



City of Blue Lake

Staff Report

Agenda Item #: 6c

Meeting Date: July 28, 2026

Prepared By: Jennie Short, City Manager

Subject: Contract with Bender Rosenthal to Provide Property Appraisal and Acquisition services for Water Tank 1 Site and Associated Waterline and Access Easements {APNs 312-190-010, 312-131-045 and 312-131-046}

Recommended Action: That the City Council:

1. Authorize the City Manager to execute the contract with Bender Rosenthal Incorporated in the amount of \$21,100
2. Authorize expenditure of approximately \$25,000 From the City's Water Fund for property acquisition and appraisal contract services plus legal support services
3. Other direction as appropriate.

BACKGROUND

The City owns and operates two water tanks totaling 900,000-gallons of storage to provide water and fire suppression services to approximately 750 customers. One of these tanks is a 400,000-gallon redwood tank located on APN 312-190-010, which is part of the McClure Trust. The water enters and leaves the tank via a pipeline that runs through APNs 312-190-010, 312-131-045, and 312-131-046. The access road to this tank is along Buckley Road on APNs 312-131-045 and 312-190-010. SHN's schematic of these APNs and associated proposed easements for the tank, waterline, and access road are attached. All three parcels are held in the Richard V. McClure Trust with Erin McClure as the successor trustee.

On April 24, 1912, the City of Blue Lake entered into a fifty-year lease agreement with Mary Powers to "maintain pipelines, reservoir, tanks, and dig wells at any place" on her property [Book 1 of Leases page 432]. On February 5, 1947, the City and Catherine V. McClure entered into an agreement [Book 5 of Agreements page 382] to 1.) extend the termination date by fifty years until April 24, 2012, and 2.) modified the area on which the City could dig wells, maintain reservoirs, tanks and pipelines to exclude the land easterly of Buckley Road and the "reasonably flat land lying westerly of the Buckley Road approximately 1200 feet Northerly of the state highway" excepting the existing pipeline belonging to the City.

Beginning in 2011, John Berchtold as City Manager began negotiating with the McClure Trust to renew the lease for the 400,000-gallon tank site easement, twenty five-foot waterline easement, and an ingress/egress access easement. Since then, each City Manager has worked towards completing this process. In 2023, the City Attorney began coordination on negotiations. On February 28, 2024, Childs Appraisal Services produced the final report for Appraisal of Water Line, Water Tank Site & Tank Access

Road Easement Blue Lake Right-of-Way APNs 312-131-037 and 312-131-045 and 312-131-046 and 312-190-010 (4 parcels). The appraised value was \$32,379. Negotiations on value and easement terms continued, all within the concept of a 40-year lease and in an informal voluntary manner.

When I began working for the City in January 2026, I continued coordinating with Ms. McClure culminating in her signing in April 2026 an Agreement to Convey and Easement and Joint Escrow Instructions and the Easement Deed and Agreement document for the 40-year lease. On April 7th, Council held a special meeting about this item and adopted Resolution 1257 authorizing the City Manager to execute the agreement on behalf of the City, subject to approval as to form by the City Attorney.

Summary of events related to 2026 escrow:

1. Ms. McClure requested that the 2026-27 first annual lease payment of \$6,000 be paid to her by the City once the agreement had been signed, but before escrow had closed, because she needed it quicker than escrow could close. As a concession, I agreed to make the payment. Ms. McClure cashed the check. The term of the easement was set up to begin at the close of escrow, but Ms. McClure has stated it started with the date of April 7, 2026, on the Easement Deed and Agreement that was signed for escrow.
2. All documents were executed, escrow was opened, and the City deposited their funds with the title company.
3. On April 28th the title company produced an extensive Preliminary Title Report that contained numerous exceptions.
4. On May 4th the City notified the McClure Trust, through her attorney, of the exceptions that must be remedied for the City to be able to obtain acceptable title insurance, attached.
5. The title company explained their position that the “trust language appears to prohibit sale or transfer of trust real property prior to final distribution,” causing them concern for underwriting, and supplied several options to remedy:
 - i. Beneficiaries providing written consent to the transaction; or
 - ii. Court approval of the proposed conveyance; or
 - iii. City approves an exception from coverage in the title policy in the following form: “Any invalidity or defect in the title of the vestees in the event that the Richard V. McClure trust is invalid, fails to grant sufficient powers to the trustee(s), the land is unmarketable, or in the event there is a lack of compliance with the terms and provisions of the trust instrument.”
6. Ms. McClure stated she is unwilling to obtain beneficiary consents, will not seek court approval, and will not even provide her own written consent in her capacity as a beneficiary.
7. On June 21, 2026, the City notified Ms. McClure that we would not accept an exception from coverage in the title policy due to the nature and value of the infrastructure in the easements and demanded that she cure the deficiencies so the purchase agreement could be completed, attached.
8. No response was received.
9. On July 8th the City provided a notice of termination, which was picked up on July 13th, attached.
10. On July 17th, Ms. McClure came to City Hall (with Kent Sawatzky) to talk with me. During the meeting she stated that she considered the easement to be in effect because of the payment of \$6,000 and provided the locked access gate’s code, so that City Public Works staff can access the tank for inspection, repair, and maintenance.

11. On July 20th and 21st, the Public Works crew complete significant maintenance on the access road and the areas surrounding the tank. As a separate agenda item, I am asking the Council to approve the contract with divers to mobilize for inspection, cleaning, and repair of the various leaks for both redwood water tanks. Photos of before and after the Public Works crew cleaned up the site and access road are attached.

Since abandoning one of the City's two main water storage tanks providing service to the residents of the urban Blue Lake area is not a viable solution to the acquisition complications associated with the trust language, I am recommending that the City cease negotiations related to the 40-year lease and initiate the formal property acquisition process in accordance with the Uniform Relocation Act (URA) to purchase the tank site, with the associated easements for the water pipeline and for ingress/egress, utilizing a consultant with specialized knowledge and experience for this type of acquisition. The URA establishes mandatory standards for acquisition and relocation in federally assisted construction projects. By requiring agencies to follow specific acquisition steps, provide timely notices, and offer relocation assistance, the URA balances the government's need to complete critical infrastructure projects with the rights of affected property owners, tenants, and businesses¹.

Under the URA, the acquisition process will start over. The first step will be providing notice to the property owner that the City has decided to appraise the property for acquisition and inviting her to participate in the appraisal inspection. The notice will detail the size (approx. **1.89 acres** of 75.78 acres) and nature of the proposed acquisition.

A new appraisal will be prepared in accordance with all the requirements for both state and federal funding programs to make sure the City is eligible to fund the future tank replacement project with any funding source available. The appraisal will be reviewed by an independent appraisal firm. Once complete, the City will review the appraisal and establish just compensation. The City will then provide a First Written Offer to the property owner.

The City's goal has always been and continues to be that we reach a mutually agreed upon negotiated agreement with Ms. McClure, and the City will continue to participate in good-faith negotiations as part of the proposed URA acquisition process. However, if agreement cannot be reached, or if the property owner continues to be unable to provide insurable title, the proposed process can culminate in action by the courts to grant ownership of the tank site with easements to the City while ensuring that just compensation is paid to the property owner.

FISCAL IMPACT

Initially the cost will consist of the contract amount with Bender Rosenthal for the property appraisal and acquisition services. In addition, there will be some legal expenses incurred with Mitchell Law Firm and Colantuono, Highsmith & Whatley. I am estimating this will total approximately \$25,000. Should acquisition become more complicated, staff will update Council on likely costs.

¹ <https://canons.sog.unc.edu/blog/2025/09/10/federal-funding-fundamentals-the-uniform-relocation-act/>

ATTACHMENTS

1. SHN Aerial Schematics (2 sheets)
2. May 4, 2026 Letter from Mitchell Law Firm
3. June 21, 2026 Letter from Mitchell Law Firm
4. July 8, 2026 Letter from Mitchell Law Firm
5. Bender Rosenthal Contract for Services
6. Before and after photos around the tank from when Public Works was given access to the site

Review Information:

City Manager Review: ☒ Legal Review: ☐ Planner Review: ☐ Engineer: ☐

Comments:



City of Blue Lake

Supplemental Staff Report

Agenda Item #: 6c

Meeting Date: July 28, 2026

Prepared By: Jennie Short, City Manager

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**Recommended
Action:**

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3. Other direction as appropriate.

SUPPLEMENTAL INFORMATION

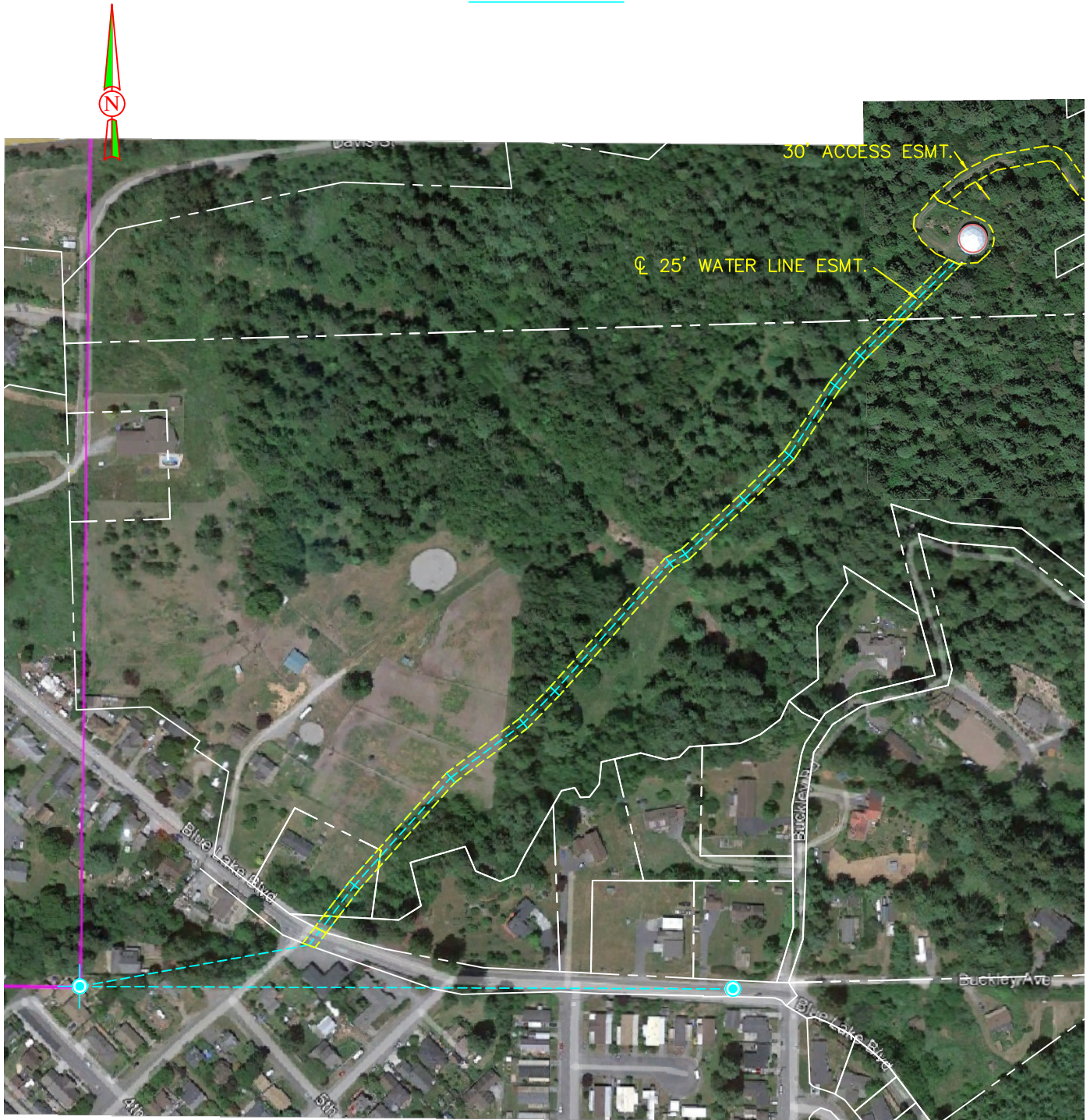
No decision has yet been made to acquire the property by eminent domain. Before such a decision can be made, the law requires that the property first be appraised. Staff may then recommend that the Council acquire the property, but no acquisition may occur unless and until the Council formally approves it. The Council retains discretion to approve or reject the acquisition and must determine whether the public interest and necessity require the project, whether the project is planned and located in the manner that is most compatible with the greatest public good and the least private injury, and whether the property sought to be acquired is necessary for the project.

Review Information:

City Manager Review: ☒ Legal Review: ☒ Planner Review: ☐ Engineer: ☐

Comments:

EXHIBIT



THIS MAP IS FOR VISUAL REFERENCE ONLY

Preliminary



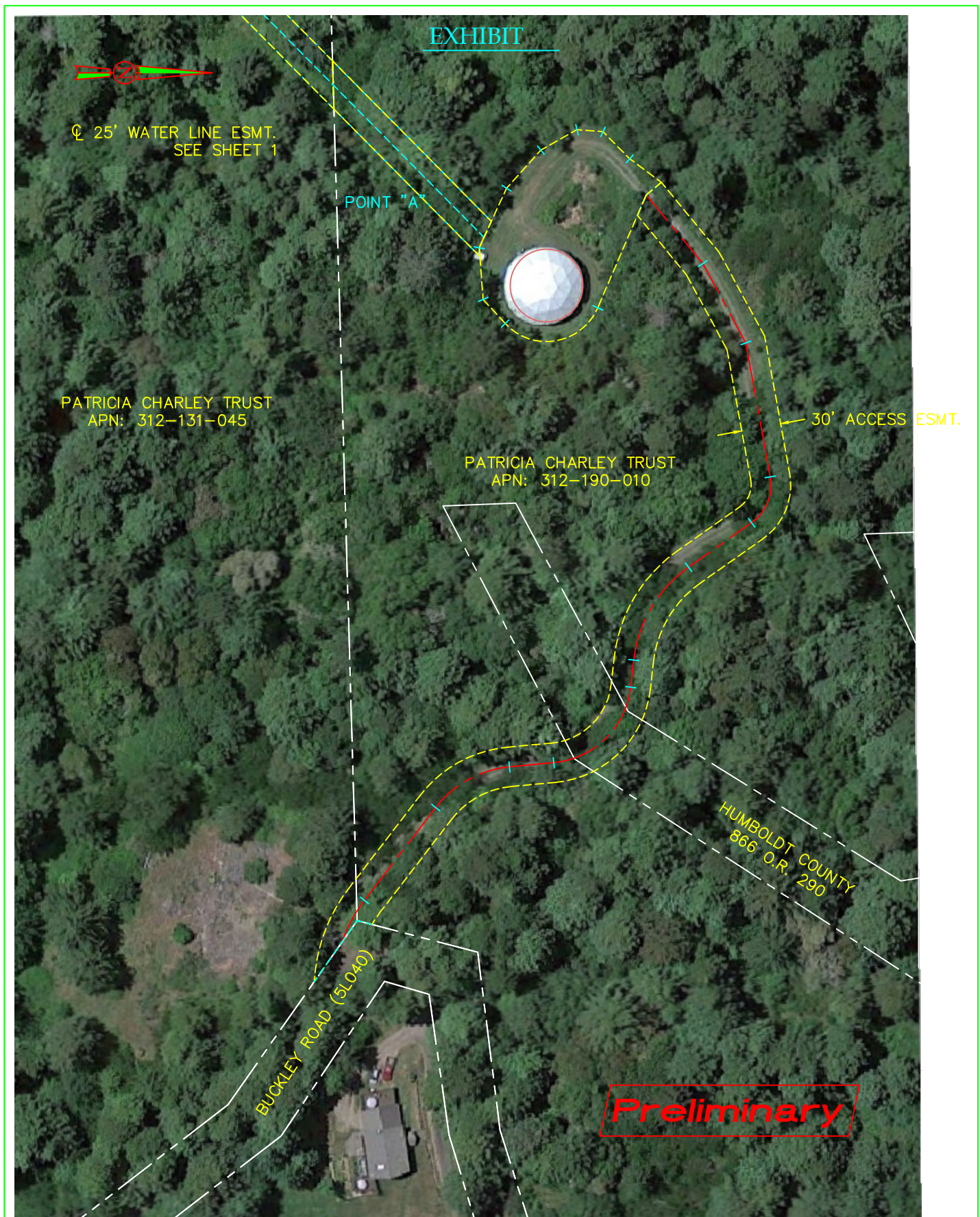
City of Blue Lake Buckley Road Tank Site Water Line Easement

SHN 012003-802

November 2012

012003-802SVy-
IMAGE-GOOGLE.dwg

Sheet 1 of 2





THE MITCHELL LAW FIRM, LLP

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NANCY K. DELANEY (1950 - 2022)

May 4, 2026

Allison Jackson
Harland Law Firm LLP
212 G Street, Suite 201
Eureka, California 95501-0420

Re: Title Objection Notice (Preliminary Report) – McClure Easement Transaction

Allison:

I write on behalf of the City of Blue Lake regarding the above-referenced transaction and to provide formal notice of title objections pursuant to the Agreement to Convey an Easement and Joint Escrow Instructions. This letter follows our call last week wherein we discussed these exceptions to the report. This letter is sent pursuant to the Purchase Agreement to preserve the objections.

The City has reviewed the Preliminary Report dated April 28, 2026 (effective April 9, 2026), which reflects title to Tracts A, B, and C in Patricia S. Charley, as Trustee under the Will of Richard Virgil McClure, and Tract D in Thomas G. Charley and Patricia S. Charley, as joint tenants.

First, the City acknowledges that Tract D is not owned by the Trust and is not part of the agreed transaction. Accordingly, Tract D (APN 312-131-037-000) must be removed from the legal description and all related title and escrow documents. As noted, I will inform the Escrow Officer of the need to remove Tract D from the transaction.

Second, the City objects to the following items in the Preliminary Report:

- **Exception 27** – The City objects to Exception 27 and requests that it be removed as an exception to title. I understand from our discussion that the property remains held in trust and that the trustees and beneficiaries elected to keep the property in the trust notwithstanding the distribution language referenced in Exception 27. From the City's perspective, the concern is not with the internal trust history itself, but with ensuring that the current owner's duly authorized representative has authority to convey the easement interest and that the City receives insurable title to the easement. Accordingly, please provide any documentation Fidelity requires to remove, satisfy, or insure over Exception 27, including confirmation of current vesting and trustee authority.

- **Exception 51** – Probate-related requirements. Please provide the documentation necessary to satisfy or remove this requirement, or confirm the specific path to clearance.
- **Exception 53** – Trust validity and trustee authority. Please provide a trust certification pursuant to Probate Code section 18100.5 and any additional materials necessary to establish authority to convey.
- **Exception 54** – Owner's Affidavit. Please arrange for completion of the required affidavit prior to closing.

The City requests that the foregoing matters be addressed such that they are either removed, satisfied, or insured over prior to close of escrow.

The City's concern with respect to the foregoing title matters—particularly Exception 27—is limited to ensuring that title is satisfied as to Erin McClure's authority to execute and deliver the easement deed on behalf of the current owner. The City is not concerned with, nor does it take any position regarding, whether the property was formally distributed in accordance with the terms of the underlying trust. Rather, the City's sole objective is to confirm that the conveying party has the requisite authority and that the City will receive insurable title to the easement.

Very truly yours,

THE MITCHELL LAW FIRM, LLP



Ryan T. Plotz

CC: Client

Nikki Naughton via email only to Nikki.Naughton@fnf.com



THE MITCHELL LAW FIRM, LLP

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NANCY K. DELANEY (1950 - 2022)

June 12, 2026

Via Hand Delivery

Erin McClure
Successor Trustee

Re: McClure Easement Transaction – Title Objections and Demand to Cure

Dear Ms. McClure:

As you know, the City previously delivered its Title Objection Notice pursuant to the Agreement to Convey an Easement and Joint Escrow Instructions, objecting to, among other matters, the trust-related title issues identified in Exceptions 27, 51, 53, and 54 of Fidelity National Title Company's Preliminary Report.

I am directing this correspondence to you because Allison Jackson advised by email dated June 2, 2026, that her scope of representation regarding this transaction has concluded and that the City may communicate directly with you regarding how the parties wish to proceed. A copy of this correspondence is nevertheless being provided to Ms. Jackson as a courtesy.

Since delivery of the City's Title Objection Notice, Fidelity's underwriter has reviewed the trust and probate materials provided on your behalf and has advised that it will not insure the transaction unless the trust-related concerns are resolved. Specifically, Fidelity has advised that it will require beneficiary consents, court authorization, or another resolution satisfactory to the underwriter. In the alternative, Fidelity has proposed a broad exception to coverage relating to trustee authority, trust validity, marketability of title, and compliance with the trust instrument.

The City has carefully considered Fidelity's position. Given the nature of the easement, the critical public water infrastructure located on the property, and the City's need for certainty regarding the continued operation, maintenance, repair, and replacement of those facilities,

the City cannot accept the proposed exception. The City requires an insurable easement interest free of trust-related exceptions that would leave the validity, enforceability, or marketability of the easement subject to future challenge by trust beneficiaries or other persons claiming an interest through the trust.

During discussions with Ms. Jackson following Fidelity's underwriting determination, the City was advised that you are unwilling to pursue beneficiary consents or court authorization and that, from your perspective, the City must either accept Fidelity's proposed exception or terminate the transaction. The City was further advised that you would not provide written consent in your separate capacity as a beneficiary. Those positions make written confirmation of your intentions particularly important.

Accordingly, the City hereby demands that Seller cure the trust-related title objections identified in the City's Title Objection Notice.

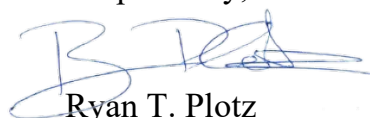
To facilitate resolution of this issue, the City requests written confirmation on or before Friday, June 19, 2026, that you will take the steps necessary to obtain removal of the trust-related title objections identified by Fidelity. Thereafter, the City expects those trust-related exceptions to be removed, withdrawn, insured over without exception, or otherwise resolved to Fidelity's and the City's satisfaction within thirty (30) days.

The City is not dictating the manner in which you elect to resolve the issue. Whether through beneficiary consents, court authorization, additional trust documentation, or another method acceptable to Fidelity, the responsibility for curing the title objections remains with Seller.

Absent timely written confirmation and subsequent removal of the trust-related title objections, the City is unlikely to proceed with the transaction.

Nothing in this letter shall constitute a waiver of any rights, remedies, claims, defenses, or positions available to the City under the Agreement, at law, or in equity, all of which are expressly reserved.

Respectfully,

A handwritten signature in blue ink, appearing to read "R. Plotz", is written over the printed name.

Ryan T. Plotz
City Attorney
City of Blue Lake

June 12, 2026

Page 3

cc: Allison Jackson, Esq. (via email only)
Jennie Short, City Manager (via email only)



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July 8, 2026

Via Hand Delivery

Erin McClure, Successor Trustee
Richard V. McClure Trust

Re: Notice of Termination – Agreement to Convey Easement and Joint Escrow Instructions

Dear Erin:

On June 11, 2026, the City delivered correspondence requesting written confirmation, on or before June 19, 2026, that you would undertake the steps necessary to cure the trust-related title objections previously identified in the City's Title Objection Notice and obtain removal of the trust-related exceptions identified by Fidelity National Title Company.

The City further advised that, because of the nature of the easement and the critical public water infrastructure located on the property, it could not accept a title policy containing broad exceptions relating to trustee authority, trust validity, marketability of title, or compliance with the trust instrument. The City explained that it required an insurable easement interest free of trust-related exceptions that would leave the validity or enforceability of the easement subject to future challenge by trust beneficiaries or other persons claiming an interest through the trust.

The deadline established by the City has now passed. The City has received neither the requested written commitment nor any proposal to cure the trust-related title objections. Accordingly, Seller has failed to cure the title objections previously asserted by the City, has failed to provide the written commitment requested by the City, and has not demonstrated an ability to convey title in accordance with the Agreement.

The City has negotiated this transaction in good faith over an extended period, made substantial concessions in an effort to reach agreement, opened escrow, completed its due diligence, and remained willing to close the transaction upon Seller's delivery of title acceptable under the Agreement.

The City afforded Seller an additional opportunity to cure the title objections following Fidelity's underwriting determination. Seller declined to provide the requested written commitment or

otherwise propose a path to satisfy the City's title objections. The City regrets that Seller's failure to resolve the title issues has made it impossible to complete a transaction that both parties worked diligently to negotiate over an extended period of time.

Accordingly, the City hereby elects to terminate the Agreement to Convey an Easement and Joint Escrow Instructions.

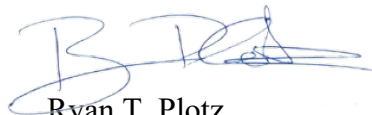
This termination is based solely upon Seller's failure to cure the outstanding trust-related title objections and should not be construed as an abandonment, waiver, or relinquishment of any rights the City may possess with respect to its existing water system facilities, its historic use and occupancy of the property, or any contractual, legal, or equitable rights, claims, defenses, or remedies. The City expressly reserves all such rights.

The City further notes that Seller accepted and retained the initial \$6,000 annual payment made in connection with the Agreement. That payment was made for the City's continued use and occupancy of the easement area while the parties proceeded toward closing. If Seller contends that termination of the Agreement eliminates any right of continued City use or occupancy, Seller should immediately return the \$6,000 payment. Absent the immediate return of those funds, the City will view Seller's continued retention of the payment as confirmation that Seller continues to accept compensation for the City's ongoing use and occupancy pending resolution of the parties' respective rights. Retention of that payment while simultaneously asserting that the City has no right to continued use or occupancy of the property would be inconsistent with Seller's position. The City reserves all rights arising from Seller's acceptance and retention of that payment.

Although the City is disappointed that the parties were unable to complete this transaction, the City appreciates the time and effort invested throughout the negotiations. The City's decision to terminate this Agreement should not be interpreted as a decision to abandon its longstanding water system facilities or to relinquish the property rights necessary to serve the public. The City will take such actions as it determines are necessary to protect the public water system and the public interest.

Very truly yours,

THE MITCHELL LAW FIRM, LLP



Ryan T. Plotz
City Attorney
City of Blue Lake

cc: Allison Jackson, Esq. (via email only)
Jennie Short, City Manager
Nikki Naughton, Senior Escrow Officer (via email only)

July 23, 2026

Jennie Short, City Manager
City of Blue Lake
PO Box 458 - 111 Greenwood Ave.
Blue Lake, CA 95525

ORIGINAL BY EMAIL:
citymanager@bluelake.ca.gov

**RE: RIGHT OF WAY SERVICES SCOPE AND QUOTE
BUCKLEY ROAD TANK SITE, WATERLINE AND ACCESS EASEMENT PROJECT**

Dear Ms. Short,

Bender Rosenthal Inc. (BRI) appreciates the opportunity to submit a proposal to provide right of way services to the City of Blue Lake (City) for the Buckley Road Tank Site, Waterline, and Access Easement Project (Project). BRI understands that the project will impact two (2) agricultural parcels, APN 312-131-045 and APN 312-190-010, both owned by the Patricia Charley Trust. The City has been in ongoing negotiations with the property owners for several years, and no agreement has been reached. Therefore, BRI will attempt one final settlement prior to initiating condemnation proceedings. The project is utilizing federal funding.

The following outlines BRI's scope, methodology, timeline, and fee for this project.

RIGHT OF WAY PROJECT MANAGEMENT

Rebekah Green will serve as the Project Manager and will oversee the performance of the tasks involved in the delivery of the right of way. Upon receipt of Notice to Proceed (NTP), Rebekah will discuss the expectations with the City to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with the right of way activities. Typical tasks include providing status updates, attending meetings, and making recommendations on right of way issues.

Deliverables: Bi-weekly updates; Attendance at project meetings as required.

APPRAISAL SERVICES

BRI will develop one (1) narrative appraisal of the estimated fair market value of the rights to be acquired. The appraisal will be a narrative report that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, requirements related to the Uniform Relocation Assistance and Real Property Acquisition Act and state and federal statutes.

Deliverables: One (1) electronic Appraisal Report that meets all State and Federal Standards. Up to two (2) Printed and bound copies will be provided upon request.

INDEPENDENT APPRAISAL REVIEW SERVICES

Due to the federal funding, BRI has enlisted the expertise of the Chapman and Patton for Independent Appraisal Review. Upon completion of the review, a USPAP Standard 3 and 4 compliant review report will be provided and forwarded to the City for approval of Just Compensation.

Deliverables: One (1) Independent Appraisal Review Certificate.

ACQUISITION SERVICES

Upon completion of the appraisal and establishment of just compensation, BRI will develop the contract and conveyance documents necessary to make the offers and acquire the necessary rights. The offer package will be reviewed internally to ensure quality standards are met. BRI will then convey documents until acceptance or impasse is reached. BRI will contact or attempt to contact the property owner at least six (6) times within the first sixty (60) days of approval to proceed and will make additional contacts by phone, e-mail, or postal service. Finally, BRI will prepare a final file for the parcel, ensuring it has been quality-checked and meets State and Federal reporting requirements.

Deliverables: Acquisition of a waterline easement, tank site easement and access easement from one (1) ownership, with files on the negotiation, acquisition, and project settlement.

TITLE & ESCROW SERVICES

Escrow services will be required to finalize the acquisition transaction. BRI will serve as a liaison between the title company, escrow holder, and the City and will deliver documents and checks to the escrow company, review all documents for submission to escrow companies, and review all final title and escrow documents. We will apply extensive acquisition experience so that the project acquires good title and property rights necessary for completion. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office.

Deliverables: Facilitate Title and Escrow support as outlined above for one (1) ownership.

PROJECT SCHEDULE

The appraisal report will be delivered within six (6) to eight (8) weeks of Notice to Proceed, and Independent Appraisal Review two (2) weeks thereafter. Acquisition tasks are anticipated to take place over a period of three (3) to six (6) months.

FEE PROPOSAL

RIGHT OF WAY TASK	HOURS / UNIT	RATE / LUMP SUM	COST
PROJECT MANAGEMENT	10	\$202	\$2,020
APPRAISAL SERVICES	1	\$6,000	\$6,000
APPRAISAL REVIEW SERVICES	1	\$1,800	\$1,800
ACQUISITION SERVICES	1	\$4,000	\$4,000
ESCROW SERVICES	1	\$1,500	\$1,500
Subtotal			\$15,320
Other Direct Costs			\$280
TOTAL FEE			\$15,600

Acquisition services will be billed at the following milestones:

MILESTONE BILLING - ACQUISITION	
Item Description	Cost
Offer package sent	\$1,500
Sixty (60) days or when an agreement is reached, whichever is sooner	\$2,000
Final project closeout; files transmitted to the City	\$500

Escrow services will be billed at the following milestones:

MILESTONE BILLING - ESCROW	
Item Description	Cost
Funds deposited into escrow	\$750
Escrow closes	\$750

Thank you for the opportunity to submit a proposal to work on this Project. Should you have any questions regarding this scope and fee, please reach out to Project Manager Rebekah Green at r.green@benderrosenthal.com or at (916) 978.4900, Ext. 2065.

Sincerely,
BENDER ROSENTHAL, INC.



Renee Baur, PMP, SR/WA
CA Real Estate Broker
Chief Executive Officer



