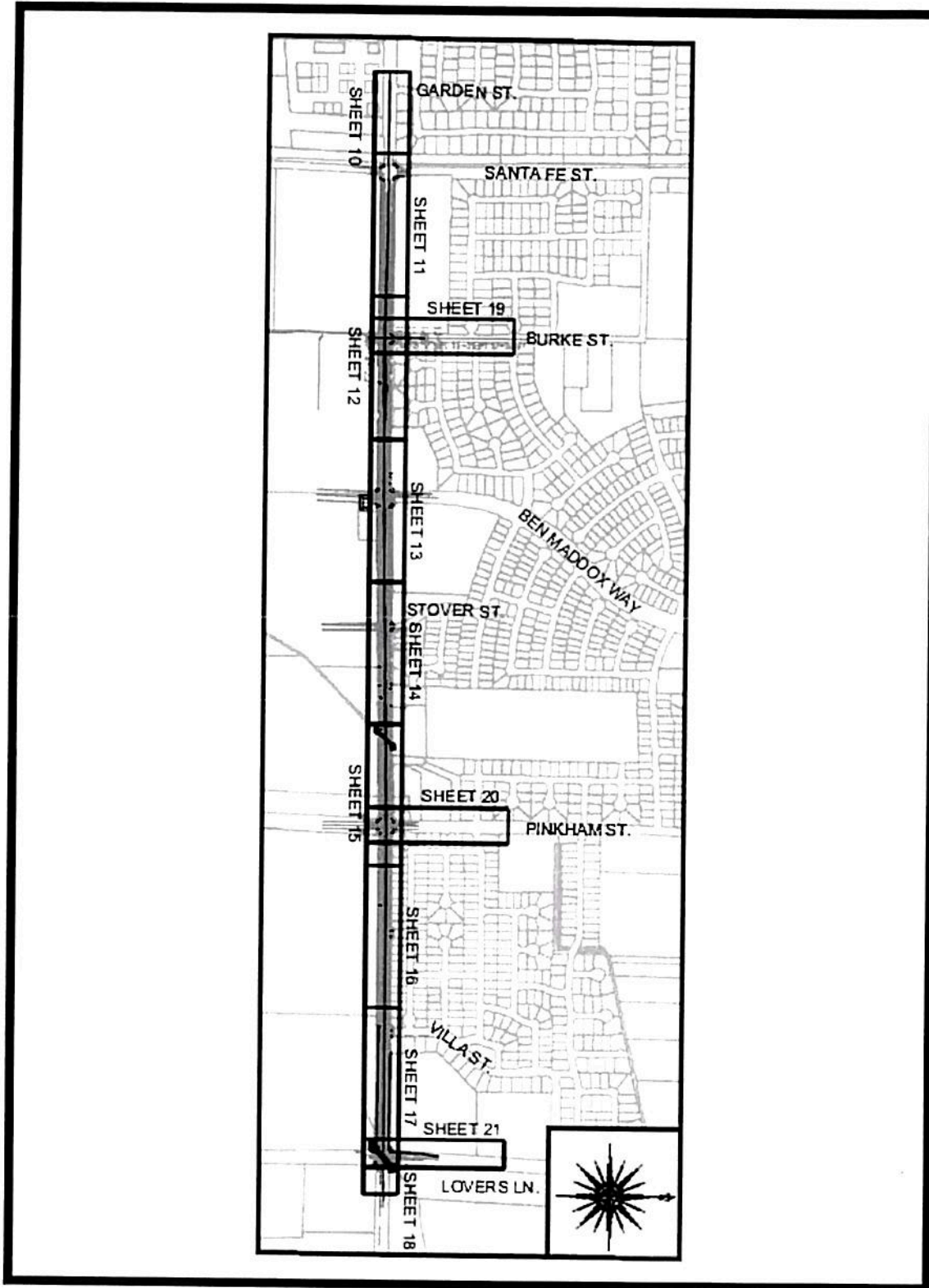
### ***Project Funding & Timing***

Funding for the project is coming from a number of sources. It was included in the Federal Transportation Improvement Program as well as the State Transportation Improvement Plan. Local contributions will come from Measure 'R', a sales tax passed by Tulare County voters to raise money for transportation improvements within the county. The widening project is consistent with the priorities of the Tulare County Association of Governments (TCAG) for roadway improvements within Tulare County and is included in the Regional Transportation Plan.

The project is currently in the right-of-way acquisition phase of the project. The City of Visalia is proposing to be under construction by 2023.

### ***Environmental Impacts***

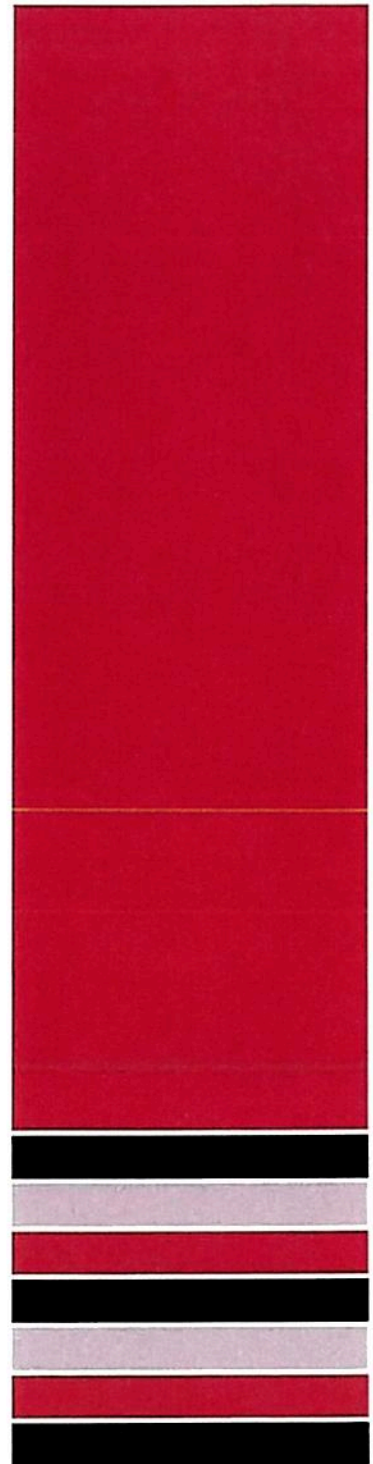
A Final Environmental Impact Report has been prepared and the document was approved in August 2012. A Finding of No Significant Impact (FONSI) was made that the project will have no significant impact on the human environment. Appropriate mitigation measures will be taken to minimize harm or limit the negative impact that the project or its construction will have on surrounding properties.



PROJECT AREA MAP



# KAWEAH HEALTH PROPERTY



**HopperCompany**  
*Real Property Valuation*

**KAWEAH HEALTH PROPERTY**  
**Southwest Corner of Caldwell Avenue and Lovers Lane**  
**Visalia, California**

**Subject Property Identification**

<u>Acquisition Type:</u>	Partial acquisitions of permanent road right-of-way in fee title and a temporary construction easement.
<u>Date of Value / Inspection:</u>	July 16, 2022
<u>Assessor's Parcel Number:</u>	Tulare County APN 126-130-030
<u>Location / Street Address:</u>	Southwest Corner of Caldwell Avenue and Lovers Lane Visalia, California 93292
<u>Property Owner:</u>	Kaweah Delta Health Care District 400 West Mineral King Avenue Visalia, California 93291

Ownership History: Title to the subject property has been held by the current owners for many years. It was previously a part of a larger 102-acre holding, but in September 2019 Kaweah Health sold 82 acres to Visalia Unified School District and retained only this 20-acre portion fronting at the street intersection. No other sales have transacted in the past five years and the property is not currently listed for sale.

**Larger Parcel Description**

Legal Description of the Larger Parcel: That portion of Parcel 1 of Parcel Map No. 4663, in the County of Tulare, State of California, as per map thereof recorded December 17, 2004, in Book 47, at Page 68 of Parcel Maps, as amended by Certificate of Correction recorded January 15, 2009, as Document No. 2009-0002256, Tulare County records, more particularly described as follows: All that portion of said Parcel 1 lying North of a line being parallel with and distant 891 feet southerly, as measured at right angles, from the North line of said Section 9.

Excepting therefrom an undivided one-half of all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, together with all the easements and rights necessary or convenient for the production, storage and transportation thereof and the exploration and testing of said real property and also the right to drill for, produce and use water from the said real property in connection with drilling or mining operations thereon, as excepted and reserved in the deed from the Union Central Life Insurance Company, a corporation to Forrest Howes and Frances Howes, dated December 31, 1946, and recorded January 14, 1947, in Book 1230 of Official Records, at Page 45, as Document No. 1446. The above described legal description is shown as adjusted Parcel 1, pursuant to Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Document No. 2019-0040262 of Official Records.

**Site Description:** The subject larger parcel property is located at the southwest corner of Caldwell Avenue and Lovers Lane, adjacent to the Visalia city limits in an unincorporated area of Tulare County. The irregular-shaped property has a corner-lot orientation and it contains a total land area of 20.00 acres, more or less.

The land has a generally level topography that is at-grade with the height of the fronting streets. According to the Web Soil Survey published by the USDA's Natural Resources Conservation Service, the subject's soil consists entirely of Grangeville sandy loam (drained, 0 to 2 percent slopes, grade 2 – good quality). This is prime farmland that is capable of growing a wide variety of crops. The property is within a shaded 'X' flood zone, which is not a special flood hazard area that usually requires flood insurance.

The property is bisected by the open Cameron Creek channel. This is a natural stream that runs across the southeastern side of Visalia carrying irrigation water to farms in the area. Water flow is regulated by Tulare Irrigation District and occurs only periodically throughout the year. There is also a private irrigation ditch that runs in a mostly southward direction across the property. This ditch appears to take water from Cameron Creek to properties that are south of the subject.

The property is raw land with no off-site improvements installed along either street frontage. It is located outside of the city limits and the public utilities that are available to it are limited to electricity from Southern California Edison Company, natural gas from SoCalGas, telephone service from AT&T, and cable television and internet service from Comcast. Water and sewage disposal come from private systems.

No obvious visible signs of toxic materials, hazardous wastes, or other undesirable substances have been noticed on the site. However, the appraisers are not experts in this field and do not claim to have any special knowledge or ability with regards to the existence or detection of such materials. The GeoTracker website published by the State Water Resources Control Board does not indicate any known leaking underground tanks, land disposal sites, military sites, or other cleanup sites on the subject property.

**Easements & Encumbrances:** A title report prepared by Chicago Title Company dated August 16, 2021 has been reviewed as part of this assignment and it identifies the following items of significance. Reference is made to a 4-foot-wide right of way for a ditch across the property that was granted in 1885 and an 80-foot-wide easement for access and maintenance of Cameron Creek that is shown on Parcel Map No. 4663. Both of these are believed to relate to the existing ditches that cross the property. An easement for electric poles lines and wires was given to Mt. Whitney Power & Electric Company in 1915 across the property as well. Another right-of-way for road purposes was granted to Raymond & Helen Moos in 1972, but the location of this easement is not known for certain.

**Improvements Description:** There are no building structures on the property and it has been farmed for many years with irrigated field crops. Groundwater comes from an on-site agricultural well that is equipped with an electric turbine pump. Surface water can also be drawn from Cameron Creek, although the property owner does not have any ditch shares that entitle it to take water. The water is moved about the property through earthen furrows and underground pipeline.

**Zoning & Property Restrictions:** The subject property is zoned AE-20 by the County of Tulare as being within an exclusive agricultural zone. This zone is designed for intensive agricultural uses and for those related uses that are a necessary and integral part of agricultural operations. Allowable uses in this zone include the growing and harvesting of crops and timber; raising and slaughter of poultry, sheep, goats, horses, swine, and bovine animals; fish farming operations; game preserves; plant nurseries;

open spaces; apiaries; and other similar types of agricultural uses. One single-family residence or mobile home may be erected along with an additional residence for every 20 acres of land area, up to a total of nine units, so long as they are occupied by relatives or employees. Accessory structures, like barns, stables, storage tanks, wind machines, farm buildings, and garage structures, are also permitted.

Development standards for this zone require a minimum parcel size of 20 acres. Building height is limited to a maximum of 50 feet, although tanks, silos, granaries, barns, wind machines, and other accessory structures may exceed this height so long as they do not project into the flight zone of an airport. Agricultural trees, shrubs, and vines are to be setback no less than 10 feet from the edge of the right-of-way or one-half the customary spacing of such plantings in orchards and vineyards, whichever is greater.

The current use of the property is allowed in the AE-20 zone and the improvements appear to comply with the development standards. As a result, the property is believed to be in legal conformity with the zoning.

The subject property is also within the urban area identified on Visalia's General Plan. The General Plan establishes three tiers of urban development boundaries and each tier has specific criteria that must be met before annexation of lands into the Visalia city limits will be allowed. The subject property is inside of Tier 1, and it is eligible for possible annexation at this time. The General Plan designates most of the property for future urban development to Commercial Mixed Use, but along the Cameron Creek channel the designation is Conservation.

Highest & Best Use of Larger Parcel: The AE-20 zoning that is currently applied to the subject property is primarily intended for agricultural crop production and farming operations. The property is also adjacent to the Visalia city limits and is eligible for annexation, with the General Plan designating it for commercial mixed use and conservation uses. The physical characteristics of the site are well suited to both rural agriculture and urban uses. Local real estate market conditions are good at this time and both farming and urban development are financially feasible undertakings, but the potential profitability of urban uses far exceeds that of farming. The subject property is in a neighborhood that is drawing attention from homebuilders seeking land for new residential subdivision projects, but its location is still pioneering for commercial development, which often follows residential into a new area. Therefore, the highest and best use of the subject land as though vacant would be to farm the land for an interim time while waiting for urban development to come closer and the demand for commercial development to be better supported.

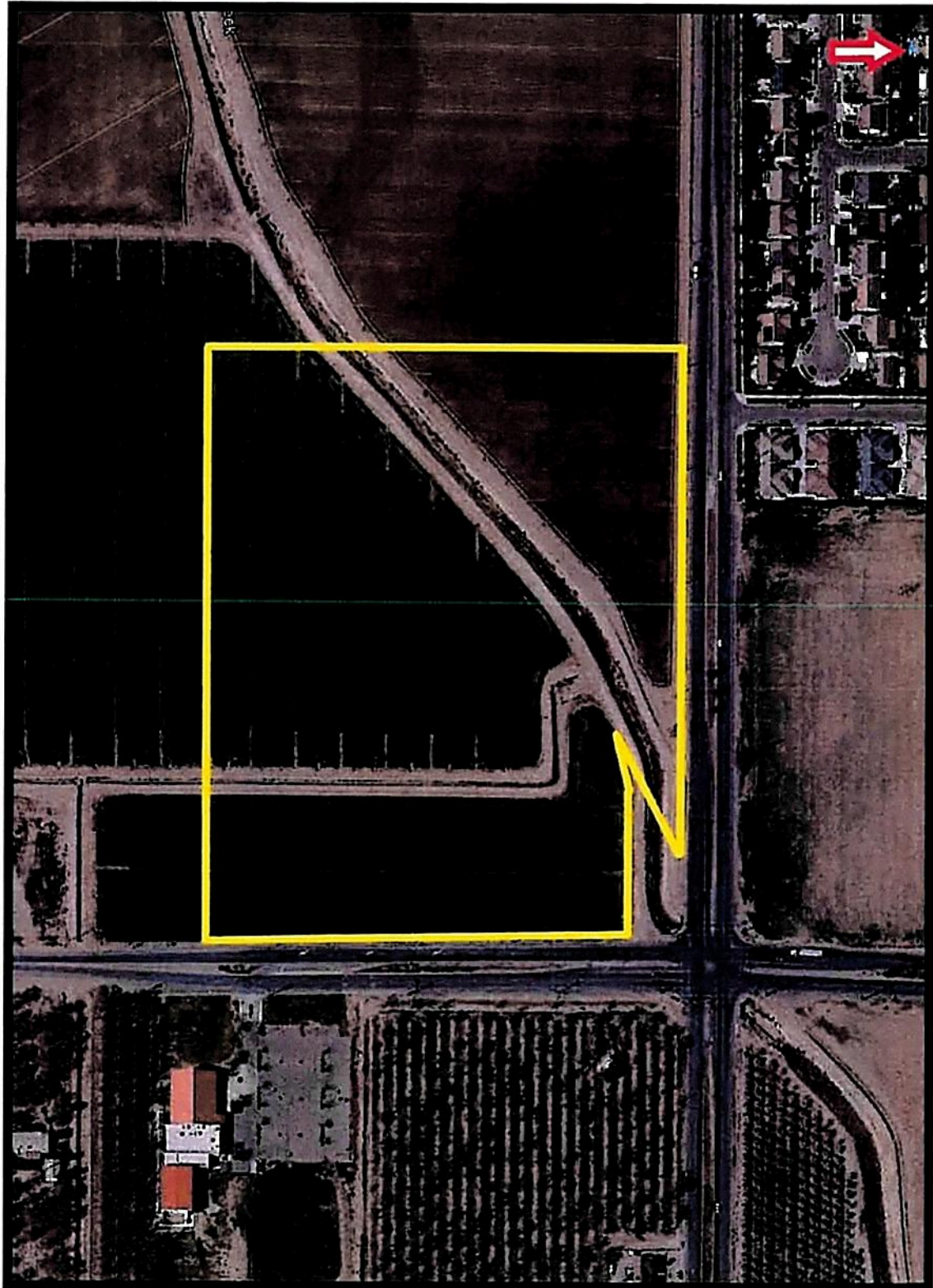
The subject's irrigation system improvements are essential to profitably farming the land and they should be maintained so long as the property remains in agriculture. However, they are only an interim use and would no longer be necessary once urban development of the property begins. They should be maintained in a functional condition while waiting for urban development to be appropriate on the site.

Reference: This individual appraisal is part of a larger report covering multiple properties associated with the *Caldwell Avenue Widening Project*. All items discussed in the introductory sections of the report apply to this appraisal. Any extraordinary assumptions or hypothetical conditions that are specific to this subject property are indicated below.

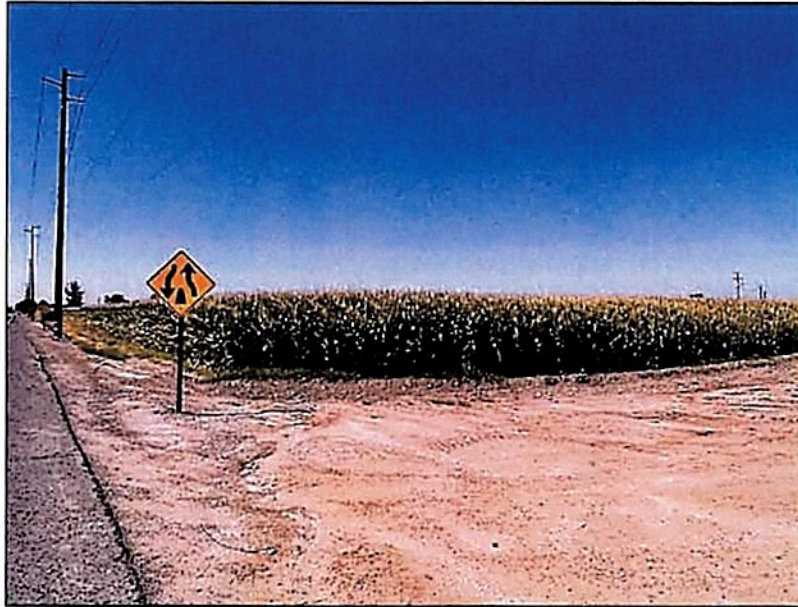
Specific Extraordinary Assumptions: None.

Specific Hypothetical Conditions: None.





**AERIAL PHOTOGRAPH**



View of the subject property looking south along the Lovers Lane frontage.



View of the agricultural well and pump situated in the middle of the property.

### ***Partial Acquisition Description***

**Description of Right-of-Way Taking:** The proposed acquisition of permanent road right-of-way (ROW) will be a partial taking in fee title. This take area is situated at the northern edge of the property fronting along Caldwell Avenue and is an irregular-shaped strip that spans the entire 939.41 feet of frontage along this roadway. The taking varies in depth from 8.67 feet at the property's western boundary to about 14.00 feet at its eastern end, and in total it contains 10,540 square feet or 0.24 acres of land area. There are no real property improvements found in this area and it consists entirely of open irrigated farmland.

**Legal of Right-of-Way Taking:** A portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows: Commencing at the Northeast corner of said Section 9; thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet; thence South 0° 04' 58" West, a distance of 55.00 feet to the South line of the existing right of way of Avenue 280, and the Northwest corner of said Adjusted Parcel 1, and the True Point of Beginning; Thence South 89° 55' 02" East, along the North line of said Adjusted Parcel 1, a distance of 939.41 feet more or less, to an angle point in the North line of said Adjusted Parcel 1; thence South 64° 02' 35" West, along last said North line, 31.89 feet more or less to a line parallel with and 69.00 feet South of the North line of said Section 9; thence North 89° 55' 02" West, along said parallel line, a distance of 233.33 feet; thence North 89° 17' 44" West, 599.92 feet; thence South 89° 12' 45" West, a distance of 77.56 feet more or less, to the West line of said Adjusted Parcel 1; thence North 0° 13' 35" East, along last said West line, a distance of 8.67 feet more or less to the True Point of Beginning.

**Temporary Easement Language:** The temporary construction easement (TCE) will allow the City of Visalia (City) or its construction contractors to utilize labor and equipment on the property for purposes of constructing the proposed road improvement project. This includes the right to clear existing improvements in the TCE area. The compensable period for the TCE will commence on the project's right-of-way certification date and will expire no later than the project's construction contract acceptance date. For this project, this period of time is estimated by the City to be forty-eight (48) months. Should the TCE expire before construction is complete, a revised agreement with the property owner will be executed prior to the City's continued possession of the property.

It is the City's intent not to damage certain improvements that are located within the TCE area, such as fencing, concrete curbing and flatwork, asphalt paving, signage, trees, sprinkler systems, wells and pumps, irrigation pipelines, and permanent agricultural plantings. These items will be protected in place and should they be damaged during construction the City will repair or replace them in order to return the property to a condition that is substantially similar to its condition prior to the start of the TCE term.

If any landscaping is removed in the TCE, then in exchange for this TCE the City will pay a mutually agreeable cost to replace landscape improvements and the property owner will be responsible for replacing those items after the City's project. The City will leave the TCE area clear and free from debris after the project is completed. During the term of the TCE, the property owner will not be permitted to utilize the area for uses that may interfere with the City's work on the Project. The City agrees it will take reasonable steps to maintain access to the remainder of the property during construction. Access over the TCE may be suspended upon prior notice from the City or its construction contractors if necessary



during demolition and installation of sidewalk and/or paving improvements. It is further understood and agreed that City and its agents will, at City's expense, restore driveway connections, if any adjacent to the TCE, as needed to connect the driveway to the sidewalk being constructed. Replacement improvements, which will consist of those portions of any driveway being connected to the new sidewalk, will be the sole property of the Grantor following termination of this TCE and Grantor will be solely responsible for the care, maintenance, and replacement of these items after termination of this TCE.

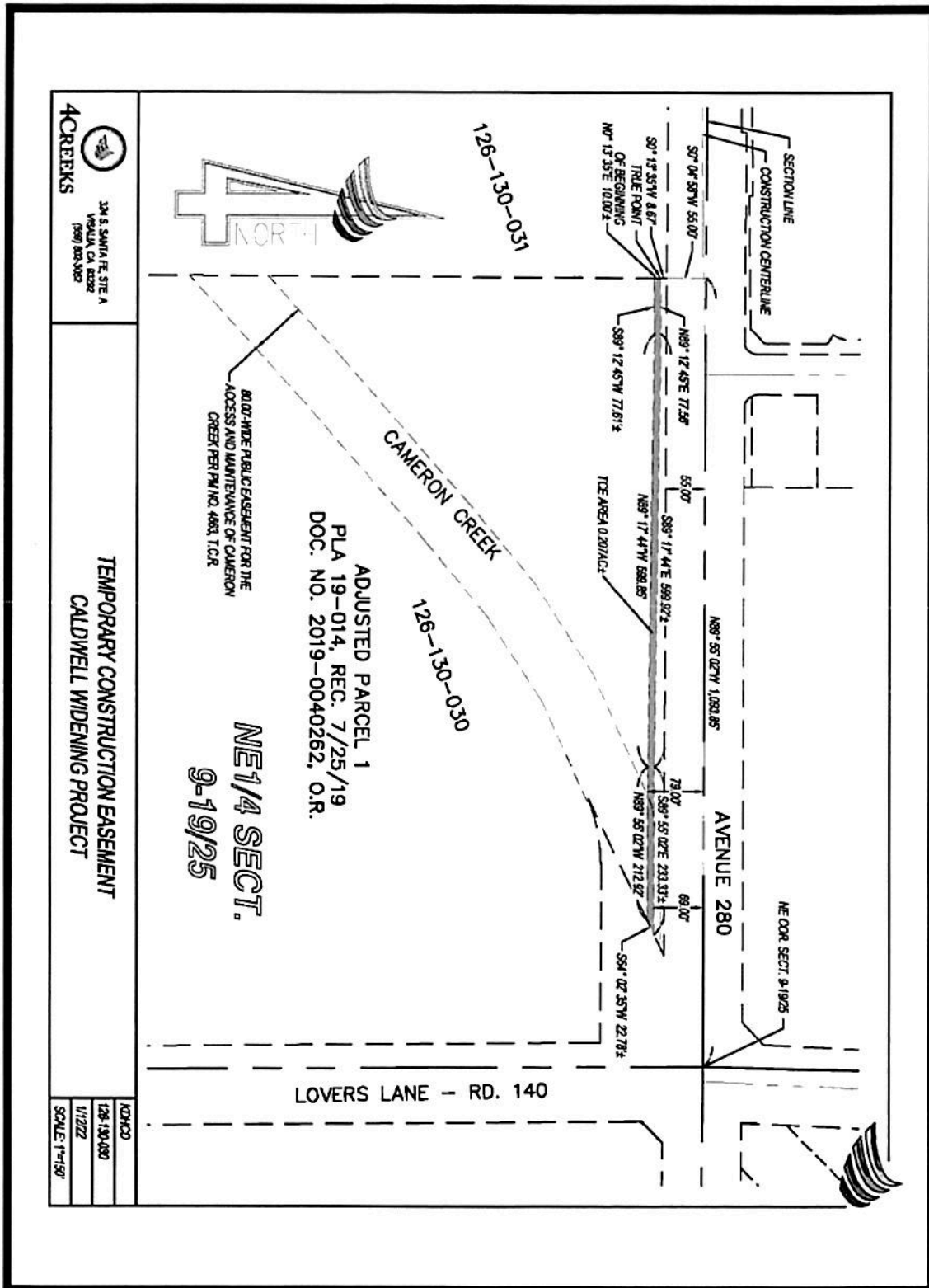
**Description of Temporary Easement Taking:** The temporary construction easement (TCE) taking will be for a term of 48 months. This take area parallels the ROW taking along its south side. It is also an irregular-shaped strip that traverses the full width of the property at its northern end. The taking is 10.00 feet in depth across its 910.81 feet of length and it will burden a total land area of 9,005 square feet or 0.21 acres. Like, the ROW taking, the TCE does not have any real property improvements within its boundaries and it includes only irrigated farmland.

**Legal of Temporary Easement Taking:** A Temporary Construction Easement over and across a portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows: Commencing at the Northeast corner of said Section 9; thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet; thence South 0° 04' 58" West, a distance of 55.00 feet to the Northwest corner of said Adjusted Parcel 1; thence South 0° 13' 35" West, 8.67 feet to the True Point of Beginning; thence North 89° 12' 45" East, 77.56 feet; thence South 89° 17' 44" East, 599.92 feet more or less to a line parallel with and 69.00 feet South of the North line of said Northeast quarter; thence South 89° 55' 02" East, along said parallel line, 233.33 feet more or less to the East line of said Adjusted Parcel 1; thence South 64° 02' 35" West, along said East line, 22.78 feet more or less, to a line parallel with and 79.00 feet South of said North line; thence North 89° 55' 02" West, along last said parallel line, 212.92 feet; thence North 89° 17' 44" West, 599.85 feet; thence South 89° 12' 45" West, 77.61 feet more or less to the West line of said Adjusted Parcel 1; thence North 0° 13' 35" East, along said West line, 10.00 feet more or less, to the True Point of Beginning.

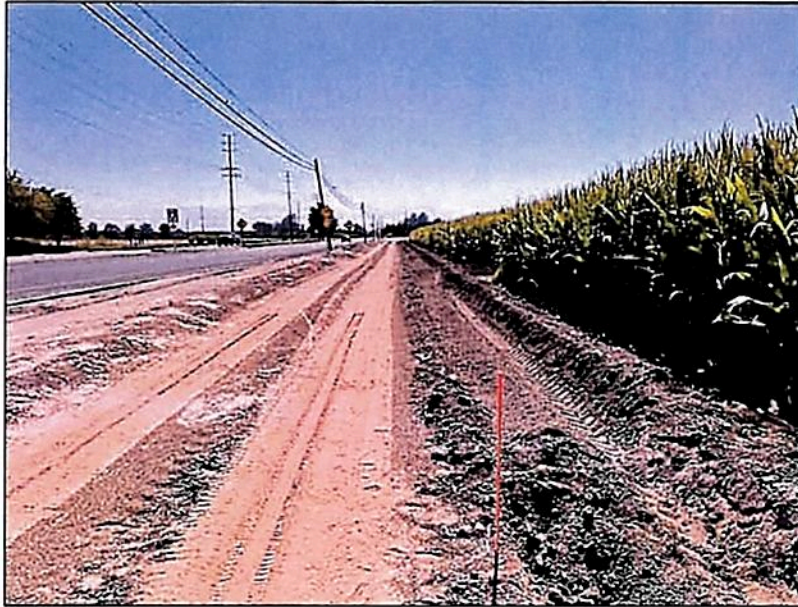
**Analysis of the Remainder Property:** In the after condition, the remainder property will be somewhat smaller at 19.76 acres, which is still large enough to be farmed or to support future urban development. The shape of the parcel will be essentially the same, although its depth will be reduced by a small amount. The property's frontage along Caldwell Avenue will be reduced by about 28.60 feet, but it will still have ample exposure on this roadway as well as good accessibility. No changes to the topography of the land or the public utilities that are available to serve it will occur and the farm's irrigation system will not be affected. The road project is not expected to change the property's zoning or alter the timeline for its eventual annexation into the Visalia city limits. As a result, no damages or benefits to the remainder property are anticipated.

**Highest & Best Use of the Remainder:** The highest and best use of the remainder property is not expected to change significantly as a result of the partial acquisitions or project construction and use. The highest and best use of the land as though vacant will continue to be to farm the land for an interim time while waiting for the demand for commercial development to be better supported. The highest and best use of the property as improved will also be to maintain the irrigation system to allow for continued farming during the interim time.





**PLAT OF THE TEMPORARY EASEMENT TAKING**



View of the ROW and TCE take areas looking east along the Caldwell Avenue frontage from the property's western boundary.



View looking west along the ROW and TCE take areas from the northeast corner of the property near the street intersection.

**Property Valuation Summary**

The estimate of fair market value plus net severance damages for the subject is summarized below followed by a narrative discussion of the pertinent data and details:

1 – Value of Larger Parcel Before Taking			\$3,484,800
2 – Value of Part Taken as Part of Whole:			
Value of Right-of-Way Taking		\$42,160	
Value of Temporary Easement Taking	+	\$420	
			– \$42,580
3 – Value of Remainder as Part of Whole			= \$3,442,220
4 – Value of Remainder Without Benefits:			
Remainder Property Value		\$3,442,220	
Curable Damages		\$0	
Permanent Damages	–	\$0	
			– \$3,442,220
5 – Severance Damages:			
Step Three Value		\$3,442,220	
Step Four Value	–	\$3,442,220	
Total Severance Damages			= \$0
6 – Value of Remainder With Benefits:			
Property Value		\$3,442,220	
Benefits	+	\$0	
			\$3,442,220
7 – Benefits to the Remainder:			
Step Six Value		\$3,442,220	
Step Four Value	–	\$3,442,220	
			\$0
8 – Net Damages to the Remainder:			
Step Five Value		\$0	
Step Seven Value	–	\$0	
			\$0
9 – Estimate of Just Compensation:			
Step Two Value		\$42,580	
Step Eight Value	+	\$0	
Final Total Value Opinion			\$42,580
		Rounded to	<u>\$42,600</u>

### ***Property Valuation Discussion***

Value of Larger Parcel: The subject larger parcel is valued using the sales comparison approach. The cost and income capitalization approaches are of little usefulness in the valuation of vacant transitional land and they are excluded from the appraisal.

Four sales of comparable vacant land properties are selected for use in valuing the subject larger parcel. These data items are narratively discussed below followed by a grid that analyzes the data and shows how each item compares to the subject.

Sale no. 1 is made up of two adjoining land parcels that are located at the southwest corner of Dinuba Boulevard and Shannon Parkway, in Visalia. The property is south across the street from the Riverway Sports Park and west across from the Orchard Walk Shopping Center. It is also near new residential subdivision development that was occurring. The parcels combine for a total land area of 12.97 acres or 564,973 square feet. They are bordered on four sides by public streets and all but a portion of Shannon Parkway are finished with concrete curbing and street pavement off-site improvements. Public utility services are available in close proximity as well. For many years, the property was farmed as a walnut orchard, but farming had ceased and the trees were ready to be pushed out. The eastern parcel of 5.88 acres fronting on Dinuba Boulevard was zoned C-MU for commercial mixed uses, while the western parcel with 7.09 acres was designated R-M-3 for high-density multifamily residential development. The property was offered for sale at an asking price of \$1,625,000 for about five months before it was sold in June 2019 to developers at a price of \$1,500,000 or \$2.65 per square foot all cash. According to the listing broker, the parties did not allocate different values to the two zones.

Sale no. 2 consists of a large land holding located at the southwest corner of Neeley Street and Hurley Avenue, in Visalia. The property is part of a developing area of town situated at the northwest quadrant of the Plaza Drive and State Route 198 interchange. The Visalia Auto Plaza is a 70-acre development that began in 2004 with plans to offer sites for new vehicle dealership facilities. The zoning is C-S for service commercial uses, but the City of Visalia also adopted a zoning overlay that limits the use of properties in the Auto Plaza to dealership sales and service operations. The land is in a mostly raw condition, but Neeley Street is fully improved along the east side of the property. Right of way for the extension of Hurley Avenue, Century Street, and Hillsdale Avenue had previously been dedicated as well, but these street improvements had not yet been installed. All public utilities are available in the immediate area. With the street dedications, the property was essentially divided into two parcels, although it had not been legally split into separate parcels. The portion on the west side of Century Street contains 676,266 square feet and the portion on the east side of Century Street has 433,298 square feet of net usable land area. A sale of the property occurred in April 2022 with the buyer paying \$4,586,000 all cash or \$4.13 per net usable square foot. The buyer is a local developer who plans to seek development opportunities for the land.

Sale no. 3 is located along both sides of Plaza Drive, south of Hurley Avenue, in Visalia. The property includes nine remaining vacant lots in the Plaza Business Park development. This is a fully-entitled commercial project that is master planned for a mix of office, commercial, and lodging uses. Phase 1 has seven parcels and existing uses include a hotel, two satellite college education facilities, and a fast-food restaurant. Phase 2 is across the street to the east and includes eleven parcels with users consisting of a convenience store with fueling station and a retail coffeehouse. The phase 1 lots were fully finished with off-site and common area improvements and have utilities stubbed to the parcels. The remaining lots in phase 2 were still mostly raw land with only partial off-sites and no common area improvements installed.

The zoning for the entire project is BRP for business research park uses and a master conditional use permit had been obtained by the sellers. In April 2022, a sale took place involving the last remaining lot in phase 1, which was a 1.00-acre finished parcel, and the final eight lots in phase 2 that were unfinished parcels ranging from 1.03 to 2.74 acres and totaling 13.15 acres. The sale price was \$4,578,000, with \$566,280 or \$13.00 per square foot attributed to the phase 1 lot and the balance of \$4,011,720 or \$7.00 per square foot for the phase 2 lots. The buyer is a local investor/developer who plans to construct the needed improvements to construct the phase 2 finished lots and will seek development opportunities for each of the parcels.

Sale no. 4 refers to a pending sale of an 11.41-acre land parcel that is across the street from the subject at the northwest corner of Lovers Lane and Caldwell Avenue, in Visalia. The vacant site is raw land with no off-site improvements in place along either road frontage, but public utilities are available in close proximity. The zoning applied by the City of Visalia is C-MU for commercial mixed use development. The property came to market in early 2022 at an asking price of \$3,000,000 or \$6.04 per square foot, and just one month later it entered escrow in March 2022. The buyer is a developer who hopes to build a 342-unit multifamily project on the site, and they have one year to pursue all of the necessary entitlements before closing escrow by March 2023. The listing agent did not disclose the sale price, but indicates that it is slightly above the asking price, and on this basis a sale price of \$3,100,000 or \$6.24 per square foot is estimated.

In comparing these sales to the subject property, consideration is given to various elements of comparison that market participants recognize as having an impact on the prices that are paid for this type of property. The comparison grid summarizes how each data item is compared to the subject. A "+" is shown if the data item is inferior to the subject, a "-" is used if the sale is superior, and an "=" sign is indicated if the data item is generally comparable. Not all elements of comparison are weighted equally by the market and in some instances a greater magnitude of difference is appropriate for a symbol.

Based on these comparisons, the subject land should be valued above the \$2.65 per square foot indicated by sale no. 1, below the \$6.24 to \$7.00 per square foot reflected in sale nos. 3 and 4, and at a level similar to the \$4.13 per square foot of sale no. 2. On this basis, a unit value of \$4.00 per square foot is concluded. When applied to the 20.00 acres or 871,200 square feet in the subject larger parcel, a total property value of \$3,484,800 results.

Land Size x Value per S.F. = Value of Larger Parcel

$$871,200 \text{ s.f.} \times \$4.00 = \$3,484,800$$

<b>LAND SALES COMPARISON GRID</b> <i>Comparable Commercial Land Sales</i>				
	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4
Location	Dinuba Blvd.	Neeley St.	Plaza Dr	Lovers Ln.
County	Visalia	Visalia	Visalia	Visalia
APN	078-120-040,041	081-020-086	081-160-001+	126-850-029
Buyer	Shannon Oh	American Inc.	American Inc.	Maracor Develop.
Document No.	19-29963	22-20771	22-20779	N.A.
Recording Date	6/7/2019	4/1/2022	4/1/2022	Pending
Sale Price	\$1,500,000	\$4,586,000	\$4,578,000	\$3,000,000
Land Area – SF	564,973	1,109,564	616,374	497,032
Price / SF	\$2.65	\$4.13	\$7.43	\$6.04
Topography	Level	Level	Level	Level
Zoning	C-MU, R-M-3	C-S	BRP	C-MU
Utilities	W-S-G-E	W-S-G-E	W-S-G-E	W-S-G-E
Off-Sites	C-G	Minimal C-G	Partial C-G-S	None
Property Rights	=	=	=	=
Financing	=	=	=	=
Conditions of Sale	=	=	- \$566,280	+ \$100,000
Market Conditions	+	=	=	=
Interim Value	> \$2.65	= \$4.13	= \$7.00	= \$6.24
Location	=	=	-	=
Zoning	+	+	-	-
General Plan	-	-	-	-
Parcel Size	-	=	-	-
Topography	=	=	=	=
Utilities	=	=	=	=
Off-Sites	-	=	-	=
Final Indication	> \$2.65	≤ \$4.13	< \$7.00	< \$6.24

**Value of Takings:**

The same unit value that has been estimated for the larger parcel is also applied to the portion of the site that is to be acquired in fee title for use as permanent right-of-way. This results in a total value for the permanent ROW taking of \$42,160.

$$\text{Land Size} \times \text{Value per S.F.} = \text{Value of ROW Taking}$$

$$10,540 \text{ s.f.} \times \$4.00 = \$42,160$$

The valuation of the temporary construction easement acquisition utilizes a somewhat different methodology because this take area will not be permanently taken and will only be needed for a relatively short period of time. During this time, the larger parcel will be without the use of this area though, and





**SIGNING INSTRUCTIONS FOR OWNER**

Kaweah Delta Health Care District

Caldwell Avenue Widening Project

APN: 126-130-030

If you find the offer acceptable, **please sign and return** the following documents:

1. Purchase Agreement; 2 originals
2. Grant Deed; 2 originals
3. Temporary Construction Easement Deed; 2 originals
4. Escrow Instructions

Pages that require signatures are marked with "Sign Here" tags.

**Please note that signatures on the Deeds must be acknowledged by a Notary Public.**

A fully executed original of the Agreement for Purchase and Sale of Real Property will be returned to you when signed by the City of Visalia.

Please return the documents to me in the enclosed self-addressed envelope.



Suzzan Hunt Arnold  
Senior Acquisition Agent  
Phone: (916) 439-6454

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

**PURCHASE AGREEMENT**

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by Kaweah Delta Health Care District, (“GRANTOR”) and the CITY OF VISALIA, a municipal corporation of the State of California (“GRANTEE”).

Both parties agree that the Project as referenced herein is identified as the Caldwell Avenue Widening Project and the Property being affected by this project are commonly known as Tulare County APN: 126-130-030.

A Grant Deed and this Temporary Construction Easement Deed in favor of the GRANTEE, identified as Exhibit “A” and Exhibit “B” are attached hereto and made a part hereof.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) GRANTEE requires said property described in the attached Grant Deed and the Temporary Construction Easement Deed, to widen and improve the existing street to a four-lane divided road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
- (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

2. GRANTEE shall:

- (A) Pay the undersigned GRANTOR the sum of \$42,600.00 (FORTY-TWO THOUSAND SIX HUNDRED DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of City of Visalia (GRANTEE), free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
  - 1. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
  - 2. Covenants, conditions, restrictions and reservations of record, or contained in the above- referenced document.
  - 3. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to GRANTOR and at the time of highway construction, construct and replace any existing road approaches (driveways), including culverts if required, paved to the right of way line. Upon completion of construction the road approach(es) will be considered as an encroachment under permit on the roadway and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with and subject to the laws of the County of Tulare and the City of Visalia.

These obligations shall survive the close of escrow in this transaction.

- 3. Permission is hereby granted the GRANTEE or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clauses 2(D) of this contract said facilities will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair upon the expiration of the Temporary Construction Easement.
- 4. A Temporary Construction Easement is needed to facilitate construction activities and provide a working area for the Caldwell Avenue Widening Project. Said easement shall be

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

for a period of forth-eight (48) months beginning March 1, 2023, and terminate on March 1, 2027. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of removing and/or replacing any fencing, driveways or improvements requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction and will be replaced in "Like Kind" by GRANTEE's contractor at no expense to GRANTOR's following construction of the project. In the event any improvements within the TCE area are damaged as a result of construction in the manner proposed, it is acknowledged and agreed that the GRANTEE or its representatives will replace or repair the improvement, or GRANTEE will pay GRANTOR a mutually agreeable cost to replace said items at the completion of construction. In the event the GRANTOR is paid by the GRANTEE for the replacement of improvements located within the TCE area it is the GRANTORs responsibility to replace those items at the completion of construction. GRANTOR understands and agrees that after completion of the replacement of the improvements as described herein the improvements will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.

5. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR 's land where necessary within the certain area shown outlined on the map marked Exhibit "B" attached hereto and made a part hereof, for the purpose of widening the existing road and associated improvements.
6. The undersigned GRANTORs warrant that they are owners in fee simple of the property affected by this Temporary Easement as described in Clause 4 above and that they have the exclusive right to grant this Temporary Easement.
7. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment a damage payment in full to compensate GRANTOR for the expense of the following work:
  - Cut and cap the existing irrigation lines at the right of way line and reconfigure the irrigation system if necessary.

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this agreement. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the GRANTEE will, at its option, either repair or pay for such damage.
10. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR's property acquired by GRANTEE (City of Visalia) for their roadway improvement project.
11. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
12. The GRANTOR agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at GRANTOR's risk and without expectation of payment if removed by the GRANTEE or its representatives.
13. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the GRANTOR and, as between the GRANTEE and the GRANTOR, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
14. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed project, including, but not limited to, any expense which GRANTORS may incur in restoring the utility of their remaining property.
15. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence on the date the amount

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

16. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
17. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
18. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

**GRANTEE:** City of Visalia  
 Attn: Frank Senteno  
 City Engineer  
 315 E. Acequia Avenue  
 Visalia, CA 93291

**GRANTOR:** Kaweah Delta Health Care District  
 Attn: Gary K. Herbst  
 400 West Mineral King Avenue  
 Visalia, CA 93291  
 (559) 624-2330

*Signature Page to Follow*

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

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

GRANTEE: City of Visalia a municipal corporation of the State of California

**Accepted:**

**Approved as to Form**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leslie Caviglia

Name:

It's: City Manager

It's: City Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

Name:

It's: Project Manager

Date \_\_\_\_\_



Exhibit "A"

Recording requested by

City of Visalia

When Recorded Mail to:  
Bender Rosenthal, Inc.  
Attn: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

*This instrument benefits City only. No fee required per  
Government Code Section 6103*

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ EXEMPT PUBLIC ENTITY

\_\_\_\_\_ unincorporated area     City of Visalia

Assessor's Parcel No.: 126-130-030 (portion of)

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and



FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of the herein-described real property,

**Kaweah Delta Health Care District**

hereby GRANT(s) in fee interest to the CITY OF VISALIA, A MUNICIPAL CORPORATION, the real property in the City of Visalia, County of Tulare, State of California, described as follows:

**SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION AND "EXHIBIT B" FOR PLAT AND INCORPORATED HEREIN BY REFERENCE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantor Signature(s): By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

CITY CLERK ACCEPTANCE

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Michelle E. Nicholson, Chief Deputy City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;

Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;

Thence South 0° 04' 58" West, a distance of 55.00 feet to the South line of the existing right of way of Avenue 280, and the Northwest corner of said Adjusted Parcel 1, and the True Point of Beginning;

Thence South 89° 55' 02" East, along the North line of said Adjusted Parcel 1, a distance of 939.41 feet more or less, to an angle point in the North line of said Adjusted Parcel 1;

Thence South 64° 02' 35" West, along last said North line, 31.89 feet more or less to a line parallel with and 69.00 feet South of the North line of said Section 9;

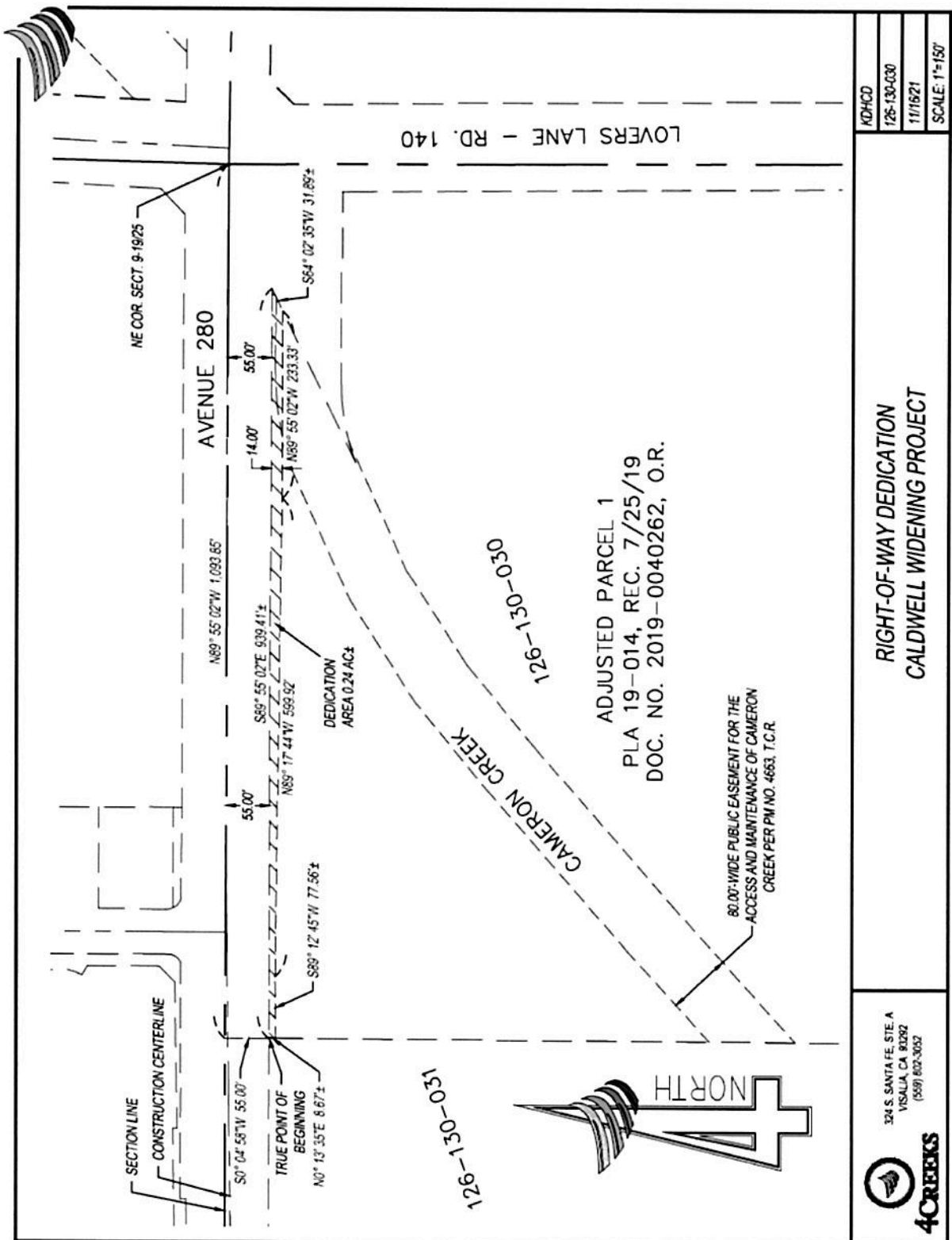
Thence North 89° 55' 02" West, along said parallel line, a distance of 233.33 feet;

Thence North 89° 17' 44" West, 599.92 feet;

Thence South 89° 12' 45" West, a distance of 77.56 feet more or less, to the West line of said Adjusted Parcel 1;

Thence North 0° 13' 35" East, along last said West line, a distance of 8.67 feet more or less to the True Point of Beginning.

Containing approximately 0.24 AC±



KDHCD
126-130-030
11/1621
SCALE: 1"=150'

**RIGHT-OF-WAY DEDICATION  
CALDWELL WIDENING PROJECT**

324 S. SANTA FE, STE. A  
VISALIA, CA 93292  
(559) 802-3052



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk

Exhibit "B"

Recorded at the request of

City of Visalia

When Recorded Mail to:  
**Bender Rosenthal, Inc.**  
**Attn: Rebekah Green**  
**2825 Watt Avenue, Suite 200**  
**Sacramento, CA 95821**

APN: 126-130-030

Space above this line for Recorder's Use

This document is recorded for the benefit of the City of Visalia and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

**TEMPORARY CONSTRUCTION EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Kaweah Delta Health Care District** ("GRANTOR") a hereby grants to the **CITY OF VISALIA**, an EASEMENT for temporary construction and incidents thereto upon, over and across that certain portion of real property in the City of Visalia, County of Tulare State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Temporary Construction Easement shall be for a period not to exceed forty-eight (48) months, months beginning March 1, 2023, and terminate on March 1, 2027. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of removing and/or replacing any fencing, driveways or improvements requiring replacement if applicable.

The Grantee agrees it will take reasonable steps to maintain access to the remainder of the property during construction. Access over the TCE may be suspended upon prior notice from the City of Visalia or its construction contractors if necessary, during demolition and installation of sidewalk and/or paving improvements. It is further understood and agreed that City of Visalia and its agents will, at City of Visalia's expense, restore driveway connections, if any adjacent to the TCE, as needed to connect the driveway to the sidewalk being constructed.

The replacement improvements, which will consist of those portions of any driveway being connected to the new sidewalk, and other miscellaneous site features that were adjusted to fit the new layout, will be the sole property of the Grantor following the termination of this Temporary Construction Easement and the Grantor will be solely responsible for the care, maintenance, and replacement of these items after termination of this Temporary Construction Easement.

*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1109**

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

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over and across a portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;

Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;

Thence South 0° 04' 58" West, a distance of 55.00 feet to the Northwest corner of said Adjusted Parcel 1;

Thence South 0° 13' 35" West, 8.67 feet to the True Point of Beginning;

Thence North 89° 12' 45" East, 77.56 feet;

Thence South 89° 17' 44" East, 599.92 feet more or less to a line parallel with and 69.00 feet South of the North line of said Northeast quarter;

Thence South 89° 55' 02" East, along said parallel line, 233.33 feet more or less to the East line of said Adjusted Parcel 1;

Thence South 64° 02' 35" West, along said East line, 22.78 feet more or less, to a line parallel with and 79.00 feet South of said North line;

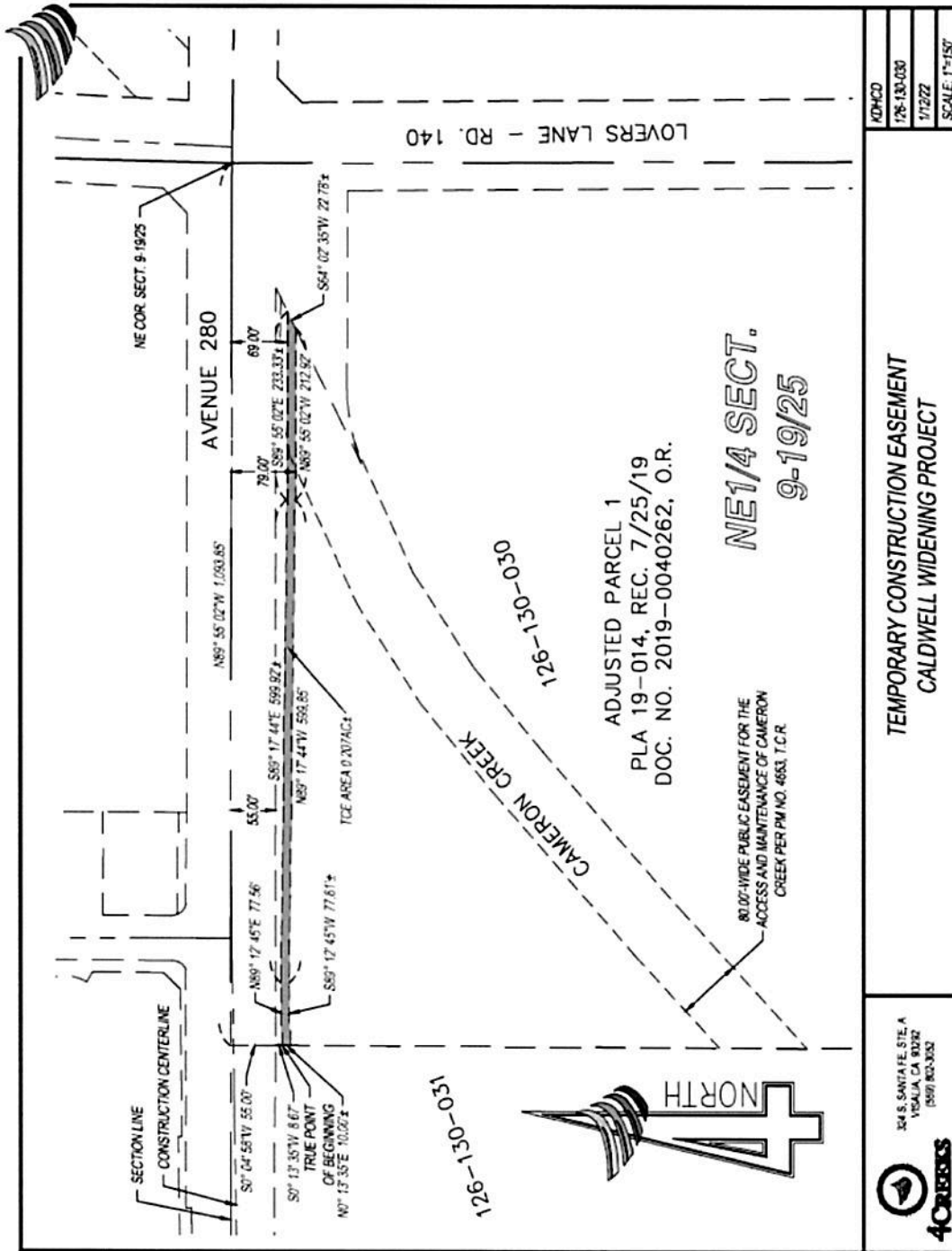
Thence North 89° 55' 02" West, along last said parallel line, 212.92 feet;

Thence North 89° 17' 44" West, 599.85 feet;

Thence South 89° 12' 45" West, 77.61 feet more or less to the West line of said Adjusted Parcel 1;

Thence North 0° 13' 35" East, along said West line, 10.00 feet more or less, to the True Point of Beginning.

Containing approximately 0.207 AC±



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk.

Recording requested by

City of Visalia

When Recorded Mail to:  
Bender Rosenthal, Inc.  
Attn: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

*This instrument benefits City only. No fee required per  
Government Code Section 6103*

### Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ EXEMPT PUBLIC ENTITY

\_\_\_\_\_ unincorporated area     City of Visalia

Assessor's Parcel No.: **126-130-030 (portion of)**

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of the herein-described real property,

**Kaweah Delta Health Care District**

hereby GRANT(s) in fee interest to the CITY OF VISALIA, A MUNICIPAL CORPORATION, the real property in the City of Visalia, County of Tulare, State of California, described as follows:

**SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION AND "EXHIBIT B" FOR PLAT AND INCORPORATED HEREIN BY REFERENCE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantor Signature(s): By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

#### CITY CLERK ACCEPTANCE

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Michelle E. Nicholson, Chief Deputy City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;

Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;

Thence South 0° 04' 58" West, a distance of 55.00 feet to the South line of the existing right of way of Avenue 280, and the Northwest corner of said Adjusted Parcel 1, and the True Point of Beginning;

Thence South 89° 55' 02" East, along the North line of said Adjusted Parcel 1, a distance of 939.41 feet more or less, to an angle point in the North line of said Adjusted Parcel 1;

Thence South 64° 02' 35" West, along last said North line, 31.89 feet more or less to a line parallel with and 69.00 feet South of the North line of said Section 9;

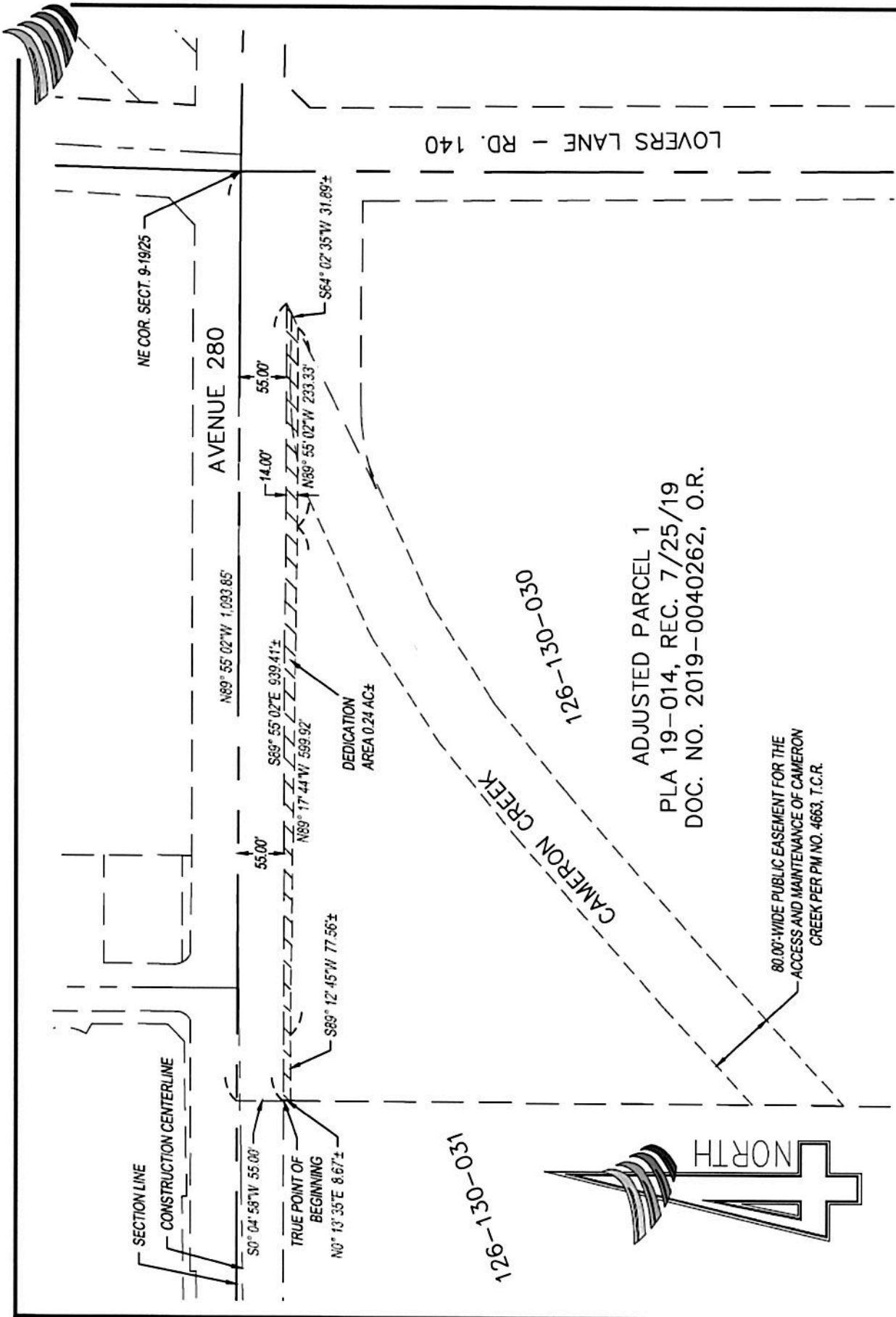
Thence North 89° 55' 02" West, along said parallel line, a distance of 233.33 feet;

Thence North 89° 17' 44" West, 599.92 feet;

Thence South 89° 12' 45" West, a distance of 77.56 feet more or less, to the West line of said Adjusted Parcel 1;

Thence North 0° 13' 35" East, along last said West line, a distance of 8.67 feet more or less to the True Point of Beginning.

Containing approximately 0.24 AC±



LOVERS LANE - RD. 140

NE COR. SECT. 9-19/25

AVENUE 280

N89° 55' 02" W 1,093.85'

S69° 55' 02" E 939.41'±

N89° 17' 44" W 599.92'

S89° 12' 45" W 77.56'±

S64° 02' 35" W 31.89'±

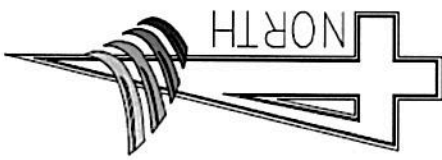
DEDICATION  
AREA 0.24 AC±

126-130-030

126-130-031

ADJUSTED PARCEL 1  
PLA 19-014, REC. 7/25/19  
DOC. NO. 2019-0040262, O.R.

80.00'-WIDE PUBLIC EASEMENT FOR THE  
ACCESS AND MAINTENANCE OF CAMERON  
CREEK PER PM NO. 4663, T.C.R.



KDHCD

126-130-030

11/16/21

SCALE: 1"=150'

**RIGHT-OF-WAY DEDICATION  
CALDWELL WIDENING PROJECT**

324 S. SANTA FE, STE. A  
VISALIA, CA 93292  
(559) 602-3052



**4CREEKS**

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk



Recorded at the request of

City of Visalia

When Recorded Mail to:

**Bender Rosenthal, Inc.**

**Attn: Rebekah Green**

**2825 Watt Avenue, Suite 200**

**Sacramento, CA 95821**

APN: 126-130-030

Space above this line for Recorder's Use

This document is recorded for the benefit of the City of Visalia and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

### TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Kaweah Delta Health Care District** ("GRANTOR") a hereby grants to the **CITY OF VISALIA**, an EASEMENT for temporary construction and incidents thereto upon, over and across that certain portion of real property in the City of Visalia, County of Tulare State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Temporary Construction Easement shall be for a period not to exceed forty-eight (48) months, months beginning March 1, 2023, and terminate on March 1, 2027. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of removing and/or replacing any fencing, driveways or improvements requiring replacement if applicable.

The Grantee agrees it will take reasonable steps to maintain access to the remainder of the property during construction. Access over the TCE may be suspended upon prior notice from the City of Visalia or its construction contractors if necessary, during demolition and installation of sidewalk and/or paving improvements. It is further understood and agreed that City of Visalia and its agents will, at City of Visalia's expense, restore driveway connections, if any adjacent to the TCE, as needed to connect the driveway to the sidewalk being constructed.

The replacement improvements, which will consist of those portions of any driveway being connected to the new sidewalk, and other miscellaneous site features that were adjusted to fit the new layout, will be the sole property of the Grantor following the termination of this Temporary Construction Easement and the Grantor will be solely responsible for the care, maintenance, and replacement of these items after termination of this Temporary Construction Easement.

*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

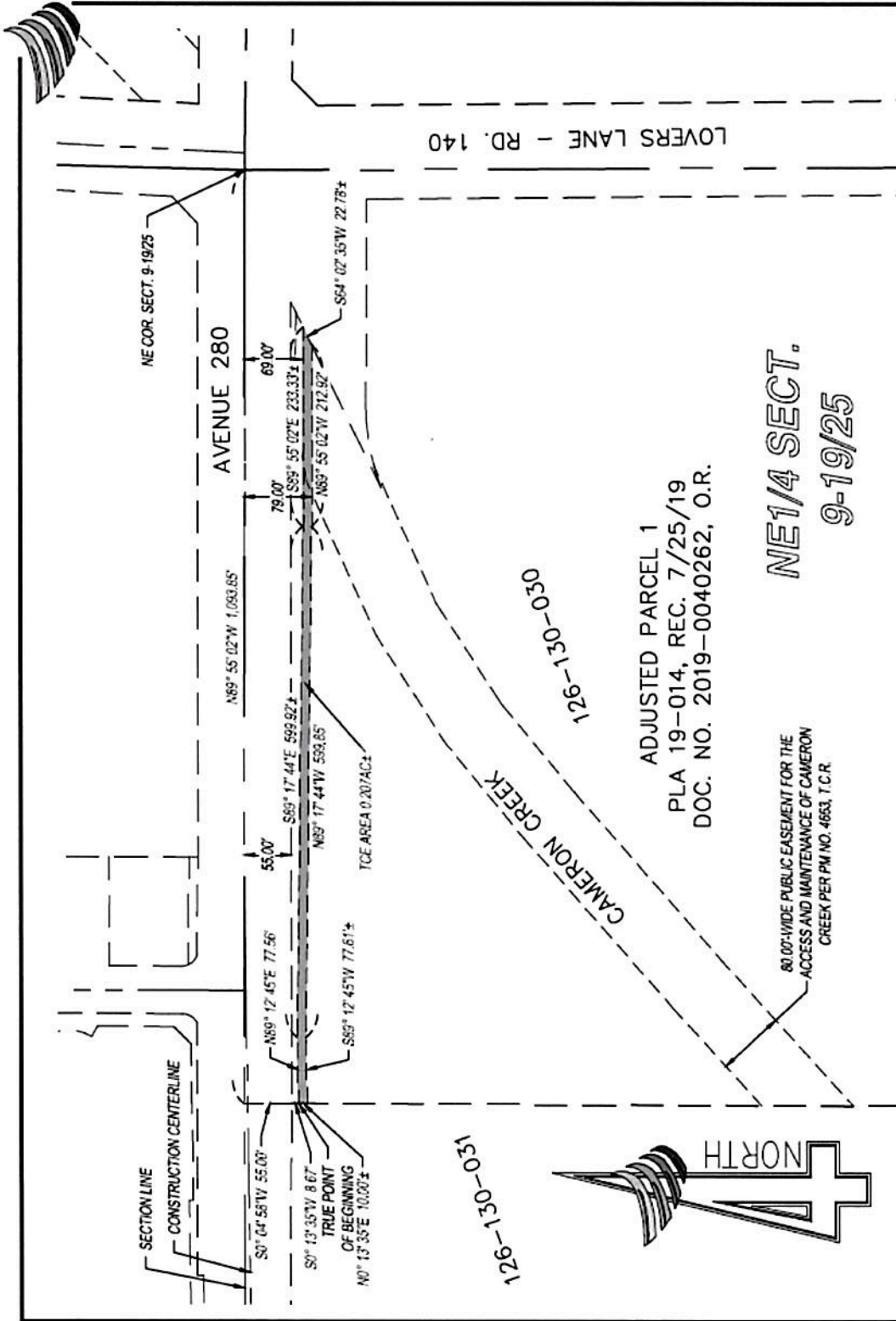
LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over and across a portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;  
Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;  
Thence South 0° 04' 58" West, a distance of 55.00 feet to the Northwest corner of said Adjusted Parcel 1;  
Thence South 0° 13' 35" West, 8.67 feet to the True Point of Beginning;  
Thence North 89° 12' 45" East, 77.56 feet;  
Thence South 89° 17' 44" East, 599.92 feet more or less to a line parallel with and 69.00 feet South of the North line of said Northeast quarter;  
Thence South 89° 55' 02" East, along said parallel line, 233.33 feet more or less to the East line of said Adjusted Parcel 1;  
Thence South 64° 02' 35" West, along said East line, 22.78 feet more or less, to a line parallel with and 79.00 feet South of said North line;  
Thence North 89° 55' 02" West, along last said parallel line, 212.92 feet;  
Thence North 89° 17' 44" West, 599.85 feet;  
Thence South 89° 12' 45" West, 77.61 feet more or less to the West line of said Adjusted Parcel 1;  
Thence North 0° 13' 35" East, along said West line, 10.00 feet more or less, to the True Point of Beginning.

Containing approximately 0.207 AC±



KDHCD
126-130-030
1/12/22
SCALE: 1"=150'

TEMPORARY CONSTRUCTION EASEMENT  
CALDWELL WIDENING PROJECT

324 S. SANTA FE, STE. A  
YUBA, CA 97202  
(509) 802-3052



ADJUSTED PARCEL 1  
PLA 19-014, REC. 7/25/19  
DOC. NO. 2019-0040262, O.R.

NE1/4 SECT.  
9-19/25

LOVERS LANE - RD. 140

126-130-031



CAMERON CREEK

AVENUE 280

NE COR. SECT. 9-19/25

SECTION LINE  
CONSTRUCTION CENTERLINE

S0° 04' 58" W 55.00'  
S0° 13' 35" W 8.67'  
TRUE POINT  
OF BEGINNING  
N0° 13' 35" E 10.00'±

55.00'

N89° 17' 44" W 59.85'

S89° 17' 44" E 59.82'±

79.00'

69.00'

S59° 55' 02" E 233.33'±

N89° 55' 02" W 212.92'

S64° 02' 35" W 22.78'±

TCE AREA 0.207AC±

80.00'-WIDE PUBLIC EASEMENT FOR THE  
ACCESS AND MAINTENANCE OF CAMERON  
CREEK PER PM NO. 4653, T.C.R.

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk.

## ESCROW INSTRUCTIONS

Ann Kay  
 First American Title  
 211 East Caldwell Avenue  
 Visalia, CA 93277

Caldwell Avenue Widening Avenue Project  
 Parcel No.: 123-130-030  
 Owner: Kaweah Delta Health Care District  
 Escrow No.: 5405-6932434

Dear Ms. Kay:

This escrow will be closed in accordance with the Agreement executed by Kaweah Delta Health Care District and City of Visalia. The following items have been checked to indicate the method in which this escrow is to be closed.

The sale price of this transaction is \$42,600.00

- X   Enclosed is a warrant in the sum of \$42,600.00
- X   Enclosed is a Grant Deed and TCE Deed, with attached Certificate of Acceptance and a copy of the Purchase Agreement.
- X   Taxes will be prorated and cancelled as of Close of Escrow and any taxes due shall be paid to the County Tax Collector from this escrow.
- X   No tax cancellation or proration will be necessary for easements.
- X   Policy of Title insurance shall be issued in the amount of \$42,000.00

Proceeds from this transaction are to be sent to OWNER at: 315 E. Acequia Avenue, Visalia, CA 93291

The enclosed payment represents the consideration in this transaction in the amount of \$42,600.00. The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the City of Visalia as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 5405-6932434 dated December 5, 2022.

**THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:**

<u>Item No./Description</u>	<u>Action</u>
1 General taxes and assessments are exempt	Current taxes shall be cleared and prorated effective close of escrow
2 Lien of supplemental taxes	Said rights will not conflict with City's use
3 Pease – Ditch Easement	Said rights will not conflict with City's use
4 Mr. Whitney Power and Electric	Said rights will not conflict with City's use
5 Record of Survey	Said rights will not conflict with City's use
6 Record of Survey	Said rights will not conflict with City's use
7 Dedicated Map	Said rights will not conflict with City's use
9 Lot Line Adjustment Map	Said rights will not conflict with City's use
11 Lot Line Adjustment	Said rights will not conflict with City's use
12 Notice of Intent to Preserve Mineral Rights	Said rights will not conflict with City's use

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

Item No./Description	Reason
8 Right to Farm Notice	To be removed
10 1 <sup>st</sup> Right of Refusal – Visalia Unified School District	To be removed
13 Water rights, claim or title to water	To be removed, obtaining a CLTA Policy
14 Any claim that any portion of the land is below the ordinary high water mark	To be removed
15 Any rights, interests, or easements in favor of the public which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to water	To be removed
16 Any claim that any portion of the land is or was formerly tidelands or submerged lands	To be removed
17 Parties of Possession	To be removed
18 Entity Documents	To be provided prior to close of escrow, to be removed

Purchaser will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal, Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

Buyer: City of Visalia, a municipal corporation of the State of California

By: \_\_\_\_\_

Date: \_\_\_\_\_

Leslie Caviglia  
City Manager





*First American Title*

## First American Title Company

211 East Caldwell Avenue  
Visalia, CA 93277

California Department of Insurance License No. 151

Escrow Officer: Ann Kay  
Phone: (559)635-6803  
Fax No.: (866)590-2167  
E-Mail: akay@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: City of Visalia  
Owner: Kaweah Delta Health Care District  
Property: Vacant Land  
, CA

### PRELIMINARY REPORT

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

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

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

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

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

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

Dated as of December 05, 2022 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

Kaweah Delta Health Care District

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2022-2023 are exempt.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. In Book 17, Page 25, of Deeds, appears the record of a Deed dated June 3, 1885, and recorded July 29, 1886, executed by F. T. Briggs, purporting to grant to B. Errlinger and E. R. Pease, a right of way for a ditch 4 feet wide across the Southeast quarter of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian. At the date of said deed the grantor therein had no record interest in said property, nor has he since acquired any record interest.

The location of the easement cannot be determined from record information.

4. A right of way over and across the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, for the erection of pole lines for the transmission of electricity for power and telephone purposes, together with the right of ingress and egress for the repair or removal thereof, as granted in the Contract between Mt. Whiney Power and Electric Company, a corporation, and Frank Jungwirth, recorded February 10, 1915, in Book 34, at Page 268, of Contracts.

The location of the easement cannot be determined from record information.

5. The effect of a map purporting to show the land and other property, filed April 22, 1930, Book 6, Page 85, of Licensed Surveys.
6. The effect of a map purporting to show the land and other property, filed August 9, 1951, Book 8, Page 88, of Licensed Surveys.
7. An easement shown or dedicated on the Map as referred to in the legal description  
  
For: PUBLIC EASEMENT FOR THE ACCESS AND MAINTENANCE OF CAMERON CREEK and incidental purposes.
8. The following matters shown or disclosed by the filed or recorded map referred to in the legal description: "Right to Farm Notice".
9. Covenants, conditions and other matters set forth in the document shown below, as adopted by County of Tulare.  
  
Committee: Site Plan Review Committee, County of Tulare, State of California  
Approving: Lot Line Adjustment Map No. PLA-19-014  
Recording Date: July 25, 2019  
Recording No.: 2019-0040262 of Official Records.
10. A right of first refusal in favor of VISALIA UNIFIED SCHOOL DISTRICT as contained in or disclosed by a document recorded SEPTEMBER 09, 2019 as INSTRUMENT NO. 2019-49579 of Official Records.
11. The effect of a map purporting to show the land and other property, filed March 23, 2021, Book 35, Page 73 of Record of Surveys.
12. A document entitled "NOTICE OF INTENT TO PRESERVE MINERAL RIGHTS" recorded May 11, 2022 as INSTRUMENT NO. 2022-29313 of Official Records.
13. Water rights, claims or title to water, whether or not shown by the Public Records.
14. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline or riverbank.
15. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
16. Any claim that any portion of the land is or was formerly tidelands or submerged lands.
17. Rights of parties in possession.

**Prior to the issuance of any policy of title insurance, the Company will require:**

18. With respect to KAWEAH DELTA HEALTH CARE DISTRICT, we will require copies of the articles of organization, bylaws, and other governing documents and any amendments thereto. Other requirements will be made following a review of such documents.

**INFORMATIONAL NOTES**

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. The property covered by this report is vacant land.
2. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:  
  
None
3. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

### LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Tulare, State of California, described as follows:

THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 4663, IN THE COUNTY OF TULARE, STATE OF CALIFORNIA, AS PER MAP THEREOF RECORDED DECEMBER 17, 2004, IN BOOK 47, AT PAGE 68 OF PARCEL MAPS, AS AMENDED BY CERTIFICATE OF CORRECTION RECORDED JANUARY 15, 2009, AS DOCUMENT NO. 2009-0002256, TULARE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID PARCEL 1 LYING NORTH OF A LINE BEING PARALLEL WITH AND DISTANT 891 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SECTION 9.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, TOGETHER WITH ALL THE EASEMENTS AND RIGHTS NECESSARY OR CONVENIENT FOR THE PRODUCTION, STORAGE AND TRANSPORTATION THEREOF AND THE EXPLORATION AND TESTING OF SAID REAL PROPERTY AND ALSO THE RIGHT TO DRILL FOR, PRODUCE AND USE WATER FROM THE SAID REAL PROPERTY IN CONNECTION WITH DRILLING OR MINING OPERATIONS THEREON, AS EXCEPTED AND RESERVED IN THE DEED FROM THE UNION CENTRAL LIFE INSURANCE COMPANY, A CORPORATION TO FORREST HOWES AND FRANCES HOWES, DATED DECEMBER 31, 1946, AND RECORDED JANUARY 14, 1947, IN BOOK 1230 OF OFFICIAL RECORDS, AT PAGE 45, AS DOCUMENT NO. 1446.

THE ABOVE DESCRIBED LEGAL DESCRIPTION IS SHOWN AS ADJUSTED PARCEL 1, PURSUANT TO LOT LINE ADJUSTMENT NO. PLA 19-014, RECORDED JULY 25, 2019 AS DOCUMENT NO. 2019-0040262 OF OFFICIAL RECORDS.

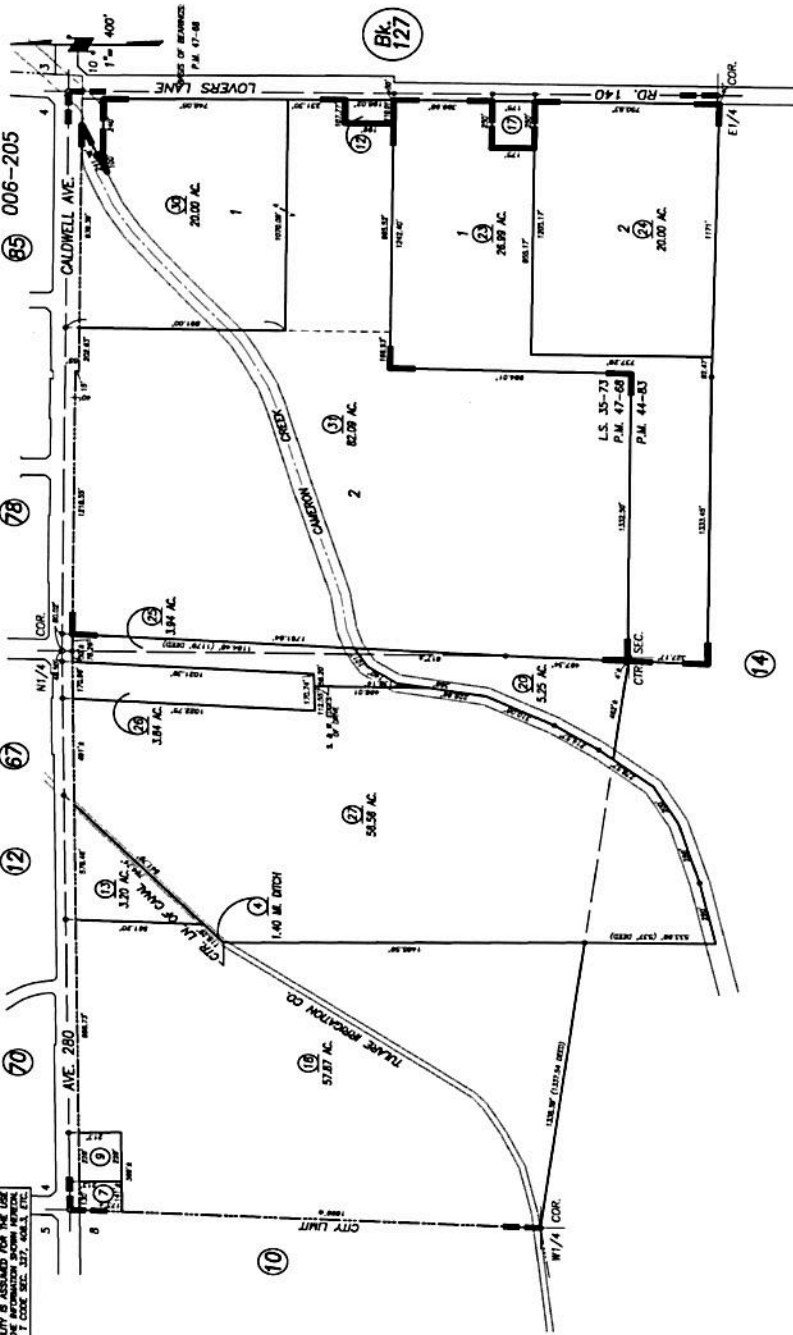
APN: 126-130-030-000

126-13

Tax Area Codes  
153-105  
006-182  
006-205

N1/2 SEC.9, T.19S., R.25E., M.D.B.&M.

**DISCLAIMER**  
THIS MAP WAS PREPARED FOR LOCAL GOVERNMENT PURPOSES AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE CITY OF VISALIA ASSUMES NO LIABILITY FOR THE USE OF THIS MAP FOR ANY OTHER PURPOSES. THE CITY OF VISALIA ASSUMES NO LIABILITY FOR THE USE OF THIS MAP FOR ANY OTHER PURPOSES. THE CITY OF VISALIA ASSUMES NO LIABILITY FOR THE USE OF THIS MAP FOR ANY OTHER PURPOSES.



RECORD OF SURVEY, L.S. 8-88 (SEC. 9)  
PARCEL MAP NO. 4378, P.M. 44-83  
PARCEL MAP NO. 4663, P.M. 47-68  
RECORD OF SURVEY, L.S. 35-73

CITY OF VISALIA  
ASSESSOR'S MAPS BK. 126, PG. 13  
COUNTY OF TULARE, CALIFORNIA, U.S.A.

NOTE: Assessor's Parcel Numbers Shown in Circle (123)  
Assessor's Block Numbers Shown in Square (123)

2011-001913	3/23/2011	AW
REVISION	DATE	TECH

**Acquiring Real Property For:**

**City of Visalia**

---

**Caldwell Avenue Widening Project**

**BRI** BENDER  
ROSENTHAL  
INCORPORATED

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### INTRODUCTION

Government programs designed to benefit the public as a whole often result in acquisition of private property, and sometimes in the displacement of people from their residences, businesses, nonprofit organizations or farms. Acquisition of this kind has long been recognized as a right of government and is known as the power of eminent domain. The Fifth Amendment of the Constitution states that private property shall not be taken for public use without just compensation.

California law provides landowners whose property is taken for a public project certain rights and protections. An owner is to be compensated for the property being acquired, severance damages, if any, to the owner's remaining property if the entire property is not taken, and for loss of business goodwill if a business is being conducted on the property being acquired. Additionally, an owner or tenant who has to relocate because of a property acquisition may be entitled to certain relocation assistance and monetary compensation in connection with the relocation.

### IMPORTANT TERMS USED IN THIS BROCHURE

#### **Acquisition**

Acquisition is the process of acquiring real property (real estate) or some interest therein.

#### **Agency**

An agency can be a government organization (Federal, State, or local), a non-government organization (such as a utility company). In this brochure, the word "agency" means the City of Visalia, when applicable, (the Agency) which is a local government entity.

#### **Appraisal**

An appraisal is a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

#### **Condemnation**

Condemnation is the legal process of acquiring private property for public use or purpose through the agency's power of eminent domain. Condemnation is usually not used until all attempts to reach a mutually satisfactory agreement through negotiations have failed. An agency then goes to court to acquire the needed property.

#### **Easement**

In general, an easement is the right of one person to use all or part of the property of another person for some specific purpose. Easements can be permanent or temporary (i.e., limited to a stated period of time). The term may be used to describe either the right itself or the document conferring the right. Examples are: permanent easement for utilities, permanent easement for perpetual maintenance of drainage structures, and temporary easement to allow reconstruction of a driveway during construction.



**Eminent Domain**

Eminent domain is the right of government to acquire private property for public use, subject to the owner of the property taken being given just compensation.

**Fair Market Value**

Fair market value is market value that has been adjusted to reflect constitutional and other legal requirements for public acquisition.

**Interest**

An interest is a right, title, or legal share in something. People who share in the ownership of real property have an interest in the property.

**Just Compensation**

Just compensation is the price an agency must pay to acquire real property. An agency official must make the estimate of just compensation to be offered to you for the property needed. That amount may not be less than the amount established in the approved appraisal report as the fair market value for your property. If you and the agency cannot agree on the amount of just compensation to be paid for the property needed, and it becomes necessary for the agency to use the condemnation process, the amount determined by the court will be the just compensation for your property.

**Lien**

A lien is a charge against a property in which the property is the security for payment of a debt. A mortgage is a lien. So are taxes. Customarily, liens must be paid in full when the property is acquired for a public project. Where not all of the property subject to a mortgage is taken, the mortgage need not be paid off unless the lender can demonstrate that its security interest is being impaired.

**Market Value**

Market value is the sale price that a willing and informed seller and a willing and informed buyer agree to for a particular property.

**Negotiation**

Negotiation is the process used by an agency to reach an amicable agreement with a property owner for the acquisition of needed property. An offer is made for the purchase of property in person, or by mail, and the offer is discussed with the owner.

**Person**

A person is an individual, partnership, corporation, or association.

**Personal Property**

In general, personal property is property that can be moved. It is not permanently attached to, or a part of, the real property. Personal property is not to be included and valued in the appraisal of real property.

**Program or Project**

A program or project is any activity or series of activities undertaken by an agency in order to build and maintain public works or public facilities.

**Waiver Valuation**

The term waiver valuation means an administrative process for estimating fair market value for relatively low-value, noncomplex acquisitions. A waiver valuation is prepared in lieu of an appraisal.

**PROPERTY APPRAISAL**

An agency determines what specific property needs to be acquired for a public program or project after the project has been planned and government requirements have been met.

If your property, or a portion of it, needs to be acquired, you, the property owner, will be notified as soon as possible of (1) the agency's interest in acquiring your property, (2) the agency's obligation to secure any necessary appraisals, and (3) any other useful information.

When an agency begins the acquisition process, the first personal contact with you, the property owner, should be no later than during the appraisal of the property.

An appraiser will contact you to make an appointment to inspect your property. The appraiser is responsible for determining the initial fair market value of the property.

You, or a representative that you designate, will be invited to accompany the appraiser when the appraiser inspects your property. You can point out any unusual or hidden features of the property that the appraiser could overlook. At this time, you should advise the appraiser if any of these conditions exist:

- There are other persons who have ownership or interest in the property.
- There are tenants on the property.
- Items of real or personal property that belong to someone else are located on your property.
- The presence of hazardous material, underground storage or utilities.

This is your opportunity to tell the appraiser about anything relevant to your property, including other properties in your area that have recently sold. The appraiser will inspect your property and note its physical characteristics. He or she will review sales of properties similar to yours in order to compare the facts of those sales with the facts about your property. The appraiser will analyze all elements that affect value.

The appraiser must consider normal depreciation and physical deterioration that has taken place. By law, the appraiser must disregard the influence of the future public project on the value of the property. This requirement may be partially responsible for any difference in the fair market value and market value of your property.

The appraisal report will describe your property and the agency will determine a value based on the condition of the property on the day that the appraiser last inspected it, as compared with other similar properties that have sold.

Pursuant to Civil Code of Procedure Section 1263.025 should you elect to obtain an independent appraisal, the City of Visalia will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:

- a. You, not the City of Visalia, must order the appraisal. Should you enter into a contract with the selected appraiser, the City of Visalia will not be a party to the contract.
- b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
- c. Appraisal cost reimbursement requests must be made in writing, and submitted to the City of Visalia, c/o Bender Rosenthal Inc., 2825 Watt Avenue, Suite 200, Sacramento, CA 95821, within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for the completed work by the appraiser must be provided to the City of Visalia concurrent with the submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

### **JUST COMPENSATION**

Once the appraisal of fair market value is complete, the appraisal report will be given to the agency to establish just compensation. This amount will never be less than the fair market value established by the appraisal.

If the agency is only acquiring a part of your property, there may be damages or benefits to your remaining property. Any allowable damages or benefits will be reflected in the just compensation amount. The agency will prepare a written offer of just compensation for you when negotiations begin.

### **Buildings, Structures and Improvements**

The value of any buildings, structures, or other improvements on the property to be acquired will be taken into consideration in determining just compensation. An improvement will be valued as real property regardless of who owns it.

### **Tenant-Owned Buildings, Structures and Improvements**

Sometimes tenants lease real property and build or add improvements for their use. Frequently, they have the right or obligation to remove the improvements at the expiration of the lease term. The agency must make an offer to the tenants to acquire these improvements as real property.

In order to be paid for these improvements, the tenant-owner must assign, transfer, and release to the agency all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

For an improvement, just compensation is the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property (salvage value), whichever amount is greater.

Some improvements may be considered personal property under California law and, the tenant-owner may be reimbursed for moving them under the relocation assistance provision.

The agency will personally contact the tenant-owners of improvements to explain the procedures to be followed.

### **EXCEPTIONS TO THE APPRAISAL REQUIREMENT**

The Uniform Act requires that all real property to be acquired must be appraised, but it also authorizes waiving that requirement for low value acquisitions.

Regulations provide that the appraisal may be waived:

- If you elect to donate the property and release the agency from the obligation of performing an appraisal, or
- If the agency believes the acquisition of your property is uncomplicated and a review of available data supports a fair market value likely to be \$10,000 or less, the agency may prepare a waiver valuation, rather than an appraisal, to estimate your fair market value.

### **THE WRITTEN OFFER**

After the agency establishes just compensation it will begin negotiations with you or your designated representative by delivering the written offer of just compensation for the purchase of the real property. If practical, this offer will be delivered in person by a representative of the agency. Otherwise, the offer will be made by mail and followed up with a contact in person or by telephone. All owners of the property with known addresses will be contacted unless they collectively have designated one person to represent their interests.

An agency representative will explain agency acquisition policies and procedures in writing, either by use of an informational brochure, or in person.

The agency's written offer will consist of a written summary statement that includes all of the following information:

- The amount offered as just compensation.
- The description and location of the property and the interest to be acquired.
- The identification of the buildings and other improvements that are considered to be part of the real property.

In some cases, the offer will list items of real property (such as cabinets) that you wish to keep. If you decide to keep any or all of these items, the offer will be reduced by the value of the items retained. You will be responsible for removing the items from the property in a timely manner. The agency may elect to withhold a portion of the remaining offer until the retained items are removed from the property.

Any separately held ownership interests in the property, such as tenant-owned improvements, will be identified by the agency.

The agency may negotiate with each person who holds a separate ownership interest, or, may negotiate with the primary owner and prepare a check payable jointly to all owners.

The agency will give you a reasonable amount of time to consider the written offer and ask questions or seek clarification of anything that is not understood.

If you believe that all relevant material was not considered during the appraisal, you may present such information at this time. Modifications in the proposed terms and conditions of the purchase may be requested. The agency will consider any reasonable requests that are made during negotiations.

### **Partial Acquisition**

Often an agency does not need all the property you own. The agency will usually purchase only what it needs.

If the agency intends to acquire only a portion of the property, the agency must state the amount to be paid for the part to be acquired.

In addition, an amount will be stated separately for damages, if any, to the portion of the property you will keep.

If the agency determines that the remainder property will have little or no value or use to you, the agency will consider this remainder to be an uneconomic remnant and will offer to purchase it. You have the option of accepting the offer for purchase of the uneconomic remnant or keeping the property.

### **Agreement between You and the Agency**

When you reach agreement with the agency on the offer, you will be asked to sign a purchase agreement which will state the amount you are to be paid. Your signature will affirm that you and the agency are in agreement concerning the acquisition of the property, including terms and conditions.

If you do not reach an agreement with the agency because of some important point connected with the acquisition offer, the agency may suggest mediation as a means of coming to agreement. If the agency thinks that a settlement cannot be reached, it will initiate condemnation proceedings.

The agency may not take any action to force you into accepting its offer. Prohibited actions include:

- Advancing the condemnation process.
- Deferring negotiations.
- Deferring condemnation.
- Delaying the deposit of funds with the court for your use when condemnation is initiated.
- Any other coercive action designed to force an agreement regarding the price to be paid for your property.

### **PAYMENT**

The next step in the acquisition process is payment for your property. As soon as all the necessary paperwork is completed for transferring title of the property, the agency will pay any liens that exist against the property and pay your equity to you. Your incidental expenses will also be paid or reimbursed.

Incidental expenses are reasonable expenses incurred as a result of transferring title to the agency, such as:

- Recording fees and transfer taxes.
- Documentary stamps.
- Evidence of title, however, the agency is not required to pay costs required solely to perfect your title or to assure that the title to the real property is entirely without defect.
- Surveys and legal descriptions of the real property.
- Other similar expenses necessary to convey the property to the agency.

Penalty costs and other charges for prepaying any pre-existing recorded mortgage entered into in good faith encumbering the real property will be reimbursed.

The pro rata share of any prepaid real property taxes that can be allocated to the period after the agency obtains title to the property or takes possession of it will be reimbursed.

If possible, the agency will pay these costs directly so that you will not need to pay the costs and then claim reimbursement.

## POSSESSION

The agency may not take possession of your property unless:

- You have been paid the agreed purchase price, or agreed amount has been deposited into escrow; or
- In the case of condemnation, the agency has deposited with the court an amount for your benefit and use that is at least the amount of the agency's approved appraisal of the fair market value of your property, or
- The agency has paid the amount of the court award of compensation in the condemnation proceeding.

If the agency takes possession while persons still occupy the property:

- All persons occupying the property must receive a written notice to move in advance of the required date to move. In this context, the term person includes residential occupants, homeowners, tenants, businesses, non-profit organizations, and farms.
- Persons moving to another location are entitled to relocation assistance and certain monetary benefits provided by California law.

## SETTLEMENT

The agency will make every effort to reach an agreement with you during negotiations. You may provide additional information, and make reasonable counter-offers and proposals for the agency to consider.

## CONDEMNATION

If an agreement cannot be reached, the agency can acquire the property by exercising its power of eminent domain. It will do this by instituting formal condemnation proceedings in State court.

### **Litigation Expenses**

Normally, the agency does not reimburse you for costs you incur as a result of condemnation proceedings. The agency will reimburse you, however, under any of the following conditions:

- The court determines that the agency cannot acquire your property by condemnation.
- The condemnation proceedings are abandoned by the agency without an agreed-upon settlement.
- The court determines, after it has established just compensation, that under California law you are entitled to recover "litigation expenses" (attorney fees and expert witness fees). California law provides that those items known as "statutory costs" (filing fees, deposition transcript fees, and similar items) are paid to you regardless of whether you are awarded litigation expenses.

The information is provided to assist you in understanding the requirements that must be met by agency, and your rights and obligations. If you have any questions, they will be promptly answered by an agency representative.

See the Eminent Domain – Information Pamphlet below for additional information.

## EMINENT DOMAIN – INFORMATION PAMPHLET (SB 698)

### **I. Introduction**

The Agency, City of Visalia is a local government entity and is vested by law with the authority to exercise the power of eminent domain for this project.

Eminent domain is the power to purchase private property for a "public use" so long as the property owner is paid "just compensation." Whenever possible, the Agency tries to avoid use of the eminent domain power, exercising it only when it is necessary for a public project. The decision to acquire private property for a public project is made by the Agency only after a thorough review of the project, which often includes public hearings.

This pamphlet provides general information about the eminent domain process and the rights of the property owner in that process.<sup>1</sup>

- **What is a "public use"?**

A "public use" is a use that confers public benefits, like the provision of public services or the promotion of public health, safety, and welfare. Public uses include a wide variety of projects such as street improvements, construction of water storage facilities, construction of civic buildings, redevelopment of blighted areas, and levee improvements to increase flood protection. Some public uses are for private entities, such as universities, hospitals and public utilities, which serve the public.

- **What is "just compensation"?**

Just compensation is the **fair market value** of the property being acquired by the government. The state law definition of 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."

### **II. The Eminent Domain Process and the Property Owner's Rights**

The eminent domain process begins with a public use project. When selecting a project location, the goal is to render the greatest public good and the least private injury or inconvenience. If it is determined that all or a portion of your property may be necessary for a public use project, the Agency will begin the appraisal process to determine the property's fair market value.

- **How is the fair market value of my property determined?**

The Agency will hire an independent, accredited appraiser familiar with local property values to appraise your property. The appraiser will invite you to accompany him or her during an inspection of your property. You may give the appraiser any information about improvements and any special features that you believe may affect the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property meet with the appraiser instead.

After the inspection, the appraiser will complete an appraisal that will include the appraiser's determination of your property's fair market value and the information upon which the fair market value is based. The appraiser will provide the Agency with the appraisal. The Agency will then make a written offer to purchase the property. The offer will also include a summary of the appraisal. The offer will be for no less than the amount of the appraisal.

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<sup>1</sup> This pamphlet reflects the current law as of January 1, 2008. However, the information in this pamphlet is not, nor should it be construed as, legal advice. You should consult with qualified legal counsel regarding your specific situation rather than relying on this pamphlet as legal advice.

- **What factors does the appraiser consider in determining fair market value?**

Each parcel of real property is different and, therefore, no single formula can be used to appraise all properties. Among the factors an appraiser typically considers in estimating fair market value are:

- The location of the property;
- The age and condition of improvements on the property;
- How the property has been used;
- Whether there are any lease agreements relating to the property;
- Whether there are any environmental issues, such as contaminated soil;
- Applicable current and potential future zoning and land use requirements;
- How the property compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation; and
- How much rental income the property produces, or could produce if put to its highest and best use.

- **Will I receive a copy of the appraisal?**

The Agency is required to provide you with its purchase offer, a summary of the appraiser's opinion, and the basis for the Agency's offer. Among other things, this summary must include:

- A general statement of the Agency's proposed use for the property;
- An accurate description of the property to be acquired;
- A list of the improvements covered by the offer;
- The amount of the offer; and
- The amount considered to be just compensation for each improvement which is owned by a tenant and the basis for determining that amount.

However, the Agency is only required to show you a copy of the full appraisal if your property is an owner-occupied residential property with four or fewer residential units. Otherwise, the Agency may, but is not required, to disclose its full appraisal during negotiations (though different disclosure requirements apply during the litigation process if the issue of fair market value goes to court).

- **Can I have my own appraisal done?**

Yes. You may decide to obtain your own appraisal of the property in negotiating the fair market value with the Agency. At the time of making its initial offer to you, the Agency must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA) and is to have experience in appraisal of properties required for public acquisition under eminent domain principles. You may contact OREA at (916) 552-9900.

- **What advantages are there in selling my property to the Agency?**

A real estate transaction with the Agency is typically handled in the same way as the sale of private property. However, there may be a financial advantage to selling to the Agency.

- You will not be required to pay for real estate commissions, title costs, preparation of documents, title policy or recording fees required in closing the sale. The Agency will pay all these costs.
- Although the Agency cannot give you tax advice or direction, you might also be eligible for certain property and income tax advantages. You should check with the Internal Revenue Service (IRS) for details or consult your personal tax advisor.

- **If only a portion of my property is taken, will I be paid for the loss to my remaining property?**

In general, when only a part of your property is needed, every reasonable effort is made to ensure you do not suffer a financial loss to the "remainder" property. The Agency will pay you the fair market value of the property being taken as well as compensation for any loss in value to your remaining property that is not offset by the benefits conferred by the project. The compensation for the loss in value to your remaining property is often referred to as "severance damages."

- **Will I be compensated for loss of goodwill to my business?**

If you are the owner of a business that is conducted on the property being acquired, you may have a right to compensation for lost business goodwill if the loss is caused by the acquisition of the property. "Goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

- **What will happen to the loan on my property?**

Where the Agency is acquiring the entire property, generally the compensation payable to the owner is first used to satisfy outstanding loans or liens as in a typical real estate transaction. Where less than the entire property is being acquired, whether outstanding loans or liens are paid from the compensation will depend on the particular facts and circumstances.

- **Do I have to sell at the price offered?**

No. If you and the Agency are unable to reach an agreement on a mutually satisfactory price, you are not obligated to sign an offer to sell or enter into a purchase agreement.

- **If I agree to accept the Agency's offer, how soon will I be paid?**

If you reach a voluntary agreement to sell your property or an interest in the property to the Agency, payment will be made at a mutually acceptable time. Generally, this should be possible within 30 to 60 days after a purchase/sale contract is signed by all parties.

- **What happens if we are unable to reach an agreement on the property's fair market value?**

The Agency, to the greatest extent practicable, will make every reasonable effort to acquire your property by negotiated purchase. If, however, the negotiations are unsuccessful, the Agency may file an Eminent Domain action in a court located within the same county/city where your property is located.

The first step is for the Agency staff to request authority from the Agency's County Board of Supervisors ("Board") or City Council (Council) to file a condemnation action. The approval from the Board/Council is called a "Resolution of Necessity." In considering whether condemnation is necessary, the Board/Council must determine whether the public interest and necessity require the project, whether the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury, and whether your property is necessary for the project. You will be given notice (Notice of Intent to Adopt a Resolution of Necessity) and an opportunity to appear before the Board/Council when it considers whether to adopt the Resolution of Necessity. You may want to call an attorney or contact an attorney referral service right away. You or your representatives can raise any objections to the Resolution of Necessity and the condemnation either orally before the Board/Council, or in writing to the Board/Counsel.

If the Agency's Board/Council adopts the Resolution of Necessity, the Agency can file a complaint in court to acquire title to the property upon payment of the property's fair market value. The Agency is the plaintiff. Anyone with a legal interest in the property, generally determined from a title report on the property (including tenants or mortgage holders), are named as defendants. Often, the Agency will also deposit the amount the Agency believes is the "probable amount of compensation" with the Court where the complaint is filed. A deposit must be made if the Agency is seeking to acquire possession of the property before agreement is reached on the fair market value.

- **Can the Agency acquire possession of my property before an agreement is reached as to the property's fair market value?**

In some cases, the Agency may decide it needs possession of the property before the property's fair market value is finally determined. In such a case, the Agency must apply to the Court for an "order for possession" to allow it to take possession and control of the property prior to resolution of the property's fair market value. The Agency is required to schedule a hearing with the Court on the proposed order for possession and to give you notice of the hearing. Notice must generally be sent 90 days before the hearing date if the property is occupied and 60 days before the hearing date if the property is unoccupied. A judge will decide whether the



order for possession should be granted. As noted above, the Agency must deposit with the Court the probable amount of just compensation in order to obtain possession of the property.

- **Can I oppose the motion for an order for possession?**

Yes. You may oppose the motion in writing by serving the Agency and the court with your written opposition within the period of time set forth in the notice from the Agency.

- **Can I withdraw the amount deposited with the State Treasurer before the eminent domain action is completed, even if I don't agree that the amount reflects the fair market value of my property?**

Yes. Subject to the rights of any other persons having a property interest (such as a lender, tenant, or co-owner), you may withdraw the amount deposited with the Court before the eminent domain action is completed. If you withdraw the amount on deposit, you may still seek a higher fair market value during the eminent domain proceedings, but you may not contest the right of the Agency to acquire the property, meaning you cannot contest that the acquisition of your property is for a public purpose or is otherwise improper.

You also have the right to ask the court to require the Agency to increase the amount deposited with the Court if you believe the amount the Agency has deposited less than the "probable amount of compensation."

- **Can I contest the condemning agency's acquisition of the property?**

Yes. Provided you have not withdrawn the amount deposited, you can challenge in court the Agency's right to acquire or condemn the property.

- **What happens in an eminent domain trial?**

The main purpose of an eminent domain trial is to determine the fair market value of your property, including compensable interests such as lost business goodwill caused by the taking. The trial is usually conducted before a judge and jury. You (and any others with interests in the property) and the Agency will have the opportunity to present evidence of value, and the jury will determine the property's fair market value. In cases where the parties choose not to have a jury, the judge will decide the property's fair market value. Generally, each party to the litigation must disclose its respective appraisals to the other parties prior to trial.

If you challenge the Agency's right to acquire the property, the eminent domain trial will also determine whether or not the Agency has the legal right to acquire the property. In such cases, the judge (not the jury) will make this determination before any evidence is presented concerning the property's fair market value.

- **Am I entitled to interest?**

Anyone receiving compensation in an eminent domain action is generally entitled to interest on that compensation from the date the condemning agency takes possession of the property until the person receiving the compensation has been fully paid. The rate and calculation of the interest is determined under formulas in State law.

- **Will the Agency pay my attorneys' fees and costs?**

In an eminent domain action, you are entitled to be reimbursed by the condemning agency for your court costs such as court filing fees. In some circumstances, you may also be entitled to be reimbursed by the condemning agency for your attorneys' fees in the lawsuit. Whether you will be entitled to receive reimbursement for your attorneys' fees will depend on the particular facts and circumstances of the case and the offers and demand for compensation made in the action.

- **Will I receive assistance with relocation?**

Any person, business, or farm operation displaced as a result of the property acquisition is entitled to relocation advisory and financial assistance for eligible relocation expenses, such as moving expenses. The amount of relocation compensation is determined on a case-by-case basis in accordance with prescribed law. Relocation benefits are handled separate and apart from the determination of the property's fair market value and are not part of the eminent domain process.

**SIGNING INSTRUCTIONS FOR OWNER**

Kaweah Delta Health Care District

Caldwell Avenue Widening Project

APN: 126-130-030

If you find the offer acceptable, **please sign and return** the following documents:

1. Purchase Agreement; 2 originals
2. Grant Deed; 2 originals
3. Temporary Construction Easement Deed; 2 originals
4. Escrow Instructions

Pages that require signatures are marked with "Sign Here" tags.

**Please note that signatures on the Deeds must be acknowledged by a Notary Public.**

A fully executed original of the Agreement for Purchase and Sale of Real Property will be returned to you when signed by the City of Visalia.

Please return the documents to me in the enclosed self-addressed envelope.



Suzzan Hunt Arnold  
Senior Acquisition Agent  
Phone: (916) 439-6454

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

**PURCHASE AGREEMENT**

This Purchase and Sale Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by Kaweah Delta Health Care District, (“GRANTOR”) and the CITY OF VISALIA, a municipal corporation of the State of California (“GRANTEE”).

Both parties agree that the Project as referenced herein is identified as the Caldwell Avenue Widening Project and the Property being affected by this project are commonly known as Tulare County APN: 126-130-030.

A Grant Deed and this Temporary Construction Easement Deed in favor of the GRANTEE, identified as Exhibit “A” and Exhibit “B” are attached hereto and made a part hereof.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) GRANTEE requires said property described in the attached Grant Deed and the Temporary Construction Easement Deed, to widen and improve the existing street to a four-lane divided road, a public use for which GRANTEE has the authority to exercise the power of eminent domain. GRANTOR is compelled to sell, and GRANTEE is compelled to acquire the property.
- (C) Both GRANTOR and GRANTEE recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
- (D) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

2. GRANTEE shall:

- (A) Pay the undersigned GRANTOR the sum of \$42,600.00 (FORTY-TWO THOUSAND SIX HUNDRED DOLLARS AND 00/100) for the property interest conveyed by above documents when title to said property vests in the name of City of Visalia (GRANTEE), free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
  - 1. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.
  - 2. Covenants, conditions, restrictions and reservations of record, or contained in the above- referenced document.
  - 3. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by GRANTEE, the premium charged, therefore. Said escrow and recording charges shall not, however, include documentary transfer tax.
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
- (D) At no expense to GRANTOR and at the time of highway construction, construct and replace any existing road approaches (driveways), including culverts if required, paved to the right of way line. Upon completion of construction the road approach(es) will be considered as an encroachment under permit on the roadway and is to be maintained, repaired, and operated as such by GRANTOR, in accordance with and subject to the laws of the County of Tulare and the City of Visalia.

These obligations shall survive the close of escrow in this transaction.

- 3. Permission is hereby granted the GRANTEE or its authorized agent to enter on GRANTOR's land, where necessary, to complete work as described above in Clause 2(D) of this contract. GRANTOR understands and agrees that after completion of the work as described in Clauses 2(D) of this contract said facilities will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair upon the expiration of the Temporary Construction Easement.
- 4. A Temporary Construction Easement is needed to facilitate construction activities and provide a working area for the Caldwell Avenue Widening Project. Said easement shall be

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

for a period of forth-eight (48) months beginning March 1, 2023, and terminate on March 1, 2027. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of removing and/or replacing any fencing, driveways or improvements requiring replacement if applicable. Said improvements will be temporarily replaced during the period of construction and will be replaced in "Like Kind" by GRANTEE's contractor at no expense to GRANTOR's following construction of the project. In the event any improvements within the TCE area are damaged as a result of construction in the manner proposed, it is acknowledged and agreed that the GRANTEE or its representatives will replace or repair the improvement, or GRANTEE will pay GRANTOR a mutually agreeable cost to replace said items at the completion of construction. In the event the GRANTOR is paid by the GRANTEE for the replacement of improvements located within the TCE area it is the GRANTORs responsibility to replace those items at the completion of construction. GRANTOR understands and agrees that after completion of the replacement of the improvements as described herein the improvements will be considered as GRANTOR's sole property and GRANTOR will be responsible for any maintenance and repair.

5. Permission is hereby granted the GRANTEE or its authorized agent to enter upon GRANTOR 's land where necessary within the certain area shown outlined on the map marked Exhibit "B" attached hereto and made a part hereof, for the purpose of widening the existing road and associated improvements.
6. The undersigned GRANTORs warrant that they are owners in fee simple of the property affected by this Temporary Easement as described in Clause 4 above and that they have the exclusive right to grant this Temporary Easement.
7. GRANTOR warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the GRANTOR agrees to hold GRANTEE harmless and reimburse GRANTEE for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of GRANTOR for a period exceeding one month. GRANTOR acknowledges that a Quitclaim Deed will be required from any Lessee that has a lease term exceeding one month. Said Quitclaim Deed shall be provided prior to the close of escrow.
8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment a damage payment in full to compensate GRANTOR for the expense of the following work:
  - Cut and cap the existing irrigation lines at the right of way line and reconfigure the irrigation system if necessary.

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

9. GRANTEE agrees to indemnify and hold harmless the undersigned GRANTOR from any liability arising out of the GRANTEE's operations under this agreement. The GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of its operations under this agreement and the GRANTEE will, at its option, either repair or pay for such damage.
10. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish GRANTOR with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust which pertains to only that portion of GRANTOR's property acquired by GRANTEE (City of Visalia) for their roadway improvement project.
11. Any or all monies payable under this contract up to and including the total amount due on financing statements, if any, shall, upon demand, be made payable to the holder thereof. Said holder to furnish GRANTEE with good and sufficient receipt showing said monies credited against the indebtedness secured by said financing statements.
12. The GRANTOR agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at GRANTOR's risk and without expectation of payment if removed by the GRANTEE or its representatives.
13. It is agreed between the parties hereto that the GRANTEE in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the GRANTOR and, as between the GRANTEE and the GRANTOR, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the GRANTOR retains their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
14. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages, and any and all damages which may accrue to the Grantors' remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed project, including, but not limited to, any expense which GRANTORS may incur in restoring the utility of their remaining property.
15. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the GRANTEE, including the right to remove and dispose of improvements, shall commence on the date the amount

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

16. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the GRANTEE, shall be left in as good as condition as found.
17. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and or assignees.
18. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be addressed as follows:

**GRANTEE:** City of Visalia  
 Attn: Frank Senteno  
 City Engineer  
 315 E. Acequia Avenue  
 Visalia, CA 93291

**GRANTOR:** Kaweah Delta Health Care District  
 Attn: Gary K. Herbst  
 400 West Mineral King Avenue  
 Visalia, CA 93291  
 (559) 624-2330

*Signature Page to Follow*

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

Assessor Parcel #	Owner	Site Address	Project
126-130-030	Kaweah Delta Health Care District	SW Corner of Caldwell Avenue and Lovers Lane Visalia, Tulare County, CA	Caldwell Avenue Widening Project

*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

GRANTEE: City of Visalia a municipal corporation of the State of California

**Accepted:**

**Approved as to Form**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Leslie Caviglia

Name:

It's: City Manager

It's: City Attorney

Date \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_

Name:

It's: Project Manager

Date \_\_\_\_\_



Exhibit "A"

Recording requested by

City of Visalia

When Recorded Mail to:  
Bender Rosenthal, Inc.  
Attn: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

*This instrument benefits City only. No fee required per  
Government Code Section 6103*

Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ EXEMPT PUBLIC ENTITY

\_\_\_\_\_ unincorporated area     City of Visalia

Assessor's Parcel No.: 126-130-030 (portion of)

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

Scan

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of the herein-described real property,

**Kaweah Delta Health Care District**

hereby GRANT(s) in fee interest to the CITY OF VISALIA, A MUNICIPAL CORPORATION, the real property in the City of Visalia, County of Tulare, State of California, described as follows:

**SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION AND "EXHIBIT B" FOR PLAT AND INCORPORATED HEREIN BY REFERENCE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantor Signature(s): By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

CITY CLERK ACCEPTANCE

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Michelle E. Nicholson, Chief Deputy City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1109**



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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;

Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;

Thence South 0° 04' 58" West, a distance of 55.00 feet to the South line of the existing right of way of Avenue 280, and the Northwest corner of said Adjusted Parcel 1, and the True Point of Beginning;

Thence South 89° 55' 02" East, along the North line of said Adjusted Parcel 1, a distance of 939.41 feet more or less, to an angle point in the North line of said Adjusted Parcel 1;

Thence South 64° 02' 35" West, along last said North line, 31.89 feet more or less to a line parallel with and 69.00 feet South of the North line of said Section 9;

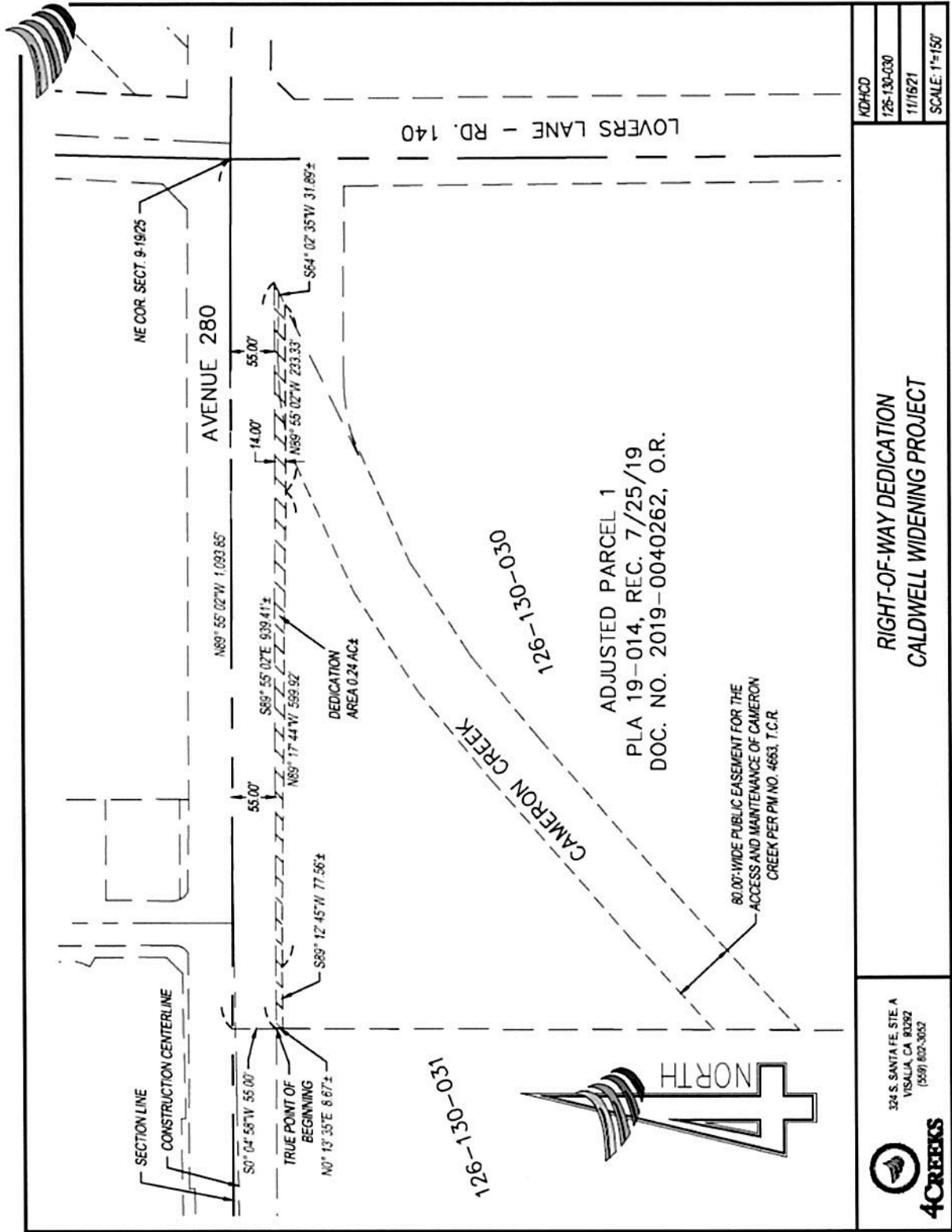
Thence North 89° 55' 02" West, along said parallel line, a distance of 233.33 feet;

Thence North 89° 17' 44" West, 599.92 feet;

Thence South 89° 12' 45" West, a distance of 77.56 feet more or less, to the West line of said Adjusted Parcel 1;

Thence North 0° 13' 35" East, along last said West line, a distance of 8.67 feet more or less to the True Point of Beginning.

Containing approximately 0.24 AC±



KDHCO
126-130-030
11/16/21
SCALE: 1"=150'

**RIGHT-OF-WAY DEDICATION  
CALDWELL WIDENING PROJECT**

324 S. SANTA FE, STE. A  
VISALIA, CA 93282  
(559) 802-3052



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk

Exhibit "B"

Recorded at the request of

City of Visalia

When Recorded Mail to:  
**Bender Rosenthal, Inc.**  
**Attn: Rebekah Green**  
**2825 Watt Avenue, Suite 200**  
**Sacramento, CA 95821**

APN: 126-130-030

Space above this line for Recorder's Use

This document is recorded for the benefit of the City of Visalia and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

**TEMPORARY CONSTRUCTION EASEMENT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Kaweah Delta Health Care District** ("GRANTOR") a hereby grants to the **CITY OF VISALIA**, an EASEMENT for temporary construction and incidents thereto upon, over and across that certain portion of real property in the City of Visalia, County of Tulare State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Temporary Construction Easement shall be for a period not to exceed forty-eight (48) months, months beginning March 1, 2023, and terminate on March 1, 2027. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of removing and/or replacing any fencing, driveways or improvements requiring replacement if applicable.

The Grantee agrees it will take reasonable steps to maintain access to the remainder of the property during construction. Access over the TCE may be suspended upon prior notice from the City of Visalia or its construction contractors if necessary, during demolition and installation of sidewalk and/or paving improvements. It is further understood and agreed that City of Visalia and its agents will, at City of Visalia's expense, restore driveway connections, if any adjacent to the TCE, as needed to connect the driveway to the sidewalk being constructed.

The replacement improvements, which will consist of those portions of any driveway being connected to the new sidewalk, and other miscellaneous site features that were adjusted to fit the new layout, will be the sole property of the Grantor following the termination of this Temporary Construction Easement and the Grantor will be solely responsible for the care, maintenance, and replacement of these items after termination of this Temporary Construction Easement.

*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over and across a portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;  
Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;  
Thence South 0° 04' 58" West, a distance of 55.00 feet to the Northwest corner of said Adjusted Parcel 1;  
Thence South 0° 13' 35" West, 8.67 feet to the True Point of Beginning;  
Thence North 89° 12' 45" East, 77.56 feet;  
Thence South 89° 17' 44" East, 599.92 feet more or less to a line parallel with and 69.00 feet South of the North line of said Northeast quarter;  
Thence South 89° 55' 02" East, along said parallel line, 233.33 feet more or less to the East line of said Adjusted Parcel 1;  
Thence South 64° 02' 35" West, along said East line, 22.78 feet more or less, to a line parallel with and 79.00 feet South of said North line;  
Thence North 89° 55' 02" West, along last said parallel line, 212.92 feet;  
Thence North 89° 17' 44" West, 599.85 feet;  
Thence South 89° 12' 45" West, 77.61 feet more or less to the West line of said Adjusted Parcel 1;  
Thence North 0° 13' 35" East, along said West line, 10.00 feet more or less, to the True Point of Beginning.

Containing approximately 0.207 AC±



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk.

Recording requested by

City of Visalia

When Recorded Mail to:  
Bender Rosenthal, Inc.  
Attn: Rebekah Green  
2825 Watt Avenue, Suite 200  
Sacramento, CA 95821

*This instrument benefits City only. No fee required per  
Government Code Section 6103*

### Grant Deed

THE UNDERSIGNED GRANTOR(S) DECLARE(S)

DOCUMENTARY TRANSFER TAX IS \$ EXEMPT PUBLIC ENTITY

\_\_\_\_\_ unincorporated area     City of Visalia

Assessor's Parcel No.: **126-130-030 (portion of)**

computed on full value of interest or property conveyed, or

computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, represents that, as the owner(s) of the herein-described real property,

**Kaweah Delta Health Care District**

hereby GRANT(s) in fee interest to the CITY OF VISALIA, A MUNICIPAL CORPORATION, the real property in the City of Visalia, County of Tulare, State of California, described as follows:

**SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION AND "EXHIBIT B" FOR PLAT AND INCORPORATED HEREIN BY REFERENCE**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Grantor Signature(s): By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

#### CITY CLERK ACCEPTANCE

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Michelle E. Nicholson, Chief Deputy City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION

A portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;

Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;

Thence South 0° 04' 58" West, a distance of 55.00 feet to the South line of the existing right of way of Avenue 280, and the Northwest corner of said Adjusted Parcel 1, and the True Point of Beginning;

Thence South 89° 55' 02" East, along the North line of said Adjusted Parcel 1, a distance of 939.41 feet more or less, to an angle point in the North line of said Adjusted Parcel 1;

Thence South 64° 02' 35" West, along last said North line, 31.89 feet more or less to a line parallel with and 69.00 feet South of the North line of said Section 9;

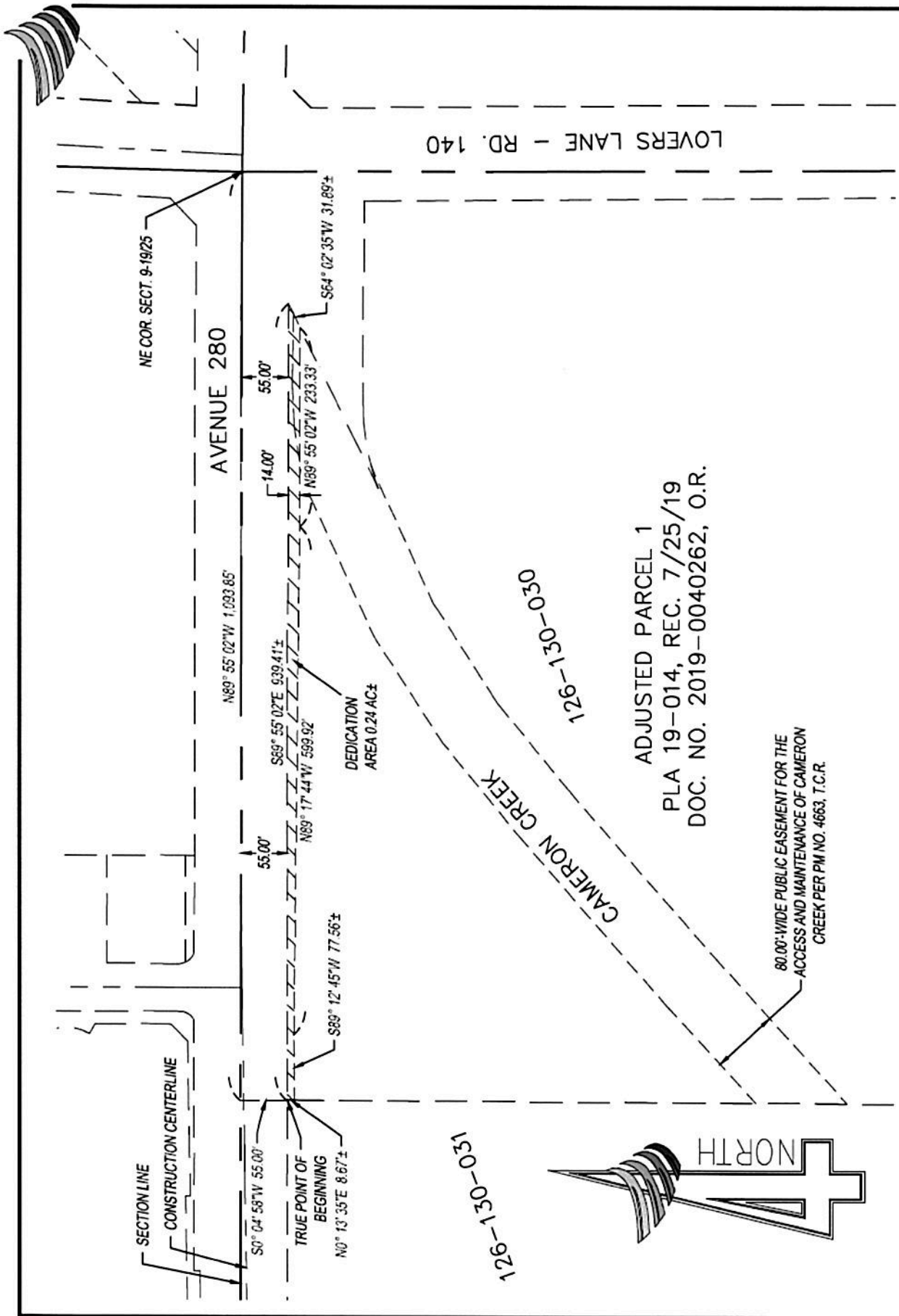
Thence North 89° 55' 02" West, along said parallel line, a distance of 233.33 feet;

Thence North 89° 17' 44" West, 599.92 feet;

Thence South 89° 12' 45" West, a distance of 77.56 feet more or less, to the West line of said Adjusted Parcel 1;

Thence North 0° 13' 35" East, along last said West line, a distance of 8.67 feet more or less to the True Point of Beginning.

Containing approximately 0.24 AC±



KDHCD
126-130-030
11/19/21
SCALE: 1"=150'

**RIGHT-OF-WAY DEDICATION  
CALDWELL WIDENING PROJECT**

324 S. SANTA FE, STE. A  
VISALIA, CA 93282  
(559) 602-3052



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk



Recorded at the request of

City of Visalia

When Recorded Mail to:

**Bender Rosenthal, Inc.**

**Attn: Rebekah Green**

**2825 Watt Avenue, Suite 200**

**Sacramento, CA 95821**

APN: 126-130-030

Space above this line for Recorder's Use

This document is recorded for the benefit of the City of Visalia and is therefore exempt from the payment of a recording fee pursuant to Government Code Section 27383 or filing fee pursuant to Government Code Section 6103, and from the payment of the documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

### TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Kaweah Delta Health Care District** ("GRANTOR") a hereby grants to the **CITY OF VISALIA**, an EASEMENT for temporary construction and incidents thereto upon, over and across that certain portion of real property in the City of Visalia, County of Tulare State of California, described as:

FOR LEGAL DESCRIPTION, SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF.

This Temporary Construction Easement shall be for a period not to exceed forty-eight (48) months, months beginning March 1, 2023, and terminate on March 1, 2027. Permission is hereby granted to the GRANTEE or its authorized agent to enter upon GRANTOR's land where necessary within that certain area identified as a Temporary Construction Easement for the purpose described.

It is further agreed and understood between GRANTOR's and GRANTEE that GRANTEE or GRANTEE's contractor shall be authorized to enter GRANTOR's remainder property for the purpose of removing and/or replacing any fencing, driveways or improvements requiring replacement if applicable.

The Grantee agrees it will take reasonable steps to maintain access to the remainder of the property during construction. Access over the TCE may be suspended upon prior notice from the City of Visalia or its construction contractors if necessary, during demolition and installation of sidewalk and/or paving improvements. It is further understood and agreed that City of Visalia and its agents will, at City of Visalia's expense, restore driveway connections, if any adjacent to the TCE, as needed to connect the driveway to the sidewalk being constructed.

The replacement improvements, which will consist of those portions of any driveway being connected to the new sidewalk, and other miscellaneous site features that were adjusted to fit the new layout, will be the sole property of the Grantor following the termination of this Temporary Construction Easement and the Grantor will be solely responsible for the care, maintenance, and replacement of these items after termination of this Temporary Construction Easement.

*In Witness Whereof*, the Parties vested have executed this Agreement on \_\_\_\_\_ as follows:

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

A Temporary Construction Easement over and across a portion of Adjusted Parcel 1 as described in Lot Line Adjustment No. PLA 19-014, recorded July 25, 2019 as Doc. No. 2019-0040262 of Official Records, being situated in a portion of the Northeast quarter of Section 9, Township 19 South, Range 25 East, Mount Diablo Base and Meridian, in the County of Tulare, State of California, and being described as follows:

Commencing at the Northeast corner of said Section 9;

Thence North 89° 55' 02" West, along the North line of said Northeast quarter, a distance of 1093.85 feet;

Thence South 0° 04' 58" West, a distance of 55.00 feet to the Northwest corner of said Adjusted Parcel 1;

Thence South 0° 13' 35" West, 8.67 feet to the True Point of Beginning;

Thence North 89° 12' 45" East, 77.56 feet;

Thence South 89° 17' 44" East, 599.92 feet more or less to a line parallel with and 69.00 feet South of the North line of said Northeast quarter;

Thence South 89° 55' 02" East, along said parallel line, 233.33 feet more or less to the East line of said Adjusted Parcel 1;

Thence South 64° 02' 35" West, along said East line, 22.78 feet more or less, to a line parallel with and 79.00 feet South of said North line;

Thence North 89° 55' 02" West, along last said parallel line, 212.92 feet;

Thence North 89° 17' 44" West, 599.85 feet;

Thence South 89° 12' 45" West, 77.61 feet more or less to the West line of said Adjusted Parcel 1;

Thence North 0° 13' 35" East, along said West line, 10.00 feet more or less, to the True Point of Beginning.

Containing approximately 0.207 AC±



**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed herein to the City of Visalia, a governmental agency, is hereby accepted by the undersigned, City Clerk, on behalf of the Council of the City of Visalia pursuant to authority conferred by Resolution of said Council adopted on November 18, 1957, and the grantee consents to recordation thereof by its duly authorized officer.

In witness whereof I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Michelle E. Nicholson  
Chief Deputy City Clerk.

## ESCROW INSTRUCTIONS

Ann Kay  
First American Title  
211 East Caldwell Avenue  
Visalia, CA 93277

Caldwell Avenue Widening Avenue Project  
Parcel No.: 123-130-030  
Owner: Kaweah Delta Health Care District  
Escrow No.: 5405-6932434

Dear Ms. Kay:

This escrow will be closed in accordance with the Agreement executed by Kaweah Delta Health Care District and City of Visalia. The following items have been checked to indicate the method in which this escrow is to be closed.

The sale price of this transaction is \$42,600.00

- Enclosed is a warrant in the sum of \$42,600.00
- Enclosed is a Grant Deed and TCE Deed, with attached Certificate of Acceptance and a copy of the Purchase Agreement.
- Taxes will be prorated and cancelled as of Close of Escrow and any taxes due shall be paid to the County Tax Collector from this escrow.
- No tax cancellation or proration will be necessary for easements.
- Policy of Title insurance shall be issued in the amount of \$42,000.00

Proceeds from this transaction are to be sent to OWNER at: 315 E. Acequia Avenue, Visalia, CA 93291

The enclosed payment represents the consideration in this transaction in the amount of \$42,600.00. The closing costs will be processed separately. You are authorized to record any documents, disburse any monies, and close this escrow when you are able to issue a title policy naming the City of Visalia as Grantee, free and clear of all liens, and encumbrances except the following as shown in your preliminary report number 5405-6932434 dated December 5, 2022.

### THE FOLLOWING EXCEPTION(S) MAY APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Action</u>
1 General taxes and assessments are exempt	Current taxes shall be cleared and prorated effective close of escrow
2 Lien of supplemental taxes	Said rights will not conflict with City's use
3 Pease – Ditch Easement	Said rights will not conflict with City's use
4 Mr. Whitney Power and Electric	Said rights will not conflict with City's use
5 Record of Survey	Said rights will not conflict with City's use
6 Record of Survey	Said rights will not conflict with City's use
7 Dedicated Map	Said rights will not conflict with City's use
9 Lot Line Adjustment Map	Said rights will not conflict with City's use
11 Lot Line Adjustment	Said rights will not conflict with City's use
12 Notice of Intent to Preserve Mineral Rights	Said rights will not conflict with City's use

THE FOLLOWING MUST NOT APPEAR IN THE TITLE POLICY:

<u>Item No./Description</u>	<u>Reason</u>
8 Right to Farm Notice	To be removed
10 1 <sup>st</sup> Right of Refusal – Visalia Unified School District	To be removed
13 Water rights, claim or title to water	To be removed, obtaining a CLTA Policy
14 Any claim that any portion of the land is below the ordinary high water mark	To be removed
15 Any rights, interests, or easements in favor of the public which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to water	To be removed
16 Any claim that any portion of the land is or was formerly tidelands or submerged lands	To be removed
17 Parties of Possession	To be removed
18 Entity Documents	To be provided prior to close of escrow, to be removed

Purchaser will pay for all costs of escrow and the title insurance policy. Costs will not include the cost of any title insurance the seller may wish to acquire for any property the seller may be receiving in this transaction. The original policy together with two copies of title insurance, all recorded documents, and your billing should be sent to Bender Rosenthal, Inc., Attn: Rebekah Green, 2825 Watt Avenue, Suite 200, Sacramento, CA 95821 at the close of escrow.

GRANTOR: Kaweah Delta Health Care District

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

It's: \_\_\_\_\_

It's: \_\_\_\_\_

**Buyer:** City of Visalia, a municipal corporation of the State of California

By: \_\_\_\_\_

Date: \_\_\_\_\_

Leslie Caviglia  
City Manager