

A G E N D A

REGULAR MEETING OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD

TUESDAY, JANUARY 23, 2024, 8:30 AM

CITY OF ORANGE COUNCIL CHAMBERS
300 East Chapman Avenue
Orange, California 92866

HON. BRIAN PROBOLSKY
Chairman

HON. NICHOLAS DUNLAP
Vice Chairman

CHARLES BARFIELD
Board Member

LOUIS MCCLURE
Board Member

DEAN WEST, CPA
Board Member

HON. PHILLIP E. YARBROUGH
Board Member

VACANT
Board Member

Staff

Hon. Andrew N. Hamilton, CPA, Auditor-Controller
Kathy Tavoularis
Chris Nguyen

Counsel

Patrick K. Bobko

Clerk of the Board

Kathy Tavoularis

The Orange Countywide Oversight Board welcomes you to this meeting. This agenda contains a brief general description of each item to be considered. The Board encourages your participation. If you wish to speak on an item contained in the agenda, please complete a Speaker Form identifying the item(s) and deposit it in the Speaker Form Return box located next to the Clerk. If you wish to speak on a matter which does not appear on the agenda, you may do so during the Public Comment period at the close of the meeting. Except as otherwise provided by law, no action shall be taken on any item not appearing in the agenda. Speaker Forms are located next to the Speaker Form Return box. When addressing the Board, please state your name for the record prior to providing your comments.

****In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the Clerk of the Board 72 hours prior to the meeting at (714) 834-2458****

All supporting documentation is available for public review online at <https://ocauditor.gov/ob/> or in person in the office of the Auditor-Controller located at 1770 North Broadway, Santa Ana, California 92706 during regular business hours, 8:00 a.m. - 5:00 p.m., Monday through Friday

A G E N D A

REGULAR MEETING OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD

8:30 A.M.

1. Call to Order
2. Pledge of Allegiance
3. Approval of the Minutes from January 16, 2024, Regular Meeting
4. Adopt Resolutions Regarding Requests by Successor Agencies for Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget
 - a. Anaheim
 - b. Buena Park
 - c. Costa Mesa
 - d. County of Orange
 - e. Fullerton
 - f. La Habra
 - g. Orange
 - h. Placentia
 - i. San Juan Capistrano
 - j. Santa Ana
5. Adopt Resolution Regarding Request by Successor Agency for Last and Final Recognized Obligation Payment Schedule (ROPS)
 - a. Placentia
6. Receive and File Report on Title Status of Fullerton Successor Agency Parcels – *Informational Item Only; No Action to Be Taken*

COMMENTS & ADJOURNMENT:

PUBLIC COMMENTS:

At this time members of the public may address the Board on any matter not on the agenda but within the jurisdiction of the Board. The Board may limit the length of time each individual may have to address the Board.

STAFF COMMENTS:

BOARD COMMENTS:

CLOSED SESSION:

CS-1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Pursuant to Government Code Section 54956.9(d)(2):
Number of Cases: One Case

ADJOURNMENT

NEXT MEETING:

Regular Meeting April 16, 2024, 8:30 AM

**MINUTES
REGULAR MEETING OF THE
ORANGE COUNTYWODE OVERSIGHT BOARD**

January 16, 2024, 8:30 AM

1. CALL TO ORDER

The regular meeting of the Orange Countywide Oversight Board was called to order at 8:45 AM on January 16, 2024 by Chairman Probolsky, presiding officer.

Present:	6	Chairman:	Brian Probolsky
		Board Member:	Charles Barfield
		Board Member:	Nicholas Dunlap
		Board Member:	Louis McClure
		Board Member:	Dean West
		Board Member:	Phillip E. Yarbrough
Absent:	1	Board Member:	VACANT

Also present: Kathy Tavoularis, Staff and Clerk of the Board; Patrick “Kit” Bobko, Legal Counsel; Chris Nguyen, Consultant; Cameron Wessel, Consultant.

2. PLEDGE OF ALLEGIANCE

Board Member Dunlap led the Pledge of Allegiance.

ANNOUNCEMENT OF BOARD MEMBER RESIGNATION

Chairman Probolsky announced that Board Member Steve Franks had resigned from the Board, effective today, January 16, 2024. Chairman Probolsky thanked Board Member Franks for his 5 years of service to the Board and noted that his seat is appointed by the Orange County Board of Supervisors.

3. APPROVAL OF THE MINUTES FROM NOVEMBER 14, 2023, SPECIAL MEETING

Board Member Yarbrough moved, and Board Member McClure seconded, to approve the minutes from the November 14, 2023, special Board meeting.

YES – Probolsky, McClure, West, Yarbrough
NO – None
ABSTAIN – Barfield, Dunlap

4. ELECTION OF BOARD VICE CHAIRMAN

Board Member Yarbrough moved, and Board Member Barfield seconded, the nomination of Nicholas Dunlap to fill the vacancy in the position of Vice Chairman.

YES – Probolsky, Barfield, Dunlap, McClure, West, Yarbrough

NO – None

ABSENT – None

REARRANGE ORDER OF AGENDA

Board Member Yarbrough moved, and Board Member McClure seconded, to take up consideration of Agenda Items 6A-6C prior to Agenda Item 5.

YES – Probolsky, Dunlap, Barfield, McClure, West, Yarbrough

NO – None

ABSENT – None

6. ADOPT RESOLUTIONS REGARDING REQUESTS BY SUCCESSOR AGENCIES FOR ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET

A. Garden Grove

B. Irvine

C. Mission Viejo

Board Member Yarbrough moved, and Board Member Barfield seconded, to adopt the resolutions approving the annual ROPS and administrative budgets for the Successor Agencies of Garden Grove, Irvine, and Mission Viejo.

YES – Probolsky, Dunlap, Barfield, McClure, West, Yarbrough

NO – None

ABSENT – None

5. RECEIVE BIDS, ADOPT RESOLUTION, AND PROVIDE DIRECTION REGARDING DISPOSITION OF LA HABRA SUCCESSOR AGENCY PROPERTY (APN: 018-381-64)

Board Member Yarbrough moved, and Board Member Barfield seconded, to take public comments on this item prior to any staff presentations or Board discussion for this item.

YES – Probolsky, Dunlap, Barfield, McClure, West, Yarbrough
NO – None
ABSENT – None

There were three public commenters:

- Susan Pritchard, a school board member, expressed concern regarding the \$57,500 price. She asked for consideration of the taxing entities. She noted the land had been purchased in the 1990s for \$2.5 million. She expressed that she had researched what the taxing entities would receive from the sale, and she stated it would be 17% to the La Habra City School District, 10% to the Lowell Joint School District, and 17% to the Fullerton Joint Union High School District. She expressed concern about why the land was being purchased for \$57,500 due to it being significantly below the \$2.5 million value. She asked the Oversight Board to not approve the proposed sale. She stated her belief that the taxing entities deserve the best price for the property.
- Bob Wheatley of Goldenwheat Properties, LLC, asked the Oversight Board to not approve the sale to the City of La Habra. He urged the Board to approve the sale to his company, Goldenwheat Properties, LLC, and to direct the Successor Agency to provide the necessary legal documents to sell to Goldenwheat, because Goldenwheat was the highest bidder for the property by the November 7 bid deadline. He also stated his belief that La Habra violated the Brown Act. He further argued that even if the City's \$57,500 bid were valid, it was not the highest bid, because Goldenwheat's bid of \$75,000 was the highest bid. He expressed that Health and Safety Code §34179(p) states that the Oversight Board can supersede decisions of the Successor Agency. He further stated that Health and Safety Code §34181(a)(1) states that the Oversight Board can direct the Successor Agency to dispose of all assets. He urged the Oversight Board to instruct the Executive Director of the Successor Agency to transfer the property to Goldenwheat Properties, including a quitclaim.
- Mary Lou Adame-Martinez, a real estate agent, introduced Quin Barron, a real estate agent at her office, and Salvador C. Martinez, her husband and a bidder on the property. She stated Mr. Barron had submitted an offer via email to La Habra's listing agent on behalf of Mr. Martinez on October 24 for \$100,000. They followed up three times with La Habra's listing agent by phone as well as by email on October 27. She stated she has copies of these emails and phone records. She stated the buyer submitted a bona fide offer in good faith that was

ignored and never presented. She expressed that she is upset that the \$100,000 bid was not included with the list of bids. She argued the \$100,000 offer should be accepted. She stated it is a disservice otherwise. She requested that the property be transferred to Mr. Martinez for \$100,000. She expressed that they are prepared to litigate against any party involved if Mr. Martinez's \$100,000 bid is not accepted as the highest bid.

Miranda Cole-Corona, Economic Development and Housing Manager for La Habra, spoke on behalf of the Successor Agency. She reported that the Successor Agency followed the outlines of the Oversight Board resolution. She stated the Successor Agency obtained an appraisal in April that determined the value of the property was \$30,000. She stated that at the direction of the Oversight Board, the Successor Agency hired a broker via an RFP to place the property for sale. She stated the broker received three offers, and then requested a Best and Final Offer from each bidder. She stated the City of La Habra is the highest bidder. She introduced the Successor Agency's special counsel, Seth Merewitz of Best Best & Krieger.

Oversight Board Consultant Chris Nguyen delivered the staff presentation. He noted that this agenda item had been drafted by the Successor Agency for consideration by the Oversight Board. He stated that the Oversight Board had formed an Ad Hoc Subcommittee on Asset Disposal in 2019 and that the subcommittee examined properties that were low-hanging fruit at the time, and that this property was the only one still remaining from that group of properties. He noted that the Oversight Board had passed a resolution in January 2022 directing the Successor Agency to present a plan for disposing of this property. He stated that the Oversight Board passed a resolution at a special meeting in June 2022 directing the Successor Agency to complete a bidding process for the property. He noted that in July 2023, the Oversight Board adopted a revision to the June 2022 resolution requiring the Successor Agency to submit the results of the bidding process to the Oversight Board by October 2023. He described that from October 17 to November 7, the property was listed by GM Properties, the Successor Agency's broker, and open for bids. He stated that at the November 14 special meeting of the Oversight Board, the Successor Agency told the Oversight Board that three offers had been received that were close in price and that a Best and Final Offer would be requested from each bidder. He stated that November 16 was the deadline for each bidder to submit a Best and Final Offer. He noted that the Successor Agency's staff report stated that the Successor Agency solicited a bid from the City on November 20 and that the City submitted its bid for the property on December 4.

Mr. Nguyen stated that the La Habra City Council and Successor Agency both met on December 18 and that rather than described what happened, the video would be played instead.

Staff showed the video of the December 18 La Habra City Council agenda item regarding this property and La Habra Successor Agency agenda item regarding this property.

Chairman Probolsky recessed this agenda item until after closed session.

7. ADOPT RESOLUTION REGARDING RE-ESTABLISHMENT OF SUCCESSOR AGENCY ENFORCEABLE OBLIGATION AND REQUESTING DIRECTION FROM STATE DEPARTMENT OF FINANCE

A. Huntington Beach

8. ADOPT RESOLUTION REGARDING REQUEST BY SUCCESSOR AGENCY FOR ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET

A. Huntington Beach

Chairman Probolsky took up Agenda Items 7A and 8A concurrently, as they are tied to each other, and offered representatives of the Huntington Beach Successor Agency time to speak about these items.

Huntington Beach City Attorney Michael Gates, introduced himself, Senior Deputy City Attorney Nadin Said, and Chief Financial Officer Sunny Han. He had suggested an amendment to the resolution, which was included with the staff report for Item 7A. He argued that the unamended resolution in Agenda Item 7A is not consistent with State law in having the State Department of Finance do the calculation of the outstanding amount on the enforceable obligation because the Oversight Board should run the calculation itself.

Chairman Probolsky recessed these agenda items until after closed session.

CLOSED SESSION

CS-1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION –

Pursuant to Government Code Section 54956.9(d)(4):

Number of Cases: One Case

CS-2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –

Pursuant to Government Code Section 54956.9(d)(2):

Number of Cases: One Case

There was no reportable action from Closed Session.

5. RECEIVE BIDS, ADOPT RESOLUTION, AND PROVIDE DIRECTION REGARDING DISPOSITION OF LA HABRA SUCCESSOR AGENCY PROPERTY (APN: 018-381-64) (Continued from Earlier in the Meeting)

Chairman Probolsky reopened discussion on Agenda Item 5.

Board Member West expressed that he continued to be troubled with La Habra, noting that their documents tended to be fuzzy, including spreadsheets. He noted the LRPMP

listed the property at \$2.5 million while the appraisal provided by the Successor Agency include a \$11.3 million number. He expressed concern with transparency in this process, noting the \$2,500,000 on the LRPMP yet a “\$2,500,00” figure on another Excel sheet. He stated his concern about the lack of clarity and visibility. He was concerned about the restriction on the property and asked why would the Redevelopment Agency inhibit the property? He noted that the restriction has led to the problem today. He expressed concern about the process being flawed.

Miranda Cole-Corona, Economic Development and Housing Manager for La Habra, stated that \$2.5 million appeared to be the amount of improvements made in 1990 and was then carried on to the LRPMP. She stated that in 2023, an appraisal was done, determining the value of the property to be \$30,000. She noted that appraisal was submitted with the agenda item. She stated that the deed restriction was recorded in 1990 with the bond issuance for the property. She noted that both parties would need to agree in order to remove the deed restriction, and that they currently do not agree to remove the restriction.

Board Member West asked why the City had not expressed an interest in purchasing the property until now.

Ms. Cole-Corona stated that the City wanted to see where the market was.

Board Member Yarbrough asked, “When did you become aware of the Martinez bid?”

Ms. Cole-Corona stated she first became aware of the Martinez bid at this Oversight Board meeting.

Board Member Yarbrough asked if the broker did not tell La Habra about the Martinez bid.

Ms. Cole-Corona confirmed that the broker did not tell La Habra about the Martinez bid.

Board Member West asked if the appraisers had any expertise on deed restrictions.

Seth Merewitz of Best Best & Krieger, Special Counsel to the La Habra Successor Agency, stated that he did not know, except that the appraisers were MAI licensed.

Board Member West noted that the restriction seemed to be a major issue that needed disclosure.

Ms. Cole-Corona stated that it was disclosed in the listing for bidders.

Board Member West asked about the LRPMP.

Ms. Cole-Corona stated that she did not work at La Habra at the time that the LRPMP was developed.

Board Member Yarbrough asked under what authority the Successor Agency obtain bids after November 7.

Mr. Merewitz argued that Health and Safety Code §34177(e) allows the Successor Agency to handle the process in any way that it chooses. La Habra submitted the appraisal and purchase option.

Board Member Yarbrough asked if the City reviewed the bids after November 7.

Mr. Merewitz stated he could not disclose a matter from La Habra's Closed Session. He noted that the Oversight Board has the right to accept or reject the process. He stated the offer is well above the appraisal level. He further stated that the Successor Agency is looking to conclude this matter, as he believes the Oversight Board is.

Chairman Probolsky asked if the bids were disclosed in the agenda items.

Ms. Cole-Corona stated that La Habra had two Closed Session meetings on November 20 and December 4.

Board Member Yarbrough moved, and Board Member Barfield seconded, to reject Agenda Item 5 and to consider the matter of the disposition of the La Habra Successor Agency property at a later date.

YES – Probolsky, Dunlap, Barfield, McClure, West, Yarbrough

NO – None

ABSENT – None

7. ADOPT RESOLUTION REGARDING RE-ESTABLISHMENT OF SUCCESSOR AGENCY ENFORCEABLE OBLIGATION AND REQUESTING DIRECTION FROM STATE DEPARTMENT OF FINANCE (Continued from Earlier in the Meeting)

A. Huntington Beach

8. ADOPT RESOLUTION REGARDING REQUEST BY SUCCESSOR AGENCY FOR ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) AND ADMINISTRATIVE BUDGET (Continued from Earlier in the Meeting)

A. Huntington Beach

Chairman Probolsky reopened discussion on Agenda Items 7A and 8A.

Board Member Barfield moved, and Board Member West seconded, to approve the resolution regarding re-establishment of the Huntington Beach Successor Agency enforceable obligation and requesting direction from State Department of Finance

(Agenda Item 7A) and the resolution regarding Huntington Beach’s annual ROPS and administrative budget (Agenda Item 8A).

YES – Probolsky, Dunlap, Barfield, McClure, West, Yarbrough
NO – None
ABSENT – None

COMMENTS & ADJOURNMENT:

PUBLIC COMMENTS:

None.

STAFF COMMENTS:

Kathy Tavoularis reminded Board Members that the Form 700 is due by April 1.

Chris Nguyen welcomed Board Member Dunlap to the Board and congratulated him on becoming Vice Chairman.

BOARD COMMENTS:

None.

ADJOURNMENT

Chairman Probolsky adjourned the meeting at 10:46 AM.

BRIAN PROBOLSKY
CHAIRMAN OF THE COUNTYWIDE OVERSIGHT BOARD

KATHY TAVOULARIS
CLERK OF THE BOARD

DATE

Orange Countywide Oversight Board

Agenda Item No. 4a

Date: 1/23/2024

From: Successor Agency to the Anaheim Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-2025 ROPS and Administrative Budget for the Anaheim Successor Agency

The Anaheim Successor Agency (ASA) requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-2025.

The FY 24-25 ROPS is continuing to request RPTTF funds to pay an obligation in the amount of \$3,840,010, which was to provide funding for the Avon/Dakota revitalization project (Lines 114,115, 116, 117). The Avon/Dakota obligations were determined to be enforceable obligations by the California Court of Appeal pursuant to its Opinion on Rehearing dated December 19, 2017 in Case No. C081918 (Super. Ct. No. 34201380001529CUWMGDS). The Avon-Dakota payment will be incurred periodically and included on each annual ROPS until the total amount is paid for costs previously incurred and future costs to be incurred.

Other items on the FY 24-25 ROPS unrelated to the litigation include an enforceable obligation payable to Savi Ranch Associates. The note is payable from net property tax increment as defined in the Redevelopment Agency note. If there is insufficient RPTTF revenue to pay for principal and interest at the termination of the River Valley project area plan in November 2031, the note ceases to be an obligation of the Successor Agency.

An additional \$11,833,250 (Line 193) is requested for debt service on Refunded 2007 Tax Allocation Bonds Series A & C.

In June 2003, the former Redevelopment Agency acquired property located at 2951 West Lincoln Ave. as part of a redevelopment project named Westgate. Approximately 11 acres of the property were formerly known as the Sparks and Rains Landfills. Line item 151 & 195 in the ROPS are for ongoing environmental insurance requirements and pollution remediation costs prior to the development of a shopping center in order to satisfy the terms of the Settlement Agreement between the Agency and the County of Orange, as well as obligations imposed by various regulatory entities holding jurisdiction over the former landfills.

In April 2001, the Agency entered into an agreement with Katella Operating Properties, LLC to sublicense/sublease an 8.9 acre Southern California Edison easement located between Anaheim Blvd. and Claudina Way. The Agency gained long-term control of the property as part of its overall efforts to redevelop the area for hotel or commercial development. The term of the agreement extends to February 28, 2043 (Line 70). In June 2003, the Agency entered into a Ground Lease agreement with Leedy Ying and Tina Ying Trust for the Shoe City property (Line 71) for the redevelopment of the corner of Anaheim Blvd. and Ball Rd. The lease term is 35 years, with two 10 year extension options.

Finally, the ROPS reflects the Successor Agency's request for approval from DOF to have the ability to spend the reserve amount of \$302,360 for environmental remediation projects granted from an EPA grant (Line 187). No RPTTF funds are requested or used for this line item.

In addition, the Anaheim Successor Agency requests approval of the Administrative Budget in the amount of \$506,000.

Impact on Taxing Entities

The proposed ROPS 24-25 A-B requests a total of \$34,091,834 in RPTTF.

Staff Contact(s)

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Attachments

1. Resolution
2. ROPS FY 24-25
3. Administrative Budget

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-008**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE ANAHEIM REDEVELOPMENT
AGENCY *APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS]*
FY 2024-25 A-B FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025
INCLUDING THE FY 24-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL
TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO
DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Anaheim Redevelopment Agency (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Anaheim (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Anaheim Redevelopment Agency (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the FY24-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 2024-2025, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-2025 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 2024-2025 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 24-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 2024-2025 A-B submitted therewith and incorporated by this reference, including the FY 2024-2025 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Anaheim’s [Finance Director/Treasurer] or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Anaheim

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 1,001,180	\$ 151,180	\$ 1,152,360
B Bond Proceeds	50,000	-	50,000
C Reserve Balance	-	-	-
D Other Funds	951,180	151,180	1,102,360
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 18,844,375	\$ 14,095,099	\$ 32,939,474
F RPTTF	18,591,375	13,842,099	32,433,474
G Administrative RPTTF	253,000	253,000	506,000
H Current Period Enforceable Obligations (A+E)	\$ 19,845,555	\$ 14,246,279	\$ 34,091,834

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Anaheim
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$182,886,873		\$34,091,834	\$50,000	\$-	\$951,180	\$18,591,375	\$253,000	\$19,845,555	\$-	\$-	\$151,180	\$13,842,099	\$253,000	\$14,246,279
50	Tax Allocation Refunding Bonds	Bonds Issued On or Before 12/31/10	12/01/2007	02/01/2031	U.S. Bank	DEBT Debt service on Series B & D	Merged	36,977,860	N	\$3,841,283	50,000	-	800,000	2,991,283	-	\$3,841,283	-	-	-	-	-	\$-
54	Fiscal agent/arbitrage svcs	Fees	02/25/2010	02/01/2031	Per Bond Docs	DEBT Fiscal agent/arbitrage services	Merged	481,952	N	\$20,000	-	-	-	6,000	-	\$6,000	-	-	-	14,000	-	\$14,000
56	HUD 108 Loan-Capital Projects	CDBG/HUD Repayment to City/County	02/25/2010	08/01/2030	The Bank of NY Mellon	DEBT Packing House Restoration	Merged	2,951,671	N	\$471,669	-	-	-	424,290	-	\$424,290	-	-	-	47,379	-	\$47,379
58	HUD 108 Loan-Westgate	CDBG/HUD Repayment to City/County	08/07/2003	08/01/2023	The Bank of NY Mellon	DEBT Anaheim Westgate Project	Merged	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
63	External Project Costs	Professional Services	08/07/2003	02/01/2031	Consultants/Other	DEBT Services/Hard & Soft Costs/ Fees	Merged	416,998	N	\$23,000	-	-	-	3,000	-	\$3,000	-	-	-	20,000	-	\$20,000
66	River Valley Redev. Proj. Area	OPA/DDA/ Construction	06/30/1987	11/29/2041	Savi Ranch Valley Irrig. Co.	CONTRACTS Note Payable	Merged	2,424,842	N	\$535,429	-	-	-	535,429	-	\$535,429	-	-	-	-	-	\$-
68	Anaheim Westgate Center Proj.	Miscellaneous	02/01/2003	02/01/2058	Annie (Loan) Pham	CONTRACTS Ground lease agreement	Merged	5,737,242	N	\$114,347	-	-	-	-	-	\$-	-	-	-	114,347	-	\$114,347
70	8.9-acre SoCal Edison	Miscellaneous	04/30/2001	02/28/2043	Katella Operating Property II, LLC	CONTRACTS Sublease/ sublicense easement agr.	Merged	13,344,192	N	\$604,810	-	-	-	302,405	-	\$302,405	-	-	-	302,405	-	\$302,405
71	Shoe City lease	Miscellaneous	06/01/2003	06/30/2058	Leedy Ying Trust	CONTRACTS Lease	Merged	1,605,791	N	\$40,476	-	-	-	20,238	-	\$20,238	-	-	-	20,238	-	\$20,238
75	External Project Costs	Professional Services	07/01/2010	06/30/2058	Consultants/Other	CONTRACTS Services/Hard & Soft Costs/ Fees	Merged	497,266	N	\$9,200	-	-	-	4,600	-	\$4,600	-	-	-	4,600	-	\$4,600
103	External Project Costs	Professional Services	03/12/2008	06/30/2017	Consultants/Other	WESTGATE Services/Hard & Soft Costs/ Fees	Merged	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
114	Avon Dakota Revitalization	Miscellaneous	06/01/2010	12/31/2075	Related	ON DAKOTA Property acquisition & development	Merged	3,122,010	N	\$3,122,010	-	-	-	1,561,005	-	\$1,561,005	-	-	-	1,561,005	-	\$1,561,005
115	Avon Dakota Revitalization	Miscellaneous	06/01/2010	12/31/2075	TBD	ON DAKOTA	Merged	718,000	N	\$718,000	-	-	-	359,000	-	\$359,000	-	-	-	359,000	-	\$359,000

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
						Relocation Costs																	
116	Project Management	Project Management Costs	06/01/2010	06/30/2020	Staff	A☐ON DAKOTA☐ Project Support	Merged	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
117	External Project Costs	Professional Services	06/01/2010	06/30/2020	Consultants/Other	A☐ON DAKOTA☐ Services/Hard & Soft Costs/ Fees	Merged	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-
135	Administrative Cost Allowance	Admin Costs	01/01/2014	12/31/1941	City of Anaheim	ADMIN☐ Pursuant to AB26 (3☐ of RPTTF)	Merged	506,000	N	\$506,000	-	-	-	-	253,000	\$253,000	-	-	-	-	-	253,000	\$253,000
151	Westgate Remediation (Previous ROPS Line 100)	Remediation	03/12/2008	12/31/2044	☐arious	Westgate☐ Settlement Agreement/ Reimbursement	Merged	18,158,041	N	\$11,900,000	-	-	-	10,400,000	-	\$10,400,000	-	-	-	1,500,000	-	\$1,500,000	
187	Domain Project Area Remediation	Remediation	06/22/2012	06/30/2020	☐arious	EPA Revolving Loan Funds to Use for Allowable Fund Remediation Expenses	Merged	302,360	N	\$302,360	-	-	151,180	-	-	\$151,180	-	-	151,180	-	-	\$151,180	
191	Insurance for Westgate LandFill (Related to Line 151)	Remediation	07/01/2017	06/30/2028	Beazley EN☐IRO CPL Insurance	Westgate☐ Settlement Agreement/ Reimbursement	Merged	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
193	2018 Refunding Bonds Series A	Bonds Issued On or Before 12/31/10	01/04/2018	02/01/2031	U.S. Bank	DEBT☐Debt service on Refunded 2007 Tax Allocation Bonds Series A & C	Merged	95,257,250	N	\$11,833,250	-	-	-	1,959,125	-	\$1,959,125	-	-	-	9,874,125	-	\$9,874,125	
195	Westgate Remediation - Water Control Board	Remediation	07/27/2017	12/31/2044	Santa Ana Regional Water ☐uality Control Board	Westgate☐ Settlement Agreement/ Reimbursement	Merged	385,398	N	\$50,000	-	-	-	25,000	-	\$25,000	-	-	-	25,000	-	\$25,000	

Anaheim
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	3,049,458		8,736,771	5,373,447	231,651	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	11,801			1,376,164	25,936,076	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	112,991			561,704	21,363,725	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	2,948,268		8,736,771	4,860,433	-	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			4,804,002	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$1,327,474	\$-	

Anaheim
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
50	
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ANAHEIM SUCCESSOR AGENCY	
2024/25 ADMINISTRATIVE BUDGET	
	2024-2025
LABOR	\$ 364,000
LEGAL	31,500
CITY OVERHEAD CHARGES	78,000
RENTS/OFFICE EQUIPMENT/SUPPLIES	6,400
DOCUMENT OFFSITE STORAGE	4,200
AUDIT FEES	4,950
SHIPPING/MAILING	550
INSURANCE	6,400
ADMINISTRATIVE COSTS - WESTGATE PROJECT	10,000
TOTAL PROJECTED FY 24/25 BUDGET	\$ 506,000

Orange Countywide Oversight Board

Agenda Item No. 4b

Date: 1/23/2024

From: Successor Agency to the Buena Park Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-2025 ROPS and Administrative Budget for the Buena Park Successor Agency

The Buena Park Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-2025.

Pursuant to Section 34177 of the Health and Safety Code (“HSC”), in order to make payments on enforceable obligations, the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (“ROPS”) annually. The Successor Agency to the Buena Park Redevelopment Agency (“Successor Agency”) must submit ROPS 24-25, after approval by the Countywide Oversight Board, to the County Auditor-Controller, the State Controller, the State Department of Finance (“DOF”), and posted on the City’s website by February 1, 2024.

The attached Recognized Obligation Payment Schedule (ROPS) and Administrative Budget are submitted to the Countywide Oversight Board for approval. There are no new line items on ROPS 24-25.

ROPS 24-25 includes the following items previously approved by the DOF:

Item	Description
8	Administrative budget as allowed by Health and Safety Code Section 34171(b).
14	An agreement with Sunrise/Buena Park Mall reimbursing a percentage of tax increment and sales tax generated by the Mall.
17	An agreement with The Source reimbursing a percentage of tax increment and sales tax generated by the development.
19	The Beach Boulevard Streetscape Project, which includes landscaping, signage, pedestrian walkways, medians and palm tree lighting. Funded by 2008 Series B bond proceeds.
60	Bank administration fee for outstanding bonds.
67	Bond payment for Tax Allocation Refunding Parity Bond, 2019 Series A.
69	Bond reserve payment for Tax Allocation Refunding Parity Bond, 2019 Series A.
72	Professional bond disclosure services.

HSC Section 34177(J) requires each successor agency to prepare a proposed administrative budget for its’ estimated administrative costs of carrying out the wind-down activities of the former redevelopment agency. Although Health and Safety Code Section 34171(a)(2) allows for a minimum annual administrative cost allowance of \$250,000, the Buena Park Successor Agency continues to make significant efforts to reduce its administrative budget. The administrative budget for ROPS 24-25 is \$153,888, which is slightly reduced from the previous approved ROPS.

The proposed administrative budget includes staff salaries and benefits, legal and consulting expenses, information technology maintenance and support, office rent, utilities, building maintenance, and office equipment and supplies.

Administrative Budget	
Salaries/Benefits Community & Economic Development Director, Senior Management Analyst and Senior Administrative Assistant	\$107,148
Maintenance and Operating Expenses Utilization of city equipment, facilities, supplies, mail, janitorial services, computer and telephone, utilities and facilities maintenance	\$35,240
Legal/Consulting Fees Legal fees associated with the “wind down” of the RDA, preparation of the bond arbitrage reports, HdL property and sales tax preparation and other consultants needed to carry out the “wind down” of the RDA	\$11,500
Total	\$153,888

The Buena Park Successor Agency approved ROPS 24-25 and Administrative Budget at its meeting on January 9, 2024.

Impact on Taxing Entities

ROPS 24-25 enforceable obligation payments will be made from the Redevelopment Property Tax Trust Fund (RPTTF). Taxing entities will continue to receive statutory pass-through payments and residual RPTTF.

Staff Contact(s):

Matt Foulkes, Community & Economic Development Director
 (714) 562-3610 or mfoulkes@buenapark.com

Melissa Dhauw, Senior Management Analyst
 (714) 562-3538 or mdhauw@buenapark.com

Attachments:

1. Orange Countywide Oversight Board Resolution
2. Buena Park ROPS 24-25
3. Buena Park Administrative Budget for FY 24-25
4. Buena Park Successor Agency Resolutions Approving ROPS 24-25 and Administrative Budget
5. Buena Park ROPS 22-23
6. Buena Park ROPS 23-24
7. Department of Finance Letters approving ROPS 22-23 and ROPS 23-24

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-009**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE CITY OF BUENA PARK
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] 24-25 A-B
FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, INCLUDING THE
FY 24-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY
THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW,
AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the City of Buena Park Community Redevelopment Agency (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Buena Park (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the City of Buena Park (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2024-2025 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 24-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-2025 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 24-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 24-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 24-25 A-B submitted therewith and incorporated by this reference, including the FY 2024-2025 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Buena Park’s City Manager or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Buena Park

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ 433,149	\$ 433,149
B Bond Proceeds	-	433,149	433,149
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 4,919,925	\$ 788,444	\$ 5,708,369
F RPTTF	4,842,981	711,500	5,554,481
G Administrative RPTTF	76,944	76,944	153,888
H Current Period Enforceable Obligations (A+E)	\$ 4,919,925	\$ 1,221,593	\$ 6,141,518

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Buena Par
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
								\$141,870,582		\$6,141,518	\$-	\$-	\$-	\$4,842,981	\$76,944	\$4,919,925	\$433,149	\$-	\$-	\$711,500	\$76,944	\$1,221,593	
8	Personnel and Operating Costs - Administrative Cost Allowance	Admin Costs	11/19/1979	09/28/2044	City of Buena Park	Admin., Personnel, Fac., & Operating Costs	Consolidated	2,925,486	N	\$153,888	-	-	-	-	76,944	\$76,944	-	-	-	-	76,944	\$76,944	
14	Pledge-Developer Disposition Agmt	OPA/DDA/Construction	08/26/2003	09/30/2033	Sunrise Buena Park (BP Mall)	Tax Increment Reimbursement	Consolidated	13,497,348	N	\$624,422	-	-	-	624,422	-	\$624,422	-	-	-	-	-	-	\$-
17	Developer Disposition Agreement	OPA/DDA/Construction	10/26/2010	09/28/2044	The Source	Tax Increment Reimbursement	Consolidated	48,520,159	N	\$1,147,159	-	-	-	1,147,159	-	\$1,147,159	-	-	-	-	-	-	\$-
19	Entertain. Corridor (Ezone) Action Plan	Professional Services	06/04/2008	09/01/2035	TBD	Bond Proceeds for Design & Streetscape	Consolidated	1,183,149	N	\$433,149	-	-	-	-	-	\$-	433,149	-	-	-	-	-	\$433,149
60	Bond Administration Fee	Fees	01/19/2000	09/01/2035	Union Bank	Bond Administration Fees	Consolidated	63,540	N	\$6,600	-	-	-	-	-	\$-	-	-	-	6,600	-	\$6,600	
67	Tax Allocation Refunding Parity Bonds, 2019 Series A	Bonds Issued After 12/31/10	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	37,821,200	N	\$701,400	-	-	-	-	-	\$-	-	-	-	701,400	-	\$701,400	
69	Tax Allocation Refunding Parity Bonds, 2019 Series A	Reserves	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	37,821,200	N	\$3,071,400	-	-	-	3,071,400	-	\$3,071,400	-	-	-	-	-	-	\$-
72	Bond Disclosure Fees	Professional Services	03/06/2008	09/01/2035	Harrell & Company Advisors	Bond Servicing - Annual Reports	Consolidated	38,500	N	\$3,500	-	-	-	-	-	\$-	-	-	-	3,500	-	\$3,500	

Buena Par
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	1,181,841			133,408	7,421,586	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	1,318			58,594	7,625,898	ROPS 21-22A \$6,564,287 ROPS 21-22B \$1,061,611
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	10			66,084	8,057,154	\$10 bond interest earned used to offset debt service payments.
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					1,342,708	ROPS 19-20 PPA - \$1,342,236 ROPS 20-21 PPA - \$472
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			58,028	ROPS 21-22 PPA \$58,028
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$1,183,149	\$-	\$-	\$125,918	\$5,589,594	\$5,453,110 60 retained for Bond reserve payment for future period

Buena Par □
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
8	Administrative cost allowance
14	Agreement requires the former Agency to pay a percentage of tax increment and sales tax generated by Buena Park Downtown (BP Mall).
17	Agreement requires the former Agency to pay a percentage of tax increment and sales tax generated by The Source.
19	Bond proceeds for the Beach Boulevard Streetscape Project includes construction medians, sidewalks, landscaping, lighting, signage, etc.
60	Trustee fees for bond administration.
67	2019 Tax Allocation Refunding Parity Bonds, Series A
69	Bond reserve amount for the September 1, 2025 debt service payment required per the Indenture.
72	Bond disclosure fees for preparation of annual bond reports.

EXHIBIT A

**CITY OF BUENA PARK
SUCCESSOR AGENCY ADMINISTRATIVE BUDGET
(JULY 1, 2024 - JUNE 30, 2025)**

ESTIMATED ADMINISTRATIVE COSTS		ROPS 24-25 (July 1, 2024-June 30, 2025)
Salaries/Benefits		107,148
Community Dev. Director, Senior Mgmt. Analyst, Senior Admin. Assistant		
Operating Expenses - office rent, utilities, mgmt. information systems, maintenance, conference/meeting and office expenses, etc.		35,240
Office Rent/Utilities	17,800	
Management Information Systems	4,540	
Stationery/Office Supplies	1,000	
Postage - Outside	300	
Building Maintenance	8,600	
Repro Supplies/Services	3,000	
Professional/Contractual Services - property and sales tax administration, bond arbitrage report, consultant services, etc.		11,500
Legal Services	5,000	
HdL - Property & Sales Tax Administration	2,500	
Wildan bond arbitrage, other consultant services	4,000	
TOTAL ADMINISTRATIVE BUDGET		\$153,888

Funding Source - Redevelopment Property Tax Trust Fund (RPTTF)

RESOLUTION NO. SA- 29

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BUENA PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE FISCAL PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025 (ROPS 24-25) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177 AND TAKING CERTAIN RELATED ACTIONS

WHEREAS, Pursuant to Health and Safety Code Section 34177(o), the Successor Agency to the Buena Park Redevelopment Agency (the "Successor Agency") must prepare a Recognized Obligation Payment Schedule listing the anticipated payments for enforceable obligations to be made by the Successor Agency during the fiscal period from July 1, 2024 through June 30, 2025 ("ROPS 24-25") and submit ROPS 24-25 to the Countywide Oversight Board (the "Oversight Board") for approval; and

WHEREAS, Pursuant to Health and Safety Code Section 34177(l)(2)(B), at the same time that the Successor Agency submits ROPS 24-25 to the Oversight Board for approval, the Successor Agency must submit a copy of such ROPS 24-25 to the State Department of Finance (the "DOF"), the County administrative officer, and the County Auditor-Controller; and

WHEREAS, Pursuant to Health and Safety Code Section 34177(l)(2)(C) and Section 34177(o)(1), the Successor Agency must: (i) submit the Oversight Board-approved ROPS 24-25 to the DOF, the Office of the State Controller, and the County Auditor-Controller no later than February 1, 2024, and (ii) post a copy of the Oversight Board-approved ROPS 24-25 on the Successor Agency's website.

NOW, THEREFORE, the Successor Agency to the Buena Park Redevelopment Agency hereby finds, determines, resolves, and orders as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves the proposed ROPS 24-25 substantially in the form attached thereto as Exhibit A.

Section 3. Staff is hereby authorized and directed to submit a copy of ROPS 24-25 to the Oversight Board for approval and, at the same time, transmit a copy of ROPS 24-25 to the DOF, the County Auditor-Controller and the County administrative officer as designated by the County.

Section 4. Staff is hereby authorized and directed to submit a copy of Oversight Board-approved ROPS 24-25 to the DOF, the Office of the State Controller, and the County Auditor-Controller. If the Oversight Board has not approved ROPS 24-25 by February 1, 2024, staff is hereby authorized and directed to transmit ROPS 24-25 to the DOF, the Office of the State Controller, and the County Auditor-Controller by February 1, 2024, with a written notification regarding the status of the Oversight Board's review. Written notice and information regarding

the action of the Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing.

Section 5. Staff is hereby authorized and directed to post a copy of the Oversight Board-approved ROPS 24-25 on the Successor Agency's website (being a page on the website of the City of Buena Park).

Section 6. The officers and the other staff members of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution, including but not limited to requesting additional review by the DOF and an opportunity to meet and confer on any disputed items, and making adjustments to ROPS 24-25 pursuant to the DOF's instructions, and any such actions previously taken are hereby ratified and confirmed.

PASSED AND ADOPTED this 9th day of January 2024, by the following called vote:

- AYES: Brown, Ahn, Castañeda, Traut, Sonne
- NOES: None
- ABSENT: None
- ABSTAIN: None



Chairperson

ATTEST:



City Clerk



I, Adria Jimenez, MMC, City Clerk of the Successor Agency to the Redevelopment Agency of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the Successor Agency to the Community Redevelopment Agency of the City of Buena Park, held this 9th day of January 2024.



City Clerk

EXHIBIT A

**SUCCESSOR AGENCY TO THE BUENA PARK REDEVELOPMENT AGENCY
RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

ROPS 24-25

(July 1, 2024 – June 30, 2025)

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Buena Park

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ 433,149	\$ 433,149
B Bond Proceeds	-	433,149	433,149
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 4,919,925	\$ 788,444	\$ 5,708,369
F RPTTF	4,842,981	711,500	5,554,481
G Administrative RPTTF	76,944	76,944	153,888
H Current Period Enforceable Obligations (A+E)	\$ 4,919,925	\$ 1,221,593	\$ 6,141,518

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Buena Park
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)				ROPS 24-25B (Jan - Jun)				24-25B Total			
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds		RPTTF	Admin RPTTF	
																						Q
8	Personnel and Operating Costs - Administrative Cost Allowance	Admin	11/19/1979	09/28/2044	City of Buena Park	Admin., Personnel, Fac., & Operating Costs	Consolidated	\$141,870,582	N	\$6,141,518	\$-	\$-	\$-	\$4,842,981	\$76,944	\$-	\$-	\$711,500	\$76,944	\$1,221,593		
14	Pledge-Developer Disposition Agmt	OPA/DDA/ Construction	08/26/2003	09/30/2033	Sunrise Buena Park (BP Mall)	Tax Increment Reimbursement	Consolidated	13,497,348	N	\$624,422	-	-	624,422	-	76,944	-	-	-	-	76,944	\$76,944	
17	Developer Disposition Agreement	OPA/DDA/ Construction	10/26/2010	09/28/2044	The Source	Tax Increment Reimbursement	Consolidated	48,520,159	N	\$1,147,159	-	-	1,147,159	-	-	-	-	-	-	-	\$-	
19	Entertain.Corridor Plan (Ezone) Action	Professional Services	06/04/2008	09/01/2035	TBD	Bond Proceeds for Design & Streetscape	Consolidated	1,183,149	N	\$433,149	-	-	-	-	-	-	433,149	-	-	-	\$433,149	
60	Bond Administration Fee	Fees	01/19/2000	09/01/2035	Union Bank	Bond Administration Fees	Consolidated	63,540	N	\$6,600	-	-	-	-	-	-	-	6,600	-	-	\$6,600	
67	Tax Allocation Refunding Parity Bonds, 2019 Series A	Bonds Issued After 12/31/10	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	37,821,200	N	\$701,400	-	-	-	-	-	-	-	-	701,400	-	-	\$701,400
69	Tax Allocation Refunding Parity Bonds, 2019 Series A	Reserves	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	37,821,200	N	\$3,071,400	-	-	-	3,071,400	-	-	-	-	-	-	-	\$-
72	Bond Disclosure Fees	Professional Services	03/06/2008	09/01/2035	Harrell & Company Advisors	Bond Servicing - Annual Reports	Consolidated	38,500	N	\$3,500	-	-	-	-	-	-	-	-	3,500	-	-	\$3,500

Buena Park
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
 (Report Amounts in Whole Dollars)

A		B		C	D	E	F	G	H
		Fund Sources			Fund Sources		Fund Sources		Fund Sources
ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	Comments		
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin			
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	1,181,841			133,408	7,421,586			
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	1,318			58,594	7,625,898			ROPS 21-22A: \$6,564,287; ROPS 21-22B: \$1,061,611
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	10			66,084	8,057,154			\$10 bond interest earned used to offset debt service payments.
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					1,342,708			ROPS 19-20 PPA - \$1,342,236; ROPS 20-21 PPA - \$472
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC					58,028			ROPS 21-22 PPA \$58,028
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$1,183,149	\$-	\$-	\$125,918	\$5,589,594			

**Buena Park
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025**

Item #	Notes/Comments
8	Administrative cost allowance
14	Agreement requires the former Agency to pay a percentage of tax increment and sales tax generated by Buena Park Downtown (BP Mall).
17	Agreement requires the former Agency to pay a percentage of tax increment and sales tax generated by The Source.
19	Bond proceeds for the Beach Boulevard Streetscape Project includes construction medians, sidewalks, landscaping, lighting, signage, etc.
60	Trustee fees for bond administration.
67	2019 Tax Allocation Refunding Parity Bonds, Series A
69	Bond reserve amount for the September 1, 2025 debt service payment required per the Indenture.
72	Bond disclosure fees for preparation of annual bond reports.

RESOLUTION NO. SA- 30

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF BUENA PARK COMMUNITY REDEVELOPMENT AGENCY APPROVING A RECOGNIZED PROPOSED ADMINISTRATIVE BUDGET FOR THE FISCAL PERIOD FROM JULY 1, 2024 THROUGH JUNE 30, 2025, AND TAKING CERTAIN RELATED ACTIONS

RECITALS:

A. Pursuant to Health and Safety Code Section 34177(j), the Successor Agency to the Buena Park Redevelopment Agency (the "Successor Agency") must prepare a proposed administrative budget for each fiscal period (commencing July 1) and submit each proposed administrative budget to the Countywide Oversight Board (the "Oversight Board") for approval.

B. The Successor Agency's proposed administrative budget for the fiscal period from July 1, 2024 through June 30, 2025 ("Administrative Budget 24-25") is being presented to this Successor Agency to the City of Buena Park Community Redevelopment Agency for approval.

NOW, THEREFORE, the Successor Agency hereby finds, determines, resolves, and orders as follows:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency hereby approves Administrative Budget 24-25 substantially in the form attached hereto as Exhibit A.

Section 3. Staff is hereby authorized and directed to submit a copy of the administrative budget to the Oversight Board.

Section 4. The Staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution and the Administrative Budget, including making any adjustment to the proposed Administrative Budget to make them consistent with the Successor Agency's Recognized Obligation Payment Schedule for fiscal year 2024-2025 (as such Recognized Obligation Payment Schedule is approved by the State Department of Finance).

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are severable. The Successor Agency hereby declares that it would have adopted this Resolution regardless that one or more portion may be determined to be invalid.


PASSED AND ADOPTED this 9th day of January 2024, by the following called vote:

AYES: Brown, Ahn, Castañeda, Traut, Sonne

NOES: None

ABSENT: None

ABSTAIN: None



Chairperson

ATTEST:




City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the Successor Agency to the Redevelopment Agency of the City of Buena Park, California, hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the Successor Agency to the Community Redevelopment Agency of the City of Buena Park, held this 9th day of January 2024.


City Clerk

EXHIBIT A

SUCCESSOR AGENCY TO THE BUENA PARK REDEVELOPMENT AGENCY
ADMINISTRATIVE BUDGET 24-25
(July 1, 2024 – June 30, 2025)

EXHIBIT "A"

**CITY OF BUENA PARK
SUCCESSOR AGENCY ADMINISTRATIVE BUDGET
(JULY 1, 2024 - JUNE 30, 2025)**

ESTIMATED ADMINISTRATIVE COSTS		ROPS 24-25 (July 1, 2024-June 30, 2025)
Salaries/Benefits		107,148
Community Dev. Director, Senior Mgmt. Analyst, Senior Admin. Assistant		
Operating Expenses - office rent, utilities, mgmt. information systems, maintenance, conference/meeting and office expenses, etc.		35,240
Office Rent/Utilities	17,800	
Management Information Systems	4,540	
Stationery/Office Supplies	1,000	
Postage - Outside	300	
Building Maintenance	8,600	
Repro Supplies/Services	3,000	
Professional/Contractual Services - property and sales tax administration, bond arbitrage report, consultant services, etc.		11,500
Legal Services	5,000	
HdL - Property & Sales Tax Administration	2,500	
Wildan bond arbitrage, other consultant services	4,000	

TOTAL ADMINISTRATIVE BUDGET

\$153,888

Funding Source - Redevelopment Property Tax Trust Fund (RPTTF)

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Buena Park

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ 281,435	\$ 281,435
B Bond Proceeds	-	281,435	281,435
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 7,165,071	\$ 925,536	\$ 8,090,607
F RPTTF	7,069,187	829,652	7,898,839
G Administrative RPTTF	95,884	95,884	191,768
H Current Period Enforceable Obligations (A+E)	\$ 7,165,071	\$ 1,206,971	\$ 8,372,042

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Buena Par
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$168,305,672		\$8,372,042	\$-	\$-	\$-	\$7,069,187	\$95,884	\$7,165,071	\$281,435	\$-	\$-	\$829,652	\$95,884	\$1,206,971
8	Personnel and Operating Costs - Administrative Cost Allowance	Admin Costs	11/19/1979	05/07/2033	City of Buena Park	Admin., Personnel, Fac., & Operating Costs	Consolidated	5,250,000	N	\$191,768	-	-	-	-	95,884	\$95,884	-	-	-	-	95,884	\$95,884
14	Pledge-Developer Disposition Agmt	OPA/DDA/Construction	08/26/2003	09/30/2033	Sunrise Buena Park (BP Mall)	Tax Increment Reimbursement	Consolidated	14,610,097	N	\$487,214	-	-	-	487,214	-	\$487,214	-	-	-	-	-	\$-
17	Developer Disposition Agreement	OPA/DDA/Construction	10/26/2010	09/28/2044	The Source	Tax Increment Reimbursement	Consolidated	50,649,292	N	\$1,037,421	-	-	-	1,037,421	-	\$1,037,421	-	-	-	-	-	\$-
19	Entertain.Corridor (Ezone) Action Plan	Professional Services	06/04/2008	09/01/2035	TBD	Bond Proceeds for Design & Streetscape	Consolidated	1,181,435	N	\$281,435	-	-	-	-	-	\$-	281,435	-	-	-	-	\$281,435
60	Bond Administration Fee	Fees	01/19/2000	09/01/2035	Union Bank	Bond Administration Fees	Consolidated	76,740	N	\$6,600	-	-	-	-	-	\$-	-	-	-	6,600	-	\$6,600
67	Tax Allocation Refunding Parity Bonds, 2019 Series A	Bonds Issued After 12/31/10	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	45,425,600	N	\$791,700	-	-	-	-	-	\$-	-	-	-	791,700	-	\$791,700
68	Taxable Tax Allocation Refunding Parity Bonds, 2019 Series B	Bonds Issued After 12/31/10	11/13/2019	09/01/2023	Union Bank	Refinance 2008 Series B Bonds	Consolidated	2,795,704	N	\$27,852	-	-	-	-	-	\$-	-	-	-	27,852	-	\$27,852
69	Tax Allocation Refunding Parity Bonds, 2019 Series A	Reserves	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	45,425,600	N	\$2,726,700	-	-	-	2,726,700	-	\$2,726,700	-	-	-	-	-	\$-
70	Taxable Tax Allocation Refunding Parity Bonds, 2019 Series B	Reserves	11/13/2019	09/01/2023	Union Bank	Refinance 2008 Series B Bonds	Consolidated	2,795,704	N	\$2,767,852	-	-	-	2,767,852	-	\$2,767,852	-	-	-	-	-	\$-
71	Attorney Litigation Fees	Litigation	09/01/2018	08/30/2044	Alvarez-Glasman & Colvin	Attorney fees associated with litigation.	Consolidated	50,000	N	\$50,000	-	-	-	50,000	-	\$50,000	-	-	-	-	-	\$-
72	Bond Disclosure	Professional	03/06/	09/01/2035	Harrell &	Bond Servicing	Consolidated	45,500	N	\$3,500	-	-	-	-	-	\$-	-	-	-	3,500	-	\$3,500

Buena Par
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.	8,892,296			127,748	610,567	
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller	58,513,835			90,547	9,397,581	ROPS 19-20A - \$7,510,801 and ROPS 19-20B - \$1,886,780
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)	66,224,536				8,141,361	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	160			66,084	586,215	
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			1,342,236	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$1,181,435	\$-	\$-	\$152,211	\$(61,664)	

Buena Par □
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
8	Administrative cost allowance.
14	Agreement requires former Agency to pay a percentage of tax increment and sales tax generated by Buena Park Downtown (Mall).
17	Agreement requires former Agency to pay a percentage of tax increment and sales tax generated by The Source.
19	Bond proceeds for the Beach Boulevard Streetscape Project includes construction medians, sidewalks, landscaping, lighting, signage, etc.
60	Trustee fees for bond administration.
67	2019 Tax Allocation Refunding Parity Bonds, Series A
68	2019 Taxable Tax Allocation Refunding Parity Bonds, Series B
69	Bond reserve amount for the September 1, 2023 debt service payment required per the Indenture.
70	Bond reserve amount for the September 1, 2023 debt service payment required per the Indenture.
71	Attorney fees associated with litigation of a former Redevelopment Agency property.
72	Bond disclosure fees for preparation of annual bond reports.

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Buena Park

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ 281,841	\$ 281,841
B Bond Proceeds	-	281,841	281,841
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 5,127,234	\$ 840,087	\$ 5,967,321
F RPTTF	5,050,247	763,100	5,813,347
G Administrative RPTTF	76,987	76,987	153,974
H Current Period Enforceable Obligations (A+E)	\$ 5,127,234	\$ 1,121,928	\$ 6,249,162

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Buena Par
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$152,122,595		\$6,249,162	\$-	\$-	\$-	\$5,050,247	\$76,987	\$5,127,234	\$281,841	\$-	\$-	\$763,100	\$76,987	\$1,121,928
8	Personnel and Operating Costs - Administrative Cost Allowance	Admin Costs	11/19/1979	09/28/2044	City of Buena Park	Admin., Personnel, Fac., & Operating Costs	Consolidated	3,079,460	N	\$153,974	-	-	-	-	76,987	\$76,987	-	-	-	-	76,987	\$76,987
14	Pledge-Developer Disposition Agmt	OPA/DDA/Construction	08/26/2003	09/30/2033	Sunrise Buena Park (BP Mall)	Tax Increment Reimbursement	Consolidated	14,322,883	N	\$625,535	-	-	-	625,535	-	\$625,535	-	-	-	-	-	-
17	Developer Disposition Agreement	OPA/DDA/Construction	10/26/2010	09/28/2044	The Source	Tax Increment Reimbursement	Consolidated	49,611,871	N	\$1,091,712	-	-	-	1,091,712	-	\$1,091,712	-	-	-	-	-	-
19	Entertain. Corridor (Ezone) Action Plan	Professional Services	06/04/2008	09/01/2035	TBD	Bond Proceeds for Design & Streetscape	Consolidated	1,181,841	N	\$281,841	-	-	-	-	-	\$-	281,841	-	-	-	-	-
60	Bond Administration Fee	Fees	01/19/2000	09/01/2035	Union Bank	Bond Administration Fees	Consolidated	70,140	N	\$6,600	-	-	-	-	-	\$-	-	-	-	6,600	-	\$6,600
67	Tax Allocation Refunding Parity Bonds, 2019 Series A	Bonds Issued After 12/31/10	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	41,907,200	N	\$753,000	-	-	-	-	-	\$-	-	-	-	753,000	-	\$753,000
68	Taxable Tax Allocation Refunding Parity Bonds, 2019 Series B	Bonds Issued After 12/31/10	11/13/2019	09/01/2023	Union Bank	Refinance 2008 Series B Bonds	Consolidated	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
69	Tax Allocation Refunding Parity Bonds, 2019 Series A	Reserves	11/13/2019	09/01/2035	Union Bank	Refinance 2003 and 2008 Series A Bonds	Consolidated	41,907,200	N	\$3,333,000	-	-	-	3,333,000	-	\$3,333,000	-	-	-	-	-	-
70	Taxable Tax Allocation Refunding Parity Bonds, 2019 Series B	Reserves	11/13/2019	09/01/2023	Union Bank	Refinance 2008 Series B Bonds	Consolidated	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
71	Attorney Litigation Fees	Litigation	09/01/2018	08/30/2044	Alvarez-Glasman & Colvin	Attorney fees associated with litigation.	Consolidated	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
72	Bond Disclosure Fees	Professional Services	03/06/2008	09/01/2035	Harrell & Company Advisors	Bond Servicing - Annual Reports	Consolidated	42,000	N	\$3,500	-	-	-	-	-	\$-	-	-	-	3,500	-	\$3,500

Buena Par
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.	1,181,593			218,297	1,866,787	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	415			113,258	13,556,314	ROPS 20-21A \$7,059,720 and ROPS 20-21B \$6,496,594
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)	167				8,199,662	\$166.74 bond interest earned used to offset debt service payments.
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			-	66,084	7,284,631	Retention reclass 21-22 \$66,083.61 Retention 21-22 PPA \$573,853.00 Bond reserve retention \$5,368,542.00 and Retention 22-23 PPA \$1,342,236.00
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$1,181,841	\$-	\$-	\$265,471	\$(61,192)	

Buena Par □
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
8	Administrative cost allowance.
14	Agreement requires former Agency to pay a percentage of tax increment and sales tax generated by the Buena Park Downtown (Mall).
17	Agreement requires former Agency to pay a percentage of tax increment and sales tax generated by The Source.
19	Bond proceeds for the Beach Boulevard Streetscape Project includes construction medians, sidewalks, landscaping, lighting, signage, etc.
60	Trustee fees for bond administration.
67	2019 Tax Allocation Refunding Parity Bonds, Series A
68	Obligation retired.
69	Bond reserve amount for the September 1, 2024 debt service payment required per the Indenture.
70	Obligation retired.
71	Obligation retired.
72	Bond disclosure fees for preparation of annual bond reports.



Transmitted via e-mail

April 1, 2022

Aaron France, City Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

2022-23 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Buena Park Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2022 through June 30, 2023 (ROPS 22-23) to the California Department of Finance (Finance) on January 27, 2022. Finance has completed its review of the ROPS 22-23.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- On the ROPS 22-23 form, the Agency reported cash balances and activity for the period July 1, 2019 through June 30, 2020 (ROPS 19-20). According to our review, the Agency has approximately \$90,547 from Other Funds available to fund enforceable obligations on the ROPS 22-23. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting Redevelopment Property Tax Trust Fund (RPTTF) funding. This item does not require payment from property tax revenues; therefore, with the Agency's concurrence, the funding source for the following item has been reclassified in the amount specified below:
 - Item No. 14 – Pledge-Developer Disposition Agreement in the amount of \$487,214 is partially reclassified. Finance is approving RPTTF in the amount of \$396,667 and the use of Other Funds in the amount of \$90,547, totaling \$487,214.
- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 19-20 period. The ROPS 19-20 prior period adjustment (PPA) will offset the ROPS 22-23 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$6,657,824, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2022 through December 31, 2022 period (ROPS A period), and one distribution for the January 1, 2023 through June 30, 2023 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 22-23 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 22-23 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 22-23, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

The Agency must use the RAD App to complete and submit its Meet and Confer request form.

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 22-23. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 22-23 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 22-23 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

Aaron France
April 1, 2022
Page 3

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Joshua Mortimer, Supervisor, or Jeremy Bunting, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Matt Foulkes, Community Development Director, City of Buena Park
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County

Approved RPTTF Distribution July 2022 through June 2023			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 7,069,187	\$ 829,652	\$ 7,898,839
Administrative RPTTF Requested	95,884	95,884	191,768
Total RPTTF Requested	7,165,071	925,536	8,090,607
RPTTF Requested	7,069,187	829,652	7,898,839
<u>Adjustment(s)</u>			
Item No. 14	(90,547)	0	(90,547)
RPTTF Authorized	6,978,640	829,652	7,808,292
Administrative RPTTF Authorized	95,884	95,884	191,768
ROPS 19-20 prior period adjustment (PPA)	(1,342,236)	0	(1,342,236)
Total RPTTF Approved for Distribution	\$ 5,732,288	\$ 925,536	\$ 6,657,824



Transmitted via e-mail

March 17, 2023

Aaron France, City Manager
City of Buena Park
6650 Beach Boulevard
Buena Park, CA 90621

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Buena Park Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 26, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance made the following determination:

- On the ROPS 23-24 form, the Agency reported cash balances and activity for the period July 1, 2020 through June 30, 2021 (ROPS 20-21). According to our review, the Agency has approximately \$198,147 from Other Funds available to fund enforceable obligations on the ROPS 23-24. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting Redevelopment Property Tax Trust Fund (RPTTF) funding. This item does not require payment from property tax revenues; therefore, with the Agency's concurrence, the funding source for the following item has been reclassified in the amount specified below:
 - Item No. 14 – Pledge-Developer Disposition Agreement in the amount of \$625,535 is partially reclassified. Finance is approving RPTTF in the amount of \$427,388 and the use of Other Funds in the amount of \$198,147, totaling \$625,535.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 20-21 period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$5,768,702, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 23-24 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 23-24, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Agency must use the RAD App to complete and submit its Meet and Confer request form. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Aaron France
March 17, 2023
Page 3

Please direct inquiries to Joshua Mortimer, Supervisor, or Jeremy Bunting, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Matt Foulkes, Community Development Director, City of Buena Park
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County
Kathy Tavoularis, Countywide Oversight Board Representative

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 5,050,247	\$ 763,100	\$ 5,813,347
Administrative RPTTF Requested	76,987	76,987	153,974
Total RPTTF Requested	5,127,234	840,087	5,967,321
RPTTF Requested	5,050,247	763,100	5,813,347
<u>Adjustment(s)</u>			
Item No. 14	(198,147)	0	(198,147)
RPTTF Authorized	4,852,100	763,100	5,615,200
Administrative RPTTF Authorized	76,987	76,987	153,974
ROPS 20-21 Prior Period Adjustment (PPA)	(472)	0	(472)
Total RPTTF Approved for Distribution	\$ 4,928,615	\$ 840,087	\$ 5,768,702

Orange Countywide Oversight Board

Agenda Item No. 4c

Date: 1/23/2024

From: Successor Agency to the Costa Mesa Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS)

Recommended Action:

Adopt resolution approving Fiscal Year 2024-25 ROPS for the Costa Mesa Successor Agency

The Costa Mesa Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-25.

Under the Dissolution Law, Division 24, Parts 1.8 and 1.85 of the California Health and Safety Code (“Dissolution Law”), in particular Section 34171(h), each ROPS is "the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each fiscal year as provided in subdivision (o) of Section 34177." Under the mandatory dates in the Dissolution Law, the Successor Agency must submit a copy of ROPS, after approval from the Orange Countywide Oversight Board (“Oversight Board”), and transmittal to the County Administrative Officer (“CAO”), County Auditor Controller (“CAC”), State Controller’s Office (“SCO”), and DOF by February 1, 2024.

The enforceable obligations of the Costa Mesa Successor Agency (CMSA) are paid in full as of August 31, 2023, therefore the CMSA is not requesting any Redevelopment Property Tax Trust Fund (RPTTF) allocation for Fiscal Year 2024-25. CMSA will initiate dissolution procedures. In anticipation of the dissolution of the CMSA, no administrative budget is requested for Fiscal Year 2024-25. The CMSA is scheduled to review the Fiscal Year 2024-25 ROPS at its February 6, 2024 meeting.

Impact on Taxing Entities

Because the CMSA is not requesting any RPTTF for Fiscal Year 2024-25, all of the RPTTF will be available to be distributed to the taxing entities.

Staff Contact(s)

Andrea Pham, Finance Manager, is the primary staff contact on this item and can be reached by email at andrea.pham@costamesaca.gov.

Attachments

1. Orange Countywide Oversight Board Resolution Approving ROPS FY 2024-25 A-B
2. Exhibit A: Fiscal Year 2024-25 ROPS A-B
3. Placeholder for Successor Agency Resolution Approving ROPS FY 2024-25 A-B (Successor Agency will approve the Fiscal Year ROPS 2024-25 A-B on February 6, 2024)

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-010**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE COSTA MESA *APPROVING THE
RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] 2024-25 A-B* FOR THE
ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, SUBJECT TO
SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF]
PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING POSTING AND
TRANSMITTAL THEREOF

WHEREAS, the Costa Mesa (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Costa Mesa (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Costa Mesa Redevelopment Agency (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2024-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 2024-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS FY 2024-25, in the form required by DOF, is attached as Exhibit A and is fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 2024-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 2024-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 2024-25 A-B submitted therewith and incorporated by this reference.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 2024-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Costa Mesa’s Finance Director/Treasurer or authorized designee is directed to post this Resolution, including the ROPS 2024-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Costa Mesa

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ -	\$ -	\$ -
F RPTTF	-	-	-
G Administrative RPTTF	-	-	-
H Current Period Enforceable Obligations (A+E)	\$ -	\$ -	\$ -

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Costa Mesa
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	-	-	-		3,000	Prior ROPS excess cash
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller					1,902,703	AB1484 requires 20% (\$381,141) of loan repayment (\$1,905,703) to be transferred to Low and Moderate Income Housing Asset Fund per HSC 34191.4(s)(2)(c).
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)					1,905,703	Successor Agency's FY 21/22 total expenditures and loan repayments
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

Costa Mesa
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
6	

SUCCESSOR AGENCY RESOLUTION NO 24-00

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COSTA MESA REDEVELOPMENT AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR 2024-25 FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE ORANGE COUNTY-WIDE OVERSIGHT BOARD AND THE STATE OF CALIFORNIA, DEPARTMENT OF FINANCE UNDER CALIFORNIA HEALTH AND SAFETY CODE, DIVISION 24, PART 1.85 AND, AUTHORIZING THE POSTING AND TRANSMITTAL THEREOF

WHEREAS, the former Costa Mesa Redevelopment Agency (Former Agency) was established as a redevelopment agency which was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Costa Mesa (City) and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and winding down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (together, as amended, the Dissolution Law) and

WHEREAS, as of February 1, 2012 the Former Agency was dissolved under the Dissolution Law, and as a separate public entity, the Successor Agency to the Costa Mesa Redevelopment Agency (Successor Agency) administers the enforceable obligations of the former Agency and otherwise dissolves the former Agency's affairs, all subject to the review and approval by a seven-member oversight board and

WHEREAS, under Section 34179(j) of the Dissolution Law, in every California county there shall be one oversight board that is staffed by the county's auditor-controller and

WHEREAS, the applicable consolidated oversight board overseeing this Successor Agency is called the Orange Countywide Oversight Board (Oversight Board) and

WHEREAS, every oversight board, both the prior local oversight board and the Oversight Board, has fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law and

WHEREAS, Sections 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Oversight Board before final review and approval by the State of California, Department of Finance (DOF) and

WHEREAS, Section 34177(o) of the Dissolution Law requires that the annual ROPS for the 2024-24 A-B fiscal period of July 1, 2024 to June 30, 2025 (ROPS FY

2024-25) shall be submitted to the DOF by the Successor Agency, after approval by the Oversight Board, no later than February 1, 2024 and

WHEREAS, the ROPS FY 2024-25, in the form required by DOF, is attached as Exhibit A and fully incorporated by this reference and

WHEREAS, the Successor Agency has reviewed the ROPS FY 2024-25 and desires to approve this schedule and to authorize and direct the Successor Agency staff to transmit the ROPS FY 2024-25 to the Oversight Board, with copies to the Orange County Administrative Officer (CAO), Orange County Auditor-Controller (CAC), the State Controller's Office (SCO) and DOF as required by Dissolution Law and

WHEREAS, the Successor Agency shall post the ROPS FY 2024-25 on the City/Successor Agency website www.costamesaca.gov.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE COSTA MESA REDEVELOPMENT AGENCY:

Section 1 The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2 The Successor Agency approves ROPS FY 2024-25 submitted herewith as Attachment 1, under the requirements of the Dissolution Law provided however, that the ROPS FY 2024-25 is approved subject to the condition such ROPS FY 2024-25 is to be transmitted to the Oversight Board for review and approval and a copy of such ROPS FY 2024-25 shall concurrently be sent to the CAO, CAC, SCO, and DOF. Further, the Finance Director (and her authorized designee), in consultation with legal counsel, shall be authorized to request and complete meet and confer session(s), if any, with the DOF and authorized to make augmentations, modifications, additions or revisions as may be necessary or directed by DOF.

Section 3 After approval by the Oversight Board, the Successor Agency authorizes transmittal of the approved ROPS FY 2024-25 again to the CAC, SCO and DOF.

Section 4 The Finance Director of the Successor Agency or her authorized designee is directed to post this Resolution, including the ROPS FY 2024-25, on the City/Successor Agency website (www.costamesaca.gov) under the Dissolution Law.

Section 5 The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this th day of 2024.

John Stephens, Chair
Successor Agency to the Costa Mesa
Redevelopment Agency

(SEAL)

ATTEST □

Brenda Green, Secretary
Successor Agency to the Costa Mesa Redevelopment Agency

APPROVED AS TO FORM

□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

Kimberly Hall Barlow,
Successor Agency Counsel

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF COSTA MESA)

I, Brenda Green, Secretary of the Successor Agency to the Costa Mesa Redevelopment Agency, hereby certify that the foregoing resolution was duly adopted by the Successor Agency at a regular meeting held on the th day of 2024, and that it was so adopted by the following vote

AYES

NOES

ABSENT

ABSTAIN

Brenda Green, Secretary
Successor Agency to the Costa Mesa
Redevelopment Agency

(SEAL)

EXHIBIT A
to Successor Agency Resolution No. 2024-xx
RECOGNIZED OBLIGATION PAYMENT SCHEDULE FY 2024-25
FOR PERIOD JULY 1, 2024 TO JUNE 30, 2025

Orange Countywide Oversight Board

Agenda Item No. 4d

Date: 1/23/2024

From: Successor Agency to the County of Orange Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-25 ROPS and Administrative Budget for the County of Orange Successor Agency

The County of Orange Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-25.

The attached Annual Recognized Obligation Payment Schedule (ROPS) is being presented to the Countywide Oversight Board for their approval in regard to those financial obligations, which remain through June 30, 2025, of the former Orange County Development Agency, pending final approval by the State Department of Finance and State Controller's Office. The financial obligations listed on the ROPS are consistent with the January 24, 2023 Oversight Board approved ROPS.

The Administrative Budget functions of the County's Successor Agency consists of 13 staff located within two (2) departments. Administrative support for daily operations is provided by OC Community Resources (OCCR) and includes a Program Manager who oversees Successor Agency operations, an Accounting Manager I, who reviews/approves calculations for the ROPS and Prior Period Adjustment, a Senior Accountant who is responsible for preparing financial statements, ROPS and PPA documentation as well as coordinates with external auditors, and an Accountant II and Accounting Technician who provide additional support as needed.

The County's Successor Agency also utilizes staff from the CEO's Public Finance division for items pertaining to its debt service. Positions within this group include a Public Finance Manager I and II who are responsible for monitoring compliance with the bond covenants, invoice review and the continuing disclosures and an Accounting Manager I and II, a Senior Accountant and an Accountant who are responsible for monthly trustee activity, preparation of the ROPS, PPA and cash report, debt service payments, financial statements and other debt-related items.

During FY 2022-23 the NDAPP Tax Allocation Bonds (debt service) were retired. As a result, staff have begun the dissolution process.

As you may recall, a conflict between Health and Safety Code Section 34182.1(HSC 34182.1) and agency dissolution was previously identified. As written, HSC 34182.1 required the County's Successor Agency to pass on Property Tax Increment that is attributed to the former El Toro sub area to the city of Lake Forest. In the event that the County's Successor Agency dissolve, funding for the City of Lake Forest would be in jeopardy. To address this issue and allow for the dissolution of the County's Successor Agency, Assembly Bill 1270 (AB 1270) was presented to the Legislature and eventually adopted by the Governor. While staff prepare for dissolution, the FY 2024-25 ROPS is being brought forward to ensure no disruption to the City of Lake Forest's funding. Staff anticipates returning to the Oversight Board in early 2024 with a resolution to dissolve the County's Successor Agency.

Based on the above, the County's Successor Agency is requesting \$25,000 (savings of \$17,000 from prior

year) in administrative costs for FY 2024-25.

On January 09, 2024, the County Board of Supervisors (Board) reviewed and approved the Annual Recognized Obligation Payment Schedule (ROPS) and its associated Administrative Budget. A copy of the relevant Board Resolution/minutes will be provided to the Countywide Oversight Board upon receipt from the County Clerk's office.

Impact on Taxing Entities

None.

Staff Contact(s)

Jeff Kirkpatrick, OC Community Resources
(714-480-2849)

Jeff.Kirkpatrick@occr.ocgov.com

Attachments

- Annual ROPS 2023-24
- Administrative Budget For FY 2024-25
- Resolution of the Countywide Oversight Board
- Resolution of the Orange County Board of Supervisors (Placeholder)
- Annual ROPS 2022-23
- Annual ROPS 2021-22
- DOF Approval Letter re: Annual ROPS 2022-23
- DOF Approval Letter re: Annual ROPS 2021-22

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-011**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH OVERSIGHT OF THE SUCCESSOR AGENCY TO THE COUNTY OF ORANGE *APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] 2024-25 A-B* FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, INCLUDING THE FY 2024-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Orange County Development Agency (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the Orange County Board of Supervisors (“County”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Orange County Development Agency (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and the current Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2021-22 A-B fiscal period of July 1, 2022 to June 30, 2023 (“ROPS 2022-23 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 2024-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 2024-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 2024-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 2024-25 A-B submitted therewith and incorporated by this reference, including the FY 2024-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 2024-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The Director of OC Community Resources’ or authorized designee is directed to post this Resolution, including the ROPS 2024-25 A-B, on the Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

ORANGE COUNTY BOARD OF SUPERVISORS
Acting as the Successor Agency to the Orange County Development Agency
MINUTE ORDER
January 09, 2024

Submitting Agency/Department: OC COMMUNITY RESOURCES

Adopt resolution approving Recognized Obligation Payment Schedule, 7/1/24 - 6/30/25; directing submission to Department of Finance; authorizing ministerial changes under certain conditions; and making related findings; and direct submission to Countywide Oversight Board and to notify the Board of any changes - All Districts

The following is action taken by the Board of Supervisors:

APPROVED AS RECOMMENDED OTHER

Unanimous (1) DO: **Y** (2) SARMIENTO: **Y** (3) WAGNER: **Y** (4) CHAFFEE: **Y** (5) FOLEY: **Y**

Vote Key: Y=Yes; N=No; A=Abstain; X=Excused; B.O.=Board Order

Documents accompanying this matter:

- Resolution(s) 24-001
- Ordinances(s)
- Contract(s)

Item No. 4

Special Notes:

Copies sent to:

OCCR – Jaimie Wu
OCCR – Jeff Kirkpatrick

1/11/24



I certify that the foregoing is a true and correct copy of the Minute Order adopted by the Board of Supervisors, Acting as the Successor Agency to the Orange County Development Agency, Orange County, State of California.
Robin Stieler, Clerk of the Board

By: 
Deputy



AGENDA STAFF REPORT

ASR Control 23-001094

31A2

MEETING DATE: 01/09/24

LEGAL ENTITY TAKING ACTION: Successor Agency to the Orange County Development Agency

BOARD OF SUPERVISORS DISTRICT(S): All Districts

SUBMITTING AGENCY/DEPARTMENT: OC Community Resources (Approved)

DEPARTMENT CONTACT PERSON(S): Dylan Wright (714) 480-2788
Joanne Veedor (714) 480-2875

SUBJECT: Review and Approve the County's Annual Recognized Obligation Payment Schedule

CEO CONCUR Concur	COUNTY COUNSEL REVIEW Approved Resolution to Form	CLERK OF THE BOARD Consent Calendar 3 Votes Board Majority
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Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** See
Financial Impact Section

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: Other: 100% (Successor Agency Funds) **County Audit in last 3 years:** No

Levine Act Review Completed: N/A

Prior Board Action: 1/10/2023 #4

RECOMMENDED ACTION(S):

1. Approve the Recognized Obligation Payment Schedule for the period of July 1, 2024, through June 30, 2025.
2. Adopt a Resolution approving the Recognized Obligation Payment Schedule for the period of July 1, 2024, through June 30, 2025.
3. Direct staff to submit the Recognized Obligation Payment Schedule to the Countywide Oversight Board.
4. Direct staff to notify the Board of Supervisors of any changes made to the Recognized Obligation Payment Schedule by the County Auditor-Controller, Countywide Oversight Board, the California Department of Finance and/or the California State Controller's Office.

SUMMARY:

Approval of the Recognized Obligation Payment Schedule related to the financial obligations of the former Orange County Development Agency and adoption of the Resolution will allow for review by the

Countywide Oversight Board and submittal of the Schedule to the California Department of Finance and the California State Controller's Office by February 1, 2024, in compliance with statutory requirements.

BACKGROUND INFORMATION:

State law requires successor agencies to prepare and submit a Recognized Obligation Payment Schedule (ROPS) that identifies the known financial obligations of the former redevelopment agency prior to the distribution of property taxes. The attached ROPS is being presented to the Board of Supervisors (Board) for approval in regard to those financial obligations of the former Orange County Development Agency (which remain through June 30, 2025), pending final approval by the California Department of Finance and California State Controller's Office. The financial obligations listed on the ROPS (Attachment A) are consistent with the ROPS approved by the Board on January 10, 2023.

Pursuant to Health and Safety Code Section 34177.7(o)(1), successor agencies are required to submit their draft ROPS for review and approval by their respective oversight board, prior to submission to the California Department of Finance. The Countywide Oversight Board is scheduled to review the attached ROPS on January 23, 2024, following Board approval. If approved, staff will submit the document to the California Department of Finance and the California State Controller's Office on or before February 1, 2024, in conformance with state law.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it involves the adoption and submittal of financial documents required per state law. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

The annual cost is to be determined by the Countywide Oversight Board, the California Department of Finance and the California State Controller's Office. All costs will be included in the County's FY 2024-25 budget process.

As in past years, there are potential adjustments to financial liabilities for the County and/or Successor Agency based on the interpretation and implementation of Assembly Bill 1X 26 by the California Department of Finance and the California State Controller's Office. OC Community Resources will notify the Board of any changes made to the ROPS by the County Auditor-Controller, Countywide Oversight Board, the California Department of Finance and/or the California State Controller's Office.

Additionally, should the County fail to submit the ROPS by the state mandated deadline of February 1, 2024, it would be subject to a civil penalty equal to \$10,000 per day for every day the ROPS is late.

STAFFING IMPACT:

N/A

**ATTACHMENT(S):**

Attachment A - Recognized Obligation Payment Schedule
Attachment B - Resolution of the Board of Supervisors
Attachment C - Assembly Bill 1X 26
Attachment D - Health and Safety Code Section 34177

A RESOLUTION OF THE ORANGE COUNTY BOARD OF SUPERVISORS
ACTING AS THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO
THE ORANGE COUNTY DEVELOPMENT AGENCY
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE
FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

January 9, 2024

WHEREAS, pursuant to California Health and Safety Code section 34177 (o)(1), the County of Orange, as Successor Agency to the Orange County Development Agency (“Successor Agency”) must submit a ROPS to the Department of Finance (the “Department”) and the Orange County Auditor-Controller no later than February 1, 2024; and

WHEREAS, the Successor Agency has submitted the ROPS attached hereto as Exhibit A, for this Board’s review; and

WHEREAS, this Board has reviewed the ROPS as submitted by the Successor Agency for the period of July 1, 2024 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that this Board of Directors does hereby:

1. Find that the attached Recognized Obligation Payment Schedule contains no deficiencies or errors and correctly reflects the lawful obligations of the Successor Agency to the Orange County Redevelopment Agency for its 2024-2025 fiscal year.
2. Approve the attached Recognized Obligation Payment Schedule for the period of July 1, 2024 through June 30, 2025, as submitted by the Successor Agency to the Orange County Redevelopment Agency.
3. Direct the Successor Agency to the Orange County Redevelopment Agency to submit the attached Recognized Obligation Payment Schedule to the Department of Finance before February 1, 2024.

4. Authorize the Successor Agency to the Orange County Redevelopment Agency to make minor ministerial changes to the attached Recognized Obligation Payment Schedule upon further direction from the Department of Finance.

The foregoing was passed and adopted by the following vote of the Orange County Board of Supervisors, Acting as the Successor Agency to the Orange County Development Agency on January 09, 2024, to wit:

AYES: Supervisors: VICENTE SARMIENTO, ANDREW DO, DOUG CHAFFEE
 KATRINA FOLEY, DONALD P. WAGNER
 NOES: Supervisor(s):
 EXCUSED: Supervisor(s):
 ABSTAINED: Supervisor(s):



CHAIRMAN

STATE OF CALIFORNIA)
)
 COUNTY OF ORANGE)

I, ROBIN STIELER, Clerk of the Board of Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange County Board of Supervisors, Acting as the Successor Agency to the Orange County Development Agency

IN WITNESS WHEREOF, I have hereto set my hand and seal.




ROBIN STIELER
 Clerk of the Board
 County of Orange, State of California

Resolution No: 24-001
 Agenda Date: 01/09/2024
 Item No: 4



I certify that the foregoing is a true and correct copy of the Resolution adopted by the Board of Supervisors, Acting as the Successor Agency to the Orange County Development Agency, Orange County, State of California

Robin Stielor, Clerk of the Board of Supervisors

By: _____
Deputy

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
 Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Orange County
 County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	\$ 1,353,000	\$ 1,353,000
C Reserve Balance	-	-	-
D Other Funds	\$ 22,840	\$ 1,374,110	\$ 1,396,950
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$8,362,327	\$65,115	\$8,427,442
F RPTTF	\$8,298,377	\$1,165	\$8,299,542
G Administrative RPTTF	\$63,950	\$63,950	\$127,900
H Current Period Enforceable Obligations (A+E)	\$ 8,385,167	\$ 2,792,225	\$ 11,177,392

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Certification of Oversight Board Chairman:

Name Title

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/ _____ Date

Signature

Orange County Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail July 1, 2022 through June 30, 2023																							
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)				22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total		
											Fund Sources					Fund Sources							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF		Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds	RPTTF		Admin RPTTF	
								\$3,167,970		\$11,177,392			\$ 22,840	\$ 8,298,377	\$ 63,950	\$8,385,167	\$ 1,353,000	\$-	\$ 1,374,110	\$ 1,165	\$ 63,950	\$ 2,792,225	
2	Agency Administration	Admin Costs	01/01/2014	06/30/2025	County of Orange	Staff Salaries, Benefits, etc.	SAH/ NDAPP	100,000	N	100,000					50,000	50,000					50,000	50,000	
3	Annexation Agreement	Miscellaneous	07/06/1999	12/31/2099	City of Lake Forest	Property Tax Allocation	NDAPP		N	8,009,422				8,009,422		8,009,422							
19	Treasury Investment Fees	Fees	03/01/2002	09/01/2023	County of Orange Treasurer/ Tax Collector	Treasury Investment Charge	SAH/ NDAPP	575	N	575			150	100		250			195	130		325	
21	Arbitrage Fees	Fees	08/01/2014	07/31/2024	BLX	Arbitrage Calculation and Reporting	SAH/ NDAPP	1,955	N	1,955			690	1,265		1,955							
22	Bank Trustee Service Fees	Fees	03/01/2002	09/01/2023	US Bank	Bank Trustee Service	SAH/ NDAPP	6,670	N	6,670				2,990		2,990			3,680			3,680	
23	Bond Counsel Fees	Fees	04/23/2013	04/22/2022	Stradling, Yocca, Carlson, Rauth	Bond Counsel	SAH/ NDAPP	16,100	N	16,100			8,050	8,050		16,100							
25	Bond Administration	Admin Costs	03/01/2002	06/30/2025	County of Orange	Staff Salaries and Benefits	SAH/ NDAPP	55,800	N	55,800			13,950		13,950	27,900			13,950		13,950	27,900	
41	2014 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	01/09/2014	09/01/2023	U.S. Bank	Principal and Interest Debt service for 2014 Santa Ana Heights Tax Allocation Bonds.	SAH	2,708,250	N	2,708,250							1,353,000		1,355,250			2,708,250	
42	2014 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	09/20/2014	09/01/2022	U.S. Bank	Principal and Interest Debt service for 2014 NDAPP Tax Allocation Bonds	NDAPP		N														
43	Continuing Disclosure Fees	Fees	12/01/2020	11/30/2023	DTA	Bond Continuing Disclosure Service	SAH/ NDAPP	2,070	N	2,070									1,035	1,035		2,070	
44	Annexation Agreement True Up	Miscellaneous	07/01/1996	12/31/2099	City of Lake Forest	Property Tax True Up	NDAPP	276,550	N	276,550				276,550		276,550							0

Item #	Notes/Comments
2	
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Transmitted via e-mail

April 8, 2021

Jeffrey Kirkpatrick, Administrative Manager
Orange County
601 North Ross Street
Santa Ana, CA 92701

2021-22 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the Orange County Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2021 through June 30, 2022 (ROPS 21-22) to the California Department of Finance (Finance) on January 27, 2021. Finance has completed its review of the ROPS 21-22.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- On the ROPS 21-22 form, the Agency reported cash balances and activity for the period July 1, 2018 through June 30, 2019 (ROPS 18-19). According to our review, the Agency has approximately \$1,056,820 from Other Funds and \$10,190 from Reserve Balances, totaling \$1,067,010, available to fund enforceable obligations on the ROPS 21-22. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting Redevelopment Property Tax Trust Fund (RPTTF) funding. Therefore, with the Agency's concurrence, the funding source for the following items have been reclassified in the amounts specified below:

Item No.	Item Name	Total Funding Approved	RPTTF Approved	Reserve Balances Approved	Other Funds Approved
41	2014 Tax Allocation Refunding Bonds	\$2,714,250	\$2,175,608	\$4,801	\$533,841
42	2014 Tax Allocation Refunding Bonds	\$1,612,588	\$1,084,220	\$5,389	\$522,979
Total		\$4,326,838	\$3,259,828	\$10,190	\$1,056,820

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 18-19 period. The ROPS 18-19 prior period adjustment (PPA) will offset the ROPS 21-22 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$10,229,681, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2021 through December 31, 2021 period (ROPS A period), and one distribution for the January 1, 2022 through June 30, 2022 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 21-22 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted items, Finance does not object to the remaining items listed on the ROPS 21-22. If the Agency disagrees with our determination with respect to any items on the ROPS 21-22, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

The Agency must use the RAD App to complete and submit its Meet and Confer request form.

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 21-22. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 21-22 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 21-22 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

Jeffrey Kirkpatrick
April 8, 2021
Page 3

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Anna Kyumba, Supervisor, or Rachel Lynch, Staff, at (916) 322-2985.

Sincerely,



JENNIFER WHITAKER
Program Budget Manager

cc: Bill Malohn, Accounting Manager, Orange County
Wendy Tsui, Administrative Manager I, Property Tax Unit, Orange County

Approved RPTTF Distribution July 2021 through June 2022			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 7,063,002	\$ 4,333,053	\$ 11,396,055
Administrative RPTTF Requested	85,250	94,750	180,000
Total RPTTF Requested	7,148,252	4,427,803	11,576,055
RPTTF Requested	7,063,002	4,333,053	11,396,055
<u>Adjustment(s)</u>			
Item No. 41	0	(538,642)	(538,642)
Item No. 42	0	(528,368)	(528,368)
	0	(1,067,010)	(1,067,010)
RPTTF Authorized	7,063,002	3,266,043	10,329,045
Administrative RPTTF Authorized	85,250	94,750	180,000
ROPS 18-19 prior period adjustment (PPA)	(279,364)	0	(279,364)
Total RPTTF Approved for Distribution	\$ 6,868,888	\$ 3,360,793	\$ 10,229,681



Transmitted via e-mail

April 13, 2022

Jeffrey Kirkpatrick, Administrative Manager
Orange County
601 North Ross Street
Santa Ana, CA 92701

2022-23 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the Orange County Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2022 through June 30, 2023 (ROPS 22-23) to the California Department of Finance (Finance) on January 28, 2022. Finance has completed its review of the ROPS 22-23.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- On the ROPS 22-23 form, the Agency reported cash balances and activity for the period July 1, 2019 through June 30, 2020 (ROPS 19-20). According to our review, the Agency has approximately \$114,971 from Other Funds available to fund enforceable obligations on the ROPS 22-23. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting Redevelopment Property Tax Trust Fund (RPTTF) funding. This item does not require payment from property tax revenues; therefore, with the Agency's concurrence, the funding source for the following item has been reclassified in the amount specified below:
 - Item No. 3 – Annexation Agreement in the amount of \$8,009,422 is partially reclassified. Finance is approving RPTTF in the amount of \$7,894,451 and the use of Other Funds in the amount of \$114,971, totaling \$8,009,422.
- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 19-20 period. The ROPS 19-20 prior period adjustment (PPA) will offset the ROPS 22-23 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$8,043,698, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2022 through December 31, 2022 period (ROPS A period), and one distribution for the January 1, 2023 through June 30, 2023 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 22-23 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 22-23 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 22-23, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

The Agency must use the RAD App to complete and submit its Meet and Confer request form.

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 22-23. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 22-23 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 22-23 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

Jeffrey Kirkpatrick
April 13, 2022
Page 3

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Joshua Mortimer, Supervisor, or Jeremy Bunting, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Bill Malohn, Accounting Manager, Orange County
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County

Approved RPTF Distribution July 2022 through June 2023			
	ROPS A	ROPS B	Total
RPTF Requested	\$ 8,298,377	\$ 1,165	\$ 8,299,542
Administrative RPTF Requested	63,950	63,950	127,900
Total RPTF Requested	8,362,327	65,115	8,427,442
RPTF Requested	8,298,377	1,165	8,299,542
<u>Adjustment(s)</u>			
Item No. 3	(114,971)	0	(114,971)
RPTF Authorized	8,183,406	1,165	8,184,571
Administrative RPTF Authorized	63,950	63,950	127,900
ROPS 19-20 prior period adjustment (PPA)	(268,773)	0	(268,773)
Total RPTF Approved for Distribution	\$ 7,978,583	\$ 65,115	\$ 8,043,698

Recognized Obligation Payment Schedule (ROPS 21-22) - Summary
 Filed for the July 1, 2021 through June 30, 2022 Period

Successor Agency: Orange County
 County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	21-22A Total (July - December)	21-22B Total (January - June)	ROPS 21-22 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$7,183,252 -	\$4,462,803 -	\$11,646,055
F RPTTF	\$7,063,002 -	\$4,333,053 -	\$11,396,055
G Administrative RPTTF	\$120,250 -	\$129,750 -	\$250,000
H Current Period Enforceable Obligations (A+E)	\$ 7,183,252 -	\$ 4,462,803 -	\$ 11,646,055

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Certification of Oversight Board Chairman: Brian Probolsky Chair
 Name Title
 /s/ _____ Date
 Signature

Orange County Recognized Obligation Payment Schedule (ROPS 21-22) - ROPS Detail July 1, 2021 through June 30, 2022																								
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W		
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 21-22 Total	ROPS 21-22A (Jul - Dec)					21-22A Total	ROPS 21-22B (Jan - Jun)					21-22B Total		
											Fund Sources						Fund Sources							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF			
								\$14,354,305		\$11,646,055	\$-	\$-	\$-	\$ 7,063,002	\$120,250	\$7,183,252	\$-	\$-	\$-	\$4,333,053	\$129,750	\$ 4,462,803		
2	Agency Administration	Admin Costs	01/01/2014	06/30/2025	County of Orange	Staff Salaries, Benefits, etc.	SAH/NDAPP	\$ 192,700	N	\$ 192,700					\$ 96,350	\$ 96,350					\$ 96,350	\$ 96,350		
3	Annexation Agreement	Miscellaneous	07/06/1999	12/31/2099	City of Lake Forest	Property Tax Allocation	NDAPP	\$ 6,885,117	N	\$ 6,885,117				\$ 6,885,117		\$ 6,885,117						\$ -	\$ -	
19	Treasury Investment Fees	Fees	03/01/2002	09/01/2023	County of Orange Treasurer/ Tax Collector	Treasury Investment Charge	SAH/NDAPP	\$ 805	N	\$ 805				\$ 340		\$ 340					465	\$ 465	\$ 465	
21	Arbitrage Fees	Fees	08/01/2014	07/31/2024	BL	Arbitrage Calculation and Reporting	SAH/NDAPP	\$ 1,380	N	\$ 1,380				\$ 1,380		\$ 1,380					0	\$ 0	\$ 0	
22	Bank Trustee Service Fees	Fees	03/01/2002	09/01/2023	US Bank	Bank Trustee Service	SAH/NDAPP	\$ 6,670	N	\$ 6,670				\$ 2,990		\$ 2,990					3680	\$ 3,680	\$ 3,680	
23	Bond Counsel Fees	Fees	04/23/2013	04/22/2021	Stradling, Yocca, Carlson, Rauth	Bond Counsel	SAH/NDAPP	\$ 11,500	N	\$ 11,500				\$ 11,500		\$ 11,500					0	\$ 0	\$ 0	
25	Bond Administration	Admin Costs	03/01/2002	06/30/2025	County of Orange	Staff Salaries and Benefits	SAH/NDAPP	\$ 57,300	N	\$ 57,300					\$ 23,900.00	\$ 23,900						\$ 33,400.00	\$ 33,400	
41	2014 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	01/09/2014	09/01/2023	U.S. Bank	Principal and Interest Debt service for 2014 Santa Ana Heights Tax Allocation Bonds.	SAH	\$ 5,422,500	N	\$ 2,714,250						\$ -					\$ 2,714,250	\$ 2,714,250	\$ 2,714,250	
42	2014 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	09/20/2014	09/01/2022	U.S. Bank	Principal and Interest Debt service for 2014 NDAPP Tax Allocation Bonds	NDAPP	\$ 1,612,588	N	\$ 1,612,588						\$ -					\$ 1,612,588	\$ 1,612,588	\$ 1,612,588	
43	Continuing Disclosure Fees	Fees	12/01/2020	11/30/2023	DTA	Bond Continuing Disclosure Service	SAH/NDAPP	\$ 2,070	N	\$ 2,070				\$ -		\$ -					\$ 2,070	\$ 2,070	\$ 2,070	
44	Annexation Agreement True Up	Miscellaneous	07/01/1996	12/31/2099	City of Lake Forest	Property Tax True Up	NDAPP	\$ 161,675	N	\$ 161,675				\$ 161,675		\$ 161,675							\$ 0	\$ 0

Item #	Notes/Comments
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Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Orange County
 County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	\$ 13,001	\$ -	\$ 13,001
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$8,493,076	\$25,555	\$8,518,631
F RPTTF	\$8,456,077	\$555	\$8,456,632
G Administrative RPTTF	\$36,999	\$25,000	\$61,999
H Current Period Enforceable Obligations (A+E)	\$ 8,506,077	\$ 25,555	\$ 8,531,632

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Certification of Oversight Board Chairman:

Name _____ Title _____

Pursuant to Section 34177 (c) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

/s/ _____
 Signature

Date

Orange County
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
								\$8,531,632		\$ 8,531,632	\$-	\$-	\$ 13,001	\$ 8,456,077	\$ 36,999	\$8,506,077	\$-	\$-	\$-	\$ 555	\$ 25,000	\$ 25,555	
2	Agency Administration	Admin Costs	01/01/2014	06/30/2025	County of Orange	Staff Salaries, Benefits, etc.	SAH/ NDAPP	\$ 25,000	N	\$ 25,000					\$ 12,500	\$ 12,500					\$ 12,500	\$ 12,500	
3	Annexation Agreement	Miscellaneous	07/06/1999	12/31/2099	City of Lake Forest	Property Tax Allocation	NDAPP	\$ 8,439,422	N	\$ 8,439,422				\$ 8,439,422		\$ 8,439,422							\$ -
19	Treasury Investment Fees	Fees	03/01/2002	6/30/2023	County of Orange Treasurer/ Tax Collector	Treasury Investment Charge	SAH/ NDAPP	\$ 1,110	N	\$ 1,110				\$ 555		\$ 555				\$ 555			\$ 555
21	Arbitrage Fees	Fees	08/01/2014	07/31/2024	BL	Arbitrage Calculation and Reporting	SAH/ NDAPP	\$ -	Y	\$ -						\$ -							\$ -
22	Bank Trustee Service Fees	Fees	03/01/2002	09/01/2023	US Bank	Bank Trustee Service	SAH/ NDAPP	\$ -	Y	\$ -						\$ -							\$ -
23	Bond Counsel Fees	Fees	04/23/2018	04/22/2023	Stradling, Yocca, Carlson, Rauth	Bond Counsel	SAH/ NDAPP	\$ 16,100	N	\$ 16,100				\$ 16,100		\$ 16,100							\$ -
25	Bond Administration	Admin Costs	03/01/2002	06/30/2025	County of Orange	Staff Salaries and Benefits	SAH/ NDAPP	\$ 50,000	N	\$ 50,000			\$ 13,001		\$ 24,499	\$ 37,500						\$ 12,500	\$ 12,500
41	2014 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	01/09/2014	09/01/2023	U.S. Bank	Principal and Interest Debt service for 2014 Santa Ana Heights Tax Allocation Bonds.	SAH	\$ -	Y	\$ -						\$ -	\$ -						\$ -
42	2014 Tax Allocation Refunding Bonds	Bonds Issued After 12/31/10	09/20/2014	09/01/2022	U.S. Bank	Principal and Interest Debt service for 2014 NDAPP Tax Allocation Bonds	NDAPP	\$ -	Y	\$ -						\$ -							\$ -
43	Continuing Disclosure Fees	Fees	12/01/2020	11/30/2023	DTA	Bond Continuing Disclosure Service	SAH/ NDAPP	\$ -	Y	\$ -						\$ -							\$ -
44	Annexation Agreement True Up	Miscellaneous	07/01/1996	12/31/2099	City of Lake Forest	Property Tax True Up	NDAPP	\$ -	N	\$ -						\$ -							\$ -

Item #	Notes/Comments
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41	SAH matured Sept 1, 2023.
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Orange Countywide Oversight Board

Agenda Item No. 4e

Date: 1/23/2024

From: Successor Agency to the Fullerton Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-25 ROPS and Administrative Budget for the Fullerton Successor Agency

The Fullerton Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2045-25.

The Fullerton Successor Agency requests approval of the Resolution No. 2024-XX (see Attachment 1) approving Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-25 (see Attachment 2).

Fullerton Recognized Obligation Payment Schedule (ROPS)

The purpose of the Recognized Obligation Payment Schedule (ROPS) is to identify the funds needed to carry out the dissolution process of the former Fullerton Redevelopment Agency, and to set forth the payment amounts and due dates for all existing financial obligations. ROPS shall be forward looking and prepared annually until all debt is repaid. Attached is the proposed ROPS 24-25 for the time period of July 1, 2024 through June 30, 2025. ROPS 24-25 must be submitted to the State Department of Finance (DOF) by February 1, 2024 for their review and approval.

Included in the ROPS 24-25 are all of the enforceable obligations of the Fullerton Successor Agency requiring payments during Fiscal Year 2024-25. These obligations include annual bond debt service payments, one lease, a purchase and sale agreement, ongoing programs, a stipulated judgment, and an administrative cost allowance.

Bond Debt Service Payments

In 2020 the Fullerton Successor Agency refunded the 2005 Tax Allocation Bonds and 2010 Taxable Tax Allocation Refunding Bonds with the Tax Allocation Refunding Bonds Series 2020A and Series 2020B (Federally Taxable). Below is a list of remaining bonds that are outstanding including annual bank trustee fees:

ROPS Item No.	Bond Name	Term Ends
49	Annual bank trustee fees for bonds	Until all bonds are paid FY 2027-28
60	2015 Tax Allocation Refunding Bonds (refunded 1998 Revenue Bonds)	FY 2024-25
63	2020 Tax Allocation Refunding Bonds Series 2020A &B (refunded 2005 and 2010 bonds)	FY 2027-28

Item No. 49

Annual bank trustee fees for bonds.

Item No. 60

The 2015 Tax Allocation Refunding Bonds were issued in 2015 in the amount of \$11,975,000 for the purpose of prepaying a financing agreement entered into by the former redevelopment agency and to refund certain outstanding bonds issued by the 1998 Financing Agreement. The bonds are secured by property tax revenues derived from each project area. Repayment commenced on March 1, 2016 with interest rates ranging from 3.00% to 5.00%. The final maturity date is March 1, 2025. Interest and principal payments are due semiannually and annually, respectively. This item will no longer be included in future ROPS as it has been completed.

Item No. 63

In 2020 the Fullerton Successor Agency refunded the 2005 Tax Allocation Bonds and 2010 Taxable Tax Allocation Refunding Bonds with the Tax Allocation Refunding Bonds Series 2020A (Tax-Exempt) and Series 2020B (Federally Taxable). The 2020 Series A bonds were issued in the amount of \$33,965,000 refunding the 2005 Tax Allocation Bonds. The 2020 Series B bonds were issued in the amount of \$10,730,000 refunding the 2010 Taxable Tax Allocation Bonds. The bonds are secured by property tax revenues derived from each project area. Series A bonds repayment commenced on March 1, 2021 with a 4% interest rate. Series B bonds repayment commenced on March 1, 2021 with interest rates ranging from 0.591% to 1.514%. Interest and principal payments are due semiannually and annually, respectively.

Property Lease and Purchase Agreements

In addition to the bonds debt service payments there is one remaining property lease and a purchase and sale agreement:

ROPS Item No.	Lease Reference Name	Term Ends	Purpose
11	Miller Property Lease	August 1, 2024	Use of premises. Currently used for public parking
62	Miller Property Purchase	2024	Purchase and Sale agreement when lease expires

Item No. 11

The Miller Property Lease Agreement (127 West Chapman Avenue, Fullerton, California) was entered into on July 6, 2004 between Ronald F. Miller, Ronald F. Miller Family Trust, and the Fullerton Redevelopment Agency. The purpose of the lease agreement is to lease the premises for public parking. The lease expires on July 31, 2024. The termination of this lease will occur within the first month of ROPS FY 24-25.

Item No. 62

The Miller property purchase Agreement for Sale and Purchase of Real Estate (127 West Chapman Avenue, Fullerton, California) between Ronald F. Miller, Ronald F. Miller Family Trust, (Seller) and the Fullerton Redevelopment Agency (Buyer) was entered on July 6, 2004. The agreement provides for the purchase of the property prior to the lease expiration as it relates to 032-212-15 (Miller Property),

Pursuant to prior approvals by the California Department of Finance that Item No.62 in the Recognized Obligation Payment Schedule is an enforceable obligation, the Fullerton Successor Agency is including a six-million-dollar (\$6,000,000) distribution from the Redevelopment Property Tax Trust Fund (RPTTF) for the upcoming 2024-2025 fiscal year. Pursuant to two agreements that work in tandem and were approved back in July 2004, property owners Ronald F. Miller and Ronnie D. Miller, as Co-Trustees of the Ronald F. Miller Family Trust ("Millers") and the former Fullerton Redevelopment Agency ("RDA") entered into an Agreement to Lease approximately one (1) acre of real property used as a public parking lot located at 127 West Chapman Avenue, Fullerton, California (the "Property"), with a 20-year lease term that terminates on July 31, 2024.

Upon the conclusion of that lease term (i.e., July 31, 2024), the Millers contracted to sell, and the RDA contracted to buy, the Property pursuant to that certain Agreement for Sale and Purchase of Real Estate ("Purchase and Sale Agreement"). The lease and purchase of the Property was also memorialized by that certain Memorandum of Lease and Purchase Agreement, recorded in the County Recorder's Office as Instrument No. 2004000732754.

Pursuant to the Purchase and Sale Agreement, the "Purchase Price," as defined therein, is the "Fair Market Value" of the "Land" as of the date that is ninety (90) days prior to the closing date of the escrow to facilitate the acquisition of the Property by the Successor Agency. Also as set forth in the Purchase and Sale Agreement, the "Fair Market Value" of the Land shall be the then current fair market value of the Land only (without any attribution of any value for any improvements or furnishings, fixtures, and equipment that may be located on, over, or under or affixed to on the Land or any improvements thereon) based upon the then-existing highest and best use of the Property.

As more specifically described and contracted in the Purchase and Sale Agreement, the exact amount of the Purchase Price will require the obtaining of an appraisal and establishing of an escrow, all to be timed in accordance with the terms of the agreement and coordination of the parties. At the same time, the Redevelopment Dissolution Law (Health & Safety Code, section 34170 et seq.) provides that the Successor Agency submit its annual ROPS and reservation of RPTTF by the end of this month, January 2024. Thus, the ROPS process and RPTTF reservation needs to be in place for the Millers and the Successor Agency to then proceed with the purchase and sale of the Property pursuant to the enforceable obligation. The Successor Agency solicited a response from CBRE Brokage Services to obtain merely a "ballpark" estimate of the "Fair Market Value" based on the highest and best use of the Property, recognizing that a dollar amount must be provided to the Oversight Board and Department of Finance for purposes of reserving RPTTF for the upcoming fiscal year and ROPS process.

CBRE Brokerage Services indicated that the highest and best use of the Property in this area of the City would be a for-sale townhome development, as financing for townhome developments is currently quite active. With that assumption, CBRE Brokerage Services provided an estimate – again, only for purposes of reserving sufficient RPTTF for the Successor Agency's payment obligation under the Purchase and Sale Agreement – of between \$5,713,000 - \$6,000,000 (\$105-\$115/sf). The Successor Agency has attributed the \$6,000,000 amount based on the higher-end of the CBRE Brokerage Services' estimate, recognizing that the "Purchase Price" under the Purchase and Sale Agreement will ultimately be determined by the actual appraisal of the Land, which can only happen once an escrow has been established with a defined a closing date.

The Successor Agency submits that the \$6,000,000 amount is an accurate amount to make its payment obligation to the Millers. To the extent there is a difference in the final "Purchase Price" based on the appraised Fair Market Value of the Land, the Successor Agency will remit any remaining unused RPTTF to the County Auditor-Controller if the "Purchase Price" is less than \$6,000,000, or, the Successor Agency will request vis-a-vis an amendment to the ROPS any additional RPTTF necessary to fulfill its payment obligation to the Millers if the "Purchase Price" is more than \$6,000,000. Attached are copies of the executed Lease and Purchase and Sale Agreement, Memorandum of Lease and Purchase Agreement, and email from CBRE Brokerage Services with the estimates based on square footage.

Other ROPS Items

Other ROPS items include the following:

ROPS Item No.	Description	Term	Purpose
27	Administrative Cost Allowance	Annual cost until dissolution is complete	Allowed annual administrative cost for successor agency operations

Item No. 27

The administrative budget amount being requested is \$249,674 per department of finance guidelines. The amount represents a gradual decrease as identified by the Oversight Board in previous ROPS reviews. This reduction remains below the cap as well as below the \$250,000 amount. If approved, this amount will be allocated to staff salaries, and operations costs including supplies, postage, printing, legal and professional contractual services. A detailed description for this request is provided further below.

With regards to previously denied ROPS Items: 23, 25, and 28, staff continues to include these per our legal counsel’s advice, due to recent settled and pending litigation. The outcome of the litigation may cause the State Department of Finance to change their determination to continue to deny these items in the future. Below is a list of the previously denied items included int the ROPS.

ROPS Item No.	Description	Purpose
23	Affordable Housing Project Monitoring	Annually inspect and monitor 17 affordable housing projects with long term covenants.
28	Affordable Housing Project Administration and Reporting	Administer over 50 down payment assistance loans and two home ownership projects with 45 affordable housing agreements, and prepare required annual reports to State and Federal agencies.

Item No. 23

Since 1992, the agency entered into development agreements for the construction of 17 affordable housing projects. Per the agreements, in order to ensure the affordability covenants are enforced, it is necessary for staff to conduct annual monitoring and inspections of each unit. Subsequent to inspections, staff is required to prepare reports to submit to property owners, and the Department of Housing and Community Development. Most of the covenants continue for 55 years and some as long as 98 years.

Item No. 28

The agency issued over 69 down payment assistance loans, and 45 affordable ownership housing agreement that require staff to manage and prepare annual State and Federal reports. In addition, staff manages the preparation of appraisals, subordination agreements, and reviews refinancing documents when necessary.

Administrative Budget

On January 16, 2024, the Fullerton Successor Agency Board approved SA Resolution No. 2024-XX approving ROPS 24-25 and administrative budget allowance for the period covering July 1, 2024 – June 30, 2025 (see Attachment 3).

The administrative budget amount being requested for FY 2024-25 is \$249,674 consistent with the calculated administrative budget allowance amount per the Department of Finance guidelines. If approved, this amount will be allocated to staff salaries, direct costs including supplies, postage, printing, legal and professional contractual services, annual bond disclosure and audit services, and indirect costs including insurance, facility maintenance and repair, custodial, computer and software, and human resources support costs. Additionally, a moderate amount of work related to redevelopment loans and loan administration, which loans were for privately owned properties subject to specific agreements (i.e., not subject to the property use or disposition provisions in the Long Range Property Management Plan (“LRPMP”)). For example, Fullerton has many former RDA loans (40 seismic loans, 33 Rehabilitation Loans) all with various long term covenants, balances and payment terms, and associated deed restrictions that are triggered upon transfer of title of those properties subject to these loans. The procedures involve multiple Fullerton Staff members from various departments and offices in the City, whereby the post-RDA duties and tasks are covered in the ACA calculation, including the specific items.

The loan work includes the following:

- Conducting Loan Research;
- Identifying relevant liabilities;
- Drafting of demand letters;
- Coordinating with escrow companies;
- Vetting & ensuring correct process of continued obligations w/Finance & Accounting offices
- Clearing title via reconveyances of deeds of trust securing former RDA interests;
- Reviewing Procedures W/Fullerton Risk Management & Legal Teams
- Recordings at OC Clerk Records
- Review and performance of accounting and reconciliations with loan administration.

The estimated FY 2022-23 Administrative Budget is as follows:

<u>Primary Staff - Salaries & Benefits:</u> City Manager, Community & Economic Development Director, Econ Dev Mgr/ Princ. Planner, Administrative Services Director, Sr. Admin Analyst	\$88,904
<u>Administrative Support - Staff Salaries & Benefits:</u> City Clerk, AP Account Clerk, Payroll Technician, Human Resources Manager	\$4,446
<u>Professional Services:</u> Annual Audit Fees, Professional Services, and Legal Services	\$71,163
<u>Indirect Costs:</u> Facilities, maintenance, computers, etc.	\$85,161
Total:	\$249,674

The City Council had previously approved reorganizing and modifying staff assignments in order to prioritize completion of Successor Agency wind-down efforts. The hours of staff time is estimated for personnel that work on activities for the successor agency dissolution such as making monthly, quarterly, and yearly payments on enforceable obligations including bond debt service, and leases payments. Accounting staff for payments received on loans and notes. Other tasks involved are budget preparation and monitoring, preparation of annual Recognized Obligation Payment Schedules (ROPS), annual Prior Period Adjustment (PPA) reports, financial reconciliation and audits as well as various planning, development and real property related project management including consultant and attorney time for implementing the Long Range Property Management Plan (LRPMP) and future disposition of the remaining properties/assets. In addition, city clerk staff are needed for items that are presented to the Successor Agency Board and uploaded to the City's website. Information technology staff is needed for computer and software support.

As mentioned above, the Successor Agency together with the City continues to work on implementing the Long Range Property Management Plan (LRPMP). Progress has been made on 4 of the 5 development areas as identified in the LRPMP.

The Fox Block Theater Complex DDA - Still responsible for enforcement of DDA and working through renovations. Adjacent property including triangle lot and others have been sold to a developer for a major economic development project, staff is hopeful this will act as a catalyst for the completion of the obligations of the Fox Block Theater DDA.

Fox Block Peck Parking Structure - The Parking structure OPA agreement is in force and the City and developer have closed on the sale of this property. The developer is preparing to submit plans for staff review and approval. This will meet the obligations set forth by DOF.

Fox Block Public Parking - The Pomona & Chapman property have been sold to the Fox Block developer for an economic development as of December 31, 2022.

Amerige Court Site – Staff will include this site for economic development marketing now that the COVID-19 pandemic has subsided. The Disposition and Development Agreement expired and the current site remains a public parking lot for surrounding businesses. This is the only site which has not had activity since the last submittal of the ROPS budget.

Fullerton Transportation Center (FTC) – The FTC consists of 14 assessor parcels developed with a train depot, parking lots and several businesses. The City negotiated and approved a DDA for 212 S. Santa Fe parcel for economic development purposes and the property has been sold as of December 31, 2022. The developer has an agreed upon schedule of performance to complete necessary entitlements or result in default. The project proposal stands to include a transit-oriented development with a hotel and residential with ground floor retail. The City anticipates soliciting development proposals and potentially update the Fullerton Transportation Center Specific Plan (FTCSP) in the coming year.

As part of the LRPMP, the City was required to secure a compensation agreement from all public taxing entities that share in the property tax base prior to the disposition of the Successor Agency owned real properties if the property sale is for economic development purposes. Compensation Agreements have been secured from all taxing entities and state that for those properties sold for economic development purposes, the City shall remit all eligible net unrestricted proceeds to the Orange County Auditor-Controller’s Office for distribution to the taxing entities. Accordingly, the City did not request any change to the standard distribution of pro rata share of property tax when these properties are sold.

Fullerton Successor Agency Action

On January 17, 2024, the Fullerton Successor Agency Board approved SA Resolution No. 2024-XX approving ROPS 24-25 and administrative budget allowance for the period covering July 1, 2024 – June 30, 2025 (see Attachment 3).

Impact on Taxing Entities

The affected taxing entities will continue to receive the statutory pass-through payments as in previous years plus available property tax revenue due enforceable obligations being retired.

Staff Contacts

Director of Community & Economic Development
714-738-6541 or via e-mail at
Sunayana.Thomas@cityoffullerton.com

Fullerton Successor Agency staff contacts:

Taylor Samuelson, Senior Administrative Analyst
714-738-5381 or via e-mail at
Taylor.Samuelson@cityoffullerton.com

Attachments

Attachment 1 – Orange Countywide Board Resolution No. 2024-XX

Attachment 2 – Fullerton Successor Agency Recognized Obligation Payment Schedule 2024-25 and Administrative Budget Allowance.

Attachment 3 – SA Resolution No. 2024-XX approving ROPS 24-25 and administrative budget allowance for the period covering July 1, 2024 – June 30 2025.

Attachment 4 – Department of Finance letters of determination for Fullerton Successor Agency Recognized Obligation Payment Schedule and Administrative Budget Allowance.

Attachment 5 – Fullerton Successor Agency Recognized Obligation Payment Schedule and Administrative Budget Allowance for FY 2024-25, and ROPS 2023-24

Attachment 6 – Miller Property Recorded Instrument for Purchase & Sale Agreement Executed, Memorandum of lease, CBRE email with documentation for pricing.

RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-012

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH OVERSIGHT OF THE SUCCESSOR AGENCY TO THE FULLERTON SUCCESSOR AGENCY APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] 23-24 A-B FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, INCLUDING THE FY 2024-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Fullerton Redevelopment Agency (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Fullerton (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Fullerton Successor Agency to the Fullerton Redevelopment Agency (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, reviewed and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board with final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 24-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 24-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 24-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 24-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 24-25 A-B submitted therewith and incorporated by this reference, including the FY 2024-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Fullerton’s City Manager or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

EXHIBIT A

Fullerton Successor Agency

Recognized Obligation Payment Schedule 2023-24 (ROPS 23-24)

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Fullerton

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 10,592,039	\$ 4,040,812	\$ 14,632,851
F RPTTF	10,467,202	3,915,975	14,383,177
G Administrative RPTTF	124,837	124,837	249,674
H Current Period Enforceable Obligations (A+E)	\$ 10,592,039	\$ 4,040,812	\$ 14,632,851

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$14,673,351		\$14,632,851	\$-	\$-	\$-	\$10,467,202	\$124,837	\$10,592,039	\$-	\$-	\$-	\$3,915,975	\$124,837	\$4,040,812
11	Lease - Ron Miller	Miscellaneous	08/01/2004	08/01/2024	Ronald F Miller Trust	Property lease	Merged	13,503	N	\$13,503	-	-	-	13,503	-	\$13,503	-	-	-	-	-	-
23	Affordable Housing Project Monitoring - (REMOVED PER OB 01/23/24)	Unfunded Liabilities	01/01/2014	06/30/2098	Various Consultants and City of Fullerton	Annually inspect and monitor 11 affordable housing projects with long term covenants. (REMOVED PER OB 01/23/24)	Merged	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
27	Administrative Cost Allowance FY 2024-25	Admin Costs	07/01/2024	06/30/2025	Fullerton Successor Agency	Administrative expenses for Successor Agency	Merged	249,674	N	\$249,674	-	-	-	-	124,837	\$124,837	-	-	-	-	124,837	\$124,837
28	Affordable Housing Administration and Reporting - (REMOVED PER OB 01/23/24)	Unfunded Liabilities	01/01/2015	06/30/2023	Various Consultants and City of Fullerton	Administer 69 down payment assistance laond and two home ownership projects with 45 affordable housing agreements, and prepare required annual reports to State and Federal agencies. (REMOVED PER OB 01/23/24)	Merged	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
49	Bond Debt Service Fees	Fees	07/01/1998	06/30/2028	US Bank and Wells Fargo	Bond Debt Service Fees	Merged	50,000	N	\$9,500	-	-	-	-	-	\$-	-	-	-	9,500	-	\$9,500
60	2015 Tax Allocation Refunding	Refunding Bonds Issued After 6/27/12	01/28/2015	12/31/2025	US Bank	Debt service payment on 2015 Tax	Merged	1,698,375	N	\$1,698,375	-	-	-	647,750	-	\$647,750	-	-	-	1,050,625	-	\$1,050,625

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Bonds (refunded 1998 Revenue Bonds)					Allocation Refunding Bonds																
62	Miller Property Purchase	Miscellaneous	07/06/2004	08/01/2024	Ronald F Miller Family Trust	Purchase of real estate per Purchase and Sale Agreement dated 7/6/2004	Merged	6,000,000	N	\$6,000,000	-	-	-	6,000,000	-	\$6,000,000	-	-	-	-	-	\$-
63	2020 Series A & B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	09/01/2020	12/31/2027	US Bank	Refunding bonds	Merged Project Area	6,661,799	N	\$6,661,799	-	-	-	3,805,949	-	\$3,805,949	-	-	-	2,855,850	-	\$2,855,850

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.				52,735		
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller				45,815	9,367,206	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)					9,335,441	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				52,735		
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$45,815	\$31,765	

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
11	
23	
27	
28	
49	
60	
62	Successor Agency Agreement Signed & Executed - Purchase Agreement is Triggered upon Lease Expiration
63	

EXHIBIT B

Fullerton Successor Agency

FY 2024-25 Administrative Budget Allowance

EXHIBIT B

Fullerton Successor Agency

FY 2024-25 Administrative Budget Allowance

<u>Primary Staff - Salaries & Benefits:</u> City Manager, Community & Economic Development Director, Econ Dev Mgr/ Princ. Planner, Administrative Services Director, Sr. Admin Analyst	\$88,904
<u>Administrative Support - Staff Salaries & Benefits:</u> City Clerk, AP Account Clerk, Payroll Technician, Human Resources Manager	\$4,446
<u>Professional Services:</u> Annual Audit Fees, Professional Services, and Legal Services	\$71,163
<u>Indirect Costs:</u> Facilities, maintenance, computers, etc.	\$85,161
Total:	\$249,674

Attachment 2

Fullerton Successor Agency

Recognized Obligation Payment Schedule 2024-25 and Administrative Budget Allowance

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Fullerton

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 10,912,039	\$ 4,100,812	\$ 15,012,851
F RPTTF	10,787,202	3,975,975	14,763,177
G Administrative RPTTF	124,837	124,837	249,674
H Current Period Enforceable Obligations (A+E)	\$ 10,912,039	\$ 4,100,812	\$ 15,012,851

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

 Name Title

/s/ _____
 Signature Date

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$24,407,351		\$15,012,851	\$-	\$-	\$-	\$10,787,202	\$124,837	\$10,912,039	\$-	\$-	\$-	\$3,975,975	\$124,837	\$4,100,812
11	Lease - Ron Miller	Miscellaneous	08/01/2004	08/01/2024	Ronald F Miller Trust	Property lease	Merged	13,503	N	\$13,503	-	-	-	13,503	-	\$13,503	-	-	-	-	-	\$-
23	Affordable Housing Project Monitoring	Unfunded Liabilities	01/01/2014	06/30/2098	Various Consultants and City of Fullerton	Annually inspect and monitor 11 affordable housing projects with long term covenants.	Merged	9,474,000	N	\$120,000	-	-	-	60,000	-	\$60,000	-	-	-	60,000	-	\$60,000
27	Administrative Cost Allowance FY 2024-25	Admin Costs	07/01/2024	06/30/2025	Fullerton Successor Agency	Administrative expenses for Successor Agency	Merged	249,674	N	\$249,674	-	-	-	-	124,837	\$124,837	-	-	-	-	124,837	\$124,837
28	Affordable Housing Administration and Reporting	Unfunded Liabilities	01/01/2015	06/30/2023	Various Consultants and City of Fullerton	Administer 69 down payment assistance laond and two home ownership projects with 45 affordable housing agreements, and prepare required annual reports to State and Federal agencies.	Merged	260,000	N	\$260,000	-	-	-	260,000	-	\$260,000	-	-	-	-	-	\$-
49	Bond Debt Service Fees	Fees	07/01/1998	06/30/2028	US Bank and Wells Fargo	Bond Debt Service Fees	Merged	50,000	N	\$9,500	-	-	-	-	-	\$-	-	-	-	9,500	-	\$9,500
60	2015 Tax Allocation Refunding Bonds (refunded 1998 Revenue Bonds)	Refunding Bonds Issued After 6/27/12	01/28/2015	12/31/2025	US Bank	Debt service payment on 2015 Tax Allocation Refunding Bonds	Merged	1,698,375	N	\$1,698,375	-	-	-	647,750	-	\$647,750	-	-	-	1,050,625	-	\$1,050,625
62	Miller	Miscellaneous	07/06/	08/01/2024	Ronald F	Purchase of	Merged	6,000,000	N	\$6,000,000	-	-	-	6,000,000	-	\$6,000,000	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	Property Purchase		2004		Miller Family Trust	real estate per Purchase and Sale Agreement dated 7/6/2004																
63	2020 Series A & B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	09/01/2020	12/31/2027	US Bank	Refunding bonds	Merged Project Area	6,661,799	N	\$6,661,799	-	-	-	3,805,949	-	\$3,805,949	-	-	-	2,855,850	-	\$2,855,850

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.				52,735		
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller				45,815	9,367,206	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)					9,335,441	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				52,735		
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required				
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$45,815	\$31,765	

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
11	
23	
27	
28	
49	
60	
62	Successor Agency Agreement Signed & Executed - Purchase Agreement is Triggered upon Lease Expiration
63	

Attachment 3

Fullerton SA Resolution No. 2023-01 approving ROPS 2024-25 and administrative budget allowance for the period covering July 1, 2024 – June 30, 2025

RESOLUTION NO. SA 2024-XX

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF FULLERTON, CALIFORNIA, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2024-2025 AND ADMINISTRATIVE BUDGET ALLOWANCE (PERIOD COVERING JULY 1, 2024 – JUNE 30, 2025)

WHEREAS, the City of Fullerton established the Successor Agency to the Fullerton Redevelopment Agency (the "Successor Agency") to take certain actions to wind down the affairs of the former Fullerton Redevelopment Agency in accordance with the California Health and Safety Code.

WHEREAS, the City will submit the Recognized Obligation Payment Schedule (ROPS) prepared by the Successor Agency to the County Oversight Board for their approval pursuant to Health and Safety Code Section 34177,

WHEREAS, the ROPS contains a list of enforceable obligations including, but not limited to, the following:

1. existing bond debt payments
2. contracts, leases and agreements
3. administering ongoing affordable housing and loan programs
4. a stipulated judgement
5. administrative budget allowance.

WHEREAS, the ROPS includes all funds the City of Fullerton Successor Agency will need to carry out the dissolution process of the former Fullerton Redevelopment Agency and shall identify the funding source of payment for the enforceable obligations listed on the ROPS pursuant to Health and Safety Code Section 34177(l)(1) .

WHEREAS, Successor Agency staff has prepared the Recognized Obligation Payment Schedule 2024 - 2025 and administrative budget allowance for July 1, 2024 through June 30, 2025.

NOW, THEREFORE, THE SUCCESSOR AGENCY OF THE CITY OF FULLERTON RESOLVES AS FOLLOWS:

1. The above recitals are true and correct and incorporated by reference herein.
2. The Successor Agency approves the Recognized Obligation Payment Schedule 2024-2025 and administrative budget allowance (for July 1, 2024 through June 30, 2025).

3. The City will transmit a executed copy of this Resolution, including the ROPS 2024-2025, to the Orange County Oversight Board.
4. The Secretary shall certify to adoption of this Resolution.

ADOPTED BY THE SUCCESSOR AGENCY OF THE CITY OF FULLERTON,
CALIFORNIA ON JANUARY 16, 2024.

Nicholas Dunlap
Mayor

ATTEST:

Lucinda Williams, MMC
Secretary

Date

Attachments:

- Attachment 1 - Recognized Obligation Payment Schedule 2024-25

EXHIBIT A

Fullerton Successor Agency
Recognized Obligation Payment Schedule 2024-25 (ROPS 2024-25)

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Fullerton

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 10,912,039	\$ 4,100,812	\$ 15,012,851
F RPTTF	10,787,202	3,975,975	14,763,177
G Administrative RPTTF	124,837	124,837	249,674
H Current Period Enforceable Obligations (A+E)	\$ 10,912,039	\$ 4,100,812	\$ 15,012,851

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)			ROPS 24-25B (Jan - Jun)			24-25B Total						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	24-25A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
	Property Purchase		2004		Miller Family Trust	real estate per Purchase and Sale Agreement dated 7/6/2004																	
63	2020 Series A & B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	09/01/2020	12/31/2027	US Bank	Refunding bonds	Merged Project Area	6,661,799	N	\$6,661,799	-	-	-	3,805,949	-	\$3,805,949	-	-	-	2,855,850	-	-	\$2,855,850

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.												
A	B	C	D	E	F	G	H	Fund Sources				
								Bond Proceeds		Reserve Balance	Other Funds	RPTTF
								Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)											
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.				52,735							
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller				45,815	9,367,206						
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)					9,335,441						
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				52,735							
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC								No entry required			
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$45,815	\$31,765						

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
11	
23	
27	
28	
49	
60	
62	Successor Agency Agreement Signed & Executed - Purchase Agreement is Triggered upon Lease Expiration
63	

Attachment 4

Fullerton Successor Agency Recognized Obligation Payment Schedule and Administrative
Budget Allowance for FY 2024-25, and ROPS 2023-24

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Fullerton

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 10,912,039	\$ 4,100,812	\$ 15,012,851
F RPTTF	10,787,202	3,975,975	14,763,177
G Administrative RPTTF	124,837	124,837	249,674
H Current Period Enforceable Obligations (A+E)	\$ 10,912,039	\$ 4,100,812	\$ 15,012,851

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 24-25 Total	L	M	N	O ROPS 24-25A (Jul - Dec)			P	Q 24-25A Total	R	S ROPS 24-25B (Jan - Jun)			V	W 24-25B Total				
														Bond Proceeds	Reserve Balance	Other Funds				RPTTF	Admin RPTTF	Bond Proceeds			Reserve Balance	Other Funds	RPTTF	Admin RPTTF
								\$24,407,351		\$15,012,851					\$-	\$10,787,202	\$124,837		\$10,912,039		\$-	\$3,975,975	\$124,837	\$4,100,812				
11	Lease <input type="checkbox"/> Ron Miller	Miscellaneous	08/01/2004	08/01/2024	Ronald F Miller Trust	Property lease	Merged	13,503	N	\$13,503					-	13,503	-	\$13,503		-	-	-	-	\$-				
23	Affordable Housing Project Monitoring	Unfunded Liabilities	01/01/2014	06/30/2098	Various Consultants and City of Fullerton	Annually inspect and monitor 11 affordable housing projects with long term covenants.	Merged	9,474,000	N	\$120,000					-	60,000	-	\$60,000		-	-	60,000	-	\$60,000				
27	Administrative Cost Allowance FY 2024-25	Admin Costs	07/01/2024	06/30/2025	Fullerton Successor Agency	Administrative expenses for Successor Agency	Merged	249,674	N	\$249,674					-	-	124,837		\$124,837		-	-	124,837	\$124,837				
28	Affordable Housing Administration and Reporting	Unfunded Liabilities	01/01/2015	06/30/2023	Various Consultants and City of Fullerton	Administer 69 down payment assistance laond and two home ownership projects with 45 affordable housing agreements, and prepare required annual reports to State and Federal agencies.	Merged	260,000	N	\$260,000					-	260,000	-	\$260,000		-	-	-	-	-	\$-			
49	Bond Debt Service Fees	Fees	07/01/1998	06/30/2028	US Bank and Wells Fargo	Bond Debt Service Fees	Merged	50,000	N	\$9,500					-	-	-		\$-		-	9,500	-	\$9,500				
60	2015 Tax Allocation Refunding Bonds (refunded 1998 Revenue Bonds)	Refunding Bonds Issued After 6/27/12	01/28/2015	12/31/2025	US Bank	Debt service payment on 2015 Tax Allocation Refunding Bonds	Merged	1,698,375	N	\$1,698,375					-	647,750	-	\$647,750		-	-	1,050,625	-	\$1,050,625				
62	Miller	Miscellaneous	07/06/	08/01/2024	Ronald F	Purchase of	Merged	6,000,000	N	\$6,000,000					-	6,000,000	-	\$6,000,000		-	-	-	-	\$-				

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)			ROPS 24-25B (Jan - Jun)			24-25B Total						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	24-25A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
	Property Purchase		2004		Miller Family Trust	real estate per Purchase and Sale Agreement dated 7/6/2004																	
63	2020 Series A & B Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	09/01/2020	12/31/2027	US Bank	Refunding bonds	Merged Project Area	6,661,799	N	\$6,661,799	-	-	-	3,805,949	-	\$3,805,949	-	-	-	2,855,850	-	-	\$2,855,850

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.												
A	B	C	D	E	F	G	H	Fund Sources				
								Bond Proceeds		Reserve Balance	Other Funds	RPTTF
								Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)											
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.				52,735							
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller				45,815	9,367,206						
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)					9,335,441						
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				52,735							
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC								No entry required			
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$45,815	\$31,765						

Fullerton
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
11	
23	
27	
28	
49	
60	
62	Successor Agency Agreement Signed & Executed - Purchase Agreement is Triggered upon Lease Expiration
63	

Attachment 5

Department of Finance letters of determinations for Fullerton Successor Agency
Recognized Obligation Payment Schedule and Administrative Budget Allowances for FY
2023-24, and ROPS 2022-23



Transmitted via e-mail

March 30, 2023

Taylor Samuelson, Administrative Analyst
City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Fullerton Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 30, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- Item Nos. 23 and 28 – Affordable Housing Project Monitoring and Affordable Housing Administration and Reporting in the outstanding obligation amounts totaling \$9,854,000 (\$9,594,000 + \$260,000) are not allowed. Finance continues to deny these items. HSC section 34176 requires all rights, powers, duties, obligations, and housing assets to be transferred to the new housing entity. Since the City of Fullerton's Housing Division assumed the housing functions, this transfer of duties and obligations includes the transfer of administrative obligations. Therefore, the total requested amount of \$380,000 (\$120,000 + \$260,000) in Redevelopment Property Tax Trust Fund (RPTTF) funding is not allowed.
- Item No. 63 – 2020 Series A & B Tax Allocation Refunding Bonds debt service in the amount of \$7,616,491 requested from RPTTF is correct. However, the Agency inadvertently requested incorrect amounts for the July 1, 2023 through December 31, 2023 (ROPS A) and the January 1, 2024 through June 30, 2024 (ROPS B) periods. Therefore, to accurately reflect the correct debt service payments, Finance made the following adjustments:

Funding Source	Requested	Adjusted	Authorized
RPTTF (A Period)	\$5,699,600	(\$1,889,058)	\$3,810,542
RPTTF (B Period)	1,916,891	1,889,058	\$3,805,949
Total	\$7,616,491	\$ 0	\$7,616,491

- On the ROPS 23-24 form, the Agency reported cash balances and activity for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. According to our review, the Agency has approximately \$52,735 from Other Funds available to fund enforceable obligations on the ROPS 23-24. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting RPTTF funding. This item does not require payment from property tax revenues; therefore, with the Agency's concurrence, the funding source for the following item has been reclassified in the amount specified below:
 - Item No. 60 – 2015 Tax Allocation Refunding Bonds (refunded 1998 Revenue Bonds) in the amount of \$1,293,625 is partially reclassified. Finance is approving RPTTF in the amount of \$1,240,890 and the use of Other Funds in the amount of \$52,735, totaling \$1,293,625.
- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 20-21 period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$9,262,816, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted items, Finance approves the remaining items listed on the ROPS 23-24 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 23-24, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Agency must use the RAD App to complete and submit its Meet and Confer request form. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Kylie Oltmann, Supervisor, or Dylan Newton, Staff, at (916) 322-2985.

Sincerely,

Original signed by Cheryl L. McCormick for:

JENNIFER WHITAKER
Program Budget Manager

cc: Sunayana Thomas, Interim Director of Community and Economic Development,
City of Fullerton
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County
Kathy Tavoularis, Countywide Oversight Board Representative

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 6,616,491	\$ 2,845,157	\$ 9,461,648
Administrative RPTTF Requested	130,406	130,407	260,813
Total RPTTF Requested	6,746,897	2,975,564	9,722,461
RPTTF Requested	6,616,491	2,845,157	9,461,648
<u>Adjustment(s)</u>			
Item No. 23	(60,000)	(60,000)	(120,000)
Item No. 28	(130,000)	(130,000)	(260,000)
Item No. 60	(52,735)	0	(52,735)
Item No. 63	(1,889,058)	1,889,058	0
	(2,131,793)	1,699,058	(432,735)
RPTTF Authorized	4,484,698	4,544,215	9,028,913
Administrative RPTTF Authorized	130,406	130,407	260,813
ROPS 20-21 Prior Period Adjustment (PPA)	(26,910)	0	(26,910)
Total RPTTF Approved for Distribution	\$ 4,588,194	\$ 4,674,622	\$ 9,262,816

Attachment 5

Miller Property Recorded Instrument for Purchase & Sale Agreement Executed,
Memorandum of lease, CBRE email with documentation for pricing

Taylor Samuelson

From: Abel, Tom @ Newport Beach <Tom.Abel@cbre.com>
Sent: Wednesday, January 10, 2024 11:00 AM
To: Taylor Samuelson
Subject: [EXTERNAL MAIL]RE: High Level Price Estimate - 127 W Chapman

CAUTION: BE CAREFUL WITH THIS MESSAGE

This email came from outside City of Fullerton. Do not open attachments, click on links, or respond unless you expected this message and re

Hi Taylor,

After discussing the subject site (1.2 acres) at 127 W. Chapman Ave., Fullerton, with my CBRE team, the highest and best use for the property would be a for-sale townhome development. Financing for townhome developments is currently quite active and this type of development would command:

\$5,713,000 - \$6,000,000 (\$105-\$115/sf). This price range is based on 52,419 SF and density approval for up to thirty (30) multi-story townhomes.

The apartment development activity has mostly dried up as lenders are less interested in lending for apartment developments and would be more inclined to lend on a townhome development.

If you and the Community & Economic Development Dept. have any interest or desire to widely market the site, CBRE has a number of active townhome developers that we can submit the property to at the appropriate time.

With the pressure from the State of CA to identify potential residential sites, this site would be highly sought after and command strong pricing for the City.

Please let me know if you want to discuss further or when you are ready to consider a formal appraisal.

Thank you.

Tom Abel | First Vice President | Lic. 00985659
CBRE | Broker Lic. 00409987 | Brokerage Services
3501 Jamboree Rd., Suite 100, Newport Beach, CA 92660
T+ 1 714 371 9255 | F+ 1 714 371 9201 | C+ 1 714 478 6000
tom.abel@cbre.com | www.cbre.com/tom.abel

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Please consider the environment before printing this email

From: Taylor Samuelson <Taylor.Samuelson@cityoffullerton.com>
Sent: Tuesday, January 9, 2024 5:09 PM
Cc: Sunayana Thomas <Sunayana.Thomas@cityoffullerton.com>
Subject: High Level Price Estimate - 127 W Chapman

External

Hi All,

I need an immediate assistance with a ballpark current market value for property located at 127 W. Chapman Avenue. This request is for a high-level assessment for highest and best use as it currently is as a parking lot.

This isn't a formal appraisal, but we are needing to incorporate a **high-level figure** for our internal purposes. If you can assist us in this endeavor we will be looking to get a formal appraisal in the coming months.

I've attached a preliminary report and parcel map for reference.

Thank You,



Taylor Samuelson

Community & Economic Development
Senior Administrative Analyst
City of Fullerton

p: 714.738-5381

e: taylor.samuelson@cityoffullerton.com

303 W. Commonwealth Ave.
Fullerton, CA 92832
www.cityoffullerton.com



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Lawyers Title Company B

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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RUTAN & TUCKER, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626-1998
Attn: Jeffrey M. Oderman, Esq.

(Space Above For Recorder's Use)

MEMORANDUM OF LEASE AND PURCHASE AGREEMENT

5313437-12

THIS MEMORANDUM OF LEASE AND PURCHASE AGREEMENT (this "Memorandum") is dated for reference purposes as of July 6, 2004, and is entered into between RONALD F. MILLER and RONNIE D. MILLER, as Co-Trustees of the RONALD F. MILLER FAMILY TRUST ("Miller") and FULLERTON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency").

1. LEASE OF PREMISES. Miller has leased to Agency, and Agency leased from Miller that certain real property located in the City of Fullerton, County of Orange, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises") pursuant to and on the terms and provisions of that certain Ground Lease Agreement dated for reference purposes as of July 6, 2004 (the "Lease"). The provisions of the Lease are incorporated into this Memorandum by this reference as if set out in full herein.

2. INITIAL TERM OF LEASE. The initial term of the Lease shall commence on August 1, 2004 ("Commencement Date") and shall expire on July 31, 2024 ("Termination Date"), which date is the tenth (20th) anniversary of the Commencement Date, subject to earlier termination as provided in the Lease.

3. PURCHASE OF PREMISES. Miller and Agency have entered into that certain Agreement for Sale and Purchase of Real Estate dated July 6, 2004 ("Purchase Agreement") pursuant to which Miller has agreed to sell to Agency and Agency has agreed to purchase from Miller the Premises upon the expiration of the Lease on the terms and conditions more particularly set forth in the Purchase Agreement. The provisions of the Purchase Agreement are incorporated into this Memorandum by this reference as if set out in full herein.

4. PURPOSE OF MEMORANDUM. This Memorandum is prepared and executed for the purpose of recordation and in no way modifies the terms and provisions of the Lease or Purchase Agreement. In the event of any inconsistency between the terms of the Lease or

Purchase Agreement and the terms of this Memorandum, the terms of the Lease and Purchase Agreement shall prevail.

5. COUNTERPARTS. This Memorandum may be executed in any number of counterparts which together shall constitute the contract of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease and Purchase Agreement as of the day and year first above written.

By: Ronald F. Miller
Ronald F. Miller, Co-Trustee of the Ronald F. Miller Family Trust

By: Ronnie D. Miller
Ronnie D. Miller, Co-Trustee of the Ronald F. Miller Family Trust

“Miller”

Fullerton Redevelopment Agency,
a public body, corporate and politic

By: M. C.
Name: Mike Clesceri
Title: Chairman

“Agency”

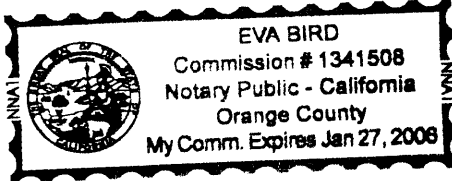
STATE OF California)
) ss.
COUNTY OF Orange)

On August 10, 2004, before me, Eva Bird, Notary Public,
personally appeared Ronald F. Miller,
personally known to me (or 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.

Witness my hand and official seal.

Eva Bird
Notary Public

[SEAL]



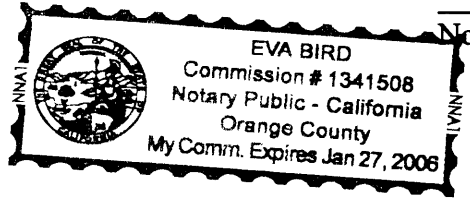
STATE OF California)
) ss.
COUNTY OF Orange)

On August 10, 2004, before me, Eva Bird, Notary Public,
personally appeared Ronnie D Miller,
~~personally known to me~~ (or 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.

Witness my hand and official seal.

Eva Bird
Notary Public

[SEAL]



STATE OF California)
) ss.
COUNTY OF ORANGE)

On 8/10/04, before me, CAROL WIECH, Notary Public,
personally appeared MIKE CLESERI,
personally known to me (~~or 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.

Witness my hand and official seal.



[SEAL]

Carol Wiech
Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public,
personally appeared _____,
personally known to me (or 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.

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

The Premises are located in the County of Orange, State of California, described as follows:

PARCEL 1:

That portion of the Southeast quarter of Section 28, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California, as per map recorded in Book 51 page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Avenue, west 190.00 feet from the Southeast corner of said Sections; thence West 300.00 feet along said center line; thence North parallel with and West 490.00 feet from the East line of said section to the South line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said south line to the southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

EXCEPT the West 170.00 feet thereof.

Parcel 2:

The East 70.00 feet of the West 170.00 feet of that portion of the Southeast quarter of Section 28, Township 3 South, Range 10 west, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California as per map recorded in Book 51 page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Ave., West 190.00 feet from the Southeast corner of said section; thence west 300.00 feet along said center lines thence North parallel with and West 490.00 feet from the East line of said section to the south line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said South line to the Southeast corner of Lot 2 in said Block 1; thence South parallel with and west 190.00 feet from the East line of said section to the point of beginning.

Assessor's Parcel Number: **032-212-15**

PENALTY OF PERJURY AFFIDAVIT
(GOVERNMENT CODE 27361.7)

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of the Notary: Carol Wiech

Date Commission expires: Feb. 16, 2007

County Where Bond is Filed: Orange

Commission No.: 1396685 Manufacturer/Vendor No.: VSI1

Place of Execution: Irvine, Ca. Date: August 12, 2004

Signature:  _____
LAWYERS TITLE COMPANY

I further certify under the penalty of perjury that the illegible portion of the document to which this statement is attached reads as follows (if applicable):

Date: August 12, 2004

Signature: _____
LAWYERS TITLE COMPANY

PENALTY OF PERJURY AFFIDAVIT
(GOVERNMENT CODE 27361.7)

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of the Notary: Eva Bird

Date Commission expires: Jan. 27, 2006

County Where Bond is Filed: Orange

Commission No.: 1341508 Manufacturer/Vendor No.: NNA1

Place of Execution: Irvine, Ca. Date: August 12, 2004

Signature: 
LAWYERS TITLE COMPANY

I further certify under the penalty of perjury that the illegible portion of the document to which this statement is attached reads as follows (if applicable):

Date: August 12, 2004

Signature: _____
LAWYERS TITLE COMPANY

STANDARD COVERAGE
POLICY OF TITLE INSURANCE

ISSUED BY

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land; and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest:

J. H. D. Webb

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

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

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

Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

STANDARD COVERAGE POLICY OF TITLE INSURANCE - 1990

ISSUED BY

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY

HOME OFFICE:
101 Gateway Centre Parkway, Gateway One
Richmond, Virginia 23235-5153

A WORD OF THANKS

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Lawyers Title
Insurance Corporation**
A LANDAMERICA COMPANY

P.O. Box 27567

Richmond, Virginia 23261-7567

TOLL FREE NUMBER: 1-800-446-7086

CONDITIONS AND STIPULATIONS - CONTINUED

expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time of loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss of damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for the loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an insured under, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provisions of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

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

16. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The Amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amounts of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts

a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

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

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment thereof.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and

CONTROL NO.: B18-0019505

continued on next page of cover sheet

POLICY OF TITLE INSURANCE
Issued by
Lawyers Title Insurance Corporation
SCHEDULE A

Policy/File No.: **05313437**

Amount of Insurance: **\$1,200,000.00**

Premium: **\$3,170.00**

Date of Policy: **August 12, 2004 at 3:02 pm**

1. Name of Insured:

Fullerton Redevelopment Agency, a public body, corporate and politic

2. The estate or interest in the land described herein and which is covered by this policy is:

A leasehold as created by that certain lease dated July 6, 2004, executed by Ronald F. Miller and Ronnie D. Miller, as Co-Trustees of the Ronald F. Miller Family Trust, as lessor and Fullerton Redevelopment Agency, a public body, corporate and politic, as lessee, as referenced in the document entitled "Memorandum of Lease and Purchase Agreement", which was recorded August 12, 2004 as Instrument No. 2004000732754 of Official Records, for the term and upon and subject to all the provisions contained in said document, and in said lease.

3. The estate or interest referred to herein is at the Date of Policy vested in:

Fullerton Redevelopment Agency, a public body, corporate and politic

4. The land referred to in this policy is situated in the County of Orange, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

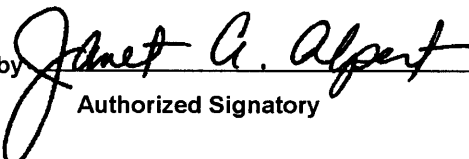
by 
Authorized Signatory

EXHIBIT "A"

All that certain real property situated in the County of Orange, State of California, described as follows:

PARCEL 1:

That portion of the Southeast quarter of Section 28, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Avenue, west 190.00 feet from the Southeast corner of said Sections; thence West 300.00 feet along said center line; thence North parallel with and West 490.00 feet from the East line of said section to the South line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said south line to the southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

EXCEPT the West 170.00 feet thereof.

PARCEL 2:

The East 70.00 feet of the West 170.00 feet of that portion of the Southeast quarter of Section 28, Township 3 South, Range 10 west, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Ave., West 190.00 feet from the Southeast corner of said section; thence west 300.00 feet along said center lines thence North parallel with and West 490.00 feet from the East line of said section to the south line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said South line to the Southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

Assessor's Parcel Number: **032-212-15**

SCHEDULE B
EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

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

END OF SCHEDULE B - PART I

**SCHEDULE B
PART II**

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2004 – 2005 which are a lien not yet payable.
- B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
 - 1. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in deed
Recorded: March 8, 1889 in Book 542, Page 216 of Deeds
 - 2. An easement for the purpose shown below and rights incidental thereto as reserved in a document
Purpose: roads, railroads and ditches
Recorded: March 8, 1889 in Book 542 Page 216 of Deeds
Affects: the South 30 feet of Parcels 1 and 2
 - 3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Fullerton
Purpose: channel
Recorded: December 9, 1939 in Book 1023, Page 173 of Official Records
Affects: the Northerly portion of said land
 - 4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Southern California Edison Company
Purpose: public utilities
Recorded: October 24, 1967 as Instrument No. 16415 in Book 8413, Page 812 of Official Records
Affects: portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land
 - 5. Water rights, claims or title to water, whether or not shown by the public records.
 - 6. The matters contained in a document entitled "Landlord's Agreement" by and between Fallbrook National Bank and Ronald F. Miller and Ronnie D. Miller, recorded March 11, 1999 as Instrument No. 19990178376 of Official Records.

Reference is made to said document for full particulars.

END OF SCHEDULE B - PART II

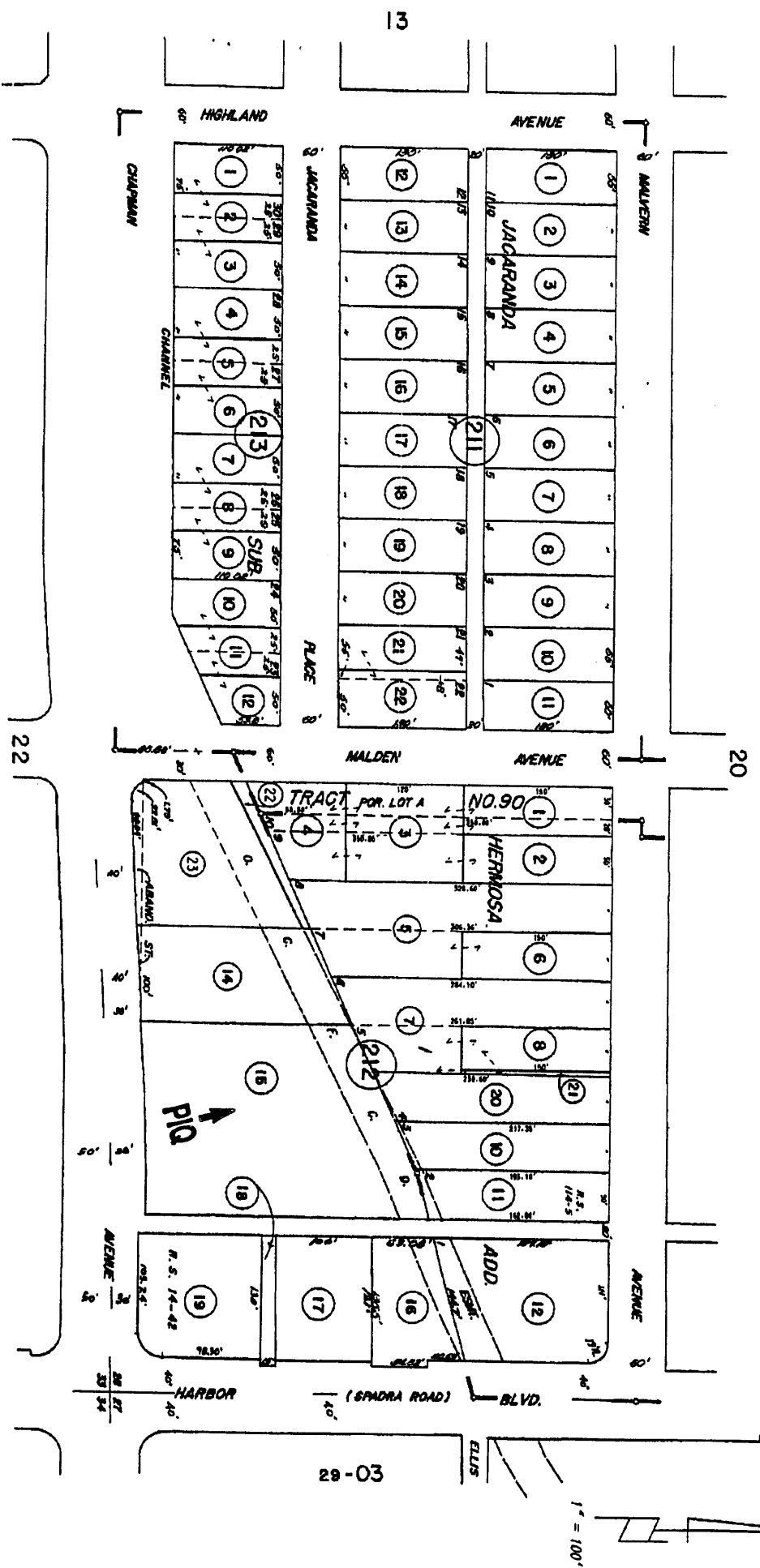
Endorsements: NONE

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO THE ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. THIS MAP IS NOT TO BE REPRODUCED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2000

FOR S.E. 1/4, S.E. 1/4, SEC. 28, T 3 S, R 10 W
 PARCELS NOT SHOWN IN THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. ALL INFORMATION CONTAINED HEREIN IS ASSUMED TO BE ACCURATE FOR THE PURPOSES OF THE DATA SHOWN. PARCELS MAY NOT BE IDENTIFIED BY PARCEL OR SUBDIVISION NUMBERS.

032-21

Description: Orange, CA Assessor Map 32.21 Page: 1 of 1
 Order: 20 Comment:



JACARANDA SUB.
 HERMOSA ADD.
 TRACT NO. 90
 MARCH 1949

M.M. 11-3
 M.M. 7-47
 M.M. 10-45

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

ASSESSOR'S MAP BOOK 032 PAGE 21 COUNTY OF ORANGE

"This plat is for your aid in locating your land with reference to streets or other parcels. While this plat is believed to be correct, the Company Assumes no liability for any loss occurring by reason of reliance thereon".

LawyersFile

Orange Countywide Oversight Board

Agenda Item No. 4f

Date: 1/23/2024

From: Successor Agency to the La Habra Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-25 ROPS and Administrative Budget for the La Habra Successor Agency

The La Habra Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-25.

The enforceable obligations included in ROPS 24-25 total \$491,138 (\$247,382 for 24-25 A and \$243,756 for 24-25 B).

RPTTF funds requested to cover trustee fees (item #13) totals \$2,500 requested for 24-25 B. There is no request for item #13 in 24-25 A. RPTTF funds for continuing disclosure fees of \$2,000 (item # 30) is requested for 24-25 B. There is no request for item # 30 in 24-25 A.

RPTTF funds totaling \$421,638 (\$214,882 for 24-25 A and \$206,756 for 24-25 B) is requested for 2016 Tax Allocation Refunding Bonds principal and interest payments (items # 43 and #44).

The La Habra Successor Agency request a total of \$65,000 for Fiscal Year 2024-25 Administration Budget as follows:

**La Habra Successor Agency
Preliminary Administrative Budget
ROPS 24-25**

Administrative Budget	FY 24-25
Salaries and benefits	
Community Development Director (5%)	12,922
Director of Finance (5%)	13,719
Housing and Econ Dev Manager (5%)	10,488
CD Secretary (5%)	5,632
Deputy Director of Finance (5%)	11,510
Annual Audit	
Attorney Fees	1,900
Consultant Fee	1,500
Administrative Overhead	7,328
Total Administrative Budget	\$ 65,000

The direct payroll of Director of Community and Economic Development, the Community Development and Economic Development Administrative Assistance (CD Secretary) is budgeted at 5%. The percentages account for time spent participating in meetings, and reviewing and approving staff reports and other items related to Successor Agency business.

The direct payroll of the Housing and Economic Development Manager is budgeted at 5%. The cost represents time expected to spend on Successor Agency related affairs such as processing, coordinating and negotiating disposition of remaining properties, preparing staff reports, attending and presenting reports to the Successor Agency as well as Oversight Board.

The direct payroll of the Deputy Director of Finance is budgeted at 5%. The cost represents time expected to spend on preparing, reconciling, and submitting ROPS and Prior Period Adjustment Form required by the County and the State Department of Finance (DOF). This cost also accounts for time spent on coordinating and responding to the County and DOF when questions arise in the ROPS reviewing process.

The direct payroll of the Finance Director is budgeted at 5%. The cost represents time spent participating in meetings and reviewing and approving documents related to the Successor Agency.

The attorney fee of \$1,900 is budgeted for FY 2024-25. It represents a retainer fee for potential legal services relating to Successor Agency's affairs such as disposal of property, ROPS Meet and Confer, etc.

The consultant fee of \$1,500 represents the cost for property tax consulting services such as tax increment projections, cash flow projections, and monitor distribution of tax-sharing revenues. This cost is allocated to the Successor agency based on the proportionate share of the Successor Agency assessed property values to the entire City's assessed property values, which is approximately 10%.

Administrative overhead of \$7,328 represents administrative support services provided by the City to the Successor Agency such as City Council, City Manager, City Clerk, and financial services (accounting, banking, accounts payable, etc.).

The Successor Agency approved a Resolution No. XXX, on January 16, 2024 approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2024- June 30, 2025. A motion was approved to forward the Recognized Obligation Payment Schedule to the Countywide Oversight Board for approval.

Impact on Taxing Entities

The proposed ROPS 24-25 will reduce RPTTF to the taxing entities in the amount of \$491,138. This amount is equal to the total RPTTF request for 24-25 A and 24-25 B as outlined through enforceable obligations and administrative cost.

Staff Contact(s)

Miranda Cole-Corona, Economic Development and Housing Manager
mcole@lahabraca.gov
(562) 383-4110

Attachments

1. Proposed Countywide Oversight Board Resolution

2. ROPS 24-25
3. Placeholder for Pending Successor Agency Resolution

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-013**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE LA HABRA REDEVELOPMENT
AGENCY *APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS)*
24-25 A-B FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025,
INCLUDING THE FY 24-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL
TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE (DOF) PURSUANT TO
DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the La Habra Redevelopment Agency (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of La Habra (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the La Habra Redevelopment (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 24-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 24-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 24-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 24-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 24-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 24-25 A-B submitted therewith and incorporated by this reference, including the FY 24-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of La Habra’s Finance Director or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

RESOLUTION NO. SA 2024-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025 (ROPS 24-25) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(l) AND 34177(o)

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of La Habra ("Successor Agency") elected to become the Successor Agency to the Redevelopment Agency of the City of La Habra by Resolution No. 5508 on January 12, 2012; and

WHEREAS, Health and Safety Code Section 34177(l)(2), as modified by the Supreme Court decision in California Redevelopment Association, et al. v. Ana Matosantos, et al., Case No S194861 and Section 34177 (m), requires the Successor Agency to prepare a Recognized Obligation Payment Schedule ("ROPS"); and

WHEREAS, Senate Bill 107 changed the ROPS period from six months to twelve months from July 1 to June 30 of each year. To maintain continuity of Redevelopment Property Tax Trust Fund (RPTTF) distributions, the annual ROPS will continue to separate the A Period (July 1 through December 31) and the B Period (January 1 through June 30); and

WHEREAS, pursuant to Health and Safety Code Section 34177(m)(1)(A), provides that the Successor Agency shall complete the ROPS in the manner provided by the California State Department of Finance (DOF). Pursuant to Health and Safety Code Section 34177(l)(2), the Successor Agency is required to prepare the ROPS covering the period of July 1, 2024 through June 30, 2025 (ROPS 24-25). The DOF released the ROPS 24-25 template on November 15, 2023 and all successor agencies must submit their ROPS to the DOF by February 1, 2024; and

WHEREAS, pursuant to Health and Safety Code Section 34179.7(o)(1), the ROPS 24-25 will cover the period of July 1, 2024 through June 20, 2025; successor agencies must submit an oversight board approved annual ROPS to the DOF and the County Auditor-Controller by February 1, 2024; and

WHEREAS, Health and Safety Code Section 34177(l)(2) requires the Successor Agency to submit the ROPS to the Orange Countywide Oversight Board for approval; and

WHEREAS, Health and Safety Code Section 34180(g) requires the Orange Countywide Oversight Board to approve the Successor Agency's establishment of the ROPS prior to the Successor Agency acting upon the ROPS; and

WHEREAS, pursuant to Health and Safety Code Section 34177(1)(2), the Successor Agency is required to submit a copy of the ROPS approved by the Orange Countywide Oversight Board, the Orange County Auditor Controller, the California State Controller and the California State Department of Finance, and to post the ROPS on the Successor Agency's website.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LA HABRA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA Compliance. The approval of the ROPS through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The Successor Agency Secretary is authorized and directed to file Notice of Exemption with the appropriate official of the County of Orange, California within five (5) days following the date of adoption of this Resolution.

Section 3. Approval of ROPS. The Successor Agency hereby approves and adopts the ROPS, in substantially the form attached to this Resolution as Attachment 1, as required by Health and Safety Code Section 34177.

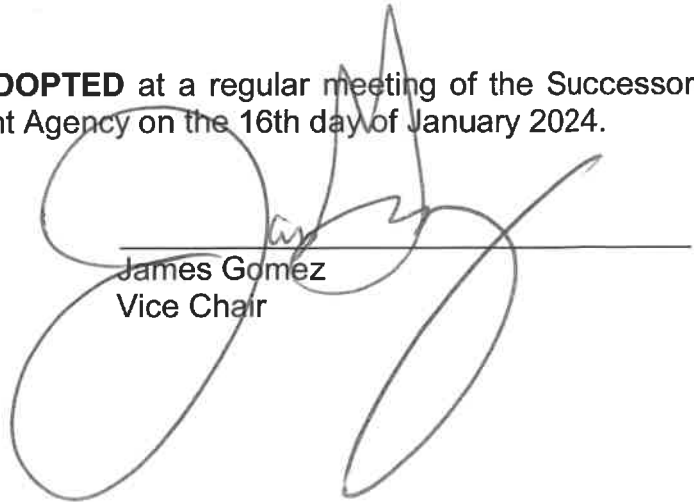
Section 4. Transmittal of ROPS. The City Manager/Executive Director is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the ROPS, including submitting the ROPS approved by the Successor Agency to the Orange Countywide Oversight Board for approval and subsequent submittal to the Orange County Auditor Controller, the California State Controller, and the California State Department of Finance along with the posting of the ROPS on the Successor Agency's website, and making any non-substantive changes to the ROPS required by the Orange Countywide Oversight Board or the Department of Finance.

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Certification. The Successor Agency Secretary shall certify to the adoption of this Resolution.


Section 7. Effective Date. This Resolution shall be effective immediately upon approval by the Successor Agency.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency to the La Habra Redevelopment Agency on the 16th day of January 2024.



James Gomez
Vice Chair

ATTEST:



Rhonda J. Barone, CMC
Secretary

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss
CITY OF LA HABRA }

I, Rhonda J. Barone, CMC, Secretary for the Successor Agency to the La Habra Redevelopment Agency, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2024-01 introduced and adopted at a regular meeting of the Successor Agency to the La Habra Redevelopment Agency held on the 16th day of January, 2024.

AYES: DIRECTORS: Nigsarian, Espinoza, Gomez, Medrano
NOES: DIRECTORS: None
ABSTAIN: DIRECTORS: None
ABSENT: DIRECTORS: Simonian

Witness my hand and the official seal of the City of La Habra this 16th day of January, 2024.


Rhonda J. Barone, CMC
Secretary

Attachment 1

**Recognized Obligation Payment Schedule
July 1, 2024 through June 30, 2025**

[Attached behind this cover page]

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: La Habra

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 247,382	\$ 243,756	\$ 491,138
F RPTTF	214,882	211,256	426,138
G Administrative RPTTF	32,500	32,500	65,000
H Current Period Enforceable Obligations (A+E)	\$ 247,382	\$ 243,756	\$ 491,138

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

La Habra
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$3,100,994		\$491,138	\$-	\$-	\$-	\$214,882	\$32,500	\$247,382	\$-	\$-	\$-	\$211,256	\$32,500	\$243,756
12	1001 Imperial purch Loan Interest	City/County Loan (Prior 06/28/11), Property transaction	06/15/2009	07/05/2038	City of La Habra	Promissory Note (Due in June 2014)	LHRA	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
13	Trustee Fees	Fees	11/01/2000	10/01/2032	Bank of New York	Trustee Fees	LHRA	2,500	N	\$2,500	-	-	-	-	-	\$-	-	-	-	2,500	-	\$2,500
24	Administrative Costs	Admin Costs	01/01/2014	10/01/2032	Various	Operations	LHRA	65,000	N	\$65,000	-	-	-	-	32,500	\$32,500	-	-	-	-	32,500	\$32,500
30	General Operations	Fees	06/01/2011	10/01/2032	Various	Operations	LHRA	2,000	N	\$2,000	-	-	-	-	-	\$-	-	-	-	2,000	-	\$2,000
43	2016 Tax Allocation Refunding Bonds Principal	Bonds Issued After 12/31/10	12/13/2016	10/01/2032	Bank of New York	Bond Obligation	LHRA	2,577,500	N	\$325,000	-	-	-	162,500	-	\$162,500	-	-	-	162,500	-	\$162,500
44	2016 Tax Allocation Refunding Bonds Interest	Bonds Issued After 12/31/10	12/13/2016	10/01/2032	Bank of New York	Bond Obligation	LHRA	453,994	N	\$96,638	-	-	-	52,382	-	\$52,382	-	-	-	44,256	-	\$44,256

La Habra
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	2,228	145,544	-	6,568	407,974	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	-	297,600	-	(367)	1,585,587	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	-	290,000	-	-	1,585,526	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	-	-	-	-	405,030	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			3,005	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$2,228	\$153,144	\$-	\$6,201	\$-	

La Habra
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
12	
13	
24	
30	
43	
44	

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: La Habra

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 247,382	\$ 243,756	\$ 491,138
F RPTTF	214,882	211,256	426,138
G Administrative RPTTF	32,500	32,500	65,000
H Current Period Enforceable Obligations (A+E)	\$ 247,382	\$ 243,756	\$ 491,138

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

La Habra
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$3,100,994		\$491,138	\$-	\$-	\$-	\$214,882	\$32,500	\$247,382	\$-	\$-	\$-	\$211,256	\$32,500	\$243,756
12	1001 Imperial purch Loan Interest	City/County Loan (Prior 06/28/11), Property transaction	06/15/2009	07/05/2038	City of La Habra	Promissory Note (Due in June 2014)	LHRA	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
13	Trustee Fees	Fees	11/01/2000	10/01/2032	Bank of New York	Trustee Fees	LHRA	2,500	N	\$2,500	-	-	-	-	-	\$-	-	-	-	2,500	-	\$2,500
24	Administrative Costs	Admin Costs	01/01/2014	10/01/2032	Various	Operations	LHRA	65,000	N	\$65,000	-	-	-	-	32,500	\$32,500	-	-	-	-	32,500	\$32,500
30	General Operations	Fees	06/01/2011	10/01/2032	Various	Operations	LHRA	2,000	N	\$2,000	-	-	-	-	-	\$-	-	-	-	2,000	-	\$2,000
43	2016 Tax Allocation Refunding Bonds Principal	Bonds Issued After 12/31/10	12/13/2016	10/01/2032	Bank of New York	Bond Obligation	LHRA	2,577,500	N	\$325,000	-	-	-	162,500	-	\$162,500	-	-	-	162,500	-	\$162,500
44	2016 Tax Allocation Refunding Bonds Interest	Bonds Issued After 12/31/10	12/13/2016	10/01/2032	Bank of New York	Bond Obligation	LHRA	453,994	N	\$96,638	-	-	-	52,382	-	\$52,382	-	-	-	44,256	-	\$44,256

La Habra
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	2,228	145,544	-	6,568	407,974	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	-	297,600	-	(367)	1,585,587	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	-	290,000	-	-	1,585,526	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	-	-	-	-	405,030	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			3,005	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$2,228	\$153,144	\$-	\$6,201	\$-	

La Habra
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
12	
13	
24	
30	
43	
44	

Orange Countywide Oversight Board

Agenda Item No. 4g

Date: 01/23/2024

From: Successor Agency to the City of Orange Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-25 ROPS and Administrative Budget for the City of Orange Successor Agency

The City of Orange Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-2025.

The enforceable obligations included in the Annual ROPS are outstanding obligations and debts, for a request of \$2,364,155 from the Redevelopment Property Tax Trust Fund (RPTTF) distribution.

The Administrative Budget is \$55,000.

Resolution No. SAORA-037 was adopted on January 9, 2024 by the Governing Board of the Successor Agency to the Orange Redevelopment Agency. The City Council approved the Recognized Obligation Payment Schedule for the fiscal period covering July 1, 2024 through June 30, 2025 (ROPS 24-25), pursuant to Health and Safety Code Section 34177, and taking certain related actions.

Impact on Taxing Entities

The preparation and submittal of the ROPS 24-25 allows the Successor Agency to pay its enforceable obligations for the period from July 1, 2024 through June 30, 2025. Items listed on the ROPS 24-25 will be included in the City's FY 24-25 Annual Budget. The ROPS 24-25 shall become operative after it is approved by the Oversight Board and the State of California Department of Finance.

Attachments

- ROPS 24-25 for the July 1, 2024 to June 2025
- Successor Agency Governing Board Resolution No. SAORA-037

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-014**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH OVERSIGHT OF THE SUCCESSOR AGENCY TO THE CITY OF ORANGE *APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] FY 24-25 A-B* FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, INCLUDING THE FY 24-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the City of Orange (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Orange (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the City of Orange (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the FY 24-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS FY 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 24-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 24-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 24-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 23-24 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 24-25 A-B submitted therewith and incorporated by this reference, including the FY 24-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Orange’s Finance Director or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Orange City

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 1,561,300	\$ 802,855	\$ 2,364,155
F RPTTF	1,533,800	775,355	2,309,155
G Administrative RPTTF	27,500	27,500	55,000
H Current Period Enforceable Obligations (A+E)	\$ 1,561,300	\$ 802,855	\$ 2,364,155

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Orange City
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	O	P	Q	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)		24-25A Total	ROPS 24-25B (Jan - Jun)		24-25B Total
											Fund Sources			Fund Sources		
											RPTTF	Admin RPTTF		RPTTF	Admin RPTTF	
								\$23,088,300		\$2,364,155	\$1,533,800	\$27,500	\$1,561,300	\$775,355	\$27,500	\$802,855
4	2008 A&B and 2014A Bonds	Admin Costs	05/22/2012	09/01/2037	Richards,Watson & Gershon	Bond counsel	Orange Merged	11,500	N	\$2,000	-	1,000	\$1,000	-	1,000	\$1,000
61	2008 Tax Allocation Bonds Series B	Bonds Issued On or Before 12/31/10	05/01/2008	05/01/2038	US Bank	To fund Orange Merged & Amended	Orange Merged	2,300,000	N	\$641,655	328,800	-	\$328,800	312,855	-	\$312,855
70	Successor Agency Administrative Costs	Admin Costs	08/16/1983	07/05/2039	various	Costs for maintaining Successor Agency operations	Orange Merged	250,000	N	\$38,100	-	19,050	\$19,050	-	19,050	\$19,050
128	2014 Tax Allocation Refunding Bonds Series A	Bonds Issued After 12/31/10	12/04/2014	09/01/2023	US Bank	2014 Bond Refunding of the 1997 Tax Allocation Parity Bonds, Series A and the 2003 Tax Allocation Refunding Bonds, Series A. DOF approved Resolution No. OB-0055 that authorized the bond refunding and issuance.	Orange Merged	-	Y	\$-	-	-	\$-	-	-	\$-
130	2018 Tax Allocation Refunding Bonds Series A	Bonds Issued After 12/31/10	07/12/2018	09/01/2036	US Bank	2018 Bond Refunding of the 2008 Tax Allocation Bonds, Series A. DOF approved Resolution No. OB-0078 that authorized the bond refunding and issuance.		20,375,000	N	\$1,667,500	1,205,000	-	\$1,205,000	462,500	-	\$462,500
131	2008B & 2018A Bonds	Admin Costs	06/01/1997	09/01/2036	US Bank	Fiscal agent fees		80,400	N	\$6,500	-	3,250	\$3,250	-	3,250	\$3,250
132	2008B & 2018A Bonds	Admin Costs	06/01/1997	09/01/2036	Willdan	Bonds disclosure/arbitrage fees		71,400	N	\$8,400	-	4,200	\$4,200	-	4,200	\$4,200

Orange City
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	2,494	4	631,420	4,916	-	E1: ROPS 18-19 PPA \$495,888; 19-20 PPA \$135,532
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	4	12		91,718	5,152,444	G2: ROPS 21-22 approved for distribution
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	2	16	495,888	33,871	5,041,658	G3: E3 + G3 + G4 = \$5,640,045 actual expense reported in PPA ; F3: Interest received \$18,376 + Loan Repayment \$73,342
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			143,818	8,286	102,500	G4: 2014A (3655000/2) 21-22B - (3480000/2)20-21 B ; 2008B (465000/2) 21-22B - (435000/2) 20-21B
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			8,286	ROPS 21-22 PPA
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$2,496	\$-	\$(8,286)	\$54,477	\$-	

Orange City
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
4	
61	
70	
128	
130	
131	
132	

Orange Countywide Oversight Board

Agenda Item No. 4h

Date: 1/23/2024

From: Successor Agency to the Placentia Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-25 ROPS and Administrative Budget for the Placentia Successor Agency

The Placentia Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-25.

Pursuant to Health and Safety Code (“HSC”) 34177 (l), successor agencies are required to prepare and submit a Recognized Obligation Payment Schedule (“ROPS”) detailing each enforceable obligation that requires property tax revenue to satisfy debt of the former Redevelopment Agency for a twelve-month reporting period. ROPS 24-25, covering the period of July 1, 2024 through June 30, 2025, must be approved by the Countywide Oversight Board of the County of Orange (“Countywide Oversight Board”) and submitted to the State Department of Finance (“DOF”) no later than February 1, 2024. If the ROPS is not submitted by the deadline, the City is subject to a \$10,000 fine for every day the ROPS is late and the administrative cost allowance for the Successor Agency is reduced by 25% after 10 days. At this time, Staff has prepared the ROPS 24-25 for the Orange Countywide Oversight Board’s review and approval.

On January 9, 2024, the Successor Agency to the Redevelopment Agency of the City of Placentia unanimously (4-0-1) approved the Recognized Obligation Payment Schedule (ROPS 24-25) and Administrative Budget for July 1, 2024 through June 30, 2025 (Attachment No. 2). This action respectfully requests that the Orange Countywide Oversight Board review and approve the ROPS 24-25 and Administrative Budget for the Placentia Successor Agency, which covers the twelve-month reporting period of July 1, 2024 through June 30, 2025 (Attachment No. 1).

The ROPS 24-25 expenditures to be paid from the Redevelopment Property Tax Trust Fund (RPTTF) total \$1,489,670. Non-administrative enforceable obligations total \$1,439,670 and the administrative overhead request totals \$50,000 (Attachment No. 3). The administrative overhead request is within the total allocation the Successor Agency is authorized to receive pursuant to Health and Safety Code 34171.

Impact on Taxing Entities

RPTTF FUNDED NON-ADMIN OBLIGATIONS:	\$1,439,670
RPTTF FUNDED ADMINISTRATIVE OVERHEAD:	\$ 50,000
TOTAL ROPS 23-24 EXPENDITURE REQUEST:	\$1,489,670

Per the request of the Orange Countywide Oversight Board, the Successor Agency has also provided the following additional attachments for reference:

Attachment No. 4 represents the ROPS 23-24 expenditures to be paid from the Redevelopment Property Tax Trust Fund (RPTTF) total \$1,628,035. Non-administrative enforceable obligations total \$1,469,576 while the administrative overhead request totals \$50,000. The administrative overhead request represents the total allocation the Successor Agency is authorized to receive pursuant to Health and Safety Code

34171. Attachment No. 5 is the Department of Finance's (DOF) response to the ROPS 23-24 submission. DOF approved the RPTTF distribution for this reporting period in the amount of \$1,494,727.

Attachment No. 6 represents the ROPS 22-23 expenditures to be paid from the Redevelopment Property Tax Trust Fund (RPTTF) total \$2,116,731. Non-administrative enforceable obligations total \$1,965,589 while the administrative overhead request totals \$151,142. The administrative overhead request represents the total allocation the Successor Agency is authorized to receive pursuant to Health and Safety Code 34171. Attachment No. 5 is the Department of Finance's (DOF) response to the ROPS 22-23 submission. DOF approved the RPTTF distribution for this reporting period in the amount of \$1,995,197.

Agency Contact

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City of Placentia
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Attachments

- Attachment No. 1: Oversight Board Resolution Approving Annual Recognized Obligation Payment Schedule 24-25 A-B and Administrative Budget
- Attachment No. 2: Approved Placentia Successor Agency Resolution No. RSA-2024-01 for Recognized Obligation Payment Schedule 24-25 A-B
- Attachment No. 3: Administrative Budget Line Item and Description for 24-25
- Attachment No. 4: Recognized Obligation Payment Schedule (ROPS) 23-24 and Admin Budget
- Attachment No. 5: Department of Finance Letter on ROPS 23-24
- Attachment No. 6: Recognized Obligation Payment Schedule (ROPS) 22-23 and Admin Budget
- Attachment No. 7: Department of Finance Letter of ROPS 22-23

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-015**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE CITY OF PLACENTIA
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] 24-25 A-B
FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024 TO JUNE 30, 2025, INCLUDING
THE FY 2024-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL TO, AND
REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO
DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the City of Placentia (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Placentia (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Placentia (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 24-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 24-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 24-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 24-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 24-25 A-B submitted therewith and incorporated by this reference, including the FY 2024-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Placentia’s Director of Finance or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: Placentia

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 579,686	\$ 909,984	\$ 1,489,670
F RPTTF	554,686	884,984	1,439,670
G Administrative RPTTF	25,000	25,000	50,000
H Current Period Enforceable Obligations (A+E)	\$ 579,686	\$ 909,984	\$ 1,489,670

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Placentia
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$9,870,633		\$1,489,670	\$-	\$-	\$-	\$554,686	\$25,000	\$579,686	\$-	\$-	\$-	\$884,984	\$25,000	\$909,984
4	2003 COPs City Reimbursement (Refunded by 2022 Lease Agreement)	Miscellaneous	06/01/2022	01/01/2027	City of Placentia	Amended & Restated Reimbursement Agreement	Merged	1,220,326	N	\$400,551	-	-	-	386,861	-	\$386,861	-	-	-	13,690	-	\$13,690
9	Trustee Fees	Fees	07/01/2014	08/01/2032	US Bank	Trustee Fees for US Bank bond proceed holder	Merged	20,250	N	\$2,250	-	-	-	2,250	-	\$2,250	-	-	-	-	-	\$-
15	Administrative Overhead	Admin Costs	07/01/2016	08/01/2032	City of Placentia	Allocated overhead for SA/OB operations	Merged	275,000	N	\$50,000	-	-	-	-	25,000	\$25,000	-	-	-	-	25,000	\$25,000
19	Bond Administration	Fees	08/19/2008	12/31/2032	Kosmont Transactions Services	Continuing disclosure 2013 Bonds	Merged	11,250	N	\$1,250	-	-	-	1,250	-	\$1,250	-	-	-	-	-	\$-
29	2013 Tax Allocation Refund Bond	Refunding Bonds Issued After 6/27/12	12/03/2013	08/01/2032	US Bank	2013 Tax Allocation Refund Bond	Merged	1,638,807	N	\$315,619	-	-	-	164,325	-	\$164,325	-	-	-	151,294	-	\$151,294
32	2013 Tax Allocation Refund Bond	Reserves	12/03/2013	08/01/2032	US Bank	2013 Bond Debt Service Reserve	Merged	6,705,000	N	\$720,000	-	-	-	-	-	\$-	-	-	-	720,000	-	\$720,000
36	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2023	City of Placentia	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	Merged	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

Placentia
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.		23	-	37,583		
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller		115		31,703	2,096,348	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)			-	9,482	1,970,275	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			126,073	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$138	\$-	\$59,804	\$-	

Placentia
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
4	2003 COP was refunded for savings by the 2022 Lease Agreement issued June 2022
9	
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Successor Agency to the Redevelopment Agency of the City of Placentia

Administrative Budget

July 1, 2024 – June 30, 2025

Administrative Allowance

Staff Costs	Annual % of Staff Time	July 1 – Dec 31 2024	Jan 1 – Jun 30 2025	Annual SA Staff Costs
Director of Finance	1.0%	1,500	1,500	3,000
Assistant to the CA/Econ. Dev. Mgr.	5%	3,000	3,000	6,000
Senior Financial Analyst	8%	4,500	4,500	9,000
Accounting Technician – Payroll	1%	3,500	3,500	7,000
Deputy City Clerk	2%	1,000	1,000	2,000
Executive Assistant	2%	1,000	1,000	2,000
Sub-Total		\$14,500	\$14,500	\$29,000
Legal Costs		July 1 – Dec 31 2024	Jan 1 – Jun 30 2025	Annual SA Costs
Jones & Mayer		\$5,000	\$5,000	\$10,000
Sub-Total		\$5,000	\$5,000	\$10,000
Consulting Costs		July 1 – Dec 31 2024	Jan 1 – Jun 30 2025	Annual SA Costs
Kosmont & Companies		\$5,000	\$5,000	\$10,000
Sub-Total		\$5,000	\$5,000	\$10,000
Indirect Costs	FY 2024/25 Costs	July 1 – Dec 31 2024	Jan 1 – Jun 30 2025	Annual SA Costs
Auditors and CAFR Preparation	\$80,000	\$200	\$200	\$400
Maintenance of LaserFische (document management system)	\$10,260	\$90	\$90	\$180
Maintenance of BiTech (accounting system)	\$43,000	\$70	\$70	\$140
Maintenance of Misc Systems (Microsoft, Adobe and Apple License)	\$39,700	\$60	\$60	\$120
General Office and Maintenance Supplies	\$12,000	\$45	\$45	\$90
Copiers & Computer Equipment Maintenance	\$80,000	\$35	\$35	\$70
Sub-Total		\$500	\$500	\$1,000
Total Budget		\$25,000	\$25,000	\$50,000
SUCCESSOR AGENCY BUDGET REQUEST		\$25,000	\$25,000	\$50,000

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Placentia
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 37,583	\$ -	\$ 37,583
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	37,583	-	37,583
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 633,271	\$ 957,181	\$ 1,590,452
F RPTTF	572,833	896,743	1,469,576
G Administrative RPTTF	60,438	60,438	120,876
H Current Period Enforceable Obligations (A+E)	\$ 670,854	\$ 957,181	\$ 1,628,035

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Ward L. Smith, Chairman
 Name Title

/s/ Ward L. Smith 1/10/23
 Signature Date

Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

A	B	C				E			F	G	H
		D		Fund Sources							
		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Comments					
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin					
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.				37,583	-					
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller		23			1,954,111					
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)					1,859,405					
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)										
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC			No entry required		94,706					
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$23	\$-	\$37,583	\$-				\$-	

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
4	
9	Trustee Fees
15	
19	
29	
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36	
37	



Transmitted via e-mail

March 17, 2023

Jeannette Ortega, Economic Development Manager
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Placentia Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 25, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance approves all of the items listed on the ROPS 23-24 at this time. However, Finance notes the following:

- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 Redevelopment Property Tax Trust Fund (RPTTF) distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$1,494,727, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

This is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Joshua Mortimer, Supervisor, or Jeremy Bunting, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Damien Arrula, City Administrator, City of Placentia
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County
Kathy Tavoularis, Countywide Oversight Board Representative

Approved RPTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTF Requested	\$ 572,833	\$ 896,743	\$ 1,469,576
Administrative RPTF Requested	60,438	60,438	120,876
Total RPTF Requested	633,271	957,181	1,590,452
RPTF Authorized	572,833	896,743	1,469,576
Administrative RPTF Authorized	60,438	60,438	120,876
ROPS 20-21 Prior Period Adjustment (PPA)	(95,725)	0	(95,725)
Total RPTF Approved for Distribution	\$ 537,546	\$ 957,181	\$ 1,494,727

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period

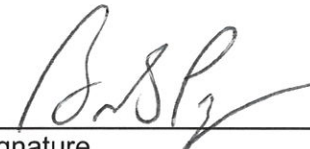
Successor Agency: Placentia
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 892,248	\$ 1,224,483	\$ 2,116,731
F RPTTF	816,677	1,148,912	1,965,589
G Administrative RPTTF	75,571	75,571	151,142
H Current Period Enforceable Obligations (A+E)	\$ 892,248	\$ 1,224,483	\$ 2,116,731

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Brian Probolsky, Chairman
 Name Title

/s/ 
 Signature Date

Placentia
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H			
								Fund Sources		
								Bond Proceeds	Reserve Balance	Other Funds
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments			
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.			580,000		-				
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller			-	37,583	2,195,253				
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)			580,000		2,108,278	2013 TARB Payment made to Fiscal Agent 1/16/2020 for Principal debt service payment due 8/1/20			
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			-	-	-				
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC			No entry required		87,225	\$19,000 to be transferred back from General Fund to RDA for unsupported transfer in FY21-22			
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$37,583	\$(250)				

Placentia
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
4	
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36	During an internal reconciliation of actuals received compared to amounts determined in the ROPS 17-18 Determination, outstanding balances was not correct. Corrections were made to the total outstanding obligation in the current ROPS
37	During an internal reconciliation of actuals received compared to amounts determined in the ROPS 17-18 Determination, outstanding balances was not correct. Corrections were made to the total outstanding obligation in the current ROPS

Successor Agency to the Redevelopment Agency of the City of Placentia
Administrative Budget
July 1, 2022 – June 30, 2023

Administrative Allowance

Staff Costs	Annual % of Staff Time	July 1 – Dec 31 2022	Jan 1 – Jun 30 2023	Annual SA Staff Costs
City Administrator	5.0%	\$10,534	\$10,534	\$21,070
Director of Finance	5.0%	\$6,534	\$6,534	\$13,068
Assistant to the CA/Econ. Dev. Mgr.	12.5%	\$12,147	\$12,147	\$24,294
Accounting Manager	7.50%	\$5,591	\$5,591	\$11,182
Senior Financial Analyst	10.0%	\$6,582	\$6,582	\$13,164
Accounting Technician – Payroll	2.0%	\$823	\$823	\$1,646
Deputy City Clerk	3.0%	\$1,381	\$1,381	\$2,762
Executive Assistant	3.0%	\$1,674	\$1,674	\$3,348
		\$45,266	\$45,266	\$90,532

Legal Costs	July 1 – Dec 31 2022	Jan 1 – Jun 30 2023	Annual SA Costs
Jones & Mayer	\$7,000	\$7,000	\$14,000
Sub-Total	\$7,000	\$7,000	\$14,000

Consulting Costs	July 1 – Dec 31 2022	Jan 1 – Jun 30 2023	Annual SA Costs
Kosmont & Companies	\$10,000	\$10,000	\$20,000
Sub-Total	\$10,000	\$10,000	\$20,000

Indirect Costs	FY 2022/23 Costs	July 1 – Dec 31 2022	Jan 1 – Jun 30 2023	Annual SA Costs
Auditors and CAFR Preparation	\$80,000	\$1,200	\$1,200	\$2,400
Property Insurance	\$55,300	\$829.50	\$829.50	\$1,659
Facility Maintenance	\$100,000	\$1,500	\$1,500	\$3,000
Taping/Broadcasting of SA meetings	\$55,800	\$837	\$837	\$1,674
Maintenance of LaserFische (document management system)	\$10,260	\$154	\$154	\$308
Maintenance of Granicus (online streaming of SA meetings)	\$22,760	\$344.50	\$344.50	\$689
Maintenance of BiTech (accounting system)	\$43,000	\$645	\$645	\$1,290
CivicPlus (City's website)	\$10,100	\$151.50	\$151.50	\$303
Maintenance of Misc Systems (Microsoft, Adobe and Apple License)	\$39,700	\$595.50	\$595.50	\$1,191
General Office and Maintenance Supplies	\$12,000	\$180	\$180	\$360

Postage	\$23,800	\$238	\$238	\$476
Telephone Services and Data Lines	\$180,000	\$2,700	\$2,700	\$5,400
Electricity	\$546,000	\$2,730	\$2,730	\$5,460
Copiers & Computer Equipment Maintenance	\$80,000	\$1,200	\$1,200	\$2,400
Sub-Total		\$13,305	\$13,305	\$26,610

Total Budget	\$75,571	\$75,571	\$151,142
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SUCCESSOR AGENCY BUDGET REQUEST	\$75,571	\$75,571	\$151,142
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Successor Agency to the Redevelopment Agency of the City of Placentia
Administrative Description
July 1, 2021 – June 30, 2022

STAFF	DESCRIPTION
City Administrator	<p>Participates in staff and consultants' meetings on Successor Agency matters</p> <p>Provides policy direction to staff and consultants</p> <p>Reviews City Council staff reports and resolutions</p> <p>Executes necessary changes to the Administrative budget as may be appropriate and/or required by law</p> <p>Reviews Countywide Oversight Board staff reports and resolutions</p> <p>Provides information to the Mayor and City Council on Successor Agency matters</p> <p>Attends Successor Agency Meetings</p> <p>Reviews all contracts associated with Successor Agency items including legal and consulting services</p>
Director of Finance	<p>Reviews payment of enforceable obligations</p> <p>Monitors cash flow to ensure sufficient revenues available for obligations</p> <p>Reviews Recognized Obligation Payment Schedule (ROPS) and Prior Period Adjustment (PPA) forms and amended ROPS (as necessary)</p> <p>Reviews annual financial statements</p> <p>Creates the Comprehensive Annual Financial Report (CAFR) reporting of Successor Agency</p> <p>Monitors Successor Agency funds and continuing disclosure requirements for bonds</p> <p>Manages cash and investments pursuant to investment policy</p> <p>Manages debt portfolio, including bond payments, continuing disclosure, and other compliance requirements</p> <p>Answers financial inquires and provide documentation requested by Successor Agency, Countywide Oversight Board, County Auditor-Controller and/or City's Independent Auditor</p> <p>Works with City's independent Auditors to review Successor Agency items and prepare financial statements as required by ABx1 26</p> <p>Responds to Department of Finance assigned analyst via various emails or phone calls. This process may take several hours to complete, depending on how descriptive the DOF analyst is and if they are familiar with Placentia Successor Agency matters. Periodically, a new DOF analyst is assigned to review the ROPS and other actions of the Successor Agency</p>
Assistant to the City Administrator/Economic Development Manager	<p>Administration and implementation of Successor Agency wind-down</p> <p>Prepares staff reports and resolutions for Successor Agency and Countywide Oversight Board Meetings</p> <p>Schedules meetings with Finance staff and consultants on Successor Agency matters and coordinate schedules to meet Department of Finance deadlines</p> <p>Maintains records and notes of staff meetings</p> <p>Attends Successor Agency and Countywide Oversight Board Meetings</p> <p>Attends Orange County Successor Agencies Representative Meetings</p> <p>Answer inquires and provide documentation requested by Successor Agency, Countywide Oversight Board, County Auditor-Controller and/or City's Independent Auditor</p> <p>Responds to Department of Finance assigned analyst via various emails or phone calls. This process may take several hours to complete, depending on how</p>

descriptive the DOF analyst is and if they are familiar with Placentia Successor Agency matters. Periodically, a new DOF analyst is assigned to review the ROPS and other actions of the Successor Agency

Accounting Manager

Process payment of enforceable obligations
Accounting for all transactions of the Successor Agency in the general ledger and annual operating budget
Collect and record loan payments via a contract with a third-party loan administrator
Monitor and project cash flow to ensure sufficient revenues for obligations and to inform staff/consultant of expected revenues
Prepares annual Recognized Obligation Payment Schedule (ROPS) and Prior Period Adjustment (PPA) forms and amended ROPS (as necessary)
Prepares Administrative Budget
Prepares annual financial statements, including accounting for assets, liabilities, revenue and expenditures for Successor Agency
Direct oversight of all bond covenants and requirements
Preparation and submittal of annual continuing disclosure documents for all bond issues
Communicates with rating agencies and bond insurers as needed
Maintains documentation of Agency Records
Answer financial inquires and provide documentation requested by Successor Agency, Countywide Oversight Board, County Auditor-Controller, Department of Finance and/or City's Independent Auditor
Works with City's independent Auditors to review Successor Agency items and prepare financial statements as required by ABx1 26
Responds to Department of Finance assigned analyst via various emails or phone calls. This process may take several hours to complete, depending on how descriptive the DOF analyst is and if they are familiar with Placentia Successor Agency matters. Periodically, a new DOF analyst is assigned to review the ROPS and other actions of the Successor Agency

Senior Financial Analyst

Employee payroll management, annual budget review and allocation of Successor Agency line items, and manages legal and consultants' contracts and payments

Accountant - Payroll

Overhead costs for employee payroll for all Successor Agency and Oversight Board matters. Overhead costs for consultants' monthly invoices for all Successor Agency and Oversight Board matters. Ensures contracts are within budget

Deputy City Clerk

Maintains comprehensive records management, ensures proper agenda noticing and posting requirements and legal advertising. Creates meeting minutes and certification of adopted resolutions. Uploads agendas and minutes onto Granicus software and LaserFische

Executive Assistant

Coordinates meetings with City Staff, Legal Counsel and Consultant as it pertains to Successor Agency and Oversight Board matters. Books conference rooms and works with Assistant to the City Administrator to prepare agenda for the meetings

LEGAL

DESCRIPTION

Jones & Mayer

Provides legal representation for the Successor Agency
Ensures legal implementation of AB 1x 26, AB1484 and SB 107 requirements
Provides general legal services, including brown act, negotiations, etc.

Reviews City Council staff reports and resolutions
Reviews Oversight staff reports and resolutions
Manage litigation (as necessary) pertaining to Successor Agency matters
Legal analysis of new legislation pertaining to Successor Agency matters

CONSULTING

DESCRIPTION

Kosmont & Companies

Assists with the administration and implementation of Successor Agency wind-down
Review staff reports and resolutions for Successor Agency and Countywide Oversight Board
Participates in meetings with Finance staff and consultants on Successor Agency matters and coordinate schedules to meet Department of Finance deadlines
Attend Successor Agency and Countywide Oversight Board Meetings
Attend Orange County Successor Agencies Representative Meetings
Answer inquires and provide documentation requested by Successor Agency, Countywide Oversight Board, County Auditor-Controller, Department of Finance and/or City's Independent Auditor
Assists with preparation and submission of Recognized Obligation Payment Schedule (ROPS) and Prior Period Adjustment (PPA) forms and amended ROPS (as necessary) to the Department of Finance

Additional Costs Not Included in Administrative Budget

Elected Officials

Mayor and City Council serving as the Successor Agency Board
City Clerk oversight
City Treasurer oversight



Transmitted via e-mail

March 18, 2022

Jeannette Ortega, Economic Development Manager
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

2022-23 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Placentia Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2022 through June 30, 2023 (ROPS 22-23) to the California Department of Finance (Finance) on January 27, 2022. Finance has completed its review of the ROPS 22-23.

Based on a sample of line items reviewed and application of the law, Finance made the following determination:

- On the ROPS 22-23 form, the Agency reported cash balances and activity for the period July 1, 2019 through June 30, 2020 (ROPS 19-20). According to our review, the Agency has a total of \$34,309 from Other Funds available to fund enforceable obligations on the ROPS 22-23. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting Redevelopment Property Tax Trust Fund (RPTTF) funding. Therefore, with the Agency's concurrence, the funding source for the following item has been reclassified in the amounts specified below:
 - Item No. 29 – 2013 Tax Allocation Refund Bond in the amount of \$360,176 is partially reclassified. Finance is approving RPTTF in the amount of \$325,867 and the use of Other Funds in the amount of \$34,309, totaling \$360,176.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 19-20 period. The ROPS 19-20 prior period adjustment (PPA) will offset the ROPS 22-23 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$1,995,197, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2022 through December 31, 2022 period (ROPS A period), and one distribution for the January 1, 2023 through June 30, 2023 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 22-23 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 22-23 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 22-23, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

The Agency must use the RAD App to complete and submit its Meet and Confer request form.

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 22-23. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 22-23 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 22-23 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Jeannette Ortega
March 18, 2022
Page 3

Please direct inquiries to Joshua Mortimer, Supervisor, or Rachel Lynch, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Damien Arrula, City Administrator, City of Placentia
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County

Approved RPTTF Distribution July 2022 through June 2023			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 816,677	\$ 1,148,912	\$ 1,965,589
Administrative RPTTF Requested	75,571	75,571	151,142
Total RPTTF Requested	892,248	1,224,483	2,116,731
RPTTF Requested	816,677	1,148,912	1,965,589
<u>Adjustment(s)</u>			
Item No. 29	(34,309)	0	(34,309)
RPTTF Authorized	782,368	1,148,912	1,931,280
Administrative RPTTF Authorized	75,571	75,571	151,142
ROPS 19-20 prior period adjustment (PPA)	(87,225)	0	(87,225)
Total RPTTF Approved for Distribution	\$ 770,714	\$ 1,224,483	\$ 1,995,197

Placentia

ROPS 2021-22 Annual

[Summary](#)[Detail](#)[Cash Balances](#)[Submission](#)

Requested Funding for Obligations		21-22A Total	21-22B Total	ROPS Total
A	Obligations Funded as Follows (B+C+D)	0	0	0
B	Bond Proceeds	0	0	0
C	Reserve Balance	0	0	0
D	Other Funds	0	0	0
E	Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	646,610	1,455,916	2,102,526
F	RPTTF	559,945	1,369,251	1,929,196
G	Administrative RPTTF	86,665	86,665	173,330
H	Current Period Obligations (A+E)	646,610	1,455,916	2,102,526

Summary

Detail

Cash Balances

Submission

Filter

Export to Excel



Item #	Obligation Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Total Outstanding Obligation	Total Requested Funding	Notes
4	2003 COPs City Reimbursement	Miscellaneous	11/01/2003	01/01/2028	City of Placentia	Amended & Restated Reimbursement Agreement	2,926,139	417,319	
9	Trustee Fees	Fees	07/01/2014	08/01/2032	US Bank	Trustee Fees for US Bank bond proceed holder	24,750	2,250	
15	Administrative Overhead	Admin Costs	07/01/2016	08/01/2032	City of Placentia	Allocated overhead for SA/OB operations	2,079,960	173,330	
19	Bond Administration	Fees	08/19/2008	12/31/2017	Harrel & Company	Continuing disclosure 2013 Bonds	16,500	1,500	
29	2013 Tax Allocation Refund Bond	Refunding Bonds Issued After 6/27/12	12/03/2013	08/01/2032	US Bank	2013 Tax Allocation Refund Bond	2,717,963	379,451	
32	2013 Tax Allocation Refund Bond	Reserves	12/03/2013	08/01/2032	US Bank	2013 Bond Debt Service Reserve	8,720,000	650,000	
36	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2023	City of Placentia	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	730,944	239,338	
37	Real Property Transaction (110 S. Bradford Ave) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2022	City of Placentia	Real Property Transaction (110 S. Melrose) between City of Placentia and Redevelopment Agency	412,452	239,338	

July 1, 2018 through June 30, 2019

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 18-19 Cash Balances (07/01/18 - 06/30/19)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/18) RPTTF amount should exclude "A" period distribution amount					0	
2	Revenue/Income (Actual 06/30/19) RPTTF amount should tie to the ROPS 18-19 total distribution from the County Auditor-Controller		4,994			1,973,921	
3	Expenditures for ROPS 18-19 Enforceable Obligations (Actual 06/30/19)					1,393,921	
4	Retention of Available Cash Balance (Actual 06/30/19) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		4,994			580,000	
5	ROPS 18-19 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 18-19 PPA form submitted to the CAC	No entry required					
6	Ending Actual Available Cash Balance (06/30/19) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	

Orange Countywide Oversight Board

Agenda Item No. 4i

Date: 1/23/2024

From: Successor Agency to the San Juan Capistrano Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving the Annual Recognized Obligation Payment Schedule (ROPS) and Successor Agency Administrative Budget

Recommended Action:

Approve the resolution authorizing the Fiscal Year 2024-25 ROPS and Administrative Budget for the San Juan Capistrano Successor Agency.

The San Juan Capistrano Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS 24-25) and Administrative Budget for Fiscal Year 2024-25.

The ROPS 24-25 (Attachment 2) sets forth estimates of the amounts that are required to be paid by the Successor Agency in Fiscal Year 2024-25 for approved enforceable obligations. The amounts reported in the ROPS 24-25 were determined using the terms of payment set forth in the agreements associated with the approved obligations of the former redevelopment agency.

The Successor Agency's obligation payments are for payments of principal and interest on bonds that were issued by the former Redevelopment Agency or the Successor Agency, payments to private parties as the result of developer agreements or owner participation agreements, and payments associated with annual costs to administer the Successor Agency. The table below summarizes the amounts estimated for payment:

Bond payments	\$2,391,960
Development agreement payments	191,144
Administrative cost allowance	<u>152,932</u>
Total	\$2,736,036

Administrative Budget

The Successor Agency is also required to prepare an Administrative Budget for Fiscal Year 2024-25 (Attachment 3). The amount reflected in the Administrative Budget is based upon a detailed analysis of the administrative support provided by City staff to the Successor Agency and other administrative costs paid directly to third party vendors. The Administrative Budget for Fiscal Year 2024-25 reflects a reduction in the budget for administrative costs from \$169,857 (23/24) to \$152,932 (24/25) as the result of a recently updated analysis of how much staff time is actually spent in support of the Successor Agency. The Successor Agency plans to update this analysis annually, with the goal of finding further efficiencies to reduce staff costs each year.

Additional Documents Requested

As requested, this report is accompanied by the approved ROPS and administrative budgets for the past two fiscal years, as well as the letters provided by the California Department of Finance (DOF) regarding the same.

Successor Agency Approval

On January 16, 2023, the ROPS 24-25 and the Administrative Budget of the Successor Agency for Fiscal Year 2024-25 are scheduled to be presented to the San Juan Capistrano Successor Agency for consideration.

Impact on Taxing Entities

Approval of the ROPS 24-25 and the administrative budget of the San Juan Capistrano Successor Agency for Fiscal Year 2024-25 is expected to result in the distribution of over \$4,000,000 of tax increment funding to the taxing entities.

Staff Contact

Ken Al-Imam, Chief Financial Officer, City of San Juan Capistrano, kalimam@sanjuancapistrano.org

Notifications (San Juan Capistrano – Annual ROPS Submission to OB)

California Department of Finance, RedevelopmentAdministration@dof.ca.gov
Orange County Administrative Officer, Frank Kim, frank.kim@ceo.ocgov.com
Orange County Auditor-Controller's Office, PTAX@ac.ocgov.com
State Controller's Office, RDA-SDSupport@sco.ca.gov

Attachments

- Attachment 1 – Proposed Oversight Board Resolution –ROPS 24-25 (Word document)
- Attachment 2 – ROPS 24-25
- Attachment 3 – Administrative Cost Budget for July 1, 2024, through June 30, 2025
- Attachment 4 – Placeholder for Successor Agency Resolution –ROPS 24-25
- Attachment 5 – Placeholder for Successor Agency Resolution – Administrative Cost Budget for July 1, 2024, through June 30, 2025
- Attachment 6 – ROPS 23-24
- Attachment 7 – Admin Budget 23-24
- Attachment 8 – DOF letter Approving ROPS 23-24
- Attachment 9 – ROPS 22-23
- Attachment 10 – Admin Budget 22-23
- Attachment 11 – DOF letter Approving ROPS 22-23

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-016**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH OVERSIGHT OF THE SUCCESSOR AGENCY TO THE SAN JUAN CAPISTRANO COMMUNITY REDEVELOPMENT AGENCY *APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE [ROPS] 2024-25 A-B* FOR THE ANNUAL FISCAL PERIOD OF JULY 1, 2024, TO JUNE 30, 2025, INCLUDING THE FY 2024-25 ADMINISTRATIVE BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING POSTING AND TRANSMITTAL THEREOF

WHEREAS, the San Juan Capistrano Redevelopment Agency (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of San Juan Capistrano (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the San Juan Capistrano Community Redevelopment Agency (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2024-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 2024-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 2024-25 A-B, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 2024-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 2024-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”), as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 2024-25 A-B submitted therewith and incorporated by this reference, including the FY 2024-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 2024-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of San Juan Capistrano’s Chief Financial Officer or authorized designee is directed to post this Resolution, including the ROPS 2024-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: San Juan Capistrano

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 267,610	\$ 2,468,426	\$ 2,736,036
F RPTTF	191,144	2,391,960	2,583,104
G Administrative RPTTF	76,466	76,466	152,932
H Current Period Enforceable Obligations (A+E)	\$ 267,610	\$ 2,468,426	\$ 2,736,036

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total	
											Fund Sources						Fund Sources						
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
								\$25,042,933		\$2,736,036	\$-	\$-	\$-	\$191,144	\$76,466	\$267,610	\$-	\$-	\$-	\$2,391,960	\$76,466	\$2,468,426	
3	2008 Tax Allocation Bonds, Series A	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Projects in the Central Project Area consistent with the Redevelopment Plan	Central	6,299,712	N	\$642,660	-	-	-	-	-	\$-	-	-	-	642,660	-	\$642,660	
4	2008 Tax Allocation Bonds, Series B (Taxable)	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Affordable Housing Projects	Central	9,199,691	N	\$945,075	-	-	-	-	-	\$-	-	-	-	945,075	-	\$945,075	
9	Agreement-TCAG Ford	OPA/DDA/Construction	10/19/2010	03/01/2036	Tuttle Click Automotive Group (TCAG, Inc.)	Elimination of Blight/Business Retention	Central	191,144	N	\$191,144	-	-	-	191,144	-	\$191,144	-	-	-	-	-	\$-	
28	Administrative Cost Allowance	Admin Costs	07/01/2014	07/12/2036	City of San Juan Capistrano	3 allowance for administrative costs incurred.	Central	1,988,106	N	\$152,932	-	-	-	-	76,466	\$76,466	-	-	-	-	-	76,466	\$76,466
52	Costs associated with selling properties (appraisals, surveys, etc.)	Property Dispositions	09/27/2016	09/27/2017	DMG, Inc.	Appraisal of properties that are to be sold and the proceeds distributed to the taxing entities	Central	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-	
53	2018 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	08/23/2018	02/01/2033	U.S. Bank, N.A.	Principal payment on refunding bonds to refinance Kinoshita notes		7,364,280	N	\$804,225	-	-	-	-	-	\$-	-	-	-	804,225	-	\$804,225	

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	
		Fund Sources						
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF		
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.				40,119	691,780	G \$40,119 of Other Funds designated for 21-22. H \$223,362 for 18-19 PPA (ROPS 21-22) \$264,744 for 19-20 PPA (ROPS 22-23) \$203,674 for 20-21 PPA (ROPS 23-24)	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller					3,202,348	H RPTTF Distribution Amended ROPS B \$447,460	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)				40,119	3,128,922	G Other Funds designated for 21-22 H Total actual expenditures 21-22 PPA (RPTTF and Admin RPTTF) minus bond proceeds (cell C3)	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)					468,418	H \$264,744 for 19-20 PPA and \$203,674 for 20-21 PPA	
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required				296,788	H 21-22 PPA

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
Bond Proceeds		Reserve Balance	Other Funds	RPTTF			
Bonds issued on or before 12/31/10		Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin		
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

**San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025**

Item #	Notes/Comments
3	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.
4	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.
9	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.
28	Staff time and other administrative costs (estimated to be incurred for this ROPS period) provided pursuant to the Agreement for the Reimbursement of Costs approved by the Oversight Board on May 2, 2012, (Resolution 12-05-02-01). The agreement continues until services are no longer needed. Therefore, the actual termination date is unknown. For the purpose of this ROPS, the Total Outstanding Obligation has been estimated as follows: ROPS 24-25 requested amount (\$152,932) multiplied by the remaining number of years until the time limit on the Agency's ability to repay indebtedness in 2036. The actual administrative costs during this time will vary.
52	Costs associated with selling property formerly owned by the CRA that are paid outside of escrow. The proceeds of sale were distributed to the taxing entities.
53	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.

ROPS 24-25 ADMINISTRATIVE COSTS BUDGET

POSITION NAME	TASK	TASK -		TOTAL HOURS PER YEAR	SALARY COST PER HOUR	BENEFITS (PENSION COSTS, ETC.)	TOTAL COST		
		HOURS PER TASK	NUMBER OF TIMES PER YEAR				PER HOUR	PER HOUR	TOTAL COSTS
CITY MANAGER	Consultations with CFO as to SA matters	1.00	12.00	12.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 2,586.76	
	Review of bi-weekly agenda reports	1.50	26.00	39.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 8,406.99	
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 2,802.33	
CFO	Review of annual agenda reports	4.00	1.00	4.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 862.25	
	Consultations with CM as to SA matters	1.00	52.00	52.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 8,304.94	
	Review of bi-weekly agenda reports	3.00	26.00	78.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 12,457.41	
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 2,076.24	
	Review of annual agenda reports	6.00	1.00	6.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 958.26	
	Review of compliance reports	2.00	1.00	2.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 319.42	
	Review of annual financial reports	4.00	1.00	4.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 638.84	
	Approval of invoices and checks	2.00	26.00	52.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 8,304.94	
	Review of journal entries	3.00	12.00	36.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 5,749.57	
	Coordination and review of ROPS prep	8.00	1.00	8.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 1,277.68	
	Coordination and planning of audit and year end close	8.00	1.00	8.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 1,277.68	
	Consultations with City Attorney re SA matters	2.00	12.00	24.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 3,833.05	
	Administrative tasks relating to properties	2.00	12.00	24.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 3,833.05	
	SR. EXECUTIVE ASSISTANT	Coordination of meetings	1.00	52.00	52.00	\$ 39.24	\$ 23.11	\$ 62.35	\$ 3,242.32
	RECORDS COORDINATOR	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 39.18	\$ 23.08	\$ 62.26	\$ 1,618.68
CITY CLERK	Processing of agenda reports/resolutions/mtg agendas	2.00	26.00	52.00	\$ 66.92	\$ 39.42	\$ 106.34	\$ 5,529.47	
ASSISTANT CITY CLERK	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 43.25	\$ 25.47	\$ 68.72	\$ 1,786.83	
ADMIN. COORDINATOR	Processing of agenda reports	1.00	26.00	26.00	\$ 39.18	\$ 23.08	\$ 62.26	\$ 1,618.68	
ASST. FINANCE DIRECTOR	Review of annual financial reports	4.00	1.00	4.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 472.63	
	Supervision of SA personnel	4.00	12.00	48.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 5,671.59	
PAYROLL TECH	Preparation of SA cash agenda reports	3.00	12.00	36.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 4,253.69	
	Processing of payroll	0.50	26.00	13.00	\$ 36.38	\$ 21.43	\$ 57.81	\$ 751.50	
ACCOUNTS PAYABLE TECH	Preparation of monthly agenda reports	2.00	12.00	24.00	\$ 32.96	\$ 19.41	\$ 52.37	\$ 1,256.96	
	Monthly recordkeeping/bank reconciliations	6.00	12.00	72.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 5,198.70	
ACCOUNTANT	Prep for year end audit	8.00	1.00	8.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 577.63	
	Provide records for ROPS/Cash balances	8.00	1.00	8.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 577.63	
COUNCILMEMBERS	Read agenda reports/resolutions	0.50	26.00	13.00	\$ 16.30	\$ 9.60	\$ 25.90	\$ 336.71	
	Attend meetings	0.50	26.00	13.00	\$ 16.30	\$ 9.60	\$ 25.90	\$ 336.71	
				836.00					
Total personnel costs							\$	99,277.24	
Contracted Services:									
Assistance with ROPS and Prior Period Adjustment Forms							\$	9,738.00	
Audit Firm							\$	4,613.00	
Continuing Disclosure (Bonds)							\$	2,563.00	
Law Firm Services							\$	1,025.00	
Indirect Costs:									
Insurance (1.5%)							\$	18,481.00	
IT charges (1.5%)							\$	17,234.00	
Total costs							\$	152,931.24	

RESOLUTION NO. SACRA 24-01-16-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SAN JUAN CAPISTRANO REDEVELOPMENT AGENCY ADOPTING AN ANNUAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD FROM JULY 1, 2024, THROUGH JUNE 30, 2025

WHEREAS, the San Juan Capistrano Community Redevelopment Agency ("Agency") was a community redevelopment agency duly organized and existing under the California Community Redevelopment Law, Health & Safety Code Section 33000, et seq., which was authorized to transact business and exercise the powers of a redevelopment agency pursuant to action of the City Council ("City Council") of the City of San Juan Capistrano ("City"); and,

WHEREAS, Assembly Bill X1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws cause the dissolution and wind down of all redevelopment agencies ("Dissolution Act"); and,

WHEREAS, on December 29, 2011, in the petition California Redevelopment Association v. Matosantos, Case No. S194861, the California Supreme Court upheld the Dissolution Act and thereby all redevelopment agencies in California were dissolved as of and on February 1, 2012, under the dates in the Dissolution Act that were reformed and extended thereby; and,

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and,

WHEREAS, by a resolution considered and approved by the City Council at an open public meeting the City chose to become and serve as the successor agency to the dissolved Agency under the Dissolution Act; and,

WHEREAS, as of and on and after February 1, 2012, the City Council serves and acts as the "Successor Agency" and will perform its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs, which are now subject to review and approval by the Orange Countywide Oversight Board ("Oversight Board"); and,

WHEREAS, Assembly Bill 1484, enacted on December 27, 2012, made certain amendments to the Dissolution Act, including with respect to the process for adopting Recognized Obligation Payment Schedules; and,

WHEREAS, pursuant to Section 34171(h) of the Dissolution Act, a "Recognized Obligation Payment Schedule" means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations for each six-month fiscal period as provided in subdivisions (l) and (m) of Section 34177 of the Dissolution Act; and,

WHEREAS, pursuant to subdivision (o) (1) of Section 34177, for each period from July 1 to June 30, the Successor Agency is required to submit an annual ROPS to the State Department of Finance and the County Auditor-Controller no later than February 1 of each year; and,

WHEREAS, pursuant to subdivisions (l), (m) and (o) (1) of Section 34177 of the Dissolution Act, staff of the City, acting on behalf of the Successor Agency, has prepared the annual Recognized Obligation Payment Schedule for the period covering July 1, 2024, through June 30, 2025 (ROPS 24-25), in the form attached to this Resolution as Exhibit A and incorporated herein by this reference; and,

WHEREAS, pursuant to Section 34177(l)(2)(B) of the Dissolution Act, staff of the City, acting on behalf of the Successor Agency, is required to provide notice of the Oversight Board's consideration of the ROPS 24-25, along with the ROPS and the staff report submitted to the Oversight Board, to the County Administrative Officer, the Orange County Auditor-Controller, and the State Department of Finance, concurrently with the posting of the Agenda for the Oversight Board's consideration of the ROPS 24-25; and,

WHEREAS, the Successor Agency now desires to approve the ROPS 24-25, ratify all actions taken by City staff to prepare the ROPS 24-25, and transmit the ROPS 24-25 to the Oversight Board for its consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY OF THE SAN JUAN CAPISTRANO COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing Recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. The Successor Agency hereby approves the ROPS 24-25 in the form attached to this Resolution as Exhibit A, which is incorporated herein by this reference.

Section 3. The Successor Agency hereby authorizes the Executive Director and/or the Finance Officer, acting on behalf of the Successor Agency, or their authorized designees, to make such augmentations, modifications, additions, or revisions as they may deem appropriate.

Section 4. The Executive Director or his authorized designees are directed to transmit the approved ROPS to the Oversight Board, the County Administrative Officer, the County Auditor-Controller, the State Controller's Office, and the State Department of Finance, and to cause the approved ROPS to be posted on the City's website, all in accordance with Section 34177(l)(2)(B) and (C) of the Dissolution Act, and take other actions necessary to obtain approval of the ROPS from the Oversight Board and the State Department of Finance.

Section 5. This Resolution shall take effect immediately upon adoption.


Section 6. The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED and ADOPTED this 16th day of January 2024.



HOWARD HART, CHAIR

ATTEST:



MARIA MORRIS, AGENCY SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF SAN JUAN CAPISTRANO)

I, MARIA MORRIS, appointed Agency Secretary of the Board of Directors of the Successor Agency to the San Juan Capistrano Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. SACRA 24-01-16-01 was duly adopted by the City Council of the City of San Juan Capistrano at a Regular meeting thereof, held the 16th day of January 2024, by the following vote:

AYES: BOARD MEMBERS: Bourne, Farias, Campbell, Taylor, and Chair Hart
NOES: BOARD MEMBERS: None
ABSENT: BOARD MEMBERS: None



MARIA MORRIS, AGENCY
SECRETARY

**Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period**

Successor Agency: San Juan Capistrano
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 267,610	\$ 2,468,426	\$ 2,736,036
F RPTTF	191,144	2,391,960	2,583,104
G Administrative RPTTF	76,466	76,466	152,932
H Current Period Enforceable Obligations (A+E)	\$ 267,610	\$ 2,468,426	\$ 2,736,036

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)			ROPS 24-25B (Jan - Jun)			24-25A Total	24-25B Total				
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds			Reserve Balance	Other Funds	RPTTF	Admin RPTTF
3	2008 Tax Allocation Bonds, Series A	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Projects in the Central Project Area consistent with the Redevelopment Plan	Central	\$25,042,933	N	\$2,738,036	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$2,468,426	\$642,660			
4	2008 Tax Allocation Bonds, Series B (Taxable)	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Affordable Housing Projects	Central	9,199,691	N	\$945,075	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$945,075			
9	Agreement-TCAG Ford	OPA/DDA/ Construction	10/19/2010	03/01/2036	Tuttle Click Automotive Group (TCAG, Inc.)	Elimination of Blight/Business Retention	Central	191,144	N	\$191,144	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-			
28	Administrative Cost Allowance	Admin Costs	07/01/2014	07/12/2036	City of San Juan Capistrano	3% allowance for administrative costs incurred.	Central	1,988,106	N	\$152,932	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	76,466	\$76,466		
52	Costs associated with selling properties (appraisals, surveys, etc.)	Property Dispositions	09/27/2016	09/27/2017	DMG, Inc.	Appraisal of properties that are to be sold and the proceeds distributed to the taxing entities	Central	-	N	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-			
53	2018 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	08/23/2018	02/01/2033	U.S. Bank, N.A.	Principal payment on refunding bonds to refinance Kinoshita notes		7,364,280	N	\$804,225	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	804,225	\$804,225		

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
 (Report Amounts in Whole Dollars)

A	B	C				E		F	G	H
		Bond Proceeds		Reserve Balance		Other Funds	RPTTF			
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)						
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)									Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.						40,119	691,780		G: \$40,119 of Other Funds designated for 21-22. H: \$223,362 for 18-19 PPA (ROPS 21-22) + \$264,744 for 19-20 PPA (ROPS 22-23) + \$203,674 for 20-21 PPA (ROPS 23-24)
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller							3,202,348		H: RPTTF Distribution + Amended ROPS B \$447,460
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)						40,119	3,128,922		G: Other Funds designated for 21-22 H: Total actual expenditures 21-22 PPA (RPTTF and Admin RPTTF) minus bond proceeds (cell C3)
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)							468,418		H: \$264,744 for 19-20 PPA and \$203,674 for 20-21 PPA
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC				No entry required			296,788		H: 21-22 PPA

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E		G	H
				Fund Sources			
				Bond Proceeds	Reserve Balance		
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-	

**San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025**

Item #	Notes/Comments
3	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.
4	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.
9	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.
28	Staff time and other administrative costs (estimated to be incurred for this ROPS period) provided pursuant to the Agreement for the Reimbursement of Costs approved by the Oversight Board on May 2, 2012, (Resolution 12-05-02-01). The agreement continues until services are no longer needed. Therefore, the actual termination date is unknown. For the purpose of this ROPS, the Total Outstanding Obligation has been estimated as follows: ROPS 24-25 requested amount (\$152,932) multiplied by the remaining number of years until the time limit on the Agency's ability to repay indebtedness in 2036. The actual administrative costs during this time will vary.
52	Costs associated with selling property formerly owned by the CRA that are paid outside of escrow. The proceeds of sale were distributed to the taxing entities.
53	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2024.

ROPS 24-25 ADMINISTRATIVE COSTS BUDGET

POSITION NAME	TASK	HOURS PER TASK	TASK - OF TIMES PER YEAR	TOTAL HOURS PER YEAR	SALARY COST PER HOUR	BENEFITS (PENSION COSTS, ETC.)	TOTAL COST PER HOUR	TOTAL COSTS
CITY MANAGER	Consultations with CFO as to SA matters	1.00	12.00	12.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 2,586.76
	Review of bi-weekly agenda reports	1.50	26.00	39.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 8,406.99
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 2,802.33
	Review of annual agenda reports	4.00	1.00	4.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 862.25
	Consultations with CM as to SA matters	1.00	52.00	52.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 8,304.94
	Review of bi-weekly agenda reports	3.00	26.00	78.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 12,457.41
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 2,076.24
	Review of annual agenda reports	6.00	1.00	6.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 958.26
	Review of compliance reports	2.00	1.00	2.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 319.42
	Review of annual financial reports	4.00	1.00	4.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 638.84
CFO	Approval of invoices and checks	2.00	26.00	52.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 8,304.94
	Review of journal entries	3.00	12.00	36.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 5,749.57
	Coordination and review of ROPS prep	8.00	1.00	8.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 1,277.68
	Coordination and planning of audit and year end close	8.00	1.00	8.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 1,277.68
	Consultations with City Attorney re SA matters	2.00	12.00	24.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 3,833.05
	Administrative tasks relating to properties	2.00	12.00	24.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 3,833.05
	Coordination of meetings	1.00	52.00	52.00	\$ 39.24	\$ 23.11	\$ 62.35	\$ 3,242.32
	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 39.18	\$ 23.08	\$ 62.26	\$ 1,618.68
	Processing of agenda reports/resolutions/mtg agendas	2.00	26.00	52.00	\$ 66.92	\$ 39.42	\$ 106.34	\$ 5,529.47
	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 43.25	\$ 25.47	\$ 68.72	\$ 1,786.83
SR. EXECUTIVE ASSISTANT	Processing of agenda reports	1.00	26.00	26.00	\$ 39.18	\$ 23.08	\$ 62.26	\$ 1,618.68
	Review of annual financial reports	4.00	1.00	4.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 472.63
	Supervision of SA personnel	4.00	12.00	48.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 5,671.59
	Preparation of SA cash agenda reports	3.00	12.00	36.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 4,253.69
	Prep. of prior period adjustment form/rel. questions	4.00	1.00	4.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 472.63
	Processing of payroll	0.50	26.00	13.00	\$ 36.38	\$ 21.43	\$ 57.81	\$ 751.50
	Processing invoices/disbursements	3.00	12.00	36.00	\$ 32.96	\$ 19.41	\$ 52.37	\$ 1,885.44
	Preparation of monthly agenda reports	2.00	12.00	24.00	\$ 32.96	\$ 19.41	\$ 52.37	\$ 1,256.96
	Monthly recordkeeping/bank reconciliations	6.00	12.00	72.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 5,198.70
	Prep for year end audit	8.00	1.00	8.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 577.63
ACCOUNTS PAYABLE TECH	Provide records for ROPS/cash balances	8.00	1.00	8.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 577.63
	Read agenda reports/resolutions	0.50	26.00	13.00	\$ 16.30	\$ 9.60	\$ 25.90	\$ 336.71
	Attend meetings	0.50	26.00	13.00	\$ 16.30	\$ 9.60	\$ 25.90	\$ 336.71
ACCOUNTANT	Total personnel costs			836.00			\$ 99,277.24	
	Contracted Services:						\$ 9,738.00	
COUNCILMEMBERS	Assistance with ROPS and Prior Period Adjustment Forms						\$ 4,613.00	
	Audit Firm						\$ 2,563.00	
CITY CLERK	Continuing Disclosure (Bonds)						\$ 1,025.00	
	Law Firm Services						\$ 18,481.00	
	Indirect Costs:						\$ 17,234.00	
ADMIN. COORDINATOR	Insurance (1.5%)						\$ 152,931.24	
	IT charges (1.5%)							
ASST. FINANCE DIRECTOR	Total costs						\$ 152,931.24	

The foregoing instrument is a correct copy of the original on file in this office. Attest: [Signature], 2024
 City Clerk of the City of San Juan Capistrano, County of Orange, State of California.

By: [Signature]

RESOLUTION NO. SACRA 24-01-16-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE SAN JUAN CAPISTRANO COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SUCCESSOR AGENCY ADMINISTRATIVE BUDGET FROM JULY 1, 2024, TO JUNE 30, 2025, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(j)

WHEREAS, the San Juan Capistrano Community Redevelopment Agency (“Agency”) was established as a community redevelopment agency duly organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, et seq. (“CRL”), and has been authorized to transact business and exercise the power of a redevelopment agency pursuant to action of the City Council (“City Council”) of the City of San Juan Capistrano (“City”); and,

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which laws cause the dissolution and wind down of all redevelopment agencies (the “Dissolution Act”); and,

WHEREAS, the Agency is now a dissolved redevelopment agency pursuant to the Dissolution Act; and,

WHEREAS, by Resolution No. 12-01-10-01 approved by the City Council at an open meeting on July 10, 2012, the City chose to become and serve as the successor agency to the dissolved Agency under the Dissolution Act; and,

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as the “Successor Agency” and will perform its functions as the Successor Agency under the Dissolution Act to administer all enforceable obligations of the Agency and otherwise unwind the Agency’s affairs, which are now subject to review and approval by the Orange Countywide Oversight Board (“Oversight Board”); and,

WHEREAS, Health and Safety Code Section 34177(j) requires that the Successor Agency prepare a proposed Administrative Budget covering the periods from July 1, 2024, through December 31, 2024, and January 1, 2025, through June 30, 2025; and,

WHEREAS, pursuant to Section 34177(j), the Successor Agency’s “Administrative Budget” is to include all of the following: (a) estimated amounts of the Successor Agency’s administrative costs for the upcoming six-month fiscal periods; (b) the proposed sources of payment for the administrative costs; and (c) proposals for arrangements for administrative and operations services provided by the City as Successor Agency; and,

WHEREAS, the Administrative Budget must be approved by the Oversight Board pursuant to Health and Safety Code Section 34177(j); and,

WHEREAS, upon the Oversight Board’s approval of the Administrative Budget, the Administrative Budget will be provided to the County of Orange Auditor-Controller pursuant to Health and Safety Code Section 34177(k) so that the Successor Agency’s estimated administrative costs in the approved Administrative Budget will be paid from

property tax revenues deposited into the Redevelopment Property Tax Trust Fund for the upcoming six-month period; and,

WHEREAS, pursuant to Section 34180(h), the Successor Agency may request authorization from the Oversight Board for the Successor Agency and the City of San Juan Capistrano to enter into an agreement to ensure provision of the necessary services from the City to support Successor Agency responsibilities in winding down the activities of the former Agency, including the estimated costs set forth in the Administrative Budget; and,

WHEREAS, the Successor Agency adopted Resolution No. SACRA 12-05-01-01 on May 1, 2012, to enter into that certain "Agreement for Reimbursement of Costs and City/Successor Agency Operations Loan" ("Costs Reimbursement Agreement"), which agreement authorizes the reimbursement of costs incurred by the City to support Successor Agency operations and obligations; and,

WHEREAS, the Oversight Board adopted Resolution No. 12-05-02-01 on May 2, 2012, to authorize the Successor Agency to enter into an agreement with the City for administrative support; and,

WHEREAS, the Successor Agency has duly considered this Resolution and has determined that the adoption of this Resolution is in the best interests of Successor Agency, and the health, safety, and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY TO THE SAN JUAN CAPISTRANO COMMUNITY REDEVELOPMENT AGENCY:

Section 1. The foregoing Recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. Pursuant to the Dissolution Act, the Successor Agency approves the Administrative Budget submitted herewith as Exhibit A.

Section 3. The Successor Agency authorizes transmittal of the Administrative Budget to the Oversight Board for its review and approval.

Section 4. The Finance Officer of the Successor Agency or authorized designee is directed to post this Resolution on the Successor Agency website pursuant to the Dissolution Act.

Section 5. The Successor Agency Secretary shall certify to the adoption of this Resolution.

Signature Page to Follow

PASSED, APPROVED and ADOPTED this 16th day of January 2024.



HOWARD HART, CHAIR

ATTEST:

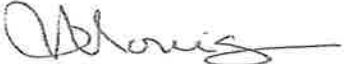


MARIA MORRIS, AGENCY SECRETARY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF SAN JUAN CAPISTRANO)

I, MARIA MORRIS, appointed Agency Secretary of the Board of Directors of the Successor Agency to the San Juan Capistrano Community Redevelopment Agency, do hereby certify that the foregoing Resolution No. SACRA 24-01-16-02 was duly adopted by the City Council of the City of San Juan Capistrano at a Regular meeting thereof, held the 16th day of January 2024, by the following vote:

AYES: BOARD MEMBERS: Bourne, Farias, Campbell, Taylor, and Chair Hart
NOES: BOARD MEMBERS: None
ABSENT: BOARD MEMBERS: None



MARIA MORRIS, AGENCY SECRETARY

ROPS 24-25 ADMINISTRATIVE COSTS BUDGET

POSITION NAME	TASK	TASK -		TOTAL HOURS PER YEAR	SALARY COST PER HOUR	BENEFITS (PENSION COSTS, ETC.)		TOTAL COST PER HOUR	TOTAL COSTS	
		HOURS PER TASK	NUMBER OF TIMES PER YEAR			TOTAL HOURS PER YEAR	TOTAL COST			
CITY MANAGER	Consultations with CFO as to SA matters	1.00	12.00	12.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 2,586.76		
	Review of bi-weekly agenda reports	1.50	26.00	39.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 8,406.99		
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 2,802.33		
	Review of annual agenda reports	1.00	4.00	4.00	\$ 135.66	\$ 79.90	\$ 215.56	\$ 862.25		
	Consultations with CM as to SA matters	1.00	52.00	52.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 8,304.94		
	Review of bi-weekly agenda reports	3.00	26.00	78.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 12,457.41		
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 2,076.24		
	Review of annual agenda reports	6.00	1.00	6.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 958.26		
	Review of compliance reports	2.00	1.00	2.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 319.42		
	Review of annual financial reports	4.00	1.00	4.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 638.84		
CFO	Approval of invoices and checks	2.00	26.00	52.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 8,304.94		
	Review of journal entries	3.00	12.00	36.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 5,749.57		
	Coordination and review of ROPS prep	8.00	1.00	8.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 1,277.68		
	Coordination and planning of audit and year end close	8.00	1.00	8.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 1,277.68		
	Consultations with City Attorney re SA matters	2.00	12.00	24.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 3,833.05		
	Administrative tasks relating to properties	2.00	12.00	24.00	\$ 100.51	\$ 59.20	\$ 159.71	\$ 3,833.05		
	Coordination of meetings	1.00	52.00	52.00	\$ 39.24	\$ 23.11	\$ 62.35	\$ 3,242.32		
	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 39.18	\$ 23.08	\$ 62.26	\$ 1,618.68		
	Processing of agenda reports/resolutions/mtg agendas	2.00	26.00	52.00	\$ 66.92	\$ 39.42	\$ 106.34	\$ 5,529.47		
	Processing of agenda reports	1.00	26.00	26.00	\$ 39.18	\$ 23.08	\$ 62.26	\$ 1,786.83		
SR. EXECUTIVE ASSISTANT	Review of annual financial reports	1.00	26.00	26.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 472.63		
	Supervision of SA personnel	4.00	1.00	4.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 472.63		
	Preparation of SA cash agenda reports	3.00	12.00	36.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 4,253.69		
	Prep. of prior period adjustment form/rel. questions	4.00	1.00	4.00	\$ 74.36	\$ 43.80	\$ 118.16	\$ 472.63		
	Processing of payroll	0.50	26.00	13.00	\$ 36.38	\$ 21.43	\$ 57.81	\$ 751.50		
	Processing invoices/disbursements	3.00	12.00	36.00	\$ 32.96	\$ 19.41	\$ 52.37	\$ 1,885.44		
	Preparation of monthly agenda reports	2.00	12.00	24.00	\$ 32.96	\$ 19.41	\$ 52.37	\$ 1,256.96		
	Monthly recordkeeping/bank reconciliations	6.00	12.00	72.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 5,198.70		
	Prep for year end audit	8.00	1.00	8.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 577.63		
	Provide records for ROPS/Cash balances	8.00	1.00	8.00	\$ 45.44	\$ 26.76	\$ 72.20	\$ 577.63		
RECORDS COORDINATOR	Read agenda reports/resolutions	0.50	26.00	13.00	\$ 16.30	\$ 9.60	\$ 25.90	\$ 336.71		
	Attend meetings	0.50	26.00	13.00	\$ 16.30	\$ 9.60	\$ 25.90	\$ 336.71		
	Total personnel costs 836.00									
	Total costs \$ 99,277.24									
	CITY CLERK	Assistance with ROPS and Prior Period Adjustment Forms								\$ 9,738.00
		Audit Firm								\$ 4,613.00
		Continuing Disclosure (Bonds)								\$ 2,563.00
		Law Firm Services								\$ 1,025.00
		Indirect Costs:								
		Insurance (1.5%)								\$ 18,481.00
IT charges (1.5%)									\$ 17,234.00	
Total costs \$ 152,931.24										

Contracted Services:
 Assistance with ROPS and Prior Period Adjustment Forms \$ 9,738.00
 Audit Firm \$ 4,613.00
 Continuing Disclosure (Bonds) \$ 2,563.00
 Law Firm Services \$ 1,025.00
 Indirect Costs:
 Insurance (1.5%) \$ 18,481.00
 IT charges (1.5%) \$ 17,234.00
 Total costs \$ 152,931.24

The foregoing instrument is a correct copy of the original on file in this office. Attest: 1/16, 2024
 City Clerk of the City of San Juan Capistrano, County of Orange, State of California.

By: 

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: San Juan Capistrano

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ 947,205	\$ 947,205
B Bond Proceeds	-	947,205	947,205
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 284,929	\$ 1,634,740	\$ 1,919,669
F RPTTF	200,000	1,549,812	1,749,812
G Administrative RPTTF	84,929	84,928	169,857
H Current Period Enforceable Obligations (A+E)	\$ 284,929	\$ 2,581,945	\$ 2,866,874

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$28,014,345		\$2,866,874	\$-	\$-	\$-	\$200,000	\$84,929	\$284,929	\$947,205	\$-	\$-	\$1,549,812	\$84,928	\$2,581,945
3	2008 Tax Allocation Bonds, Series A	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Projects in the Central Project Area consistent with the Redevelopment Plan	Central	6,945,010	N	\$645,298	-	-	-	-	-	\$-	-	-	-	645,298	-	\$645,298
4	2008 Tax Allocation Bonds, Series B (Taxable)	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Affordable Housing Projects	Central	10,146,896	N	\$947,205	-	-	-	-	-	\$-	947,205	-	-	-	-	\$947,205
9	Agreement-TCAG Ford	OPA/DDA/Construction	10/19/2010	03/01/2036	Tuttle Click Automotive Group (TCAG, Inc.)	Elimination of Blight/Business Retention	Central	375,647	N	\$300,000	-	-	-	200,000	-	\$200,000	-	-	-	100,000	-	\$100,000
28	Administrative Cost Allowance	Admin Costs	07/01/2014	07/12/2036	City of San Juan Capistrano	30 allowance for administrative costs incurred.	Central	2,377,998	N	\$169,857	-	-	-	-	84,929	\$84,929	-	-	-	-	84,928	\$84,928
52	Costs associated with selling properties (appraisals, surveys, etc.)	Property Dispositions	09/27/2016	09/27/2017	DMG, Inc.	Appraisal of properties that are to be sold and the proceeds distributed to the taxing entities	Central	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
53	2018 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	08/23/2018	02/01/2033	U.S. Bank, N.A.	Principal payment on refunding bonds to refinance Kinoshita notes		8,168,794	N	\$804,514	-	-	-	-	-	\$-	-	-	-	804,514	-	\$804,514

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	Fund Sources				Comments		
		Bond Proceeds		Reserve Balance	Other Funds			RPTTF
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.			Non-Admin and Admin
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.	10,631,112			40,119	721,831	G <input type="checkbox"/> \$40,119 of Other Funds designated for 21-22. H <input type="checkbox"/> \$233,725 for 17-18 PPA, \$223,362 for 18-19 PPA, and \$264,744 for 19-20 PPA	
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller					3,988,856	G <input type="checkbox"/> No Other Revenue detected in analysis H <input type="checkbox"/> RPTTF Revenue (20-21A and 20-21B RPTTF Distribution)	
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)	8,476,499				4,027,740	Total actual expenditures (RPTTF and Admin RPTTF) minus bond proceeds (cell C3)	
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	2,154,613			40,119	488,106	G <input type="checkbox"/> \$40,119 of Other Funds retained for use in 21-22. H <input type="checkbox"/> \$223,362 for 18-19 PPA and \$264,744 for 19-20 PPA	
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required			194,841	H <input type="checkbox"/> 20-21 PPA	
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-		

**San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024**

Item #	Notes/Comments
3	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2023.
4	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2023.
9	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2023.
28	Staff time and other administrative costs (estimated to be incurred for this ROPS period) provided pursuant to the Agreement for the Reimbursement of Costs approved by the Oversight Board on May 2, 2012, (Resolution 12-05-02-01). The agreement continues until services are no longer needed. Therefore, the actual termination date is unknown. For the purpose of this ROPS, the Total Outstanding Obligation has been estimated as follows: ROPS 23-24 requested amount (\$169,857) multiplied by the remaining number of years until the time limit on the Agency's ability to repay indebtedness in 2036. The actual administrative costs during this time will vary.
52	Costs associated with selling property formerly owned by the CRA that are paid outside of escrow. The proceeds of sale were distributed to the taxing entities.
53	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2023.

23-24 ADMINISTRATIVE COSTS BUDGET

POSITION NAME	TASK	TASK -		TOTAL	SALARY	BENEFITS	TOTAL COST		
		HOURS	NUMBE	HOURS PER	COST PER	(PENSION	PER HOUR	TOTAL COSTS	
		PER TASK	R OF	YEAR	HOUR	COSTS, ETC.)			
CITY MANAGER	Consultations with CFO as to SA matters	1.00	52.00	52.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 10,574.73	
	Review of bi-weekly agenda reports	1.50	26.00	39.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 7,931.05	
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 2,643.68	
	Review of annual agenda reports	4.00	1.00	4.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 813.44	
CFO	Consultations with CM as to SA matters	1.00	52.00	52.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 7,834.79	
	Review of bi-weekly agenda reports	4.00	26.00	104.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 15,669.57	
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 1,958.70	
	Review of annual agenda reports	12.00	1.00	12.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 1,808.03	
	Review of compliance reports	2.00	1.00	2.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 301.34	
	Review of annual financial reports	4.00	1.00	4.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 602.68	
	Approval of invoices and checks	2.00	26.00	52.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 7,834.79	
	Review of journal entries	4.00	12.00	48.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 7,232.11	
	Coordination and review of ROPS prep	19.00	1.00	19.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 2,862.71	
	Coordination and planning of audit and yea	15.00	1.00	15.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 2,260.03	
	Consultations with City Attorney re SA matt	2.00	12.00	24.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 3,616.06	
	Administrative tasks relating to properties	2.00	12.00	24.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 3,616.06	
	SR. EXECUTIVE ASSISTANT	Coordination of meetings	1.00	52.00	52.00	\$ 37.02	\$ 21.80	\$ 58.82	\$ 3,058.89
	RECORDS COORDINATOR	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 36.96	\$ 21.77	\$ 58.73	\$ 1,526.97
CITY CLERK	Processing of agenda reports/resolutions/r	2.00	26.00	52.00	\$ 63.13	\$ 37.18	\$ 100.31	\$ 5,216.31	
ASSISTANT CITY CLERK	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 40.80	\$ 24.03	\$ 64.83	\$ 1,685.61	
ADMIN. COORDINATOR	Processing of agenda reports	1.00	26.00	26.00	\$ 36.96	\$ 21.77	\$ 58.73	\$ 1,526.97	
ASST. FINANCE DIRECTOR	Review of annual financial reports	4.00	1.00	4.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 445.87	
	Supervision of SA personnel	4.00	12.00	48.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 5,350.48	
	Preparation of SA cash agenda reports	5.00	12.00	60.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 6,688.10	
	Prep. of prior period adjustment form/rel. q	12.00	1.00	12.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 1,337.62	
PAYROLL TECH	Processing of payroll	0.50	26.00	13.00	\$ 34.32	\$ 20.21	\$ 54.53	\$ 708.95	
ACCOUNTS PAYABLE TECH	Processing invoices/disbursements	5.00	12.00	60.00	\$ 31.09	\$ 18.31	\$ 49.40	\$ 2,964.12	
	Preparation of monthly agenda reports	2.00	12.00	24.00	\$ 31.09	\$ 18.31	\$ 49.40	\$ 1,185.65	
ACCOUNTANT	Monthly recordkeeping/bank reconciliation	6.00	12.00	72.00	\$ 42.87	\$ 25.25	\$ 68.12	\$ 4,904.67	
	Prep for year end audit	8.00	1.00	8.00	\$ 42.87	\$ 25.25	\$ 68.12	\$ 544.96	
	Provide records for ROPS/Cash balances	8.00	1.00	8.00	\$ 42.87	\$ 25.25	\$ 68.12	\$ 544.96	
COUNCILMEMBERS	Read agenda reports/resolutions	1.00	26.00	26.00	\$ 15.38	\$ 9.06	\$ 24.44	\$ 635.41	
	Attend meetings	0.50	26.00	13.00	\$ 15.38	\$ 9.06	\$ 24.44	\$ 317.70	
				1,007.00	\$ 2,401.10	\$ 1,414.25	\$ 3,815.35		
Total personnel costs								\$ 116,203.00	
Contracted Services:									
Assistance with ROPS and Prior Period Adjustment Forms								\$ 9,738.00	
Audit Firm								\$ 4,613.00	
Continuing Disclosure (Bonds)								\$ 2,563.00	
Law Firm Services								\$ 1,025.00	
Indirect Costs:									
Insurance (1.5%)								\$ 18,481.00	
IT charges (1.5%)								\$ 17,234.00	
Total costs								\$ 169,857.00	



Transmitted via e-mail

March 24, 2023

Ken Al-Imam, Chief Financial Officer
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of San Juan Capistrano Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 26, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- Item No. 4 – 2008 Tax Allocation Bonds, Series B (Taxable) in the amount of \$947,205 has been reclassified. The Agency requested Bond Proceeds for this item in error and the payment for this obligation in the January 1, 2024 through June 30, 2024 (ROPS 23-24B) period should be made with Redevelopment Property Tax Trust Fund (RPTTF) funds. Therefore, Finance has reclassified the ROPS 23-24B payment from Bond Proceeds to RPTTF in the amount of \$947,205.
- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$2,663,200, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 23-24 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 23-24, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Agency must use the RAD App to complete and submit its Meet and Confer request form. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Ken Al-Imam
March 24, 2023
Page 3

Please direct inquiries to Todd ermillion, Supervisor, or Garrett Fujitani, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Brandon Fender, Consultant, City of San Juan Capistrano
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County
Kathy Tavoularis, Countywide Oversight Board Representative

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 200,000	\$ 1,549,812	\$ 1,749,812
Administrative RPTTF Requested	84,929	84,928	169,857
Total RPTTF Requested	284,929	1,634,740	1,919,669
RPTTF Requested	200,000	1,549,812	1,749,812
<u>Adjustment(s)</u>			
Item No. 4	0	947,205	947,205
RPTTF Authorized	200,000	2,497,017	2,697,017
Administrative RPTTF Authorized	84,929	84,928	169,857
ROPS 20-21 Prior Period Adjustment (PPA)	(203,674)	0	(203,674)
Total RPTTF Approved for Distribution	\$ 81,255	\$ 2,581,945	\$ 2,663,200

**Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
Filed for the July 1, 2022 through June 30, 2023 Period**

Successor Agency: San Juan Capistrano

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ -	\$ -	\$ -
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 213,168	\$ 2,615,756	\$ 2,828,924
F RPTTF	123,000	2,525,589	2,648,589
G Administrative RPTTF	90,168	90,167	180,335
H Current Period Enforceable Obligations (A+E)	\$ 213,168	\$ 2,615,756	\$ 2,828,924

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 22-23) - ROPS Detail
July 1, 2022 through June 30, 2023

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								\$30,829,992		\$2,828,924	\$-	\$-	\$-	\$123,000	\$90,168	\$213,168	\$-	\$-	\$-	\$2,525,589	\$90,167	\$2,615,756
3	2008 Tax Allocation Bonds, Series A	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Projects in the Central Project Area consistent with the Redevelopment Plan	Central	7,586,601	N	\$641,591	-	-	-	-	-	\$-	-	-	-	641,591	-	\$641,591
4	2008 Tax Allocation Bonds, Series B (Taxable)	Bonds Issued On or Before 12/31/10	06/03/2008	08/01/2033	U.S. Bank, N.A.	Finance Agency Affordable Housing Projects	Central	11,092,301	N	\$945,405	-	-	-	-	-	\$-	-	-	-	945,405	-	\$945,405
9	Agreement-TCAG Ford	OPA/DDA/ Construction	10/19/2010	03/01/2036	Tuttle Click Automotive Group (TCAG, Inc.)	Elimination of Blight/Business Retention	Central	473,678	N	\$258,000	-	-	-	123,000	-	\$123,000	-	-	-	135,000	-	\$135,000
10	Agreement-OC Chrysler	OPA/DDA/ Construction	01/07/2011	06/30/2031	Chrysler Group Realty Co., LLC	Elimination of Blight/Economic Development	Central	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
28	Administrative Cost Allowance	Admin Costs	07/01/2014	07/12/2036	City of San Juan Capistrano	3 allowance for administrative costs incurred.	Central	2,705,025	N	\$180,335	-	-	-	-	90,168	\$90,168	-	-	-	-	90,167	\$90,167
51	Lower Rosan Ranch - 2016 Subordinated Tax Allocation Note (See Notes)	Refunding Bonds Issued After 6/27/12	11/01/2016	08/01/2021	Western Alliance Bank	Refunding F&M Note	Central	-	Y	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-
52	Costs associated with selling properties (appraisals, surveys, etc.)	Property Dispositions	09/27/2016	09/27/2017	DMG, Inc.	Appraisal of properties that are to be sold and the proceeds distributed to the taxing	Central	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	\$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)					22-23A Total	ROPS 22-23B (Jan - Jun)					22-23B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						entities																
53	2018 Tax Allocation Refunding Bonds	Refunding Bonds Issued After 6/27/12	08/23/2018	02/01/2033	U.S. Bank, N.A.	Principal payment on refunding bonds to refinance Kinoshita notes		8,972,387	N	\$803,593	-	-	-	-	-	\$-	-	-	-	803,593	-	\$803,593

San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.								
A	B	C	D	E	F	G	H	
ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)		Fund Sources				Comments		
		Bond Proceeds		Reserve Balance	Other Funds			RPTTF
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.			Non-Admin and Admin
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.				40,119	2,428,503	F <input type="checkbox"/> \$40,119 of Other Funds designated for 21-22. G <input type="checkbox"/> \$1,961,416 for 16-17 PPA, \$233,725 for 17-18 PPA, and \$233,362 for 18-19 PPA.	
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller					2,892,167	F <input type="checkbox"/> No Other Revenue detected in analysis G <input type="checkbox"/> RPTTF Revenue - early 20-21A Dist <input type="checkbox"/> 19-20A Dist (19-20 RPTTF Distribution)	
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)					4,649,681	G <input type="checkbox"/> No Other Revenue designated for use in 19-20 per Determination Letter.	
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)				40,119	467,087	F <input type="checkbox"/> \$40,119 of Other Funds retained for use in 21-22. G <input type="checkbox"/> \$233,725 for 17-18 PPA and \$233,362 for 18-19 PPA	
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC		No entry required			203,902	G <input type="checkbox"/> 19-20 PPA	
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$-	\$-		

**San Juan Capistrano
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023**

Item #	Notes/Comments
3	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2022.
4	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2022.
9	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2022.
10	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2022.
28	Staff time and other administrative costs (estimated to be incurred for this ROPS period) provided pursuant to the Agreement for the Reimbursement of Costs approved by the Oversight Board on May 2, 2012, (Resolution 12-05-02-01). The agreement continues until services are no longer needed. Therefore, the actual termination date is unknown. For the purpose of this ROPS, the Total Outstanding Obligation has been estimated as follows: ROPS 22-23 requested amount (\$180,335) multiplied by the remaining number of years until the time limit on the Agency's ability to repay indebtedness in 2036 (15 years). The actual administrative costs during this term will vary.
51	Debt service on DOF-approved refinancing of Lower Rosan Farmers and Merchants Bank Note.
52	Costs associated with selling property formerly owned by the CRA that are paid outside of escrow. The proceeds of sale will be distributed to the taxing entities.
53	The total obligation outstanding includes all principal and interest expected to be outstanding at June 30, 2022.

22-23 ADMINISTRATIVE COSTS BUDGET

POSITION NAME	TASK	TASK -		TOTAL HOURS PER YEAR	SALARY COST PER HOUR	BENEFITS (PENSION COSTS, ETC.) PER HOUR	TOTAL COST PER HOUR	TOTAL COSTS	
		HOURS PER TASK	NUMBER OF TIMES PER YEAR						
CITY MANAGER	Consultations with CFO as to SA matters	1.00	52.00	52.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 10,574.73	
	Review of bi-weekly agenda reports	2.00	26.00	52.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 10,574.73	
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 2,643.68	
	Review of annual agenda reports	4.00	1.00	4.00	\$ 127.98	\$ 75.38	\$ 203.36	\$ 813.44	
CFO	Consultations with CM as to SA matters	1.00	52.00	52.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 7,834.79	
	Review of bi-weekly agenda reports	6.00	26.00	156.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 23,504.36	
	Bi-weekly SA Board Meetings	0.50	26.00	13.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 1,958.70	
	Review of annual agenda reports	12.00	1.00	12.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 1,808.03	
	Review of compliance reports	2.00	1.00	2.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 301.34	
	Review of annual financial reports	4.00	1.00	4.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 602.68	
	Approval of invoices and checks	2.00	26.00	52.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 7,834.79	
	Review of journal entries	4.00	12.00	48.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 7,232.11	
	Coordination and review of ROPS prep	19.00	1.00	19.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 2,862.71	
	Coordination and planning of audit and year end close	15.00	1.00	15.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 2,260.03	
	Consultations with City Attorney re SA matters	2.00	12.00	24.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 3,616.06	
	Administrative tasks relating to properties	2.00	12.00	24.00	\$ 94.82	\$ 55.85	\$ 150.67	\$ 3,616.06	
	SR. EXECUTIVE ASSISTANT	Coordination of meetings	1.00	52.00	52.00	\$ 37.02	\$ 21.80	\$ 58.82	\$ 3,058.89
	RECORDS COORDINATOR	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 36.96	\$ 21.77	\$ 58.73	\$ 1,526.97
CITY CLERK	Processing of agenda reports/resolutions/mtg agendas	2.00	26.00	52.00	\$ 63.13	\$ 37.18	\$ 100.31	\$ 5,216.31	
ASSISTANT CITY CLERK	Processing of agenda reports/resolutions	1.00	26.00	26.00	\$ 40.80	\$ 24.03	\$ 64.83	\$ 1,685.61	
ADMIN. COORDINATOR	Processing of agenda reports	1.00	26.00	26.00	\$ 36.96	\$ 21.77	\$ 58.73	\$ 1,526.97	
ASST. FINANCE DIRECTOR	Review of annual financial reports	4.00	1.00	4.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 445.87	
	Supervision of SA personnel	4.00	12.00	48.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 5,350.48	
	Preparation of SA cash agenda reports	5.00	12.00	60.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 6,688.10	
	Prep. of prior period adjustment form/rel. questions	12.00	1.00	12.00	\$ 70.15	\$ 41.32	\$ 111.47	\$ 1,337.62	
PAYROLL TECH	Processing of payroll	0.50	26.00	13.00	\$ 34.32	\$ 20.21	\$ 54.53	\$ 708.95	
ACCOUNTS PAYABLE TECH	Processing invoices/disbursements	5.00	12.00	60.00	\$ 31.09	\$ 18.31	\$ 49.40	\$ 2,964.12	
	Preparation of monthly agenda reports	2.00	12.00	24.00	\$ 31.09	\$ 18.31	\$ 49.40	\$ 1,185.65	
ACCOUNTANT	Monthly recordkeeping/bank reconciliations	6.00	12.00	72.00	\$ 42.87	\$ 25.25	\$ 68.12	\$ 4,904.67	
	Prep for year end audit	8.00	1.00	8.00	\$ 42.87	\$ 25.25	\$ 68.12	\$ 544.96	
	Provide records for ROPS/Cash balances	8.00	1.00	8.00	\$ 42.87	\$ 25.25	\$ 68.12	\$ 544.96	
COUNCILMEMBERS	Read agenda reports/resolutions	1.00	26.00	26.00	\$ 15.38	\$ 9.06	\$ 24.44	\$ 635.41	
	Attend meetings	0.50	26.00	13.00	\$ 15.38	\$ 9.06	\$ 24.44	\$ 317.70	
				1,072.00	\$ 2,401.10	\$ 1,414.25	\$ 3,815.35		
Total personnel costs								\$ 126,681.47	
Contracted Services:									
Preparation of ROPS								\$ 9,738.00	
Audit Firm								\$ 4,613.00	
Continuing Disclosure (Bonds)								\$ 2,563.00	
Law Firm Services								\$ 1,025.00	
Indirect Costs:									
Insurance (1.5%)								\$ 18,481.00	
IT charges (1.5%)								\$ 17,234.00	
Total costs								\$ 180,335.47	



Transmitted via e-mail

March 25, 2022

Ken Al-Imam, Chief Financial Officer
City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675

2022-23 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of San Juan Capistrano Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2022 through June 30, 2023 (ROPS 22-23) to the California Department of Finance (Finance) on January 27, 2022. Finance has completed its review of the ROPS 22-23.

Based on a sample of line items reviewed and application of the law, Finance made the following determinations:

- On the ROPS 22-23 form, the Agency reported cash balances and activity for the period July 1, 2019 through June 30, 2020 (ROPS 19-20). According to our review, the Agency has approximately \$45,000 from Other Funds available to fund enforceable obligations on the ROPS 22-23. HSC section 34177 (l) (1) (E) requires these balances to be used prior to requesting Redevelopment Property Tax Trust Fund (RPTTF) funding. The below item does not require payment from property tax revenues; therefore, with the Agency's concurrence, the funding source has been reclassified in the amount specified below:
 - Item No. 3 – 2008 Tax Allocation Bonds, Series A in the amount of \$641,591 is partially reclassified. Finance is approving RPTTF in the amount of \$596,591 and the use of Other Funds in the amount of \$45,000, totaling \$641,591.
- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the ROPS 19-20 period. The ROPS 19-20 prior period adjustment (PPA) will offset the ROPS 22-23 RPTTF distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$2,519,180, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2022 through December 31, 2022 period (ROPS A period), and one distribution for the January 1, 2023 through June 30, 2023 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 22-23 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Except for the adjusted item, Finance approves the remaining items listed on the ROPS 22-23 at this time. If the Agency disagrees with our determination with respect to any items on the ROPS 22-23, except items which are the subject of litigation disputing our previous or related determinations, the Agency may request a Meet and Confer within five business days from the date of this letter. The Meet and Confer process and guidelines are available on our website:

http://dof.ca.gov/Programs/Redevelopment/Meet_And_Confer/

The Agency must use the RAD App to complete and submit its Meet and Confer request form.

Absent a Meet and Confer, this is our final determination regarding the obligations listed on the ROPS 22-23. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 22-23 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 22-23 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Todd Vermillion, Supervisor, or Garrett Fujitani, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Brandon Fender, Consultant, City of San Juan Capistrano
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County

Approved RPTTF Distribution July 2022 through June 2023			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 123,000	\$ 2,525,589	\$ 2,648,589
Administrative RPTTF Requested	90,168	90,167	180,335
Total RPTTF Requested	213,168	2,615,756	2,828,924
RPTTF Requested	123,000	2,525,589	2,648,589
<u>Adjustment(s)</u>			
Item No. 3	0	(45,000)	(45,000)
RPTTF Authorized	123,000	2,480,589	2,603,589
Administrative RPTTF Authorized	90,168	90,167	180,335
ROPS 19-20 prior period adjustment (PPA)	(213,168)	(51,576)	(264,744)
Total RPTTF Approved for Distribution	\$ 0	\$ 2,519,180	\$ 2,519,180

Orange Countywide Oversight Board

Agenda Item No. 4j

Date: 1/23/2024

From: Successor Agency to the Santa Ana Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving Annual Recognized Obligation Payment Schedule (ROPS) and Administrative Budget

Recommended Action:

Approve resolution approving FY 2024-25 ROPS and Administrative Budget for the Santa Ana Successor Agency

The Santa Ana Successor Agency requests approval of the Recognized Obligation Payment Schedule (ROPS) and Administrative Budget for Fiscal Year 2024-25 (Attachment 1, Exhibit A).

The enforceable obligations included in the ROPS 24-25 total \$12,216,908. With other funds available, \$11,990,436 of that total is requested from the Redevelopment Property Tax Trust Funds (RPTTF). The annual ROPS includes amounts for the 2018 Tax Allocation Bonds Series A & B debt service payments as well as the associated fees for trustee, continuing disclosure, and arbitrage rebate analyses (Line Items #160 – 167). The ROPS also include payments necessary for lease agreement (Line Item #30). The total amount requested is \$138,647 higher than the total from ROPS 22-23 primarily due to the increase in the principal debt service payments for the 2018 Bonds.

Several projects still have outstanding obligations that can be triggered if certain activities are initiated by developers pursuant to various Disposition and Development Agreements (DDA) (Line Items #33–37). No funds are requested in ROPS 24-25 period for these projects at this time, but the Successor Agency will request funds as necessary in a future period. The following line item below will be retired for the reason specified:

Line	Description	Reason
28	DDA – Sycamore Parking Concepts	This item has been completed and obligations have been met as per the Disposition and Development Agreement.

The authorized distribution from the Redevelopment Property Tax Trust Fund (RPTTF) for the ROPS 24-25 period, less administrative costs is \$11,874,176. Pursuant to Section 34171 (b) (3), the administrative allowance for FY 2024-25 is 3% of the adjusted RPTTF distribution from ROPS 21-22, or the minimum amount of \$250,000. The Santa Ana Successor Agency is requesting \$116,260 for the administrative allowance for FY 2024-25.

The administrative cost allowance for the FY 2024-25 period will be used for salaries and benefits for staff involved in successor agency activities, legal and consulting expenses, information technology support, insurance, facility costs, and supplies. Additional descriptions of the various line items are provided in Attachment 1, Exhibit B. Please note that this budget is only a draft and subject to change, pending increases in unfunded accrued liability, salary increases if negotiated by various employee groups, etc. Staff plans to begin to dispose of the last remaining property on the Long Range Property Management Plan during the upcoming ROPS 24-25 period, any unanticipated delays may extend the process to FY 2025-26. Therefore, certain expenses related to the disposition process may need to be paid from the administrative cost allowance.

Since dissolution of the former RDA, the Santa Ana Successor Agency has made every effort to minimize

the use of the administrative cost allowance and has spent less than the total amount authorized in any given ROPS period. The table below reflects the actual expenditures compared to the authorized budget for the past five years as reported on the Prior Period Adjustment:

ROPS Period	Authorized	Final Expenditures	Difference	Expenditure as % of Budget
2018-19	254,742	195,477	59,265	76.70%
2019-20	289,698	216,232	73,466	74.60%
2020-21	250,000	142,195	107,805	56.90%
2021-22	150,000	78,414	71,586	52.30%
2022-23	130,200	55,711	74,489	42.80%
2023-24*	125,000	30,358	94,642	24.30%

* As of December 31, 2023

The Santa Ana Successor Agency adopted a resolution approving the ROPS 24-25 at its meeting on January 16, 2024 (Attachment 2).

Impact on Taxing Entities

All the taxing entities within Santa Ana’s Merged Project Area will continue to receive contractual and/or statutory pass-through payments from Santa Ana’s RPTTF as calculated by the County Auditor-Controller. The total obligation amount requested from RPTTF will be higher in ROPS 24-25 compared to the current ROPS period primarily due to the increase in the bond debt service payment. Therefore, the affected taxing entities may receive a smaller share of “residual” property tax remaining in the RPTTF.

Staff Contact(s)

Waldo Barela, Administrative Services Manager

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E-mail: wbarela@santa-ana.org

Michael Garcia, Executive Director of Community Development Agency

Phone: (714) 647-5336

E-mail: mgarcia15@santa-ana.org

Attachments

1. Proposed Orange Countywide Oversight Board Resolution
 - A. Exhibit A – ROPS 24-25
 - B. Exhibit B – Administrative Budget
2. Placeholder for Santa Ana Successor Agency Resolution 2023-XX_____
3. DOF Letter dated April 4, 2023 – approval of Administrative Budget for ROPS 23-24
4. Orange Countywide Oversight Board Resolution No. 23-019
 - A. ROPS 23-24
5. DOF Letter dated April 15, 2022 – approval of Administrative Budget for ROPS 22-23
6. Orange Countywide Oversight Board Resolution No. 22-019
 - B. ROPS 22-23

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-017**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF SANTA ANA *APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE [ROPS] 2024-25 A-B* FOR THE ANNUAL FISCAL PERIOD OF
JULY 1, 2024 TO JUNE 30, 2025, INCLUDING THE FY 2024-25 ADMINISTRATIVE
BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT
OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING
POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Community Redevelopment Agency of the City of Santa Ana (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Santa Ana (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Community Redevelopment Agency (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2024-25 A-B fiscal period of July 1, 2024 to June 30, 2025 (“ROPS 24-25 A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2024; and

WHEREAS, the ROPS 24-25, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2024-25 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 24-25 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 24-25 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 24-25 A-B submitted therewith and incorporated by this reference, including the FY 2024-25 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 24-25 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Santa Ana’s City Manager or authorized designee is directed to post this Resolution, including the ROPS 24-25 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

EXHIBIT A

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: **Santa Ana**
County: **Orange**

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 113,236	\$ 113,236	\$ 226,472
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	113,236	113,236	226,472
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 11,176,422	\$ 814,014	\$ 11,990,436
F RPTTF	11,118,292	755,884	11,874,176
G Administrative RPTTF	58,130	58,130	116,260
H Current Period Enforceable Obligations (A+E):	\$ 11,289,658	\$ 927,250	\$ 12,216,908

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

	Name	Title
/s/		
	Signature	Date

Santa Ana Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail

July 1, 2024 through June 30, 2025

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/ Agreement Execution Date	Contract/ Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 24-25 Total	24-25A (July - December)					24-25A Total	24-25B (January - June)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
28	DDA - Sycamore Parking Concepts	OPA/DDA/Construction	12/16/2002	6/30/2029	Sycamore Parking Concepts	Development of Sycamore Garage (Pkg Structure)	Merged	\$ 60,860,039	Y	\$ 12,216,908	\$ 0	\$ 0	\$ 113,236	\$ 11,118,292	\$ 58,130	\$ 11,289,658	\$ 0	\$ 0	\$ 113,236	\$ 755,884	\$ 58,130	\$ 927,250
30	Erickson Lease Agreement - Honda	Business Incentive Agreements	1/19/2006	6/30/2032	Erickson Prop. Corp.	Leasehold Rights on AutoMall Property	Merged	792,648	N	\$ 226,472			113,236			\$ 113,236			113,236			\$ 113,236
33	Off Site Improvements (Nexus)	Improvement/Infrastructure	4/4/2005	6/30/2032	Various	Construction of Publicly Owned Improvements - Nexus	Merged	5,000,000	N	\$ -						\$ -						\$ -
34	Project Costs for Item #33	Project Management Costs	4/4/2005	6/30/2032	Successor Agency / Various	Project Management / Services	Merged	123,250	N	\$ -						\$ -						\$ -
35	SA Venture Partnership & Other MainPlace Agreements	OPA/DDA/Construction	5/15/1984	6/30/2032	Various	Permit Fee Obligation for Improvements	Merged	1,600,000	N	\$ -						\$ -						\$ -
36	Project Costs for Item #35	Project Management Costs	5/15/1984	6/30/2032	Successor Agency / Various	Project Management / Services	Merged	100,000	N	\$ -						\$ -						\$ -
37	DDA - Discovery Science Center	OPA/DDA/Construction	4/21/1997	6/30/2032	City of Santa Ana	Permit Fee Obligation for Expansion	Merged	199,000	N	\$ -						\$ -						\$ -
62	Audited Financial Statements / Due Diligence Reviews	Professional Services	5/14/2003	6/30/2032	MGO / City of Santa Ana / Various	Required Per Bond Documents / AB 1484	Merged	40,000	N	\$ 5,000				5,000		\$ 5,000						\$ -
63	Employee Pension Liability	Unfunded Liabilities	2/1/2012	6/30/2032	CalPERS / Successor Agency	Public Employee Defined Benefit Pension Plan	Merged	118,729	N	\$ -						\$ -						\$ -
64	Other Postemployment Benefits (OPEB)	Unfunded Liabilities	2/1/2012	6/30/2032	Successor Agency / Various	OPEB Liability for Successor Agency Staff	Merged	182,872	N	\$ -						\$ -						\$ -
66	Successor Agency Admin.	Admin Costs	2/1/2012	6/30/2032	Successor Agency / Various	Operating costs	Merged	760,000	N	\$ 116,260					58,130	\$ 58,130					58,130	\$ 58,130

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name/Debt Obligation	Obligation Type	Contract/ Agreement Execution Date	Contract/ Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 24-25 Total	24-25A (July - December)					24-25A Total	24-25B (January - June)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
160	2018 Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	11/8/2018	9/1/2031	Bank of New York Mellon	Debt service on bonds to refund 2003 Bonds and 2011 Bonds	Merged	10,146,375	N	\$ 1,271,375				1,084,125		\$ 1,084,125				187,250		\$ 187,250
161	2018 Tax Allocation Bonds Series A-Indenture of Trust	Fees	11/8/2018	6/30/2032	Keyser Marston Associates / Urban Futures	Continuing disclosure	Merged	13,950	N	\$ 1,550						\$ -				1,550		\$ 1,550
162	2018 Tax Allocation Bonds Series A-Indenture of Trust	Fees	11/8/2018	6/30/2032	BLX	Arbitrage rebate analysis	Merged	13,500	N	\$ 1,500				1,500		\$ 1,500						\$ -
163	2018 Tax Allocation Bonds Series A-Indenture of Trust	Fees	11/8/2018	6/30/2032	Bank of NY Mellon	Trustee fees	Merged	14,400	N	\$ 1,800				1,800		\$ 1,800						\$ -
164	2018 Tax Allocation Bonds Series B	Bonds Issued After 12/31/10	11/8/2018	9/1/2028	Bank of New York Mellon	Debt service on bonds to refund 2003 Bonds and 2011 Bonds	Merged	41,728,815	N	\$ 10,589,151				10,022,567		\$ 10,022,567				566,584		\$ 566,584
165	2018 Tax Allocation Bonds Series B-Indenture of Trust	Fees	11/8/2018	6/30/2029	Keyser Marston Associates / Urban Futures	Continuing disclosure	Merged	4,000	N	\$ 500						\$ -				500		\$ 500
166	2018 Tax Allocation Bonds Series B-Indenture of Trust	Fees	11/8/2018	6/30/2029	BLX	Arbitrage rebate analysis	Merged	13,500	N	\$ 1,500				1,500		\$ 1,500						\$ -
167	2018 Tax Allocation Bonds Series B-Indenture of Trust	Fees	11/8/2018	6/30/2029	Bank of NY Mellon	Trustee fees	Merged	9,000	N	\$ 1,800				1,800		\$ 1,800						\$ -

Santa Ana
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
28	<i>Item has been completed.</i>
30	
33	
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166	
167	

Santa Ana Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E	F	G	H				
								Fund Sources			
								Bond Proceeds	Reserve Balance	Other Funds	RPTTF
Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments						
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)										
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount		1,404	0	44,884	1,394,978	The prior report did not include an adjustment for Other Funds. The beginning balance was adjusted to reconcile to the cash balance as of June 30, 2021.				
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller		-		250,826	5,224,307					
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)				226,471	6,743,444					
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		1,404								
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC	No entry required					85,472				
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 69,239	\$ (209,631)	Notified DOF of negative balance and will analyze balance.				

EXHIBIT B

City of Santa Ana Successor Agency to the former Community Redevelopment Agency FY 2024-2025 Administrative Allowance Budget

<u>Direct Personnel Costs</u>	<u>Department *</u>	<u>Fiscal Year</u>		<u>Hourly Rate</u>	<u>Successor Agency Hours</u>	<u>SA Administration</u>
		<u>2024/2025 Costs</u>	<u>61000 (Salaries)</u>			
Executive Director	CDA	\$ 202,902	\$ 2,341	\$ 97.54	24	2,341
Administrative Services Manager	CDA	182,743	\$ 19,329	87.86	220	19,329
Management Analyst	CDA	99,238	\$ 6,202	47.72	130	6,204
Accounting Assistant	CDA	65,582	\$ 3,027	31.52	96	3,026
Community Development Commission Secretary	CDA	74,803	\$ 1,726	35.96	48	1,726
Accounting Manager	FMSA	187,316	\$ 360	90.06	4	360
Senior Accountant	FMSA	95,926	\$ 2,214	46.12	48	2,214
Assistant City Attorney	CAO	178,268	\$ 3,085	85.70	36	3,085
Total Direct Personnel Costs			38,285		606	38,285

Other Direct Costs

Benefits Overhead - Shared cost allocation	390
Building Rental/Maintenance - Shared cost allocation	6,580
Communications - Landlines	240
Consultants - Outside legal counsel / Financial / etc.	1,950
Copier Lease - Shared cost allocation	500
Debt Service - Shared allocation of 2021 Pension Obligation Bond debt service payments	4,970
Insurance Charges - Shared cost allocation	2,610
IT Maintenance Charge - Shared cost allocation	2,340
Laserfiche - Shared cost allocation for document management software	1,540
LRPMP - Property maintenance, updated appraisals, escrow fees, and advertising	35,000
Supplies, printing, misc. items	4,380
Training / Mileage	100
Unfunded Accrued Liability - Shared cost allocation	8,590
Worker Compensation Insurance - Shared cost allocation	2,300
Total Other Direct Cost	71,490

Indirect Costs (based on direct salary charges)

Indirect Costs - 16.94% for FY 23/24	6,485
Includes City Manager's Office, Human Resources, Accounting, Purchasing, Treasury, Management & Support services.	
Total Indirect Cost	6,485

Total Successor Agency Admin Allowance Cost **\$ 116,260**

* CDA = Community Development Agency
FMSA = Finance & Management Services Agency
CAO = City Attorney's Office

**City of Santa Ana Successor Agency
FY 2024-25
Administrative Allowance
Description of Personnel Positions and Functions**

<u>Position</u>	<u>Department</u>	<u>Summary of Job Duties Pertaining to Successor Agency</u>	<u>Hours</u>	<u>Frequency (Months)</u>	<u>Total</u>
Executive Director	CDA	Oversees the entire dissolution process as City Manager's designee. Attends Successor Agency, Oversight Board and Meet and Confer meetings and updates City management on RDA dissolution. Meets weekly with staff to review wind down activities.	2	12	24
Administrative Services Manager	CDA	Prepares all staff reports and attachments for, and attends all Successor Agency and Oversight Board meetings. Administers all enforceable obligations on a daily basis. Approves all invoices. Prepares journal entries as needed. Reconciles projects expenses. Prepares ROPS & PPA and works with other departments.	18	12	220
Management Analyst	CDA	Backup to the Administrative Services Manager. Provides assistance in reconciliation, analysis, and oversight of enforceable obligations. Sets up projects and activities in financial system. Prepares and processes any travel related requests. Assists with document management of former RDA records.	10	12	130
Accounting Assistant	CDA	Posts attendance for payroll charges to Successor Agency accounts for 24 pay periods. Assists in preparation of journal entries. Processes direct payment vouchers for Successor Agency invoices.	8	12	96
Community Development Commission Secretary	CDA	Assists in the preparation, submission, and tracking of Successor Agency staff reports to Clerk of the Council. Assists with filing, scanning, and other records retention related tasks for former RDA and current Successor Agency files on an on-going basis.	4	12	48
Total Community Development Agency					518
Accounting Manager	FMSA	Review final ROPS cash balance worksheet. Reconciles monthly bank statements related to Successor Agency transactions. Reviews and makes final approval of all journal entries for monthly closing. Additional hours during July - December for financial statements, addressing audit questions, and ACFR preparation.	4	1	4
Senior Accountant	FMSA	Prepares ROPS Cash Balance worksheet. Approves direct payment vouchers for payment of invoices. Reviews monthly fund balance and analyzes for month end closing. Reviews and processes journal entries as needed. Approves set up of projects and activities in financial system. Prepares all fiscal year end transactions. Additional hours during July - December for financial statements, addressing audit questions, and ACFR preparation.	4	12	48
Total Finance & Management Services Agency					52
Assistant City Attorney	CAO	Provides legal guidance on Dissolution Act and former RDA agreements/issues. Drafts and reviews Successor Agency resolutions. Attends Successor Agency meetings as necessary.	3	12	36
Total City Attorney's Office					36

City of Santa Ana Successor Agency
FY 2024-25
Administrative Allowance
Description of Other Direct and Indirect Costs

<u>Line Item</u>	<u>Description</u>
Benefits Overhead	Shared cost allocation of health care, dental, life insurance, LTD, etc. services provided by HR / Benefits
Building Rental / Maintenance	Shared cost allocation of City Hall building maintenance, janitorial services, utilities, and security guard services
Communications	Monthly telephone charges for direct lines, and allocation for shared telecommunication lines and system maintenance
Consultants	Outside legal counsel, financial consultants, appraisers, etc. on an as-needed basis
Copier Lease	Shared cost allocation of Sharp copier leases
Debt Service	Shared cost allocation of debt service for the 2021 Pension Obligation Bonds
Indirect Costs	Charges for City general overhead expense (City Manager's Office, Human Resources, Accounting, Purchasing, Treasury, Management and Support)
Insurance Charges	Shared cost allocation of premiums for Liability and Property Insurance, employee Group Insurance and Workers Compensation Insurance
IT Maintenance Charges	Shared cost allocation of computer services, maintenane of software, and a reserve for equipment replacement
Laserfiche	Shared cost allocation for document management software license and maintenance
LRPMP	Property maintenance, updated appraisal, escrow fees to dispose of remaining real property (if not completed during ROPS 21-22 period)
Supplies, Printing, Misc.	Direct office supplies, materials, non-consumable items, computer-related hardware/peripherals less than \$5,000, duplication costs, postage, etc. for Successor Agency staff
Training / Mileage	Registration fees and travel related expenses for Succesor Agency staff
Unfunded Accrued Liability	Shared cost allocation of liability payment to CalPERS (employer's contribution) for former employees and current employees assigned to the former RDA
Worker Compensation Insurance	Shared cost allocation of worker compensation insurance

SUCCESSOR AGENCY RESOLUTION NO. 2024-001

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF SANTA ANA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE 24-25 FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2025 PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(o), AND PART 1.85 OF DIVISION 24 OF THE CALIFORNIA HEALTH AND SAFETY CODE ("DISSOLUTION ACT")

BE IT RESOLVED BY THE MEMBERS OF THE SUCCESSOR AGENCY OF THE CITY OF SANTA ANA, AS FOLLOWS:

Section 1. The City Council of Santa Ana, acting as Successor Agency, conclusively finds, determines and declares as follows:

- A. On January 9, 2012, pursuant to section 34173 of the California Health & Safety Code, the City of Santa Ana ("City") elected to serve as the Successor Agency for the dissolved Community Redevelopment Agency ("Agency") of the City of Santa Ana and selected the Housing Authority of the City of Santa Ana to act as "Successor Housing Agency."
- B. The City Council serves as the governing body of the Successor Agency under the Dissolution Act, as amended by AB 1484, AB 471, and SB 107, to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs.
- C. SB 107 revised the timeline for the preparation of the required Recognized Obligation Payment Schedule ("ROPS") from each six-month period to a one-year period beginning July 1, 2016.
- D. The annual ROPS includes the administrative cost allowance as required under Health and Safety Code Section 34177 (j) through (k).
- E. The annual ROPS for the July 1, 2024 through June 30, 2025 period must be approved by the Countywide Oversight Board and submitted to the County Auditor- Controller, State Controller's Office, and to the State Department of Finance ("DOF") no later than February 1, 2024.

Section 2. The Successor Agency approves the Recognized Obligation Payment Schedule 24-25, attached hereto as Exhibit A and incorporated herein by this reference, and authorizes the submission to the County of Orange and Countywide Oversight Board for review and approval.

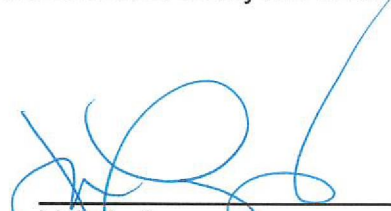
Section 3. Pursuant to the Dissolution Act, the Successor Agency further authorizes the transmittal of the ROPS 24-25, upon subsequent Countywide Oversight Board approval, to DOF with copies to the County Administrative Officer, the County Auditor-Controller, and the State Controller's Office.

Section 4. The City Manager, or his/her designee ("City Manager"), is directed to post on the City's website the ROPS 24-25 in the manner required by law.

Section 5. The City Manager and/or the Executive Director of Community Development, or their respective designees, as delegated officials of the City acting as Successor Agency, are authorized to make or accept any augmentation, modification, additions, or revisions to the ROPS as may be necessary and appropriate in their reasonable discretion, based on review or communications from the Countywide Oversight Board, the State Department of Finance or County of Orange.

Section 6. This Resolution shall take effect immediately upon its adoption by the Successor Agency, and the Clerk of the Council shall attest to and certify the vote adopting of this Resolution.

ADOPTED this 16th day of January, 2024.



Valerie Amezcua
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: Laura A. Rossini
for Andrea Garcia-Miller
Assistant City Attorney

AYES:	Councilmembers:	<u>Amezcua, Bacerra, Hernandez, Penaloza, Phan, Vazquez (6)</u>
NOES:	Councilmembers:	<u>None (0)</u>
ABSTAIN:	Councilmembers:	<u>None (0)</u>
NOT PRESENT:	Councilmembers:	<u>Lopez (1)</u>

CERTIFICATION OF ATTESTATION AND ORIGINALITY

I, Jennifer L. Hall, City Clerk, do hereby attest to and certify the attached Resolution No. 2024-001 to be the original resolution adopted by the City Council acting as the Successor Agency to the former Community Redevelopment Agency on January 16, 2024.

Date: 1/18/2024



City Clerk
City of Santa Ana

Exhibit A

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Santa Ana
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 113,236	\$ 113,236	\$ 226,472
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	113,236	113,236	226,472
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G Administrative RPTTF	58,130	58,130	116,260
H Current Period Enforceable Obligations (A+E):	\$ 11,289,658	\$ 927,250	\$ 12,216,908

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby
certify that the above is a true and accurate Recognized Obligation
Payment Schedule for the above named successor agency.

Name Title
/s/ _____
Signature Date

A	B	C	D	E	F	G	H	I	J	K	L	M	24-25A (July - December)				P	Q	R	S	T	U	V	W
													Fund Sources											
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 24-25 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	24-25A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	24-25B Total		
154	2018 Tax Allocation Bonds Series A- Indenture of Trust	Fees	11/8/2018	6/30/2032	Bank of NY Mellon	Trustee fees	Merged	14,400	N	\$ 1,800				1,800		\$ 1,800							\$ -	
154	2018 Tax Allocation Bonds Series B	Bonds issued After 12/31/10	11/8/2018	9/17/2028	Bank of New York Mellon	Debt service on bonds to refund 2003 Bonds and 2011 Bonds	Merged	41,726,815	N	\$ 10,569,151				10,022,567		\$ 10,022,567				566,584			\$ 566,584	
155	2018 Tax Allocation Bonds Series B- Indenture of Trust	Fees	11/8/2018	6/30/2029	Keyser Marston Associates / Urban Futures	Continuing disclosure	Merged	4,000	N	\$ 500						\$ -				500			\$ 500	
156	2018 Tax Allocation Bonds Series B- Indenture of Trust	Fees	11/8/2018	6/30/2029	BLX	Arbitrage rebate analysis	Merged	13,500	N	\$ 1,500				1,500		\$ 1,500							\$ -	
157	2018 Tax Allocation Bonds Series B- Indenture of Trust	Fees	11/8/2018	6/30/2029	Bank of NY Mellon	Trustee fees	Merged	9,000	N	\$ 1,800				1,800		\$ 1,800							\$ -	

Santa Ana

Recognized Obligation Payment Schedule (ROPS 24-25) - Notes

July 1, 2024 through June 30, 2025

Item #	Notes/Comments
28	<i>Item has been completed.</i>
30	
33	
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Santa Ana Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
 July 1, 2021 through June 30, 2022
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#).

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin	Comments
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount		1,404	0	44,884	1,394,978	The prior report did not include an adjustment for Other Funds. The beginning balance was adjusted to reconcile to the cash balance as of June 30, 2021.
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller				250,826	5,224,307	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)				226,471	6,743,444	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		1,404				
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			85,472	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0	\$ 0	\$ 0	\$ 69,239	\$ (209,631)	Notified DOF of negative balance and will analyze balance.



Transmitted via e-mail

April 4, 2023

Waldo Barela, Administrative Services Manager
City of Santa Ana
P.O. Box 1988
Community Development Agency, M-25
Santa Ana, CA 92702-1988

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Santa Ana Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 30, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance approves all of the items listed on the ROPS 23-24 at this time. However, Finance notes the following:

- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 Redevelopment Property Tax Trust Fund (RPTTF) distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$11,729,972, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

This is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>


This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Joshua Mortimer, Supervisor, or Mark-Anthony Lacy, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Reichelle De Jesus, Management Analyst, City of Santa Ana
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County
Kathy Tavoularis, Countywide Oversight Board Representative

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 10,688,047	\$ 1,038,742	\$ 11,726,789
Administrative RPTTF Requested	62,500	62,500	125,000
Total RPTTF Requested	10,750,547	1,101,242	11,851,789
RPTTF Authorized	10,688,047	1,038,742	11,726,789
Administrative RPTTF Authorized	62,500	62,500	125,000
ROPS 20-21 Prior Period Adjustment (PPA)	(121,817)	0	(121,817)
Total RPTTF Approved for Distribution	\$ 10,628,730	\$ 1,101,242	\$ 11,729,972

ATTACHMENT 4

The foregoing was passed and adopted by the following vote of the Orange Countywide Oversight Board on TUESDAY, JANUARY 24, 2023

YES: CHARLES BARFIELD, STEVE FRANKS, STEVE JONES,
ANIL KUKREJA, BRIAN PROBOLSKY, DEAN WEST,
PHILLIP E. YARBROUGH

NOES:
EXCUSED:
ABSTAINED:




BRIAN PROBOLSKY
CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, KATHY TAVOULARIS, Clerk of the Orange Countywide Oversight Board, Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange Countywide Oversight Board.

IN WITNESS WHEREOF, I have hereto set my hand.



KATHY TAVOULARIS
Clerk
Orange Countywide Oversight Board

Resolution No: 23-019

Agenda Date: Tuesday, January 24, 2023

Item No: 6j

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 23-019**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF SANTA ANA *APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE [ROPS] 2023-24 A-B FOR THE ANNUAL FISCAL PERIOD OF
JULY 1, 2023 TO JUNE 30, 2024, INCLUDING THE FY 2023-24 ADMINISTRATIVE
BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT
OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING
POSTING AND TRANSMITTAL THEREOF*

WHEREAS, the Community Redevelopment Agency of the City of Santa Ana (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Santa Ana (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Community Redevelopment Agency of the City of Santa Ana (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2023-24 A-B fiscal period of July 1, 2023 to June 30, 2024 (“ROPS 23-24

A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2023; and

WHEREAS, the ROPS 23-24, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2023-24 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 23-24 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 23-24 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 23-24 A-B submitted therewith and incorporated by this reference, including the FY 2023-24 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 23-24 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Santa Ana’s City Manager or authorized designee is directed to post this Resolution, including the ROPS 23-24 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Santa Ana
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D):	\$ 113,236	\$ 113,236	\$ 226,472
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	113,236	113,236	226,472
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 10,750,547	\$ 1,101,242	\$ 11,851,789
F RPTTF	10,688,047	1,038,742	11,726,789
G Administrative RPTTF	62,500	62,500	125,000
H Current Period Enforceable Obligations (A+E):	\$ 10,863,783	\$ 1,214,478	\$ 12,078,261

Certification of Oversight Board Chairman:
Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Brian Probolsky, Chairman
Name _____ Title _____
Probolsky
/s/ _____
Signature _____ Date _____

Santa Ana Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H				
								Fund Sources			
								Bond Proceeds	Reserve Balance	Other Funds	RPTTF
Bonds issued on or before 12/31/10	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, Grants, Interest, etc.	Non-Admin and Admin								
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)										
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount	0	1,398		804,047	1,941,356					
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller	0	6		238,495	2,814,465					
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)										
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		1,404		226,471	3,360,843					
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC						121,817				
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$ 0 \$	0 \$	0 \$	0 \$	816,071 \$	1,273,161				

No entry required

Santa Ana

Recognized Obligation Payment Schedule (ROPS 23-24) - Notes

July 1, 2023 through June 30, 2024

Item #	Notes/Comments
28	
30	
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Transmitted via e-mail

April 15, 2022

Marc Morley, Economic Development Manager
City of Santa Ana
60 Civic Center Plaza, M-25
Santa Ana, CA 92701

2022-23 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Santa Ana Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2022 through June 30, 2023 (ROPS 22-23) to the California Department of Finance (Finance) on February 1, 2022. Finance has completed its review of the ROPS 22-23.

Based on a sample of line items reviewed and application of the law, Finance approves all of the items listed on the ROPS 22-23 at this time.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2019 through June 30, 2020 (ROPS 19-20) period. The ROPS 19-20 prior period adjustment (PPA) will offset the ROPS 22-23 Redevelopment Property Tax Trust Fund (RPTTF) distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$11,468,589, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2022 through December 31, 2022 period (ROPS A period), and one distribution for the January 1, 2023 through June 30, 2023 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 22-23 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

This is our final determination regarding the obligations listed on the ROPS 22-23. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 22-23 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 22-23 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Todd Vermillion, Supervisor, or Mark-Anthony Lacy, Staff, at (916) 322-2985.

Sincerely,

Original signed by Cheryl L. McCormick for:

JENNIFER WHITAKER
Program Budget Manager

cc: Steven A. Mendoza, Assistant City Manager, City of Santa Ana
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County

Approved RPTTF Distribution July 2022 through June 2023			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 10,203,148	\$ 1,213,497	\$ 11,416,645
Administrative RPTTF Requested	65,000	65,000	130,000
Total RPTTF Requested	10,268,148	1,278,497	11,546,645
RPTTF Authorized	10,203,148	1,213,497	11,416,645
Administrative RPTTF Authorized	65,000	65,000	130,000
ROPS 19-20 prior period adjustment (PPA)	(78,056)	0	(78,056)
Total RPTTF Approved for Distribution	\$ 10,190,092	\$ 1,278,497	\$ 11,468,589


ATTACHMENT 6

The foregoing was passed and adopted by the following vote of the Orange Countywide Oversight Board on TUESDAY, JANUARY 25, 2022

YES: STEVE FRANKS, STEVE JONES, ANIL KUKREJA, BRIAN PROBOLSKY, DEAN WEST, PHILLIP E. YARBROUGH

NOES: CHARLES BARFIELD

EXCUSED:
ABSTAINED:

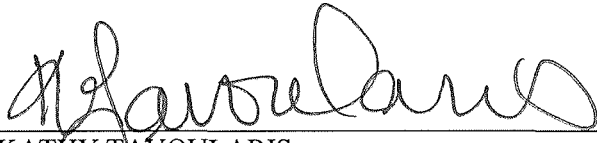


BRIAN PROBOLSKY
CHAIRMAN

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, KATHY TAVOULARIS, Clerk of the Orange Countywide Oversight Board, Orange County, California, hereby certify that a copy of this document has been delivered to the Chairman of the Board and that the above and foregoing Resolution was duly and regularly adopted by the Orange Countywide Oversight Board.

IN WITNESS WHEREOF, I have hereto set my hand.



KATHY TAVOULARIS
Clerk
Orange Countywide Oversight Board

Resolution No: 22-019

Agenda Date: Tuesday, January 25, 2022

Item No: 6j

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 22-019**

A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF SANTA ANA *APPROVING THE RECOGNIZED OBLIGATION
PAYMENT SCHEDULE [ROPS] 2022-23 A-B* FOR THE ANNUAL FISCAL PERIOD OF
JULY 1, 2022 TO JUNE 30, 2023, INCLUDING THE FY 2022-23 ADMINISTRATIVE
BUDGET, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT
OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING
POSTING AND TRANSMITTAL THEREOF

WHEREAS, the Community Redevelopment Agency of the City of Santa Ana (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Santa Ana (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code, which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Community Redevelopment Agency of the City of Santa Ana (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, Section 34177(l) and 34177(o) of the Dissolution Law requires that the annual ROPS for the 2022-23 A-B fiscal period of July 1, 2022 to June 30, 2023 (“ROPS 22-23

A-B”) shall be submitted to the DOF by the Successor Agency, after approval by the Orange Countywide Oversight Board, no later than February 1, 2022; and

WHEREAS, the ROPS 22-23, in the form required by DOF, is attached as Exhibit A and the Fiscal Year (“FY”) 2022-23 Administrative Budget is attached as Exhibit B, and both attachments are fully incorporated by this reference; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and considered the Successor Agency’s ROPS 22-23 A-B and desires to approve it and authorize and direct the Successor Agency staff to transmit the ROPS 22-23 A-B to the DOF, with copies to the County Executive Officer (“CEO”), County Auditor-Controller (“CAC”), and the State Controller’s Office (“SCO”) as required under the Dissolution Law;

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. The Orange Countywide Oversight Board hereby approves ROPS 22-23 A-B submitted therewith and incorporated by this reference, including the FY 2022-23 administrative budget included herewith.

SECTION 3. The Orange Countywide Oversight Board authorizes transmittal of the ROPS 22-23 A-B to the DOF, with copies to the CEO, the CAC, and the SCO.

SECTION 4. The City of Santa Ana’s City Manager or authorized designee is directed to post this Resolution, including the ROPS 22-23 A-B, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under Section 34179(h), written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF’s choosing. The Orange Countywide Oversight Board’s action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

EXHIBIT A

Recognized Obligation Payment Schedule (ROPS 22-23) - Summary
 Filed for the July 1, 2022 through June 30, 2023 Period

Successor Agency: Santa Ana

County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	22-23A Total (July - December)	22-23B Total (January - June)	ROPS 22-23 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 113,236	\$ 113,236	\$ 226,472
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	113,236	113,236	226,472
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 10,268,148	\$ 1,278,497	\$ 11,546,645
F RPTTF	10,203,148	1,213,497	11,416,645
G Administrative RPTTF	65,000	65,000	130,000
H Current Period Enforceable Obligations (A+E)	\$ 10,381,384	\$ 1,391,733	\$ 11,773,117

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Brian Probolsky, chairman
 Name Title

/s/ [Signature]
 Signature

1/25/22
 Date

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 22-23 Total	L ROPS 22-23A (Jul - Dec)				M ROPS 22-23B (Jan - Jun)				W Total							
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds		RPTTF	Admin RPTTF					
	Agency Admin.		2012		Agency / Various	costs																				
119	Employee Layoff/Termination Payment Obligations	Unfunded Liabilities	02/01/2012	06/30/2032	Successor Agency / Employees	Section 34171 (d)(1)(C) - Collective Bargaining Agreements for Layoffs / Terminations	Merged	107,509	N	\$-															\$-	
129	Housing Entity Administrative Cost Allowance	Housing Entity Admin Cost	07/01/2014	07/01/2018	Successor Housing Agency / various	Section 34171 (p) - Housing Entity Administrative Cost Allowance	Merged	-	Y	\$-															\$-	
160	2018 Tax Allocation Bonds Series A	Bonds Issued After 12/31/10	11/08/2018	09/01/2031	Bank of New York Mellon	Debt service on bonds to refund 2003 Bonds and 2011 Bonds		12,686,025	N	\$1,270,650				1,040,775										229,875		\$229,875
161	2018 Tax Allocation Bonds Series A-Indenture of Trust	Fees	11/08/2018	06/30/2032	Keyser Marston Associates / Urban Futures	Continuing disclosure		18,600	N	\$1,550													1,550		\$1,550	
162	2018 Tax Allocation Bonds Series A-Indenture of Trust	Fees	11/08/2018	06/30/2032	BLX	Arbitrage rebate analysis		19,500	N	\$1,500				1,500												\$-
163	2018 Tax Allocation Bonds Series A-Indenture of Trust	Fees	11/08/2018	06/30/2032	Bank of NY Mellon	Trustee fees		16,200	N	\$1,800				1,800												\$-
164	2018 Tax Allocation Bonds Series B	Bonds Issued After 12/31/10	11/08/2018	09/01/2028	Bank of New York Mellon	Debt service on bonds to refund 2003 Bonds and 2011 Bonds		61,945,298	N	\$9,952,345				9,060,773										891,572		\$891,572
165	2018 Tax Allocation Bonds Series B-Indenture of Trust	Fees	11/08/2018	06/30/2029	Keyser Marston Associates / Urban Futures	Continuing disclosure		4,500	N	\$500													500			\$500

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U			V	W
																				ROPS 22-23B (Jan - Jun)				
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 22-23 Total	ROPS 22-23A (Jul - Dec)			Fund Sources			Fund Sources			22-23B Total				
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	22-23A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF			
166	2018 Tax Allocation Bonds Series B-Indenture of Trust	Fees	11/08/2018	06/30/2029	BLX	Arbitrage rebate analysis		13,500	N	\$1,500	-	-	-	1,500	-	\$1,500	-	-	-	-	-	-	\$-	
167	2018 Tax Allocation Bonds Series B-Indenture of Trust	Fees	11/08/2018	06/30/2029	Bank of NY Mellon	Trustee fees		10,800	N	\$1,800	-	-	-	1,800	-	\$1,800	-	-	-	-	-	-	\$-	

Santa Ana
Recognized Obligation Payment Schedule (ROPS 22-23) - Report of Cash Balances
July 1, 2019 through June 30, 2020
 (Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.											
A	B	C	D	E	F	G	H	Fund Sources			
								Bond Proceeds	Reserve Balance	Other Funds	RPTTF
								Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.
	ROPS 19-20 Cash Balances (07/01/19 - 06/30/20)										
1	Beginning Available Cash Balance (Actual 07/01/19) RPTTF amount should exclude "A" period distribution amount.		172		208,542	49,285					
2	Revenue/Income (Actual 06/30/20) RPTTF amount should tie to the ROPS 19-20 total distribution from the County Auditor-Controller		1,226		306,863	5,836,773					
3	Expenditures for ROPS 19-20 Enforceable Obligations (Actual 06/30/20)				416,971	5,808,002					
4	Retention of Available Cash Balance (Actual 06/30/20) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)		1,398								
5	ROPS 19-20 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 19-20 PPA form submitted to the CAC					78,056					
6	Ending Actual Available Cash Balance (06/30/20) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$98,434	\$-	\$-				

Santa Ana
Recognized Obligation Payment Schedule (ROPS 22-23) - Notes
July 1, 2022 through June 30, 2023

Item #	Notes/Comments
28	
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EXHIBIT B

City of Santa Ana
Successor Agency to the former Community Redevelopment Agency
FY 2022-23
Administrative Allowance Budget

<u>Direct Personnel Costs</u>	<u>Department</u> *	<u>Hourly Rate</u>	<u>Successor Agency Hours</u>	<u>SA Administration</u>	<u>% of Time Spent on SA Issues</u>
Assistant City Manager / Executive Director	CDA	\$ 141.66	60	8,500	2.88%
Principal Management Analyst	CDA	84.40	312	26,333	15.00%
Management Analyst	CDA	51.52	96	4,946	4.62%
Senior Accounting Assistant	CDA	51.84	96	4,977	4.62%
Community Development Commission Secretary	CDA	46.54	48	2,234	2.31%
Accounting Manager	FMSA	73.50	-	-	0.00%
Senior Accountant	FMSA	70.00	48	3,360	2.31%
Assistant City Attorney	CAO	109.38	36	3,938	1.73%
Total Direct Personnel Costs			696	54,287	
<u>Other Direct Costs</u>					
Benefits Overhead - Shared cost allocation				720	
Building Rental/Maintenance - Shared cost allocation				5,410	
Communications - Shared cost allocation				1,200	
Consultants - Outside legal counsel / Financial / etc.				1,500	
Copier Lease - Shared cost allocation				500	
Debt Service - Shared allocation of 2021 Pension Obligation Bond debt service payments				3,000	
Delivery Charges - Shared cost allocation				280	
Insurance Charges - Shared cost allocation				7,640	
IT Maintenance Charge - Shared cost allocation				5,300	
Laserfiche - Shared cost allocation for document management software				1,000	
LRPMP - Property maintenance, updated appraisals, escrow fees				20,000	
Supplies, printing, misc. items				1,799	
Training / Mileage				100	
Unfunded Accrued Liability - Shared cost allocation				15,000	
Worker Compensation Insurance - Shared cost allocation				6,960	
Total Other Direct Cost				70,409	
<u>Indirect Costs (based on direct salary charges)</u>					
Indirect Costs - 12.08% for FY 21/22; rate for FY 21/22 TBD				5,305	
Includes City Manager's Office, Human Resources, Accounting, Purchasing, Treasury, Management & Support services.					
Total Indirect Cost				5,305	
Total Successor Agency Admin Allowance Cost				\$ 130,000	

* CDA = Community Development Agency
FMSA = Finance & Management Services Agency
CAO = City Attorney's Office

**City of Santa Ana Successor Agency
 FY 2022-23
 Administrative Allowance
 Description of Personnel Positions and Functions**

<u>Position</u>	<u>Department</u>	<u>Summary of Job Duties Pertaining to Successor Agency</u>	<u>Hours</u>	<u>Frequency (Months)</u>	<u>Total</u>
Assistant City Manager / Executive Director	CDA	Oversees the entire dissolution process as City Manager's designee. Attends Successor Agency, Oversight Board and Meet and Confer meetings and updates City management on RDA dissolution. Meets weekly with staff to review wind down activities.	5	12	60
Principal Management Analyst	CDA	Prepares all staff reports and attachments for, and attends all Successor Agency and Oversight Board meetings. Administers all enforceable obligations on a daily basis. Approves all invoices. Prepares journal entries as needed. Reconciles projects expenses. Prepares ROPS & PPA and works with other departments.	26	12	312
Management Analyst	CDA	Backup to the Principal Management Analyst. Provides assistance in reconciliation, analysis, and oversight of enforceable obligations. Assists with document management of former RDA records.	8	12	96
Senior Accounting Assistant	CDA	Posts attendance for payroll charges to Successor Agency accounts for 24 pay periods. Sets up projects and activities in financial system. Prepares and processes any travel related requests. Assists in preparation of journal entries. Processes direct payment vouchers for Successor Agency invoices.	8	12	96
Community Development Commission Secretary	CDA	Assists in the preparation, submission, and tracking of Successor Agency staff reports to Clerk of the Council. Assists with filing, scanning, and other records retention related tasks for former RDA and current Successor Agency files on an on-going basis.	4	12	48
Total Community Development Agency					612
Accounting Manager	FMSA	Review final ROPS cash balance worksheet. Reconciles monthly bank statements related to Successor Agency transactions. Reviews and makes final approval of all journal entries for monthly closing. Additional hours during July - December for financial statements, addressing audit questions, and CAFR preparation.	0	12	0
Senior Accountant	FMSA	Prepares ROPS Cash Balance worksheet. Approves direct payment vouchers for payment of invoices. Reviews monthly fund balance and analyzes for month end closing. Reviews and processes journal entries as needed. Approves set up of projects and activities in financial system. Prepares all fiscal year end transactions. Additional hours during July - December for financial statements, addressing audit questions, and CAFR preparation.	4	12	48
Total Finance & Management Services Agency					48
Assistant City Attorney	CAO	Provides legal guidance on Dissolution Act and former RDA agreements/issues. Drafts and reviews Successor Agency resolutions. Attends Successor Agency meetings as necessary.	3	12	36
Total City Attorney's Office					36

City of Santa Ana Successor Agency
FY 2022-23
Administrative Allowance
Description of Other Direct and Indirect Costs

<u>Line Item</u>	<u>Description</u>
Benefits Overhead	Shared cost allocation of health care, dental, life insurance, LTD, etc. services provided by HR / Benefits
Building Rental / Maintenance	Shared cost allocation of City Hall building maintenance, janitorial services, utilities, and security guard services
Communications	Monthly telephone charges for direct lines, and allocation for shared telecommunication lines and system maintenance
Consultants	Outside legal counsel, financial consultants, appraisers, etc. on an as-needed basis
Copier Lease	Shared cost allocation of Sharp copier leases
Debt Service	Shared cost allocation of debt service for the 2021 Pension Obligation Bonds
Delivery Charges	Shared cost allocation of mail delivery services by Central Services Division
Indirect Costs	Charges for City general overhead expense (City Manager's Office, Human Resources, Accounting, Purchasing, Treasury, Management and Support)
Insurance Charges	Shared cost allocation of premiums for Liability and Property Insurance, employee Group Insurance and Workers Compensation Insurance
IT Maintenance Charges	Shared cost allocation of computer services, maintenane of software, and a reserve for equipment replacement
Laserfiche	Shared cost allocation for document management software license and maintenance
LRPMP	Property maintenance, updated appraisal, escrow fees to dispose of remaining real property (if not completed during ROPS 21-22 period)
Supplies, Printing, Misc.	Direct office supplies, materials, non-consumable items, computer-related hardware/peripherals less than \$5,000, duplication costs, postage, etc. for Successor Agency staff
Training / Mileage	Registration fees and travel related expenses for Succesor Agency staff
Unfunded Accrued Liability	Shared cost allocation of liability payment to CalPERS (employer's contribution) for former employees and current employees assigned to the former RDA
Worker Compensation Insurance	Shared cost allocation of worker compensation insurance

Orange Countywide Oversight Board

Agenda Item No. 5a

Date: 1/23/2024

From: Successor Agency to the Placentia Redevelopment Agency

Subject: Resolution of the Countywide Oversight Board Approving the Last and Final Recognized Obligation Payment Schedule (L&F ROPS)

Recommended Action:

Approve resolution approving the L&F ROPS for the Placentia Successor Agency

The Placentia Successor Agency requests approval of the Last and Final Recognized Obligation Payment Schedule (L&F ROPS).

Senate Bill 107 (SB 107) from 2015 added Health and Safety Code Section 34191.6 which allows Successor Agencies that meet certain criteria to submit a L&F ROPS to the State of California Department of Finance (DOF). To submit a L&F ROPS:

- 1) The remaining debt on the ROPS must be limited to payments of enforceable obligations,
- 2) All remaining obligations must have been previously listed on a ROPS and approved for payment by DOF,
- 3) And the Successor Agency is not a party to pending litigation with the State.

The Successor Agency meets all of these requirements. On January 9, 2024, the Successor Agency to the Redevelopment Agency of the City of Placentia approved the Last and Final Recognized Obligation Payment Schedule (L&F ROPS) (Attachment No. 2). This action respectfully requests that the Orange Countywide Oversight Board review and approve the L&F ROPS for the Placentia Successor Agency (Attachment No. 1).

After approval by the Orange Countywide Oversight Board, the DOF has the final say as to whether to approve the L&F ROPS.

The remaining obligations on the L&F ROPS are:

2013 Tax Allocation Refunding Bonds

On December 1, 2013, the Successor Agency to the Redevelopment Agency of the City of Placentia issued a tax allocation refunding bond (TARB) in the amount of \$13,120,000. Proceeds of the bond were used to refund the 2002 Series A & Series B Tax Allocation Bonds and the 2009 Subordinate Tax Allocation Note. The bond proceeds, together with other funds deposited from reserves, redeemed the 2002 Series A outstanding principal of \$2,445,000, the 2002 Series B outstanding principal of \$3,670,000, and the 2009 Subordinate TAN outstanding principal of \$6,850,000. In lieu of funding the Reserve Account with proceeds of the Bonds, the Successor Agency has determined to purchase a Municipal Bond Debt Service Reserve Insurance Policy issued by the Insurer.

The bond is a special obligation of the Successor Agency. The bond does not constitute a debt or liability of the City of Placentia, County of Orange, state of California, or of any political subdivision thereof, other than the Successor Agency. The Successor Agency shall only be obligated to pay the principal of the bond, or interest thereon, from the funds described within the Official Statement. Neither the faith and credit nor the taxing power of the City of Placentia, the County of Orange, the state of California, or any of its political subdivisions is pledged to the payment of the principal of or the interest on the bond.

Debt Related Pledge of Revenue

The Successor Agency has pledged a portion of future tax increment revenues to repay the 2013 TARB as the source of repayment of this debt. Tax increment revenues were projected to produce a certain percentage of the debt service requirements over the life of the debt. Due to the dissolution of the former Placentia Redevelopment Agency, the pledged revenue is deposited to the County of Orange Redevelopment Property Tax Trust Fund (RPTTF). The County forwards the City funds to pay these recognized obligations.

Certificates of Participation City Reimbursement

On April 17, 2007, the City Council of the City of Placentia and the Board of Directors of the former Placentia Redevelopment Agency approved a reimbursement agreement between the City and the former Placentia Redevelopment Agency. This agreement provides that the former Placentia Redevelopment Agency will reimburse the City for a portion of the lease payment paid by the City to the bond trustee, with respect to the 2003 Certificates of Participation, which were refinanced during the year with the 2022 Certificates of Participation. The portion reimbursed is based upon the portion of the capital improvements and improved facilities benefiting from the original proceeds of the related debt issue that were within the confines of the redevelopment project area.

Impact on Taxing Entities

There will be no impact on Taxing Entities beyond the necessary use of RPTTF revenue for repayment of Enforceable Obligations as required by law. All tax RPTTF revenue not used to fulfill Auditor Controller administrative costs; tax sharing obligations; and Enforceable Obligations will be allocated by the Auditor Controller to all eligible taxing entities.

Agency Contact

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City Staff Consultant for Successor Agency
Kosmont Companies
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Email: bmoncrief@kosmont.com

Jeannette Ortega
Deputy Director of Administrative Services
City of Placentia
Phone: (714) 993-8264
Email: jortega@placentia.org

Attachments

- Attachment No. 1: Oversight Board Resolution Approving the Last and Final Annual Recognized Obligation Payment
- Attachment No. 2: Approved Placentia Successor Agency Resolution No. RSA-2024-02 for the Last and Final Recognized Obligation Payment Schedule
- Attachment No. 3: Recognized Obligation Payment Schedule (ROPS) 23-24 and Admin Budget
- Attachment No. 4: Department of Finance Letter on ROPS 23-24

**RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD
RESOLUTION NO. 24-018**

**A RESOLUTION OF THE ORANGE COUNTYWIDE OVERSIGHT BOARD WITH
OVERSIGHT OF THE SUCCESSOR AGENCY TO THE CITY OF PLACENTIA
*APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE
[ROPS]*, SUBJECT TO SUBMITTAL TO, AND REVIEW BY THE STATE DEPARTMENT
OF FINANCE [DOF] PURSUANT TO DISSOLUTION LAW, AND AUTHORIZING
POSTING AND TRANSMITTAL THEREOF**

WHEREAS, the City of Placentia (“Former Agency”) was established as a community redevelopment agency that was previously organized and existing under the California Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*, and previously authorized to transact business and exercise powers of a redevelopment agency pursuant to action of the City Council of the City of Placentia (“City”); and

WHEREAS, Assembly Bill x1 26 added Parts 1.8 and 1.85 to Division 24 of the California Health and Safety Code (HSC), which caused the dissolution of all redevelopment agencies and wind down of the affairs of former agencies, including as such laws were amended by Assembly Bill 1484 and by other subsequent legislation (“Dissolution Law”); and

WHEREAS, as of February 1, 2012 the Agency was dissolved pursuant to the Dissolution Law, and as a separate public entity, corporate and policy the Successor Agency to the Placentia (“Successor Agency”) administers the enforcement obligations of the Former Agency and otherwise unwinds the Former Agency’s affairs, all subject to the review and approval by a seven-member oversight board; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j) on July 1, 2018 the Orange Countywide Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency and all other successor agencies in Orange County; and

WHEREAS, every oversight board, both the prior local oversight board and this newly established Orange Countywide Oversight Board, have fiduciary responsibilities to the holders of enforceable obligations and to the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of the Dissolution Law; and

WHEREAS, HSC Section 34191.6 allows Successor Agencies to prepare a Last and Final Recognized Obligation Payment Schedule (L&F ROPS); and

WHEREAS, HSC Section 34177(m), 34177(o) and 34179 provide that each ROPS is submitted to, review and approved by the Successor Agency and then reviewed and approved by the Orange Countywide Oversight Board final review and approval by the State Department of Finance (“DOF”); and

WHEREAS, the Last and Final Recognized Obligation Payment Schedule (L&F ROPS), has been prepared and presented for consideration to the Orange Countywide Oversight Board; and

WHEREAS, the Orange Countywide Oversight Board has reviewed and duly considered the L&F ROPS, and other evidence and testimony presented related thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTYWIDE OVERSIGHT BOARD:

SECTION 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

SECTION 2. Pursuant to the Dissolution Law, the Oversight Board hereby approves the Last and Final Recognized Obligation Payment Schedule (L&F ROPS); provided however, that the L&F ROPS is subject to the condition that such L&F ROPS is to be submitted to and reviewed by the DOF. Further, the City Administrator and/or his authorized designees, in consultation with legal counsel, shall be authorized to discuss this matter with the DOF and make augmentations, modifications, additions, or revisions to the L&F ROPS as may be necessary or directed by the DOF.

SECTION 3. The Oversight Board authorizes transmittal of the L&F ROPS to the DOF, with copies to the County Administrative Office, the County Auditor-Controller, and the State Controller's Office.

SECTION 4. The City Administrator and/or his authorized designee is directed to post this Resolution, including the L&F ROPS, on the City/Successor Agency website pursuant to the Dissolution Law.

SECTION 5. Under HSC Section 34179(h) written notice and information about certain actions taken by the Orange Countywide Oversight Board shall be provided to the DOF by electronic means and in a manner of DOF's choosing. The Orange Countywide Oversight Board's action shall become effective five (5) business days after notice in the manner specified by the DOF unless the DOF requests a review.

SECTION 6. The Clerk of the Board shall certify to the adoption of this Resolution.

RESOLUTION NO. RSA-2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, APPROVING AND ADOPTING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2033

A. Recitals.

(i) On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii) The Dissolution Act and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City, the role of Successor Agency to the former Redevelopment Agency ("Successor Agency").

(iv) California Health and Safety Code § 34177 provides that before each twelve-month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of a former redevelopment agency.

(v) Health and Safety Code § 34177(0)(1) requires a Successor Agency to submit an oversight board approved ROPS to the State Department of Finance and the County Auditor Controller no later than February 1st of each year.

(vi) Pursuant to Health and Safety Code § 34191.6, the Successor Agency may file a Last and Final Recognized Obligation Payment Schedule.

(vii) If the Last and Final ROPS is approved by the State Department of Finance, the City would no longer need to prepare the annual ROPS.

(viii) The City Council, in its capacity as the Successor Agency, desires to adopt this Resolution approving the Last and Final ROPS in accordance with California Health and Safety Code § 34191.6.

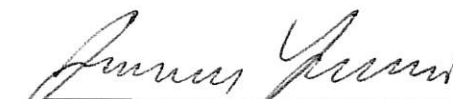
(ix) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City Council, acting in its capacity as the Successor Agency, approves and authorizes transmittal of the Last and Final ROPS, covering the period of July 1, 2024 through June 30, 2033, in substantially the form attached hereto as Exhibit "A", as required by State law.
3. In retaining the responsibilities of the Redevelopment Agency of the City of Placentia as provided in California Health and Safety Code § 34177, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability in retaining the responsibilities of the Redevelopment Agency of the City of Placentia under AB X1 26, AB 1484, and SB 107. Nothing in this Resolution shall be construed as a commitment, obligation, or debt of the City or any resources, funds, or assets of the City to fund the City's service as the Successor Agency to the Redevelopment Agency of the City of Placentia as provided in this Resolution.
4. The City Administrator, or his designee, hereby is authorized and directed to submit the Last and Final ROPS as set forth in Exhibit "A" to the Oversight Board for approval and transmittal to all required County and State agencies as well as to post the Last and Final ROPS on the Successor Agency's website.

PASSED, APPROVED and ADOPTED THIS 9TH DAY OF JANUARY 2024.



Jeremy Yamaguchi, Chairman

ATTEST:



Robert McKinnell, Agency Secretary



I, Robert McKinnell, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2024-02 was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 9th day of January 2024 by the following vote:

AYES:	Councilmembers:	Shader, Smith, Kirwin, Yamaguchi
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	Wanke
ABSTAIN:	Councilmembers:	None



Robert McKinnell, Agency Secretary

APPROVED AS TO FORM:



Christian L. Bettenhausen, General Counsel

Exhibit A:

Last and Final

Recognized Obligation Payment Schedule for July 1, 2024 to June 30, 2033

(SEE STAFF REPORT ATTACHMENT 2)

**Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary
Filed for the July 1, 2024 through June 30, 2033 Period**

Successor Agency: Placentia
County: Orange
Initial ROPS Period: 24-25A
Final ROPS Period: 32-33B

Requested Funding for Enforceable Obligations		Total Outstanding Obligation
A	Enforceable Obligations Funded as Follows (B+C)	\$-
B	Bond Proceeds	-
C	Other Funds	-
D	Redevelopment Property Tax Trust Fund (RPTTF) (E+F)	\$9,791,940
E	RPTTF	9,581,940
F	Administrative RPTTF	210,000
G	Total Outstanding Obligations (A+D)	\$9,791,940

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Placentia
Last and Final Recognized Obligation Payment Schedule (ROPS) - Summary by ROPS Period
July 1, 2024 through June 30, 2033

A Period July - December					
ROPS Period	Fund Sources				Six-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF	
	\$-	\$-	\$2,114,540	\$110,000	\$2,224,540
ROPS 24-25A	-	-	559,269	25,000	\$584,269
ROPS 25-26A	-	-	551,358	12,500	\$563,858
ROPS 26-27A	-	-	541,360	12,500	\$553,860
ROPS 27-28A	-	-	124,144	10,000	\$134,144
ROPS 28-29A	-	-	108,057	10,000	\$118,057
ROPS 29-30A	-	-	88,819	10,000	\$98,819
ROPS 30-31A	-	-	68,632	10,000	\$78,632
ROPS 31-32A	-	-	47,494	10,000	\$57,494
ROPS 32-33A	-	-	25,407	10,000	\$35,407

B Period January - June						
ROPS Period	Fund Sources				Six-Month Total	Twelve-Month Total
	Bond Proceeds	Other Funds	RPTTF	Admin RPTTF		
	\$-	\$-	\$7,467,400	\$100,000	\$7,567,400	\$9,791,940
ROPS 24-25B	-	-	881,781	25,000	\$906,781	\$1,491,050
ROPS 25-26B	-	-	892,816	12,500	\$905,316	\$1,469,174
ROPS 26-27B	-	-	903,144	12,500	\$915,644	\$1,469,504
ROPS 27-28B	-	-	917,057	10,000	\$927,057	\$1,061,201
ROPS 28-29B	-	-	937,819	10,000	\$947,819	\$1,065,876
ROPS 29-30B	-	-	957,632	10,000	\$967,632	\$1,066,451
ROPS 30-31B	-	-	976,494	10,000	\$986,494	\$1,065,126
ROPS 31-32B	-	-	999,407	10,000	\$1,009,407	\$1,066,901
ROPS 32-33B	-	-	1,250	-	\$1,250	\$36,657

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Placentia
County: Orange

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 37,583	\$ -	\$ 37,583
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	37,583	-	37,583
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 633,271	\$ 957,181	\$ 1,590,452
F RPTTF	572,833	896,743	1,469,576
G Administrative RPTTF	60,438	60,438	120,876
H Current Period Enforceable Obligations (A+E)	\$ 670,854	\$ 957,181	\$ 1,628,035

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Ward L. Smith, Chairman
 Name Title

/s/ Ward L. Smith 7/10/23
 Signature Date

**Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024**

A Item #	B Project Name	C Obligation Type	D Agreement Execution Date	E Agreement Termination Date	F Payee	G Description	H Project Area	I Total Outstanding Obligation	J Retired	K ROPS 23-24 Total	L ROPS 23-24A (Jul - Dec)				M ROPS 23-24B (Jan - Jun)				W 23-24B Total				
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	Bond Proceeds	Reserve Balance	Other Funds		RPTTF	Admin RPTTF		
																						Q 23-24A Total	R Bond Proceeds
4	2003 COPs City Reimbursement	Miscellaneous	11/01/2003	01/01/2028	City of Placentia	Amended & Restated Reimbursement Agreement	Merged	\$12,754,134	N	\$1,628,035	\$-	\$-	\$37,583	\$572,833	\$60,438	\$670,854	\$-	\$-	\$896,743	\$60,438	\$957,181		
9	Trustee Fees	Fees	07/01/2014	08/01/2032	US Bank	Trustee Fees for US Bank bond proceed holder	Merged	2,088,966	N	\$417,291	-	-	-	381,123	-	\$381,123	-	-	36,168	-	\$36,168		
15	Administrative Overhead	Admin Costs	07/01/2016	08/01/2032	City of Placentia	Allocated overhead for SA/OB operations	Merged	22,500	N	\$2,250	-	-	-	2,250	-	\$2,250	-	-	-	-	-	\$-	
19	Bond Administration	Fees	08/19/2008	12/31/2032	Kosmont Transactions Services	Continuing disclosure 2013 Bonds	Merged	12,500	N	\$1,250	-	-	-	-	-	\$-	-	-	1,250	-	-	\$1,250	
29	2013 Tax Allocation Refund Bond	Refunding Bonds Issued After 6/27/12	12/03/2013	08/01/2032	US Bank	2013 Tax Allocation Refund Bond	Merged	1,978,338	N	\$939,538	-	-	-	175,213	-	\$175,213	-	-	164,325	-	-	\$164,325	
32	2013 Tax Allocation Refund Bond	Reserves	12/03/2013	08/01/2032	US Bank	2013 Bond Debt Service Reserve	Merged	7,400,000	N	\$695,000	-	-	-	-	-	\$-	-	-	695,000	-	-	\$695,000	
36	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2023	City of Placentia	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	Merged	51,830	N	\$51,830	-	-	37,583	14,247	-	\$51,830	-	-	-	-	-	-	\$-
37	Real Property Transaction (110 S. Bradford Ave) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2022	City of Placentia	Real Property Transaction (110 S. Melrose) between City of Placentia and Redevelopment Agency	Merged	-	N	\$-	-	-	-	-	-	\$-	-	-	-	-	-	-	\$-

Piacentia
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
 (Report Amounts in Whole Dollars)

A	B				C				D				E				F				G				H								
	Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.																																
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)				Bond Proceeds				Reserve Balance				Other Funds				RPTTF				Comments												
				Bonds issued on or before 12/31/10				Bonds issued on or after 01/01/11				Prior ROPS RPTTF and Reserve Balances retained for future period(s)				Rent, grants, interest, etc.				Non-Admin and Admin													
1	Beginning Available Cash Balance (Actual 07/01/20) RPTTF amount should exclude "A" period distribution amount.																37,583								-								
2	Revenue/Income (Actual 06/30/21) RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller								23																1,954,111								
3	Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)																								1,859,405								
4	Retention of Available Cash Balance (Actual 06/30/21) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)																																
5	ROPS 20-21 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC																												94,706				
6	Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)				\$-				\$23				\$				\$37,583				\$-				\$-								

Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
4	
9	Trustee Fees
15	
19	
29	
32	
36	
37	



Transmitted via e-mail

March 17, 2023

Jeannette Ortega, Economic Development Manager
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

2023-24 Annual Recognized Obligation Payment Schedule

Pursuant to Health and Safety Code (HSC) section 34177 (o) (1), the City of Placentia Successor Agency (Agency) submitted an annual Recognized Obligation Payment Schedule for the period July 1, 2023 through June 30, 2024 (ROPS 23-24) to the California Department of Finance (Finance) on January 25, 2023. Finance has completed its review of the ROPS 23-24.

Based on a sample of line items reviewed and application of the law, Finance approves all of the items listed on the ROPS 23-24 at this time. However, Finance notes the following:

- The administrative costs claimed are within the fiscal year administrative cap pursuant to HSC section 34171 (b) (3). However, Finance notes the Oversight Board (OB) has approved an amount that appears excessive, given the number and nature of the obligations listed on the ROPS. HSC section 34179 (i) requires the OB to exercise a fiduciary duty to the taxing entities. Therefore, Finance encourages the OB to apply adequate oversight when evaluating the administrative resources necessary to successfully wind-down the Agency.

Pursuant to HSC section 34186, successor agencies are required to report differences between actual payments and past estimated obligations (prior period adjustments) for the July 1, 2020 through June 30, 2021 (ROPS 20-21) period. The ROPS 20-21 prior period adjustment (PPA) will offset the ROPS 23-24 Redevelopment Property Tax Trust Fund (RPTTF) distribution. The amount of RPTTF authorized includes the PPA resulting from the County Auditor-Controller's review of the PPA form submitted by the Agency.

The Agency's maximum approved RPTTF distribution for the reporting period is \$1,494,727, as summarized in the Approved RPTTF Distribution table (see Attachment).

RPTTF distributions occur biannually, one distribution for the July 1, 2023 through December 31, 2023 period (ROPS A period), and one distribution for the January 1, 2024 through June 30, 2024 period (ROPS B period), based on Finance's approved amounts. Since this determination is for the entire ROPS 23-24 period, the Agency is authorized to receive up to the maximum approved RPTTF through the combined ROPS A and B period distributions.

Jeannette Ortega
March 17, 2023
Page 2

This is our final determination regarding the obligations listed on the ROPS 23-24. This determination only applies to items when funding was requested for the 12-month period. If a determination by Finance in a previous ROPS is currently the subject of litigation, the item will continue to reflect the determination until the matter is resolved.

The ROPS 23-24 form submitted by the Agency and this determination letter will be posted on our website:

<http://dof.ca.gov/Programs/Redevelopment/ROPS/>

This determination is effective for the ROPS 23-24 period only and should not be conclusively relied upon for future ROPS periods. All items listed on a future ROPS are subject to Finance's review and may be adjusted even if not adjusted on this ROPS or a preceding ROPS. The only exception is for items that have received a Final and Conclusive determination from Finance pursuant to HSC section 34177.5 (i). Finance's review of Final and Conclusive items is limited to confirming the scheduled payments as required by the obligation.

The amount available from the RPTTF is the same as the amount of property tax increment available prior to the enactment of the redevelopment dissolution law. Therefore, as a practical matter, the ability to fund the items on the ROPS with property tax increment is limited to the amount of funding available to the Agency in the RPTTF.

Please direct inquiries to Joshua Mortimer, Supervisor, or Jeremy Bunting, Staff, at (916) 322-2985.

Sincerely,



 JENNIFER WHITAKER
Program Budget Manager

cc: Damien Arrula, City Administrator, City of Placentia
Christopher Ranftl, Administrative Manager I, Property Tax Unit, Orange County
Kathy Tavoularis, Countywide Oversight Board Representative

Approved RPTTF Distribution July 2023 through June 2024			
	ROPS A	ROPS B	Total
RPTTF Requested	\$ 572,833	\$ 896,743	\$ 1,469,576
Administrative RPTTF Requested	60,438	60,438	120,876
Total RPTTF Requested	633,271	957,181	1,590,452
RPTTF Authorized	572,833	896,743	1,469,576
Administrative RPTTF Authorized	60,438	60,438	120,876
ROPS 20-21 Prior Period Adjustment (PPA)	(95,725)	0	(95,725)
Total RPTTF Approved for Distribution	\$ 537,546	\$ 957,181	\$ 1,494,727

Orange Countywide Oversight Board

Agenda Item No. 6

Date: 01/23/2024

From: Successor Agency to the Fullerton Redevelopment Agency

Subject: Update on Title Status of Successor to the Fullerton Redevelopment Agency Miscellaneous Parcels Pending Transfer to the City of Fullerton

Recommended Action:

Receive Status Update and provide Feedback on Title Transfer Plan

The Fullerton Successor Agency was asked to provide an update on a plan and timeline to transfer various properties identified as holding title interest by the successor agency back to the City of Fullerton on July 26th, 2023.

The Fullerton Successor Agency completed informal bid collection from on-call real property title service providers to acquire title reports and identify a transition plan. The Successor Agency retained Pacific Coast Title Services on August 21st, 2023, to complete a preliminary title report and identify findings for real property interest. Services are to be covered with existing Successor Agency administrative budget allowance in the FY 23-24 ROPS. The agency also requested quotes from Monument Right of Way Services, Overland Pacific & Cutler Inc, and LM Right of Way and Real Estate Services to provide a roadmap to transfer properties in an expeditious manner.

Staff has determined that these parcels were not transferred to the City due to either the existence of an RDA long-term covenant such as the Miller Lease (Parcel No. 032-212-15) or due to documentation and title clearing challenges related to legal descriptions which occurred at the time of dissolution.

The following 9 parcels were preliminary identified as Successor Agency related which require title clearing and reconveyance:

1. 033-031-23 (LRPMP Asset #14 FTC Transit Parking Lot)
2. 033-031-37 (LRPMP Asset #14 FTC Area Divided Parcel)
3. 033-031-39 (LRPMP Asset #14 FTC North Transit Lot)
4. 033-031-40 (LRPMP Asset #14 FTC Transit Parking Lot)
5. 033-041-22 (APPEAR LRPMP Asset #14 FTC Likely Related to UP Park Trai)
6. 932-415-09 (Appear LRPMP Asset #2 Fox Condominium Project)
7. 932-415-10 (LRPMP Asset #2 Fox Condominium Project)
8. 032-212-15 (Non LRPMP, RDA Covenant, Land Sale July 2024 ROPS Item #62)
9. 029-033-38 (Unknown – Appears to be Asset #2, Further Research Required)

City Preliminary Research

City staff completed preliminary research on the 9 parcels by investigating status with Orange County Public Works Land Records Division. This research was conducted in January of 2023, and has been ongoing. Land Records results indicated no data on Parcel #'s 1-4 above. City staff confirmed that Parcel 032-212-15, is real property holding long-term covenants including a land lease which is listed on the FY 23-24 approved ROPS as item #11 (Ron Miller Lease).

Other Parcels above were further identified as corresponding with LRPMP assets and require further research to convey title back to the City. Based on preliminary findings, these parcels will be transferred as quickly as possible.

Fullerton Successor Agency Action

To complete the conveyance, the Successor Agency will rely on title reports from Pacific Coast

Title Company (Attached) as well as recommendations from a selected professional firm for title transfer. The recommended actions will then be confirmed by the Successor Agency Special Counsel at Rutan and Tucker and an update will be provided to the Oversight Board once all non-RDA covenant related parcels are transferred. Given that these parcels were identified and are associated with assets which were already transferred, there is no impact to the taxing entities. Obligations have already been secured for necessary parcels.

Miller Family Trust Site – APN No. 032-212-15

As it relates to 032-212-15 (Miller Property), Pursuant to prior approvals by the California Department of Finance that Item No.62 in the Recognized Obligation Payment Schedule is an enforceable obligation, the Fullerton Successor Agency is including a six million dollar (\$6,000,000) distribution from the Redevelopment Property Tax Trust Fund (RPTTF) for the upcoming 2024-2025 fiscal year.

Pursuant to two agreements that work in tandem and were approved back in July 2004, property owners Ronald F. Miller and Ronnie D. Miller, as Co-Trustees of the Ronald F. Miller Family Trust ("Millers") and the former Fullerton Redevelopment Agency ("RDA") entered into an Agreement to Lease approximately one (1) acre of real property used as a public parking lot located at 127 West Chapman Avenue, Fullerton, California (the "Property"), with a 20-year lease term that terminates on July 31, 2024. Upon the conclusion of that lease term (i.e., July 31, 2024), the Millers contracted to sell, and the RDA contracted to buy, the Property pursuant to that certain Agreement for Sale and Purchase of Real Estate ("Purchase and Sale Agreement"). The lease and purchase of the Property was also memorialized by that certain Memorandum of Lease and Purchase Agreement, recorded in the County Recorder's Office as Instrument No. 2004000732754.

Pursuant to the Purchase and Sale Agreement, the "Purchase Price," as defined therein, is the "Fair Market Value" of the "Land" as of the date that is ninety (90) days prior to the closing date of the escrow to facilitate the acquisition of the Property by the Successor Agency. Also as set forth in the Purchase and Sale Agreement, the "Fair Market Value" of the Land shall be the then current fair market value of the Land only (without any attribution of any value for any improvements or furnishings, fixtures, and equipment that may be located on, over, or under or affixed to on the Land or any improvements thereon) based upon the then-existing highest and best use of the Property.

As more specifically described and contracted in the Purchase and Sale Agreement, the exact amount of the Purchase Price will require the obtaining of an appraisal and establishing of an escrow, all to be timed in accordance with the terms of the agreement and coordination of the parties. At the same time, the Redevelopment Dissolution Law (Health & Safety Code, section 34170 et seq.) provides that the Successor Agency submit its annual ROPS and reservation of RPTTF by the end of this month, January 2024. Thus, the ROPS process and RPTTF reservation needs to be in place for the Millers and the Successor Agency to then proceed with the purchase and sale of the Property pursuant to the enforceable obligation.

The Successor Agency solicited a response from CBRE Brokage Services to obtain merely a "ballpark" estimate of the "Fair Market Value" based on the highest and best use of the Property, recognizing that a dollar amount must be provided to the Oversight Board and Department of Finance for purposes of reserving RPTTF for the upcoming fiscal year and ROPS process.

CBRE Brokerage Services indicated that the highest and best use of the Property in this area of the City would be a for-sale townhome development, as financing for townhome developments is currently quite active. With that assumption, CBRE Brokerage Services provided an estimate – again, only for purposes of reserving sufficient RPTTF for the Successor Agency’s payment obligation under the Purchase and Sale Agreement – of between \$5,713,000 - \$6,000,000 (\$105-\$115/sf).

The Successor Agency has attributed the \$6,000,000 amount based on the higher-end of the CBRE Brokerage Services’ estimate, recognizing that the “Purchase Price” under the Purchase and Sale Agreement will ultimately be determined by the actual appraisal of the Land, which can only happen once an escrow has been established with a defined closing date.

The Successor Agency submits that the \$6,000,000 amount is an accurate amount to make its payment obligation to the Millers. To the extent there is a difference in the final “Purchase Price” based on the appraised Fair Market Value of the Land, the Successor Agency will remit any remaining unused RPTTF to the County Auditor-Controller if the “Purchase Price” is less than \$6,000,000, or, the Successor Agency will request vis-à-vis an amendment to the ROPS any additional RPTTF necessary to fulfill its payment obligation to the Millers if the “Purchase Price” is more than \$6,000,000.

Attached are copies of the executed Lease and Purchase and Sale Agreement, Memorandum of Lease and Purchase Agreement, and email from CBRE Brokerage Services with the estimates based on square footage.

Impact on Taxing Entities

No impact to taxing entities by this action. Miller property is covered under ROPS FY 24-25 Item No. 62. Should an action include an impact to the taxing entities, this impact will be identified in a final update on title transfer, provided to the Oversight Board at a later date.

Staff Contacts

Director of Administrative Services
714-738-6522 or via e-mail at EChang@cityoffullerton.com

Sunayana Thomas, Dir. Comm & Economic Development
714-738-6837 or email at Sunayana.Thomas@cityoffullerton.com

Taylor Samuelson, Senior Administrative Analyst
714-738-5381 or e-mail at Taylor.Samuelson@cityoffullerton.com

Attachments

Attachment 1 – Matrix of Parcels

Attachment 2 – ROPS FY 24-25 Budget

Attachment 3 – Pacific Coast Title Reports

Attachment 4 - Miller Property Recorded Instrument for Purchase & Sale Agreement Executed, Memorandum of lease, CBRE email with documentation for pricing.

Fullerton Successor Agency Parcel Data - Properties For Transfer

APN#	LRPMP Listing	Address	Owner	Lot Size (SF)	Deed Document #	Last Transaciton	Comments
033-031-23	Asset #14 - Fullerton Transportation Center	Unknown	OC Land Records State Fullerton Successor - Null Data on Parcel	N/A	N/A	N/A	Pacific Coast Title has identified a hold due to back plant cost
033-031-37	Asset #14 - Fullerton Transportation Center	Unknown	OC Land Records State Fullerton Successor - Null Data on Parcel	N/A	N/A	N/A	Pacific Coast Title has identified a hold due to back plant cost
033-031-39	Asset #14 - Fullerton Transportation Center	Unknown	OC Land Records State Fullerton Successor - Null Data on Parcel	N/A	N/A	N/A	Pacific Coast Title has identified a hold due to back plant cost
033-031-40	Asset #14 - Fullerton Transportation Center	Unknown	OC Land Records State Fullerton Successor - Null Data on Parcel	N/A	N/A	N/A	Pacific Coast Title has identified a hold due to back plant cost
932-415-09	<u>N/A - Not Listed</u> but Fox is Asset #2 (Condominium Project)	500 N. Harbor Blvd	Successor Agency to Fullerton Redevelopment Agency	0 (Condo Proj)	N/A	N/A	<i>Order No: 10282338 - Identified as Fox Condominium Site.</i>
033-041-22	<u>N/A - Not Listed</u> but near Asset #14 Fullerton Transportation Center	Abutting 110 E Walnut Ave (Maverick Theatre) (South of Site)	Successor Agency to Fullerton Redevelopment Agency	2,790	2011000173881	SA To COF 04/06/11	<i>Order No: 10282338 - Identified as Fox Condominium Site.</i>
932-415-10	<u>N/A - Not Listed</u> but Fox is Asset #2 (Condominium Project)	500 N. Harbor Blvd	Successor Agency to Fullerton Redevelopment Agency	0 (Condo Proj)	N/A	N/A	<i>Order No: 10282338 - Identified as Fox Condominium Site.</i>
032-212-15	Specifically not Included in LRPMP. Property Is Redevelopment, Title is Miller Trust and Successor?.	127 W. Chapman Ave	Miller Ronald F Trust - Successor Agency to Fullerton Redevelopment Agency	52,419	2013000594226	COF To SA 10/22/13	<i>Miller Property Lease - Will Become Buyout July 31, 2024</i>
029-033-38	<u>N/A - Not Listed</u> but Fox is Asset #2 (Condominium Project)	500 N. Harbor Blvd	Fullerton Redevelopment Agency	56,703.00	N/A	N/A	Confirm Title Situation, SiteX Property data appears innacurate, parcel size does not match SF - May Be Inaccurate Land Record Info from previous SA property for UP Trail



516 Burchett St.
 Glendale, CA 91203
 Title Officer: Rachel Barcena
 Title Phone: (818) 662-6773
 Title Email: Unit88@pct.com
 Title Order No.: 10282338-GLT-

Issuing Policies of Commonwealth Land Title Insurance Company

ORDER NO: **10282338**

Proposed Lender:

City of Fullerton
 303 W. Commonwealth Ave
 Fullerton, CA 92832
 Attn.: Taylor Samuelson

Proposed Loan Amount: \$10.00
 Loan No.:

PROPERTY: **512 North Harbor Boulevard, Fullerton, CA 92832**

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska Corporation.

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

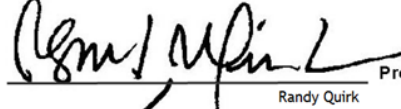
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Pacific Coast Title Company
 Countersigned:

By: 
 Authorized Officer or Agent



Commonwealth Land Title Insurance Company

BY 
 Randy Quirk President

ATTEST 
 Michael Gravelle Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: **August 10, 2023 at 7:30 a.m.**

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

**CLTA Standard Coverage Policy
ALTA 2006 Extended Loan Policy**

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

A CONDOMINIUM, AS DEFINED IN SECTIONS 783 AND 4125 OF THE CALIFORNIA CIVIL CODE, IN FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS **VESTED IN:**

**SUCCESSOR AGENCY TO THE FULLERTON REDEVELOPMENT AGENCY, A PUBLIC AGENCY
PERSUANT TO HEALTH AND SAFETY CODE SECTION 34173**

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

LEGAL DESCRIPTION

EXHIBIT A

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

PARCEL 1:

UNIT 2, AS SHOWN AND DEFINED IN THE CONDOMINIUM PLAN RECORDED JANUARY 27, 2011 AS INSTRUMENT NO. 2011000050999, OF OFFICIAL RECORDS, AFFECTING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2009-138, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER THE MAP FILED IN BOOK 370, PAGES 44 THROUGH 47, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/5TH INTEREST IN AND TO ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2009-138, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER THE MAP FILED IN BOOK 370, PAGES 44 THROUGH 47, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SHOWN AND DEFINED AS "COMMON AREA" ON THE CONDOMINIUM PLAN RECORDED JANUARY 27, 2011 AS INSTRUMENT NO. 2011000050999, OF SAID OFFICIAL RECORDS.

PARCEL 3:

EASEMENTS AS SET FORTH IN SECTION 4.4 ("PERPETUAL EASEMENTS") AND ARTICLE 5 ("DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS") OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE FOX THEATRE, RECORDED JANUARY 28, 2011 AS INSTRUMENT NO. 2011000052374 (THE "DECLARATION") IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

EASEMENTS FOR THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL 2 ABOVE, DESIGNATED AS "EXCLUSIVE USE AREAS" AS DEFINED IN THE DECLARATION, WHICH SHALL BE APPURTENANT TO PARCELS 1 AND 2 ABOVE.

APN: 932-41-509

Taylor Samuelson

From: Abel, Tom @ Newport Beach <Tom.Abel@cbre.com>
Sent: Wednesday, January 10, 2024 11:00 AM
To: Taylor Samuelson
Subject: [EXTERNAL MAIL]RE: High Level Price Estimate - 127 W Chapman

CAUTION: BE CAREFUL WITH THIS MESSAGE

This email came from outside City of Fullerton. Do not open attachments, click on links, or respond unless you expected this message and re

Hi Taylor,

After discussing the subject site (1.2 acres) at 127 W. Chapman Ave., Fullerton, with my CBRE team, the highest and best use for the property would be a for-sale townhome development. Financing for townhome developments is currently quite active and this type of development would command:

\$5,713,000 - \$6,000,000 (\$105-\$115/sf). This price range is based on 52,419 SF and density approval for up to thirty (30) multi-story townhomes.

The apartment development activity has mostly dried up as lenders are less interested in lending for apartment developments and would be more inclined to lend on a townhome development.

If you and the Community & Economic Development Dept. have any interest or desire to widely market the site, CBRE has a number of active townhome developers that we can submit the property to at the appropriate time.

With the pressure from the State of CA to identify potential residential sites, this site would be highly sought after and command strong pricing for the City.

Please let me know if you want to discuss further or when you are ready to consider a formal appraisal.

Thank you.

Tom Abel | First Vice President | Lic. 00985659
CBRE | Broker Lic. 00409987 | Brokerage Services
3501 Jamboree Rd., Suite 100, Newport Beach, CA 92660
T+ 1 714 371 9255 | F+ 1 714 371 9201 | C+ 1 714 478 6000
tom.abel@cbre.com | www.cbre.com/tom.abel

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Please consider the environment before printing this email

From: Taylor Samuelson <Taylor.Samuelson@cityoffullerton.com>
Sent: Tuesday, January 9, 2024 5:09 PM
Cc: Sunayana Thomas <Sunayana.Thomas@cityoffullerton.com>
Subject: High Level Price Estimate - 127 W Chapman

External

Hi All,

I need an immediate assistance with a ballpark current market value for property located at 127 W. Chapman Avenue. This request is for a high-level assessment for highest and best use as it currently is as a parking lot.

This isn't a formal appraisal, but we are needing to incorporate a **high-level figure** for our internal purposes. If you can assist us in this endeavor we will be looking to get a formal appraisal in the coming months.

I've attached a preliminary report and parcel map for reference.

Thank You,



Taylor Samuelson

Community & Economic Development
Senior Administrative Analyst
City of Fullerton

p: 714.738-5381

e: taylor.samuelson@cityoffullerton.com

303 W. Commonwealth Ave.
Fullerton, CA 92832
www.cityoffullerton.com



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LAWYERS TITLE

This Document was electronically recorded by
Lawyers Title Company B

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

2004000732754 03:02pm 08/12/04
104 27 M11 7
0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00

RUTAN & TUCKER, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626-1998
Attn: Jeffrey M. Oderman, Esq.

(Space Above For Recorder's Use)

MEMORANDUM OF LEASE AND PURCHASE AGREEMENT

5313437-12

THIS MEMORANDUM OF LEASE AND PURCHASE AGREEMENT (this "Memorandum") is dated for reference purposes as of July 6, 2004, and is entered into between RONALD F. MILLER and RONNIE D. MILLER, as Co-Trustees of the RONALD F. MILLER FAMILY TRUST ("Miller") and FULLERTON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency").

1. LEASE OF PREMISES. Miller has leased to Agency, and Agency leased from Miller that certain real property located in the City of Fullerton, County of Orange, State of California, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises") pursuant to and on the terms and provisions of that certain Ground Lease Agreement dated for reference purposes as of July 6, 2004 (the "Lease"). The provisions of the Lease are incorporated into this Memorandum by this reference as if set out in full herein.

2. INITIAL TERM OF LEASE. The initial term of the Lease shall commence on August 1, 2004 ("Commencement Date") and shall expire on July 31, 2024 ("Termination Date"), which date is the tenth (20th) anniversary of the Commencement Date, subject to earlier termination as provided in the Lease.

3. PURCHASE OF PREMISES. Miller and Agency have entered into that certain Agreement for Sale and Purchase of Real Estate dated July 6, 2004 ("Purchase Agreement") pursuant to which Miller has agreed to sell to Agency and Agency has agreed to purchase from Miller the Premises upon the expiration of the Lease on the terms and conditions more particularly set forth in the Purchase Agreement. The provisions of the Purchase Agreement are incorporated into this Memorandum by this reference as if set out in full herein.

4. PURPOSE OF MEMORANDUM. This Memorandum is prepared and executed for the purpose of recordation and in no way modifies the terms and provisions of the Lease or Purchase Agreement. In the event of any inconsistency between the terms of the Lease or

Purchase Agreement and the terms of this Memorandum, the terms of the Lease and Purchase Agreement shall prevail.

5. COUNTERPARTS. This Memorandum may be executed in any number of counterparts which together shall constitute the contract of the parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease and Purchase Agreement as of the day and year first above written.

By: Ronald F. Miller
Ronald F. Miller, Co-Trustee of the Ronald F. Miller Family Trust

By: Ronnie D. Miller
Ronnie D. Miller, Co-Trustee of the Ronald F. Miller Family Trust

“Miller”

Fullerton Redevelopment Agency,
a public body, corporate and politic

By: M. C.
Name: Mike Clesceri
Title: Chairman

“Agency”

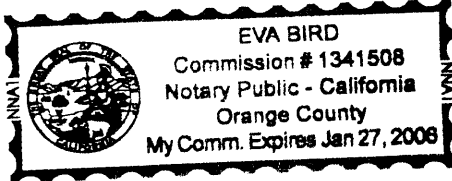
STATE OF California)
) ss.
COUNTY OF Orange)

On August 10, 2004, before me, Eva Bird, Notary Public,
personally appeared Ronald F. Miller,
personally known to me (or 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.

Witness my hand and official seal.

Eva Bird
Notary Public

[SEAL]



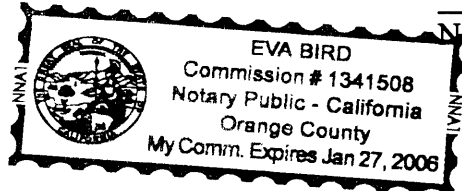
STATE OF California)
) ss.
COUNTY OF Orange)

On August 10, 2004, before me, Eva Bird, Notary Public,
personally appeared Ronnie D Miller,
~~personally known to me~~ (or 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.

Witness my hand and official seal.

Eva Bird
Notary Public

[SEAL]



STATE OF California)
) ss.
COUNTY OF ORANGE)

On 8/10/04, before me, CAROL WIECH, Notary Public,
personally appeared MIKE CLESERI,
personally known to me (~~or 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.

Witness my hand and official seal.



[SEAL]

Carol Wiech
Notary Public

STATE OF)
) ss.
COUNTY OF)

On _____, before me, _____, Notary Public,
personally appeared _____,
personally known to me (or 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.

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

The Premises are located in the County of Orange, State of California, described as follows:

PARCEL 1:

That portion of the Southeast quarter of Section 28, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California, as per map recorded in Book 51 page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Avenue, west 190.00 feet from the Southeast corner of said Sections; thence West 300.00 feet along said center line; thence North parallel with and West 490.00 feet from the East line of said section to the South line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said south line to the southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

EXCEPT the West 170.00 feet thereof.

Parcel 2:

The East 70.00 feet of the West 170.00 feet of that portion of the Southeast quarter of Section 28, Township 3 South, Range 10 west, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California as per map recorded in Book 51 page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Ave., West 190.00 feet from the Southeast corner of said section; thence west 300.00 feet along said center lines thence North parallel with and West 490.00 feet from the East line of said section to the south line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said South line to the Southeast corner of Lot 2 in said Block 1; thence South parallel with and west 190.00 feet from the East line of said section to the point of beginning.

Assessor's Parcel Number: **032-212-15**

PENALTY OF PERJURY AFFIDAVIT
(GOVERNMENT CODE 27361.7)

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of the Notary: Carol Wiech

Date Commission expires: Feb. 16, 2007

County Where Bond is Filed: Orange

Commission No.: 1396685 Manufacturer/Vendor No.: VSI1

Place of Execution: Irvine, Ca. Date: August 12, 2004

Signature: 
LAWYERS TITLE COMPANY

I further certify under the penalty of perjury that the illegible portion of the document to which this statement is attached reads as follows (if applicable):

Date: August 12, 2004

Signature: _____
LAWYERS TITLE COMPANY

PENALTY OF PERJURY AFFIDAVIT
(GOVERNMENT CODE 27361.7)

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of the Notary: Eva Bird

Date Commission expires: Jan. 27, 2006

County Where Bond is Filed: Orange

Commission No.: 1341508 Manufacturer/Vendor No.: NNA1

Place of Execution: Irvine, Ca. Date: August 12, 2004

Signature: 
LAWYERS TITLE COMPANY

I further certify under the penalty of perjury that the illegible portion of the document to which this statement is attached reads as follows (if applicable):

Date: August 12, 2004

Signature: _____
LAWYERS TITLE COMPANY

STANDARD COVERAGE
POLICY OF TITLE INSURANCE

ISSUED BY

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land; and in addition, as to an insured lender only:
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority;
7. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule B, or the failure of the assignment shown in Schedule B to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest:

J. H. D. Webb

Secretary



By:

Janet A. Albert

President

EXCLUSIONS FROM COVERAGE

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

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

Lawyers Title Insurance Corporation

A LANDAMERICA COMPANY

STANDARD COVERAGE POLICY OF TITLE INSURANCE - 1990

ISSUED BY

Lawyers Title Insurance Corporation
A LANDAMERICA COMPANY

HOME OFFICE:
101 Gateway Centre Parkway, Gateway One
Richmond, Virginia 23235-5153

A WORD OF THANKS

As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department

**Lawyers Title
Insurance Corporation**
A LANDAMERICA COMPANY

P.O. Box 27567

Richmond, Virginia 23261-7567

TOLL FREE NUMBER: 1-800-446-7086

CONDITIONS AND STIPULATIONS - CONTINUED

expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy to an insured lender shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time of loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured lender has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The liability of the Company under this policy to an insured owner of the estate or interest in the land described in Schedule A shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(d) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss of damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for the loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, to the title, or, if applicable, to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable to an insured lender for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, as to an insured lender, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of insurance afforded under this policy as to any such insured, except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured lender except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

The provisions of this Section shall not apply to an insured lender, unless such insured acquires title to said estate or interest in satisfaction of the indebtedness secured by an insured mortgage.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

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

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

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated (i) as to an insured owner, to all rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss; and (ii) as to an insured lender, to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by an insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of an insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of an insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an insured under, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provisions of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

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

16. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2 (a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "insured lender": the owner of an insured mortgage.

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(f) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(i) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) **After Acquisition of Title by Insured Lender.** If this policy insures the owner of the indebtedness secured by the insured mortgage, the coverage of this policy shall continue in force as of Date of Policy in favor of (i) such insured lender who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) **After Conveyance of Title by an Insured.** The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from an insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to an insured.

(c) **Amount of Insurance.** The Amount of insurance after the acquisition or after the conveyance by an insured lender shall in neither event exceed the least of:

(i) The amount of insurance stated in Schedule A;

(ii) The amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amounts of all payments made; or

(iii) The amount paid by any governmental agency or governmental instrumentality, if the agency or the instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

An insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to that insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by an insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of such insured in litigation in which any third party asserts

a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of such insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by an insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to an insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, an insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for this purpose. Whenever requested by the Company, an insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of an insured to furnish the required cooperation, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by each insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of an insured claimant to provide the required proof of loss or damage, the Company's obligations to such insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, an insured claimant may reasonably be required to submit to examination under oath by an authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of an insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that insured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

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

(a) **To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.**

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment thereof.

Upon the exercise by the Company of the option provided for in paragraph a(i), all liability and obligations to the insured under this policy, other than to make the payment required in that paragraph, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

Upon the exercise by the Company of the option provided for in paragraph a(ii) the Company's obligation to an insured lender under this policy for the claimed loss or damage, other than the payment required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and

CONTROL NO.: B18-0019505

continued on next page of cover sheet

POLICY OF TITLE INSURANCE
Issued by
Lawyers Title Insurance Corporation
SCHEDULE A

Policy/File No.: **05313437**

Amount of Insurance: **\$1,200,000.00**

Premium: **\$3,170.00**

Date of Policy: **August 12, 2004 at 3:02 pm**

1. Name of Insured:
Fullerton Redevelopment Agency, a public body, corporate and politic
2. The estate or interest in the land described herein and which is covered by this policy is:
A leasehold as created by that certain lease dated July 6, 2004, executed by Ronald F. Miller and Ronnie D. Miller, as Co-Trustees of the Ronald F. Miller Family Trust, as lessor and Fullerton Redevelopment Agency, a public body, corporate and politic, as lessee, as referenced in the document entitled "Memorandum of Lease and Purchase Agreement", which was recorded August 12, 2004 as Instrument No. 2004000732754 of Official Records , for the term and upon and subject to all the provisions contained in said document, and in said lease.
3. The estate or interest referred to herein is at the Date of Policy vested in:
Fullerton Redevelopment Agency, a public body, corporate and politic
4. The land referred to in this policy is situated in the County of Orange, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

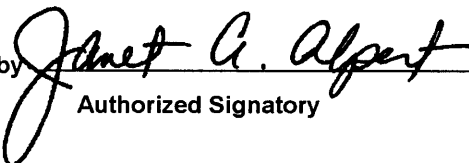
by 
Authorized Signatory

EXHIBIT "A"

All that certain real property situated in the County of Orange, State of California, described as follows:

PARCEL 1:

That portion of the Southeast quarter of Section 28, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California, as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Avenue, west 190.00 feet from the Southeast corner of said Sections; thence West 300.00 feet along said center line; thence North parallel with and West 490.00 feet from the East line of said section to the South line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said south line to the southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

EXCEPT the West 170.00 feet thereof.

PARCEL 2:

The East 70.00 feet of the West 170.00 feet of that portion of the Southeast quarter of Section 28, Township 3 South, Range 10 west, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California as per map recorded in Book 51, Page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Ave., West 190.00 feet from the Southeast corner of said section; thence west 300.00 feet along said center lines thence North parallel with and West 490.00 feet from the East line of said section to the south line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said South line to the Southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

Assessor's Parcel Number: **032-212-15**

SCHEDULE B
EXCEPTIONS FROM COVERAGE

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE (AND THE COMPANY WILL NOT PAY COSTS, ATTORNEY'S FEES OR EXPENSES) WHICH ARISE BY REASON OF:

PART I

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

END OF SCHEDULE B - PART I

**SCHEDULE B
PART II**

- A. Property taxes, including general and special taxes, personal property taxes, if any, and any assessments collected with taxes, to be levied for the fiscal year 2004 – 2005 which are a lien not yet payable.
- B. Supplemental or escaped assessments of property taxes, if any, assessed pursuant to the Revenue and Taxation Code of the State of California.
1. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in deed
Recorded: March 8, 1889 in Book 542, Page 216 of Deeds
2. An easement for the purpose shown below and rights incidental thereto as reserved in a document
Purpose: roads, railroads and ditches
Recorded: March 8, 1889 in Book 542 Page 216 of Deeds
Affects: the South 30 feet of Parcels 1 and 2
3. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: City of Fullerton
Purpose: channel
Recorded: December 9, 1939 in Book 1023, Page 173 of Official Records
Affects: the Northerly portion of said land
4. An easement for the purpose shown below and rights incidental thereto as set forth in a document
Granted to: Southern California Edison Company
Purpose: public utilities
Recorded: October 24, 1967 as Instrument No. 16415 in Book 8413, Page 812 of Official Records
Affects: portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land
5. Water rights, claims or title to water, whether or not shown by the public records.
6. The matters contained in a document entitled "Landlord's Agreement" by and between Fallbrook National Bank and Ronald F. Miller and Ronnie D. Miller, recorded March 11, 1999 as Instrument No. 19990178376 of Official Records.

Reference is made to said document for full particulars.

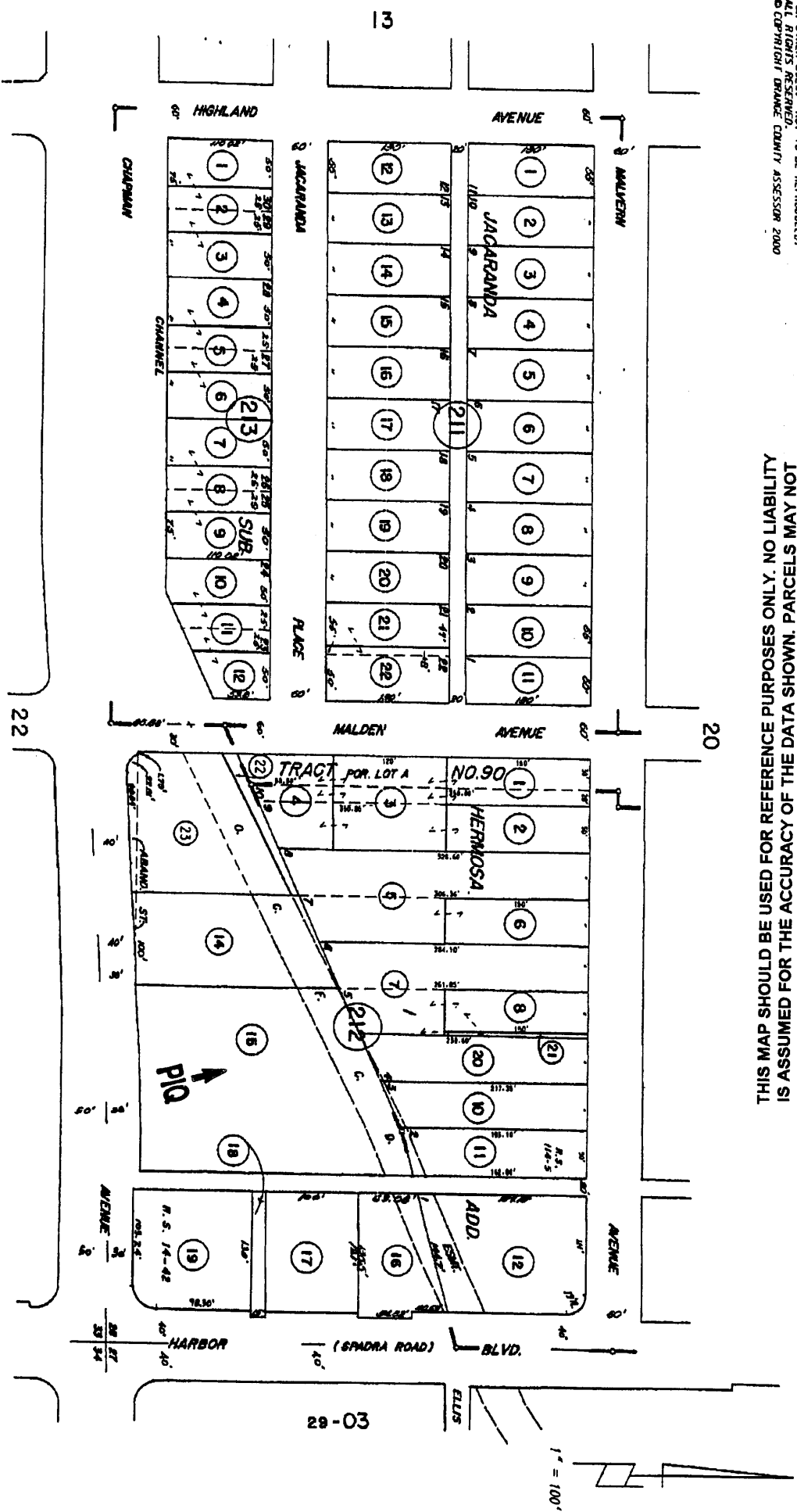
END OF SCHEDULE B - PART II

Endorsements: NONE

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO THE ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. THIS MAP IS NOT TO BE REPRODUCED. © COPYRIGHT ORANGE COUNTY ASSESSOR 2000

FOR S.E. 1/4, S.E. 1/4, SEC. 28, T 3 S, R 10 W
 PARCELS ARE SHOWN IN THIS MAP WITH ALL DIMENSIONS AND ADJACENT PARCELS. PARCELS MAY NOT BE IDENTIFIED BY THIS MAP FOR REFERENCE PURPOSES ONLY. THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN.

Description: Orange, CA Assessor Map 32.21 Page: 1 of 1
 Order: 20 Comment:



JACARANDA SUB.
 HERMOSA ADD.
 TRACT NO. 90
 MARCH 1949

M.M. 11-3
 M.M. 7-47
 M.M. 10-45

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

ASSESSOR'S MAP BOOK 032 PAGE 21 COUNTY OF ORANGE

"This plat is for your aid in locating your land with reference to streets or other parcels. While this plat is believed to be correct, the Company Assumes no liability for any loss occurring by reason of reliance thereon".

LawyersFile

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [932-41-509](#)

Fiscal Year: 2022-2023

1st Installment: \$762.38

2nd Installment: \$762.38

Exemption: \$0.00

Land: \$931,416.00

Improvements: \$820,843.00

Personal Property: \$0.00

Code Area: 03-067

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said described tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in the deed recorded May 19, 1890 [in book 7, page 37](#) of deeds.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

By: A Memorial on Certificate of Title No. 8521 and 10.344.

In favor of: Anaheim Union Water Company

Purpose: Ditch or pipe line for the conveyance of irrigation water

Over : as described therein

No representation is made as to the present ownership of said easement

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

8. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording No: [in Book 233 Page 394](#) , of Deeds

9. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording No: [in Book 324, Page 358](#) , of Deeds

10. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording No: [in Book 514, Page 184](#) , of Deeds

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: public utility
Recording Date: March 6, 1969
Recording No.: [in Book 8893, Page 94](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

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

In favor of: Southern California Edison Company
Purpose: underground conduits
Recording Date: June 27, 1969
Recording No.: [in Book 9004, Page 710](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Bell
Purpose: public utility
Recording Date: August 5, 1986
Recording No.: [86-342481](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The City of Fullerton
Purpose: alley, public utility
Recording Date: December 9, 1987
Recording No.: [87-682698](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: public utility
Recording Date: March 31, 1992
Recording No.: [92-199338](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: public utility
Recording Date: May 19, 1992
Recording No.: [92-332581](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

17. The terms and provisions contained in the document entitled Memorandum of Agreement Containing Covenants Affecting Real Property recorded June 22, 1992 as Instrument No. [92-417125](#) of Official Records.

18. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Substandard Building recorded August 21, 1992 as Instrument No. [92-0557226](#) of Official Records.

19. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Substandard Building recorded August 21, 1992 as Instrument No. [92-557231](#) of Official Records.

20. The terms and provisions contained in the document entitled A Resolution of The Landmarks Commission of The City of Fullerton Granting Local Landmark Designation for the Fox Fullerton Theater on Property at 508-516 North Harbor Boulevard (East Side of Harbor Boulevard Between Approximately 80 & 232 Feet North of Chapman Avenue) recorded September 24, 1993 as Instrument No. [93-0648799](#) of Official Records.

21. An option in favor of Fullerton Redevelopment Agency, a public body, corporate and politic as contained in or disclosed by a document recorded January 24, 2005 as Instrument No. [2005000056615](#) of Official Records.

A document entitled Quitclaim of Option Agreement (Unit 2 - Tea Room Building Condominium Unit), recorded February 1, 2022, as Instrument Number [2011000059201](#), of Official Records.

22. The terms and provisions contained in the document entitled Memorandum of Disposition and Development Agreement recorded January 24, 2005 as Instrument No. [2005000056616](#) of Official Records.

Document(s) declaring modifications thereof recorded February 1, 2011 as Instrument No. [2011000059207](#) of Official Records.

Affects: Unit 2

23. The terms and provisions contained in the document entitled Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions recorded January 24, 2005 as Instrument No. [2005000056617](#) of Official Records.

24. The effect of a map purporting to show the land and other property, filed [Book 226, Pages 35 - 40](#) of Record of Surveys.

25. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording Date: January 28, 2011

Recording No: [2011000052374](#) , Official Records

26. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The City of Fullerton, a municipal corporation

Purpose: public road and utility

Recording Date: June 13, 2012

Recording No.: [2012000334616](#), Official Records

Affects: as described therein

No representation is made as to the present ownership of said easement

27. Any challenge to the transaction creating the vesting shown in this report which challenge arises out of or is authorized or enabled by the adoption of ABx1 26 in June 2011 by the State of California or any subsequent modifying legislation including but not limited to AB1484 as adopted by the State of California.

Affects: Units 2 and 3

28. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

Affects: Units 2 and 3

29. Any rights of the parties, if other than the vestees, in possession of the Parking Space shown in the legal description herein.

- 30. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

- 31. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),
Party(s): All Parties

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

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

END OF ITEMS

NOTES

1. To avoid delays at the time of closing, it will be necessary that a written statement from the homeowner's association that all liens, charges and/Or assessments levied on said land have been paid. said statement should include all amounts due up to and including the date of closing.
2. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
3. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
4. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Condominium Unit, known as 512 North Harbor Boulevard, Fullerton, CA 92832 to an Extended Coverage Loan Policy.
5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
6. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
7. Note: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee **must** be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

"The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full."

In the event that the reconveyance fee and the assignment, release or transfer thereof are **not** included within the demand statement, then Pacific Coast Title Company may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.
8. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

WIRE INSTRUCTIONS

When funds are wired to Pacific Coast Title Company, please use the instructions below:

Nano Banc, 7755 Irvine Center Drive, Suite 300, Irvine, CA 92618	ABA (Routing) Number: 122245251 Account Number: 6100101033 Account Name: Pacific Coast Title Company Credit: Pacific Coast Title Company - GLT Reference: 10282338

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska corporation.

Funds received by this Company via wire transfer may be disbursed upon receipt. Funds received by this company via cashier's check or tellers check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer, cashier's check or teller's check, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub-escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOFF INFORMATION

NOTE: This Company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: to avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following:

Borrower(s):

- a) **Sign and return the Equity Line/Credit Line Affidavit provided with the report,**
- b) **Request that the account be frozen.**

Settlement:

- a) **Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff, and**
- b) **Upon delivery of the payoff check, a full reconveyance must be obtained.**

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

END OF NOTES

Rachel Barcena / SS

PACIFIC COAST TITLE COMPANY PRIVACY NOTICE

Pacific Coast Title Company, ("PCT") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by PCT. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Pacific Coast Title Company and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by PCT, including collection through any PCT website and any online features, services and/or programs offered by PCT (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than PCT.

How Information is Collected

The types of personal information PCT collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, PCT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third

party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by PCT is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about PCT's, PCT's affiliates and third parties' products and services.

When Information Is Disclosed By PCT

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or

- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PCT, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of PCT, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the PCT business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that PCT's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PCT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. PCT is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and

companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing PCT with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to PCT is entirely up to you. You may decide not to submit Personal Information, in which case PCT may not be able to provide certain services or products to you.

You may choose to prevent PCT from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of PCT. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by PCT to the extent that provision of your Personal Information is required to apply for an open position.

If PCT collects Personal Information from you, such information will not be disclosed or used by PCT for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of PCT and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g.*, requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of PCT, please send an email message to info@PCT.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

PCT Compliance with California Online Privacy Protection Act

For some websites which PCT or one of its companies owns, such as the Customer CareNet ("CCN"), PCT is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the PCT Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Pacific Coast Title Company does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Pacific Coast Title Company and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Pacific Coast Title Company makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed

through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Pacific Coast Title Company and your exclusive remedy with respect to the use of any product or service provided by Pacific Coast Title Company including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to PCT, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Pacific Coast Title Company
1111 East Katella Avenue, #120
Orange, CA 92620
Attn.: Executive Vice President
info@PCT.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

DISASTER LOANS (CTIC)

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

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

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

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

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

STATEMENT OF INFORMATION CONFIDENTIAL INFORMATION FOR YOUR PROTECTION

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

To: Pacific Coast Title Company
516 Burchett St., Glendale, CA 91203

ESCROW NO.:
TITLE NO.: **10282338-GLT-**

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? _____ If yes, complete the following information:

Date and place of marriage _____

Spouse: _____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently a registered domestic partner? _____ If yes, complete the following information:

Domestic Partner: _____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(If more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

 Number & Street City From (date) to (date)

 Number & Street City From (date) to (date)

(If more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

(If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

(If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes _____ No _____

Owner to complete the following items

Street Address of Property in this transaction: 512 North Harbor Boulevard, Fullerton, CA 92832

The land is unimproved _____; or improved with a structure of the following type: A Single or 1-4 Family _____ Condo Unit _____ Other _____

Improvements, remodeling or repairs to this property have been made within the past six months: Yes _____ No _____

If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes _____ No _____

Any current loans on property? _____ If yes, complete the following:

Lender _____ Loan Amount _____ Loan Account # _____

Lender _____ Loan Amount _____ Loan Account # _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, _____ at _____

Signature _____

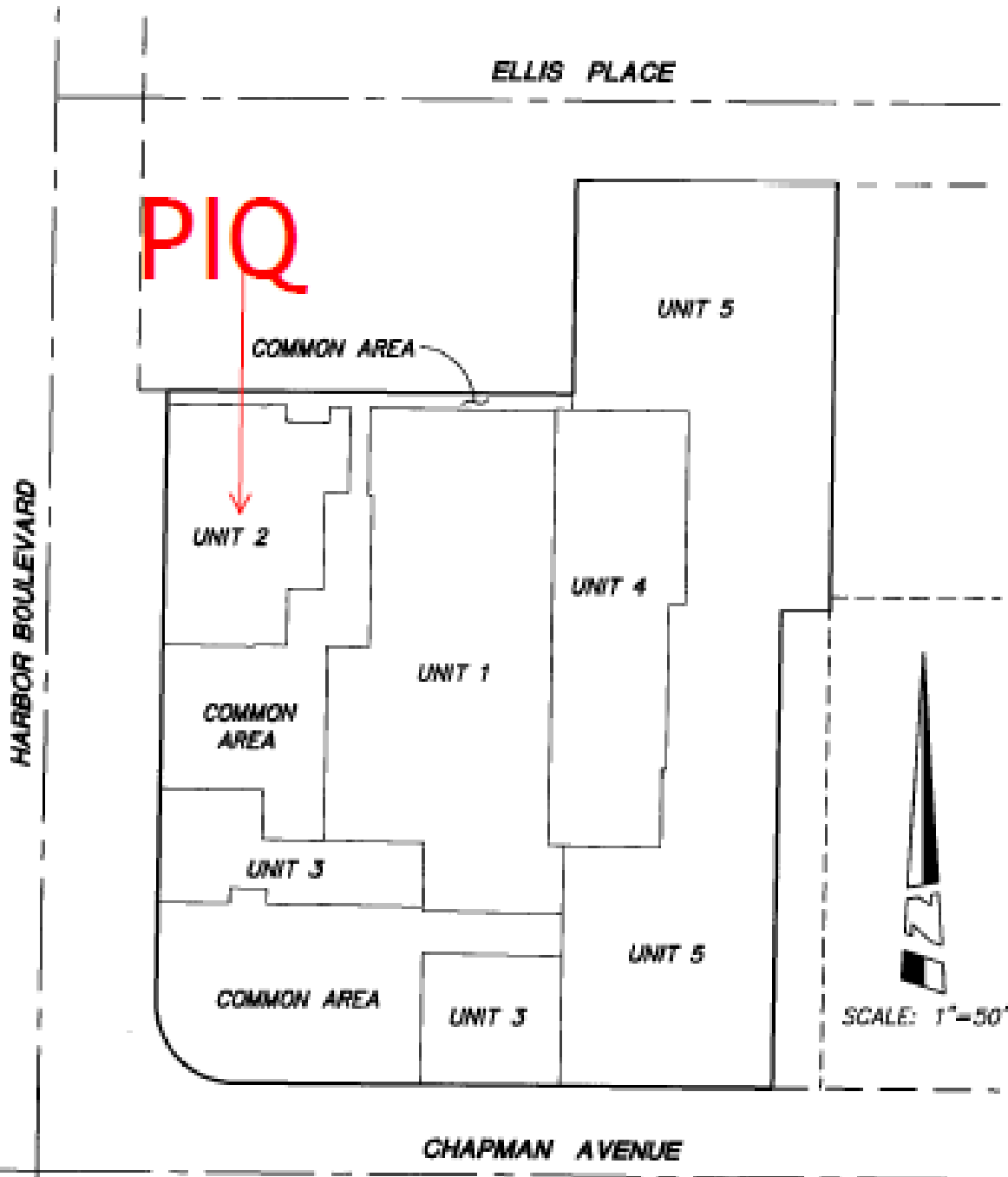
Signature _____

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.

CONDOMINIUM PLAN
PARCEL MAP NO. 2009-138
UNIT LAYOUT - GROUND FLOOR

SHEET 9



UNIT DESIGNATIONS:

- UNIT 1 - FOX THEATRE CONDOMINIUM UNIT
- UNIT 2 - TEA ROOM BUILDING CONDOMINIUM UNIT
- UNIT 3 - FIRESTONE BUILDING CONDOMINIUM UNIT
- UNIT 4 - EAST AIRSPACE (THEATRE ADDITION) CONDOMINIUM UNIT
- UNIT 5 - PARKING CONDOMINIUM UNIT



516 Burchett St.
 Glendale, CA 91203
 Title Officer: Rachel Barcena
 Title Phone: (818) 662-6773
 Title Email: Unit88@pct.com
 Title Order No.: 10282338-GLT-

Issuing Policies of Commonwealth Land Title Insurance Company

ORDER NO: **10282338**

Proposed Lender:

City of Fullerton
 303 W. Commonwealth Ave
 Fullerton, CA 92832
 Attn.: Taylor Samuelson

Proposed Loan Amount: \$10.00
 Loan No.:

PROPERTY: **512 North Harbor Boulevard, Fullerton, CA 92832**

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska Corporation.

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

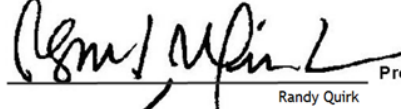
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Pacific Coast Title Company
 Countersigned:

By: 
 Authorized Officer or Agent



Commonwealth Land Title Insurance Company

BY 
 Randy Quirk President

ATTEST 
 Michael Gravelle Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: **August 10, 2023 at 7:30 a.m.**

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

**CLTA Standard Coverage Policy
ALTA 2006 Extended Loan Policy**

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

A CONDOMINIUM, AS DEFINED IN SECTIONS 783 AND 4125 OF THE CALIFORNIA CIVIL CODE, IN FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS **VESTED IN:**

**SUCCESSOR AGENCY TO THE FULLERTON REDEVELOPMENT AGENCY, A PUBLIC AGENCY
PERSUANT TO HEALTH AND SAFETY CODE SECTION 34173**

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

LEGAL DESCRIPTION

EXHIBIT A

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

PARCEL 1:

UNIT 2, AS SHOWN AND DEFINED IN THE CONDOMINIUM PLAN RECORDED JANUARY 27, 2011 AS INSTRUMENT NO. 2011000050999, OF OFFICIAL RECORDS, AFFECTING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2009-138, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER THE MAP FILED IN BOOK 370, PAGES 44 THROUGH 47, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 1/5TH INTEREST IN AND TO ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2009-138, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER THE MAP FILED IN BOOK 370, PAGES 44 THROUGH 47, INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SHOWN AND DEFINED AS "COMMON AREA" ON THE CONDOMINIUM PLAN RECORDED JANUARY 27, 2011 AS INSTRUMENT NO. 2011000050999, OF SAID OFFICIAL RECORDS.

PARCEL 3:

EASEMENTS AS SET FORTH IN SECTION 4.4 ("PERPETUAL EASEMENTS") AND ARTICLE 5 ("DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS") OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE FOX THEATRE, RECORDED JANUARY 28, 2011 AS INSTRUMENT NO. 2011000052374 (THE "DECLARATION") IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

EASEMENTS FOR THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL 2 ABOVE, DESIGNATED AS "EXCLUSIVE USE AREAS" AS DEFINED IN THE DECLARATION, WHICH SHALL BE APPURTENANT TO PARCELS 1 AND 2 ABOVE.

APN: 932-41-509

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
2. Note: Property taxes for the fiscal year shown below are PAID. For proration purposes the amounts were:

Tax Identification No.: [932-41-509](#)

Fiscal Year: 2022-2023

1st Installment: \$762.38

2nd Installment: \$762.38

Exemption: \$0.00

Land: \$931,416.00

Improvements: \$820,843.00

Personal Property: \$0.00

Code Area: 03-067

3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said described tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in the deed recorded May 19, 1890 [in book 7, page 37](#) of deeds.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

By: A Memorial on Certificate of Title No. 8521 and 10.344.

In favor of: Anaheim Union Water Company

Purpose: Ditch or pipe line for the conveyance of irrigation water

Over : as described therein

No representation is made as to the present ownership of said easement

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

8. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording No: [in Book 233 Page 394](#) , of Deeds

9. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording No: [in Book 324, Page 358](#) , of Deeds

10. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording No: [in Book 514, Page 184](#) , of Deeds

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: public utility
Recording Date: March 6, 1969
Recording No.: [in Book 8893, Page 94](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

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

In favor of: Southern California Edison Company
Purpose: underground conduits
Recording Date: June 27, 1969
Recording No.: [in Book 9004, Page 710](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Pacific Bell
Purpose: public utility
Recording Date: August 5, 1986
Recording No.: [86-342481](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The City of Fullerton
Purpose: alley, public utility
Recording Date: December 9, 1987
Recording No.: [87-682698](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: public utility
Recording Date: March 31, 1992
Recording No.: [92-199338](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Southern California Edison Company
Purpose: public utility
Recording Date: May 19, 1992
Recording No.: [92-332581](#), Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

17. The terms and provisions contained in the document entitled Memorandum of Agreement Containing Covenants Affecting Real Property recorded June 22, 1992 as Instrument No. [92-417125](#) of Official Records.

18. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Substandard Building recorded August 21, 1992 as Instrument No. [92-0557226](#) of Official Records.

19. Any lien, assessment, and/or violation or enforcement of any law, ordinance, permit or governmental regulation arising from the document entitled Notice of Substandard Building recorded August 21, 1992 as Instrument No. [92-557231](#) of Official Records.

20. The terms and provisions contained in the document entitled A Resolution of The Landmarks Commission of The City of Fullerton Granting Local Landmark Designation for the Fox Fullerton Theater on Property at 508-516 North Harbor Boulevard (East Side of Harbor Boulevard Between Approximately 80 & 232 Feet North of Chapman Avenue) recorded September 24, 1993 as Instrument No. [93-0648799](#) of Official Records.

21. An option in favor of Fullerton Redevelopment Agency, a public body, corporate and politic as contained in or disclosed by a document recorded January 24, 2005 as Instrument No. [2005000056615](#) of Official Records.

A document entitled Quitclaim of Option Agreement (Unit 2 - Tea Room Building Condominium Unit), recorded February 1, 2022, as Instrument Number [2011000059201](#), of Official Records.

22. The terms and provisions contained in the document entitled Memorandum of Disposition and Development Agreement recorded January 24, 2005 as Instrument No. [2005000056616](#) of Official Records.

Document(s) declaring modifications thereof recorded February 1, 2011 as Instrument No. [2011000059207](#) of Official Records.

Affects: Unit 2

23. The terms and provisions contained in the document entitled Regulatory Agreement and Declaration of Covenants, Conditions and Restrictions recorded January 24, 2005 as Instrument No. [2005000056617](#) of Official Records.

24. The effect of a map purporting to show the land and other property, filed [Book 226, Pages 35 - 40](#) of Record of Surveys.

25. Declaration of covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the below document, which, among other things, may contain or provide for easements; assessments, liens and the subordination thereof; said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any first mortgage or deed of trust made in good faith and for value:

Recording Date: January 28, 2011

Recording No: [2011000052374](#) , Official Records

26. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: The City of Fullerton, a municipal corporation

Purpose: public road and utility

Recording Date: June 13, 2012

Recording No.: [2012000334616](#), Official Records

Affects: as described therein

No representation is made as to the present ownership of said easement

27. Any challenge to the transaction creating the vesting shown in this report which challenge arises out of or is authorized or enabled by the adoption of ABx1 26 in June 2011 by the State of California or any subsequent modifying legislation including but not limited to AB1484 as adopted by the State of California.

Affects: Units 2 and 3

28. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§499a, et seq.) or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

Consideration for the deletion of this exception is highly fact intensive. Please contact the underwriter assigned to your file as soon as possible to discuss.

Affects: Units 2 and 3

29. Any rights of the parties, if other than the vestees, in possession of the Parking Space shown in the legal description herein.

- 30. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
- 31. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),
Party(s): All Parties

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

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

END OF ITEMS

NOTES

1. To avoid delays at the time of closing, it will be necessary that a written statement from the homeowner's association that all liens, charges and/Or assessments levied on said land have been paid. said statement should include all amounts due up to and including the date of closing.
2. Furnish evidence that all assessments which are due the owners' association and/or master association, if any, have been paid in full and are current.
3. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
4. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Condominium Unit, known as 512 North Harbor Boulevard, Fullerton, CA 92832 to an Extended Coverage Loan Policy.
5. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
6. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
7. Note: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee **must** be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

"The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full."

In the event that the reconveyance fee and the assignment, release or transfer thereof are **not** included within the demand statement, then Pacific Coast Title Company may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.
8. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.

9. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

WIRE INSTRUCTIONS

When funds are wired to Pacific Coast Title Company, please use the instructions below:

Nano Banc, 7755 Irvine Center Drive, Suite 300, Irvine, CA 92618	ABA (Routing) Number: 122245251 Account Number: 6100101033 Account Name: Pacific Coast Title Company Credit: Pacific Coast Title Company - GLT Reference: 10282338

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska corporation.

Funds received by this Company via wire transfer may be disbursed upon receipt. Funds received by this company via cashier's check or tellers check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer, cashier's check or teller's check, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub-escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOFF INFORMATION

NOTE: This Company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: to avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following:

Borrower(s):

- a) **Sign and return the Equity Line/Credit Line Affidavit provided with the report,**
- b) **Request that the account be frozen.**

Settlement:

- a) **Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff, and**
- b) **Upon delivery of the payoff check, a full reconveyance must be obtained.**

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

END OF NOTES

Rachel Barcena / SS

PACIFIC COAST TITLE COMPANY PRIVACY NOTICE

Pacific Coast Title Company, ("PCT") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by PCT. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Pacific Coast Title Company and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by PCT, including collection through any PCT website and any online features, services and/or programs offered by PCT (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than PCT.

How Information is Collected

The types of personal information PCT collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, PCT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third

party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youonlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by PCT is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about PCT's, PCT's affiliates and third parties' products and services.

When Information Is Disclosed By PCT

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or

- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PCT, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of PCT, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the PCT business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that PCT's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PCT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. PCT is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and

companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing PCT with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to PCT is entirely up to you. You may decide not to submit Personal Information, in which case PCT may not be able to provide certain services or products to you.

You may choose to prevent PCT from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of PCT. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by PCT to the extent that provision of your Personal Information is required to apply for an open position.

If PCT collects Personal Information from you, such information will not be disclosed or used by PCT for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of PCT and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g.*, requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of PCT, please send an email message to info@PCT.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

PCT Compliance with California Online Privacy Protection Act

For some websites which PCT or one of its companies owns, such as the Customer CareNet ("CCN"), PCT is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the PCT Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Pacific Coast Title Company does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Pacific Coast Title Company and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Pacific Coast Title Company makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed

through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Pacific Coast Title Company and your exclusive remedy with respect to the use of any product or service provided by Pacific Coast Title Company including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to PCT, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Pacific Coast Title Company
1111 East Katella Avenue, #120
Orange, CA 92620
Attn.: Executive Vice President
info@PCT.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

DISASTER LOANS (CTIC)

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

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

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

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

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

**STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION**

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

To: Pacific Coast Title Company
516 Burchett St., Glendale, CA 91203

ESCROW NO.:
TITLE NO.: **10282338-GLT-**

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? _____ If yes, complete the following information:

Date and place of marriage _____

Spouse: _____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently a registered domestic partner? _____ If yes, complete the following information:

Domestic Partner: _____ Date of Birth _____
 First Name Middle Name Last Name Maiden Name
 (If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(If more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

 Number & Street City From (date) to (date)

 Number & Street City From (date) to (date)

(If more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

(If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

(If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes _____ No _____

Owner to complete the following items

Street Address of Property in this transaction: 512 North Harbor Boulevard, Fullerton, CA 92832

The land is unimproved _____; or improved with a structure of the following type: A Single or 1-4 Family _____ Condo Unit _____ Other _____

Improvements, remodeling or repairs to this property have been made within the past six months: Yes _____ No _____

If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes _____ No _____

Any current loans on property? _____ If yes, complete the following:

Lender _____ Loan Amount _____ Loan Account # _____

Lender _____ Loan Amount _____ Loan Account # _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, _____ at _____

Signature _____

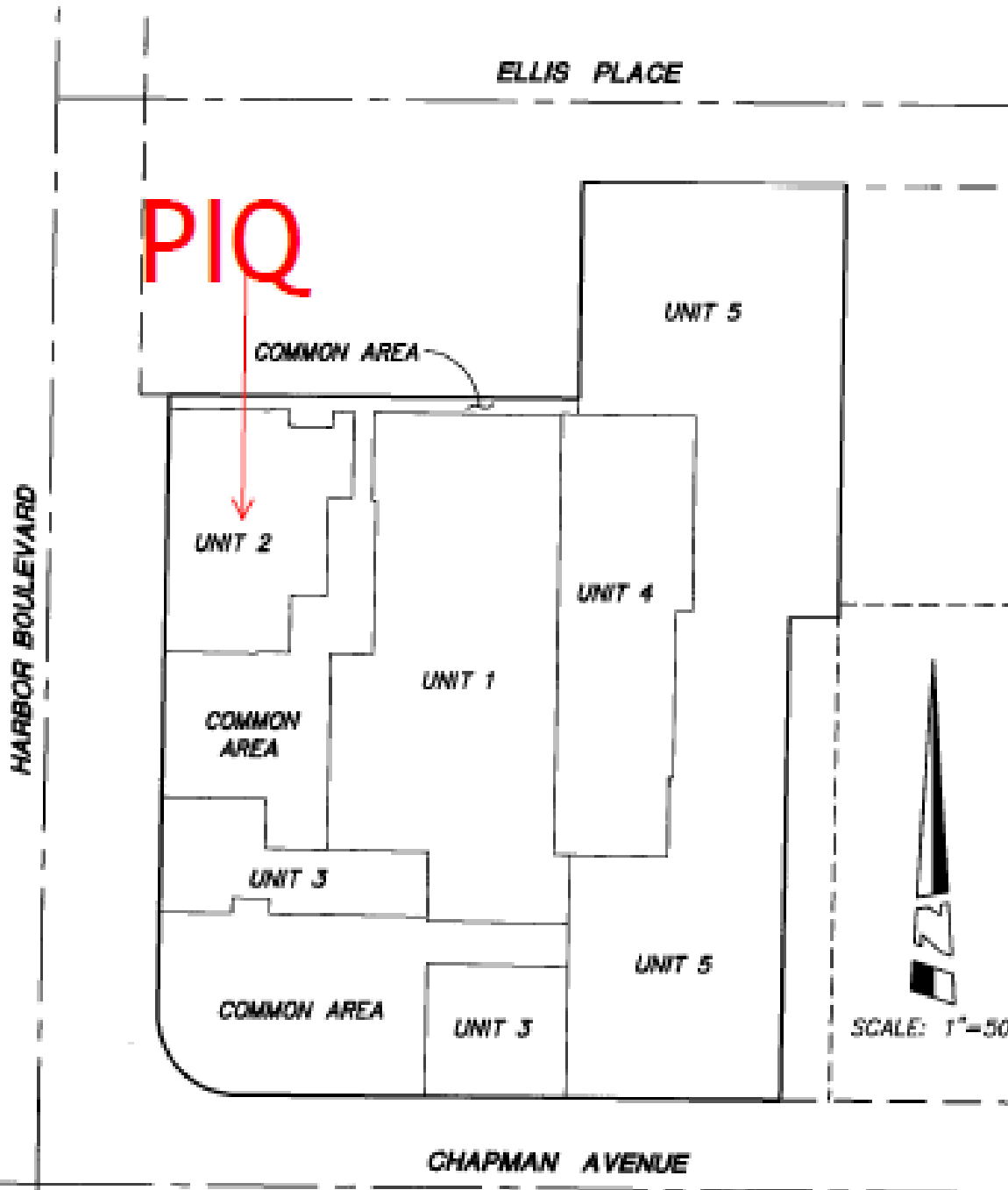
Signature _____

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.

CONDOMINIUM PLAN
PARCEL MAP NO. 2009-138
UNIT LAYOUT - GROUND FLOOR

SHEET 9



UNIT DESIGNATIONS:

- UNIT 1 - FOX THEATRE CONDOMINIUM UNIT
- UNIT 2 - TEA ROOM BUILDING CONDOMINIUM UNIT
- UNIT 3 - FIRESTONE BUILDING CONDOMINIUM UNIT
- UNIT 4 - EAST AIRSPACE (THEATRE ADDITION) CONDOMINIUM UNIT
- UNIT 5 - PARKING CONDOMINIUM UNIT



516 Burchett St.
 Glendale, CA 91203
 Title Officer: Rachel Barcena
 Title Phone: (818) 662-6773
 Title Email: Unit88@pct.com
 Title Order No.: 10282342-GLT-

Issuing Policies of Commonwealth Land Title Insurance Company

ORDER NO: **10282342**

Proposed Lender:

City of Fullerton
 303 W. Commonwealth Ave
 Fullerton, CA 92832
 Attn.: Taylor Samuelson

Proposed Loan Amount: \$10.00
 Loan No.:

PROPERTY: **0 Gov Land, Fullerton, CA 92832**

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska Corporation.

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

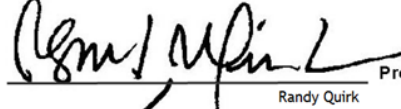
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Pacific Coast Title Company
 Countersigned:

By: 
 Authorized Officer or Agent



Commonwealth Land Title Insurance Company

BY 
 Randy Quirk President

ATTEST 
 Michael Gravelle Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: **October 19, 2023 at 7:30 a.m.**

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

**CLTA Standard Coverage Policy
ALTA 2006 Extended Loan Policy**

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

A CONDOMINIUM, AS DEFINED IN SECTIONS 783 AND 6542 OF THE CALIFORNIA CIVIL CODE, IN FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS **VESTED IN:**

CITY OF FULLERTON, A CALIFORNIA MUNICIPAL CORPORATION

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

LEGAL DESCRIPTION

EXHIBIT A

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

PARCEL 1:

UNITS 4 AND 5, AS SHOWN AND DEFINED IN THE CONDOMINIUM PLAN RECORDED JANUARY 27, 2011 AS INSTRUMENT NO. 2011000050999 OFFICIAL RECORDS. AFFECTING THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2009-138, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER THE MAP FILED IN BOOK 370, PAGES 44 THROUGH 47, INCLUSIVE OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

AN UNDIVIDED 2/5THS INTEREST IN AND TO ALL THAT PORTION OF PARCEL 1 OF PARCEL MAP NO. 2009-138, IN THE CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER THE MAP FILED IN BOOK 370, PAGES 44 THROUGH 47, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY SHOWN AND DEFINED AS "COMMON AREA" ON THE CONDOMINIUM PLAN RECORDED JANUARY 27, 2011 AS INSTRUMENT NO. 2011000050999 OFFICIAL RECORDS.

PARCEL 3:

EASEMENTS AS SET FORTH IN SECTION 4.4 ("PERPETUAL EASEMENTS") AND ARTICLE 5 ("DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS") OF THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR THE FOX THEATRE, RECORDED JANUARY 28, 2011 AS INSTRUMENT NO. 2011000052374 OFFICIAL RECORDS (THE "DECLARATION") IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 4:

EASEMENTS FOR THE EXCLUSIVE RIGHT OF USE, POSSESSION AND OCCUPANCY OF THOSE PORTIONS OF PARCEL 2 ABOVE, DESIGNATED AS "EXCLUSIVE USE AREAS" AS DEFINED IN THE DECLARATION, WHICH SHALL BE APPURTENANT TO PARCELS 1 AND 2 ABOVE.

APN: 932-41-506, 932-41-507

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

1. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.
2. There were no taxes levied for the fiscal year 2023-2024 as the property was vested in a public entity.
3. The lien of supplemental or escaped assessments of property taxes, if any, pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
4. Water rights, claims or title to water, whether or not disclosed by the public records.
5. All easements, offers and dedications as shown on the official map
Tract of: Parcel Map No. 2009-138
6. A right of way to construct irrigation or drainage ditches, as reserved in deed from The Steams Ranchos Company recorded May 19, 1890 [in Book 7, Page 37](#) Deeds.
7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Anaheim Union Water Company
Purpose: ditches or pipelines
Recording No.: Certificate of Title No. 8521 in Torrens
Affects: a portion of said land

No representation is made as to the present ownership of said easement

The exact location and extent of said easement is not disclosed of record.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
Purpose: underground electrical supply systems and communication systems
Recording No.: in Book 8893, Page 94, Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Southern California Edison Company
Purpose: utilities
Recording Date: June 27, 1969
Recording No.: in Book 9004, Page 710, Official Records
Affects: Common Area, as described therein

No representation is made as to the present ownership of said easement

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Pacific Bell
Purpose: aerial and underground communication facilities
Recording No.: 86-342481, Official Records
Affects: as described therein
- No representation is made as to the present ownership of said easement
11. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;
- Reserved by: City of Fullerton
Purpose: public utilities and a non-buildable easement to provide an open yard per uniform Building Code Section 504
Recording Date: December 23, 1991
Recording No.: [91-705705](#), Official Records
Affects: as described therein
12. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording Date: December 23, 1991
Recording No: [91-705711](#), Official Records
13. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Southern California Edison Company
Purpose: underground electrical supply systems and communication systems
Recording Date: March 31, 1992
Recording No.: [92-199338](#), Official Records
Affects: as described therein
- No representation is made as to the present ownership of said easement
14. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:
- Granted to: Southern California Edison Company
Purpose: underground electrical supply systems and communication systems
Recording Date: May 19, 1992
Recording No.: [92-332581](#), Official Records
Affects: as described therein
- No representation is made as to the present ownership of said easement

15. Matters contained in that certain document

Entitled: Memorandum of Disposition and Development Agreement
Dated: January 24, 2005
Executed by: Fullerton Redevelopment Agency and the Fullerton Historic Theatre Foundation
Recording Date: January 24, 2005
Recording No.: 2005000056616, Official Records

Reference is hereby made to said document for full particulars.

An agreement to modify the terms and provisions of the said document, as therein provided

Recording date: February 1, 2011
Recording no.: 2011000059208, official records

Affects: Unit no. 4

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

Recording Date: April 27, 2007
Recording No: [2007000273612](#), Official Records

Redevelopment Agency: Fullerton Redevelopment Agency

17. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 28, 2011
Recording No: [2011000052374](#), Official Records

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

18. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 27, 2012
Recording No: [2012000050965](#), Official Records

Recording Date: January 27, 2012
Recording No: [2012000050966](#), Official Records

Affects: Unit No. 5

19. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: January 27, 2012
Recording No: [2012000050969](#), Official Records

Recording Date: January 27, 2012
Recording No: [2012000050970](#), Official Records

Affects: Unit No. 4

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

Granted to: City of Fullerton, a municipal corporation
Purpose: public road and utility purposes
Recording Date: June 13, 2012
Recording No.: 2012000334616, Official Records
Affects: as described therein

No representation is made as to the present ownership of said easement

21. Matters contained in that certain document

Entitled: Notice and Declaration of Land Use Restriction (in favor of the City of Fullerton)
Dated: August 25, 1986
Executed by: James H. Frisbie; Marlene J. Frisbie
Recording Date: September 3, 1986
Recording No.: [86-399872](#), Official Records

Reference is hereby made to said document for full particulars.

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

Granted to: City of Fullerton, a Municipal Corporation
Purpose: Easement
Recording Date: December 9, 1987
Recording No.: [87-682698](#), Official Records
Affects: a portion of said land

No representation is made as to the present ownership of said easement

23. Matters contained in that certain document

Entitled: Notice and Declaration of Land Use Restriction (in favor of the City of Fullerton)
Dated: August 11, 1988
Executed by: James H. Frisbie, Trustee; Marlene J. Frisbie, Trustee
Recording Date: August 11, 1988
Recording No.: [88-394517](#), Official Records

Reference is hereby made to said document for full particulars.

24. The effect of a Quitclaim Deed

From: Fullerton Redevelopment Agency, a Public Body Corporate and Politic
To: The City of Fullerton, a Municipal Corporation
Dated: March 9, 2011
Recording Date: March 9, 2011
Recording No.: [2011000126841](#), Official Records

25. The effect of a Quitclaim Deed

From: The City of Fullerton, a Municipal Corporation
To: Fullerton Redevelopment Agency, a Public Body Corporate and Politic
Dated: March 9, 2011
Recording Date: March 9, 2011
Recording No.: [2011000126843](#), Official Records

26. The effect of a Quitclaim Deed

From: The City of Fullerton, a Municipal Corporation
To: Successor Agency to the Fullerton Redevelopment Agency, a Public Agency Pursuant to Health and Safety Code Section 34173
Dated: October 21, 2013
Recording Date: October 22, 2013
Recording No.: [2013000594221](#), Official Records

27. The effect of a Quitclaim Deed

From: The City of Fullerton, a Municipal Corporation
To: Successor agency to the Fullerton Redevelopment Agency, a Public Agency Pursuant to Health and Safety Code Section 34173 and the City of Fullerton, a Municipal Corporation
Dated: August 27, 2019
Recording Date: August 28, 2019
Recording No.: [2019000321058](#), Official Records

28. The effect of a Grant Deed

From: Fox Harbor LLC, a California limited liability company
To: The City of Fullerton, a California municipal corporation
Dated: February 13, 2023
Recording Date: February 27, 2023
Recording No.: [2023000044314](#), Official Records

The effect of a Revocation of Deed

From: Fox Harbor LLC, a California limited liability company
To: The City of Fullerton, a California municipal corporation
Dated: March 22, 2023
Recording Date: May 24, 2023
Recording No.: [2023000121247](#), Official Records

29. We will require evidence of compliance with the statutory limitations incident to the governmental agency named below, with reference to any conveyance of an interest in the herein described land this company will be asked to record and/or rely upon in the issuance of any form of title insurance.

Governmental agency: The Fullerton Redevelopment Agency

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

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

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

31. The Company will require that a full copy of any unrecorded lease referred to herein be furnished to the Company, together with all supplements, assignments and amendments for review.

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

32. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

33. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

END OF ITEMS

NOTES

1. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
2. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
3. Note: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee **must** be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

"The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full."

In the event that the reconveyance fee and the assignment, release or transfer thereof are **not** included within the demand statement, then Pacific Coast Title Company may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

4. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

WIRE INSTRUCTIONS

When funds are wired to Pacific Coast Title Company, please use the instructions below:

Nano Banc, 7755 Irvine Center Drive, Suite 300, Irvine, CA 92618	ABA (Routing) Number: 122245251 Account Number: 6100101033 Account Name: Pacific Coast Title Company Credit: Pacific Coast Title Company - GLT Reference: 10282342

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska corporation.

Funds received by this Company via wire transfer may be disbursed upon receipt. Funds received by this company via cashier's check or tellers check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer, cashier's check or teller's check, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub-escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOFF INFORMATION

NOTE: This Company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: to avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following:

Borrower(s):

- a) **Sign and return the Equity Line/Credit Line Affidavit provided with the report,**
- b) **Request that the account be frozen.**

Settlement:

- a) **Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff, and**
- b) **Upon delivery of the payoff check, a full reconveyance must be obtained.**

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

END OF NOTES

Rachel Barcena / SN

PACIFIC COAST TITLE COMPANY PRIVACY NOTICE

Pacific Coast Title Company, ("PCT") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by PCT. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Pacific Coast Title Company and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by PCT, including collection through any PCT website and any online features, services and/or programs offered by PCT (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than PCT.

How Information is Collected

The types of personal information PCT collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, PCT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third

party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by PCT is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about PCT's, PCT's affiliates and third parties' products and services.

When Information Is Disclosed By PCT

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or

- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PCT, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of PCT, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the PCT business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that PCT's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PCT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. PCT is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and

companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing PCT with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to PCT is entirely up to you. You may decide not to submit Personal Information, in which case PCT may not be able to provide certain services or products to you.

You may choose to prevent PCT from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of PCT. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by PCT to the extent that provision of your Personal Information is required to apply for an open position.

If PCT collects Personal Information from you, such information will not be disclosed or used by PCT for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of PCT and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g.*, requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of PCT, please send an email message to info@PCT.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

PCT Compliance with California Online Privacy Protection Act

For some websites which PCT or one of its companies owns, such as the Customer CareNet ("CCN"), PCT is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the PCT Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Pacific Coast Title Company does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Pacific Coast Title Company and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Pacific Coast Title Company makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed

through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Pacific Coast Title Company and your exclusive remedy with respect to the use of any product or service provided by Pacific Coast Title Company including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to PCT, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Pacific Coast Title Company
1111 East Katella Avenue, #120
Orange, CA 92620
Attn.: Executive Vice President
info@PCT.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

DISASTER LOANS (CTIC)

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

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

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

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

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

**STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION**

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

To: Pacific Coast Title Company
516 Burchett St., Glendale, CA 91203

ESCROW NO.:
TITLE NO.: **10282342-GLT-**

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? _____ If yes, complete the following information:

Date and place of marriage _____

Spouse: _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently a registered domestic partner? _____ If yes, complete the following information:

Domestic Partner: _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(If more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

Number & Street _____ City _____ From (date) to (date)

Number & Street _____ City _____ From (date) to (date)

(If more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

(If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

(If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes _____ No _____

Owner to complete the following items

Street Address of Property in this transaction: 0 Gov Land, Fullerton, CA 92832

The land is unimproved _____; or improved with a structure of the following type: A Single or 1-4 Family _____ Condo Unit _____ Other _____

Improvements, remodeling or repairs to this property have been made within the past six months: Yes _____ No _____

If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes _____ No _____

Any current loans on property? _____ If yes, complete the following:

Lender _____ Loan Amount _____ Loan Account # _____

Lender _____ Loan Amount _____ Loan Account # _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, _____ at _____

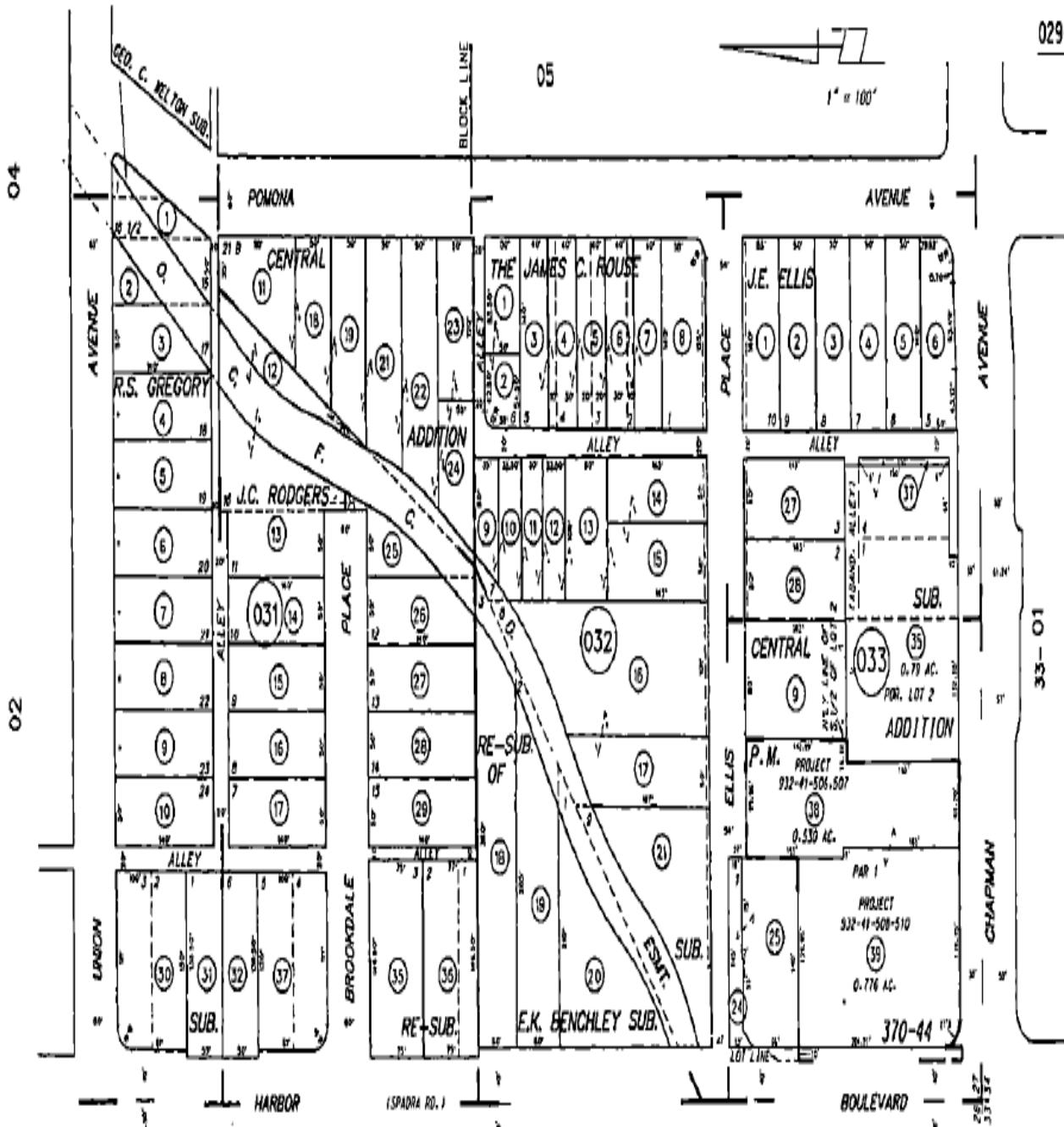
Signature _____

Signature _____

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.

4



- 32-20
- RESUB. E.K. BENCHLEY SUB. M.M. 8-73
 - GEO. C. WELTON SUB. M.M. 8-43
 - R.S. GREGORY SUB. M.M. 8-55
 - J.C. RODGERS RESUB. M.M. 9-16
 - CENTRAL ADD. M.M. 7-7, 8
 - J.C. ROUSE SUB. M.M. 8-37
 - J.E. ELLIS SUB. M.M. 8-39
 - PARCEL MAP P.M. 370-44

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

ASSESSOR'S MAP BOOK 029 PAGE 03 COUNTY OF ORANGE

MARCH 1949





516 Burchett St.
 Glendale, CA 91203
 Title Officer: Rachel Barcena
 Title Phone: (818) 662-6773
 Title Email: Unit88@pct.com
 Title Order No.: 10282341-GLT-

Issuing Policies of Commonwealth Land Title Insurance Company

ORDER NO: **10282341**

Proposed Lender:

City of Fullerton
 303 W. Commonwealth Ave
 Fullerton, CA 92832
 Attn.: Taylor Samuelson

Proposed Loan Amount: \$10.00
 Loan No.:

PROPERTY: **127 West Chapman Avenue, Fullerton, CA 92832**

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska Corporation.

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

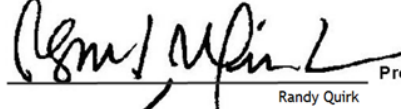
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Pacific Coast Title Company
 Countersigned:

By: 
 Authorized Officer or Agent



Commonwealth Land Title Insurance Company

BY 
 Randy Quirk President

ATTEST 
 Michael Gravelle Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: **August 10, 2023 at 7:30 a.m.**

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

**CLTA Standard Coverage Policy
ALTA 2006 Extended Loan Policy**

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

A LEASEHOLD AS CREATED BY THAT CERTAIN LEASE DATED JULY 6, 2004, EXECUTED BY RONALD F. MILLER AND RONNIE D. MILLER, AS CO- TRUSTEES OF THE RONALD F. MILLER FAMILY TRUST, AS LESSOR AND FULLERTON REDEVELOPMENT AGENCY, A PUBLIC BODY, CORPORATE AND POLITIC, AS LESSEE, AS REFERENCED IN THE DOCUMENT ENTITLED "MEMORANDUM OF LEASE AND PURCHASE AGREEMENT", WHICH WAS RECORDED AUGUST 12, 2004 AS INSTRUMENT NO. 2004000732754 OF OFFICIAL RECORDS , FOR THE TERM AND UPON AND SUBJECT TO ALL THE PROVISIONS CONTAINED IN SAID DOCUMENT, AND IN SAID LEASE.

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS **VESTED IN:**

SUCCESSOR AGENCY TO THE FULLERTON REDEVELOPMENT AGENCY, A PUBLIC AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTION 34173, SUBJECT TO ITEM NOS. 14 AND 15

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

LEGAL DESCRIPTION

EXHIBIT A

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

PARCEL 1:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF CHAPMAN AVENUE, WEST 190.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTIONS; THENCE WEST 300.00 FEET ALONG SAID CENTER LINE; THENCE NORTH PARALLEL WITH AND WEST 490.00 FEET FROM THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF BLOCK 1 OF HERMOSA ADDITION, AS PER MAP RECORDED IN BOOK 7 PAGE 47 OF SAID MISCELLANEOUS MAPS; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 2 IN SAID BLOCK 1; THENCE SOUTH PARALLEL WITH AND WEST 190.00 FEET FROM THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING.

EXCEPT THE WEST 170.00 FEET THEREOF.

PARCEL 2:

THE EAST 70.00 FEET OF THE WEST 170.00 FEET OF THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 28 TOWNSHIP 3 SOUTH, RANGE 10 WEST, IN THE RANCHO SAN JUAN CAJON DE SANTA ANA, CITY OF FULLERTON, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 51 PAGE 7 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF CHAPMAN AVE., WEST 190.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE WEST 300.00 FEET ALONG SAID CENTER LINES THENCE NORTH PARALLEL WITH AND WEST 490.00 FEET FROM THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF BLOCK 1 OF HERMOSA ADDITION, AS PER MAP RECORDED IN BOOK 7 PAGE 47 OF SAID MISCELLANEOUS MAPS; THENCE NORTHEASTERLY ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF LOT 2 IN SAID BLOCK 1; THENCE SOUTH PARALLEL WITH AND WEST 190.00 FEET FROM THE EAST LINE OF SAID SECTION TO THE POINT OF BEGINNING.

APN: 032-212-15

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follow:
Code Area: 03-067
Tax Identification No.: [032-212-15](#)
Fiscal Year: 2022-2023
1st Installment: Not Taxes Due
2nd Installment: Not Taxes Due
Exemption: \$0.00
Land: \$1,471,026.00
Improvements: \$0.00
Personal Property: \$0.00
3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. The use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in deed

Recorded: March 8, 1889, [in Book 542, Page 216](#), of Deeds
7. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Purpose: Roads, railroads and ditches
Recording Date: March 8, 1889
Recording No.: [in Book 542, Page 216](#), of Deeds
Affects: The South 30 feet of Parcels 1 and 2
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of Fullerton
Purpose: Channel
Recording Date: December 9, 1939
Recording No.: [in Book 1023, Page 173](#), Official Records
Affects: The Northerly portion of said land

No representation is made as to the present ownership of said easement

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

Granted to: Southern California Edison Company

Purpose: Public utilities

Recording Date: October 24, 1967

Recording No.: [16415 in Book 8413, Page 812](#), Official Records

Affects: Portions of the herein described land, the exact location of which can be determined by examination of the above-mentioned instrument, which contains a complete legal description of the affected portions of said land

No representation is made as to the present ownership of said easement

10. Matters contained in that certain document

Entitled: Landlord's Agreement

Executed by: Fallbrook National Bank and Ronald F. Miller and Ronnie D. Miller

Recording Date: March 11, 1999

Recording No.: [19990178376](#), Official Records

Reference is hereby made to said document for full particulars.

11. A document entitled Resolution No. 7342, recorded October 17, 1985, as Instrument No. [85-399898](#), Official Records.

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

Redevelopment Agency: Fullerton Redevelopment Agency

Recording Date: April 27, 2007

Recording No.: [2007000273612](#), Official Records

13. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

14. A Deed:

From: The City of Fullerton, a municipal corporation

To: Successor Agency to the Fullerton Redevelopment Agency, a Public Agency Pursuant to Health and Safety Code Section 34173

Dated: October 21, 2013

Recording Date: October 22, 2013

Recording No.: [2013000594226](#), Official Records

For insurance purposes, the Company is not willing to divest the interest of the following party(s):

Party(s): The City of Fullerton

The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

15. The Company will require the following documents for review prior to the issuance of any title assurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: The City of Fullerton, a municipal corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a "parent" organization, a copy of the Articles and By-laws of the parent

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

16. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),
Party(s): All Parties

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

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

17. The effect of any failure to comply with the terms, covenants, conditions and provisions of the lease described or referred to in Schedule A.
18. Any rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors and their successors in interest, in the lease described or referred to in Schedule A.
19. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.
20. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

END OF ITEMS

NOTES

1. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Vacant Land, known as 127 West Chapman Avenue, Fullerton, CA 92832 to an Extended Coverage Loan Policy.
3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
4. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
5. Note: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee **must** be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

"The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full."

In the event that the reconveyance fee and the assignment, release or transfer thereof are **not** included within the demand statement, then Pacific Coast Title Company may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.

6. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

WIRE INSTRUCTIONS

When funds are wired to Pacific Coast Title Company, please use the instructions below:

Nano Banc, 7755 Irvine Center Drive, Suite 300, Irvine, CA 92618	ABA (Routing) Number: 122245251 Account Number: 6100101033 Account Name: Pacific Coast Title Company Credit: Pacific Coast Title Company - GLT Reference: 10282341

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska corporation.

Funds received by this Company via wire transfer may be disbursed upon receipt. Funds received by this company via cashier's check or tellers check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer, cashier's check or teller's check, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub-escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOFF INFORMATION

NOTE: This Company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: to avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following:

Borrower(s):

- a) **Sign and return the Equity Line/Credit Line Affidavit provided with the report,**
- b) **Request that the account be frozen.**

Settlement:

- a) **Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff, and**
- b) **Upon delivery of the payoff check, a full reconveyance must be obtained.**

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

END OF NOTES

Rachel Barcena / SS

PACIFIC COAST TITLE COMPANY PRIVACY NOTICE

Pacific Coast Title Company, ("PCT") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by PCT. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Pacific Coast Title Company and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by PCT, including collection through any PCT website and any online features, services and/or programs offered by PCT (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than PCT.

How Information is Collected

The types of personal information PCT collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, PCT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third

party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by PCT is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about PCT's, PCT's affiliates and third parties' products and services.

When Information Is Disclosed By PCT

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or

- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PCT, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of PCT, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the PCT business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that PCT's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PCT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. PCT is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and

companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing PCT with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to PCT is entirely up to you. You may decide not to submit Personal Information, in which case PCT may not be able to provide certain services or products to you.

You may choose to prevent PCT from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of PCT. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by PCT to the extent that provision of your Personal Information is required to apply for an open position.

If PCT collects Personal Information from you, such information will not be disclosed or used by PCT for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of PCT and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g.*, requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of PCT, please send an email message to info@PCT.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

PCT Compliance with California Online Privacy Protection Act

For some websites which PCT or one of its companies owns, such as the Customer CareNet ("CCN"), PCT is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the PCT Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Pacific Coast Title Company does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Pacific Coast Title Company and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Pacific Coast Title Company makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed

through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Pacific Coast Title Company and your exclusive remedy with respect to the use of any product or service provided by Pacific Coast Title Company including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to PCT, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Pacific Coast Title Company
1111 East Katella Avenue, #120
Orange, CA 92620
Attn.: Executive Vice President
info@PCT.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

DISASTER LOANS (CTIC)

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

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

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

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

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

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

(If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

(If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes _____ No _____

Owner to complete the following items

Street Address of Property in this transaction: 127 West Chapman Avenue, Fullerton, CA 92832

The land is unimproved _____; or improved with a structure of the following type: A Single or 1-4 Family _____ Condo Unit _____ Other _____

Improvements, remodeling or repairs to this property have been made within the past six months: Yes _____ No _____

If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes _____ No _____

Any current loans on property? _____ If yes, complete the following:

Lender _____ Loan Amount _____ Loan Account # _____

Lender _____ Loan Amount _____ Loan Account # _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

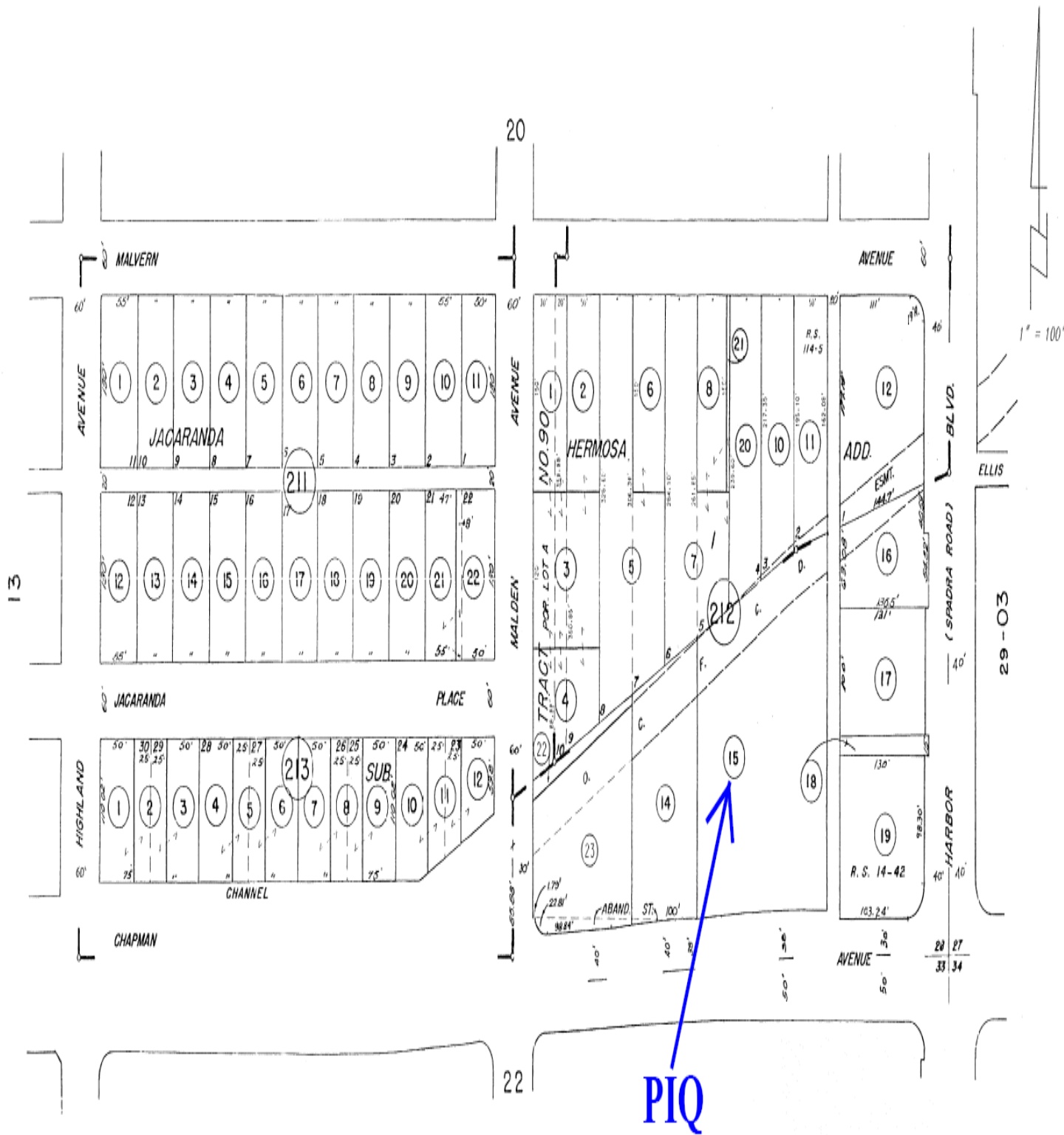
Executed on _____, _____ at _____

Signature _____

Signature _____

(Note: If applicable, both spouses/domestic partners must sign.)

THANK YOU.



MARCH 1949

JACARANDA SUB.	M.M. 11-3
HERMOSA ADD.	M.M. 7-47
TRACT NO. 90	M.M. 10-45

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

ASSESSOR'S MAP BOOK 032 PAGE 21 COUNTY OF ORANGE





516 Burchett St.
 Glendale, CA 91203
 Title Officer: Rachel Barcena
 Title Phone: (818) 662-6773
 Title Email: Unit88@pct.com
 Title Order No.: 10282339-GLT-

Issuing Policies of Commonwealth Land Title Insurance Company

ORDER NO: **10282339**

Proposed Lender:

City of Fullerton
 303 W. Commonwealth Ave
 Fullerton, CA 92832
 Attn.: Taylor Samuelson

Proposed Loan Amount: \$10.00
 Loan No.:

PROPERTY: **0 Gov Land, Fullerton, CA 92832**

PRELIMINARY REPORT

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

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

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

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska Corporation.

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

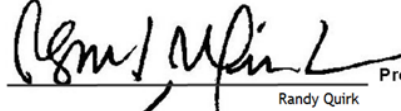
It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Pacific Coast Title Company
 Countersigned:

By: 
 Authorized Officer or Agent



Commonwealth Land Title Insurance Company

BY 
 Randy Quirk President

ATTEST 
 Michael Gravelle Secretary



PRELIMINARY REPORT

EFFECTIVE DATE: **August 10, 2023 at 7:30 a.m.**

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

**CLTA Standard Coverage Policy
ALTA 2006 Extended Loan Policy**

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

A FEE

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS **VESTED IN:**

THE CITY OF FULLERTON, A MUNICIPAL CORPORATION; SUBJECT TO ITEM NO. 13

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

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

LEGAL DESCRIPTION

EXHIBIT A

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

LOT 23 INCLUSIVE, IN BLOCK 40 OF THE "TOWNSITE OF FULLERTON", AS PER MAP RECORDED IN BOOK 22, PAGE 3 ET SEQ., MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

APN: 033-041-22

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

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follow:
Code Area: 03-058
Tax Identification No.: [033-041-22](#)
Fiscal Year: 2022-2023
1st Installment: \$0.00, No Taxes Due
2nd Installment: \$0.00, No Taxes Due
Exemption: \$0.00
Land: \$0.00
Improvements: \$0.00
Personal Property: \$0.00
3. Any liens or other assessments, bonds, or special district liens including without limitation, Community Facility Districts, that arise by reason of any local, City, Municipal or County Project or Special District.
4. The lien of supplemental or escaped assessments of property taxes, if any, pursuant to the provisions of Chapter 3.5 or Part 2, Chapter 3, Articles 3 and 4 respectively (commencing with Section 75) of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A; or as a result of changes in ownership or new construction occurring prior to date of policy.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. Rights of the public as to any portion of the land lying within tne area commonly known as Walnut Avenue.
7. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency: Orange Fair Business District Redevelopment Project
Recording Date: December 26, 1973
Recording No.: in Book 11126, Page 372, Official Records

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

Granted to: The City of Fullerton
Purpose: Storm drain and appurtenances
Recording Date: April 24, 1974
Recording No.: in Book 11126, Page 372, Official Records
Affects: The Southerly 10.00 feet of said land

No representation is made as to the present ownership of said easement

9. A Covenant and Agreement

Executed by: Albert Charles Bushala, Anthony Nicholas Bushala and George Kahlil Bushala
In favor of: City of Fullerton
Recording Date: August 3, 1985
Recording No.: [85-287162](#), Official Records

Reference is hereby made to said document for full particulars.

This covenant and agreement shall run with the Land and shall be binding upon any future owners, encumbrancers, their successors or assigns, and shall continue in effect until the advisory agency approves termination.

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

Granted to: Pacific Bell
Purpose: Aerial, underground communication facilities
Recording Date: February 14, 1989
Recording No.: [89-075291](#), Official Records
Affects: a portion of said land

No representation is made as to the present ownership of said easement

11. Matters contained in that certain document

Entitled: Development Agreement No. 99-DA-2
Executed by: George and Sylvia Bushala and others, and the City of Fullerton
Recording Date: January 11, 2000
Recording No.: [20000016138](#), Official Records

Reference is hereby made to said document for full particulars.

12. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

13. A Deed:

From: Fullerton Redevelopment Agency, a public body corporate and politic
To: The City of Fullerton, A Municipal Corporation

Dated: April 5, 2011
Recording Date: April 6, 2011
Recording No.: [2011000173881](#), Official Records

For insurance purposes, the Company is not willing to divest the interest of the following party(s):
Party(s): Fullerton Redevelopment Agency

The Company will require an affidavit signed by the seller/mortgagor certifying that there are no matters that could give rise to any defects, liens, encumbrances, adverse claims or other matters that would attach to the Land between the effective date of the report and the recording of the instruments creating the estate to be insured.

14. In order to complete this report, the Company requires a Statement of Information to be completed by the following party(s),
Party(s): All Parties

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

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

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

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

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

16. The Company will require that a full copy of any unrecorded lease referred to herein be furnished to the Company, together with all supplements, assignments and amendments for review.

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

17. Matters which may be disclosed by an inspection and/or by a correct ALTA/ACSM Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

18. An inspection of said Land has been ordered; upon its completion the Company reserves the right to except additional items and/or make additional requirements.

END OF ITEMS

NOTES

1. Note: None of the items shown in this report will cause the Company to decline to attach CLTA Endorsement Form 100 to an Extended Coverage Loan Policy, when issued.
2. Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land Commercial, known as 0 Gov Land, Fullerton, CA 92832 to an Extended Coverage Loan Policy.
3. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
4. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.
5. Note: Amended Civil Code Section 2941, which becomes effective on January 1, 2002, sets the fee for the processing and recordation of the reconveyance of each Deed of Trust being paid off through this transaction at \$45.00. The reconveyance fee **must** be clearly set forth in the Beneficiary's Payoff Demand Statement ("Demand"). In addition, an assignment or authorized release of that fee, from the Beneficiary to the Trustee of record, must be included. An example of the required language is as follows:

"The Beneficiary identified above hereby assigns, releases or transfers to the Trustee of record, the sum of \$45.00, included herein as 'Reconveyance Fees', for the processing and recordation of the Reconveyance of the Deed of Trust securing the indebtedness covered hereby, and the escrow company or title company processing this pay-off is authorized to deduct the Reconveyance Fee from this Demand and forward said fee to the Trustee of record or the successor Trustee under the Trust Deed to be paid off in full."

In the event that the reconveyance fee and the assignment, release or transfer thereof are **not** included within the demand statement, then Pacific Coast Title Company may decline to process the reconveyance and will be forced to return all documentation directly to the Beneficiary for compliance with the requirements of the revised statute.
6. If a county recorder, title insurance company, escrow company, real estate broker, real estate agent or association provides a copy of a declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold face type and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
7. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

WIRE INSTRUCTIONS

When funds are wired to Pacific Coast Title Company, please use the instructions below:

Nano Banc, 7755 Irvine Center Drive, Suite 300, Irvine, CA 92618	ABA (Routing) Number: 122245251 Account Number: 6100101033 Account Name: Pacific Coast Title Company Credit: Pacific Coast Title Company - GLT Reference: 10282339

The policy(s) of title insurance to be issued hereunder will be policy(s) of Commonwealth Land Title Insurance Company, a Nebraska corporation.

Funds received by this Company via wire transfer may be disbursed upon receipt. Funds received by this company via cashier's check or tellers check may be disbursed on the next business day after the day of deposit. **If escrow funds (including shortage checks) are disbursed to this company other than by wire transfer, cashier's check or teller's check, disbursement and/or closing will be delayed 3 to 7 business days.** Questions concerning deposit and/or disbursement of escrow and sub-escrow funds and recording should be directed to your title officer, escrow officer or loan payoff officer.

Outgoing wire transfers will not be authorized until we have confirmation of our recording and one (1) of the following:

- A We have received confirmation of the respective incoming wire.
- B. Collection of a deposited check.

PAYOFF INFORMATION

NOTE: This Company **DOES** require current beneficiary demands prior to closing. If the demand is expired and a current demand cannot be obtained, our requirements will be as follows:

If this Company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. This hold will be over and above the verbal hold the lender may have stipulated.

If this Company cannot obtain a verbal update on the demand, we will either pay off of the expired demand, or wait for the amended demand, at the discretion of the escrow.

NOTE: to avoid delays at the time of closing, if the above deed of trust is an Equity Line/Line of Credit, it will be necessary that all checks, passbooks, credit cards together with instructions to close the account be submitted to the Company prior to the close of this transaction.

In order to expedite compliance with the above, please do the following:

Borrower(s):

- a) **Sign and return the Equity Line/Credit Line Affidavit provided with the report,**
- b) **Request that the account be frozen.**

Settlement:

- a) **Obtain a statement from the lender that no advances have been made after the issuance of the demand for payoff, and**
- b) **Upon delivery of the payoff check, a full reconveyance must be obtained.**

Please be advised that the difference between the principal balance on an issued demand and the maximum principal allowed may be held for up to 10 working days if the above requirements are not met.

END OF NOTES

Rachel Barcena / SS

PACIFIC COAST TITLE COMPANY PRIVACY NOTICE

Pacific Coast Title Company, ("PCT") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by PCT. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice. The provision of this Privacy Notice to you does not create any express or implied relationship, or create any express or implied duty or other obligation, between Pacific Coast Title Company and you. See also **No Representations or Warranties** below.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by PCT, including collection through any PCT website and any online features, services and/or programs offered by PCT (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than PCT.

How Information is Collected

The types of personal information PCT collects may include, among other things (collectively, "Personal Information"): (1) contact information (*e.g.*, name, address, phone number, email address); (2) demographic information (*e.g.*, date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, PCT or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third

party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (*e.g.*, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of certain online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at <http://www.networkadvertising.org/>.
- You can opt-out via the Consumer Choice Page at www.aboutads.info.
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youonlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Use of Personal Information

Information collected by PCT is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services that we perform for you or for Third Parties.
- To communicate with you and to inform you about PCT's, PCT's affiliates and third parties' products and services.

When Information Is Disclosed By PCT

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or

- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of PCT, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of PCT, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the PCT business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information From Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as **THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN.**

Parents should be aware that PCT's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children – or others – in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. PCT encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. PCT is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and

companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal Information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing PCT with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices With Your Personal Information

Whether you submit Personal Information to PCT is entirely up to you. You may decide not to submit Personal Information, in which case PCT may not be able to provide certain services or products to you.

You may choose to prevent PCT from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of PCT. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by PCT to the extent that provision of your Personal Information is required to apply for an open position.

If PCT collects Personal Information from you, such information will not be disclosed or used by PCT for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of PCT and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (*e.g.*, requests made in 2015 will receive information regarding 2014 sharing activities).

To obtain this information on behalf of PCT, please send an email message to info@PCT.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

PCT Compliance with California Online Privacy Protection Act

For some websites which PCT or one of its companies owns, such as the Customer CareNet ("CCN"), PCT is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer for fulfilling a service to that mortgage loan servicer. For example, you may access CCN to complete a transaction with your mortgage loan servicer. During this transaction, the information which we may collect on behalf of the mortgage loan servicer is as follows:

- First and Last Name
- Property Address
- User Name
- Password
- Loan Number
- Social Security Number - masked upon entry
- Email Address
- Three Security Questions and Answers
- IP Address

The information you submit is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than those with which the mortgage loan servicer has contracted to interface with the CCN application.

All sections of the PCT Privacy Notice apply to your interaction with CCN, except for the sections titled Choices with Your Personal Information and Access and Correction. If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

No Representations or Warranties

By providing this Privacy Notice, Pacific Coast Title Company does not make any representations or warranties whatsoever concerning any products or services provided to you by its majority-owned subsidiaries. In addition, you also expressly agree that your use of the Website is at your own risk. Any services provided to you by Pacific Coast Title Company and/or the Website are provided "as is" and "as available" for your use, without representations or warranties of any kind, either express or implied, unless such warranties are legally incapable of exclusion. Pacific Coast Title Company makes no representations or warranties that any services provided to you by it or the Website, or any services offered in connection with the Website are or will remain uninterrupted or error-free, that defects will be corrected, or that the web pages on or accessed

through the Website, or the servers used in connection with the Website, are or will remain free from any viruses, worms, time bombs, drop dead devices, Trojan horses or other harmful components. Any liability of Pacific Coast Title Company and your exclusive remedy with respect to the use of any product or service provided by Pacific Coast Title Company including on or accessed through the Website, will be the re-performance of such service found to be inadequate.

Your Consent To This Privacy Notice

By submitting Personal Information to PCT, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Pacific Coast Title Company
1111 East Katella Avenue, #120
Orange, CA 92620
Attn.: Executive Vice President
info@PCT.com

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EFFECTIVE AS OF: MAY 1, 2015

Notice of Available Discounts

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

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

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

FNF Underwritten Title Companies

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

Underwritten by FNF Underwriters

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

DISASTER LOANS (CTIC)

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

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

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

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS

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

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

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

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

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

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5,000.00

**ATTACHMENT ONE
(CONTINUED)**

**2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE**

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

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

EXCEPTIONS FROM COVERAGE

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

PART I

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

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

**ATTACHMENT ONE
(CONTINUED)**

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCEPTIONS FROM COVERAGE

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

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

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

**ATTACHMENT ONE
(CONTINUED)**

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

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

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

**STATEMENT OF INFORMATION
CONFIDENTIAL INFORMATION FOR YOUR PROTECTION**

Completion of this statement expedites your application for title insurance, as it assists in establishing identity, eliminating matters affecting persons with similar names and avoiding the use of fraudulent or forged documents. Complete all blanks (please print) or indicate "none" or "N/A." If more space is needed for any item(s), use the reverse side of the form. Each party (and spouse/domestic partner, if applicable) to the transaction should personally sign this form.

To: Pacific Coast Title Company
516 Burchett St., Glendale, CA 91203

ESCROW NO.:
TITLE NO.: **10282339-GLT-**

NAME AND PERSONAL INFORMATION

_____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other name you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently married? _____ If yes, complete the following information:

Date and place of marriage _____

Spouse: _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

Are you currently a registered domestic partner? _____ If yes, complete the following information:

Domestic Partner: _____ Date of Birth _____
First Name Middle Name Last Name Maiden Name
(If none, indicate)

Home Phone _____ Business Phone _____ Birthplace _____

Social Security No. _____ Driver's License No. _____

List any other names you have used or been known by _____

State of residence _____ I have lived continuously in the U.S.A. since _____

CHILDREN

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

Child Name: _____ Date of Birth: _____ Child Name: _____ Date of Birth: _____

(If more space is required, use reverse side of form)

RESIDENCES (LAST 10 YEARS)

Number & Street _____ City _____ From (date) to (date)

Number & Street _____ City _____ From (date) to (date)

(If more space is required, use reverse side of form)

OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

SPOUSE'S/DOMESTIC PARTNER'S OCCUPATIONS/BUSINESSES (LAST 10 YEARS)

Firm or Business name Address From (date) to (date)

Firm or Business name Address From (date) to (date)

(If more space is required, use reverse side of form)

PRIOR MARRIAGE(S)

Any prior marriages for either spouse? _____ If yes, complete the following:

Prior spouse's (Party A) name: _____ Prior Spouse of Party A: _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

Prior spouse's (Party B) name: _____ Prior Spouse of Party B: _____ Spouse _____

Marriage ended by: Death _____ Divorce _____ Date of Death/Divorce _____

(If more space is required, use reverse side of form)

PRIOR DOMESTIC PARTNERSHIP(S)

Any prior domestic partnerships for either person? _____ If yes, complete the following:

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

Prior partner's name: _____ Prior Partner: _____

Partnership ended by: Death _____ Dissolution _____ Nullification _____ Termination _____ Date of Death/Dissolution/etc. _____

(If more space is required, use reverse side of form)

INFORMATION ABOUT THE PROPERTY

Buyer intends to reside on the property in this transaction: Yes _____ No _____

Owner to complete the following items

Street Address of Property in this transaction: 0 Gov Land, Fullerton, CA 92832

The land is unimproved _____; or improved with a structure of the following type: A Single or 1-4 Family _____ Condo Unit _____ Other _____

Improvements, remodeling or repairs to this property have been made within the past six months: Yes _____ No _____

If yes, have all costs for labor and materials arising in connection therewith been paid in full? Yes _____ No _____

Any current loans on property? _____ If yes, complete the following:

Lender _____ Loan Amount _____ Loan Account # _____

Lender _____ Loan Amount _____ Loan Account # _____

The undersigned declare, under penalty of perjury, that the foregoing is true and correct.

Executed on _____, _____ at _____

Signature _____

Signature _____

(Note: If applicable, both spouses/domestic partners must sign.)

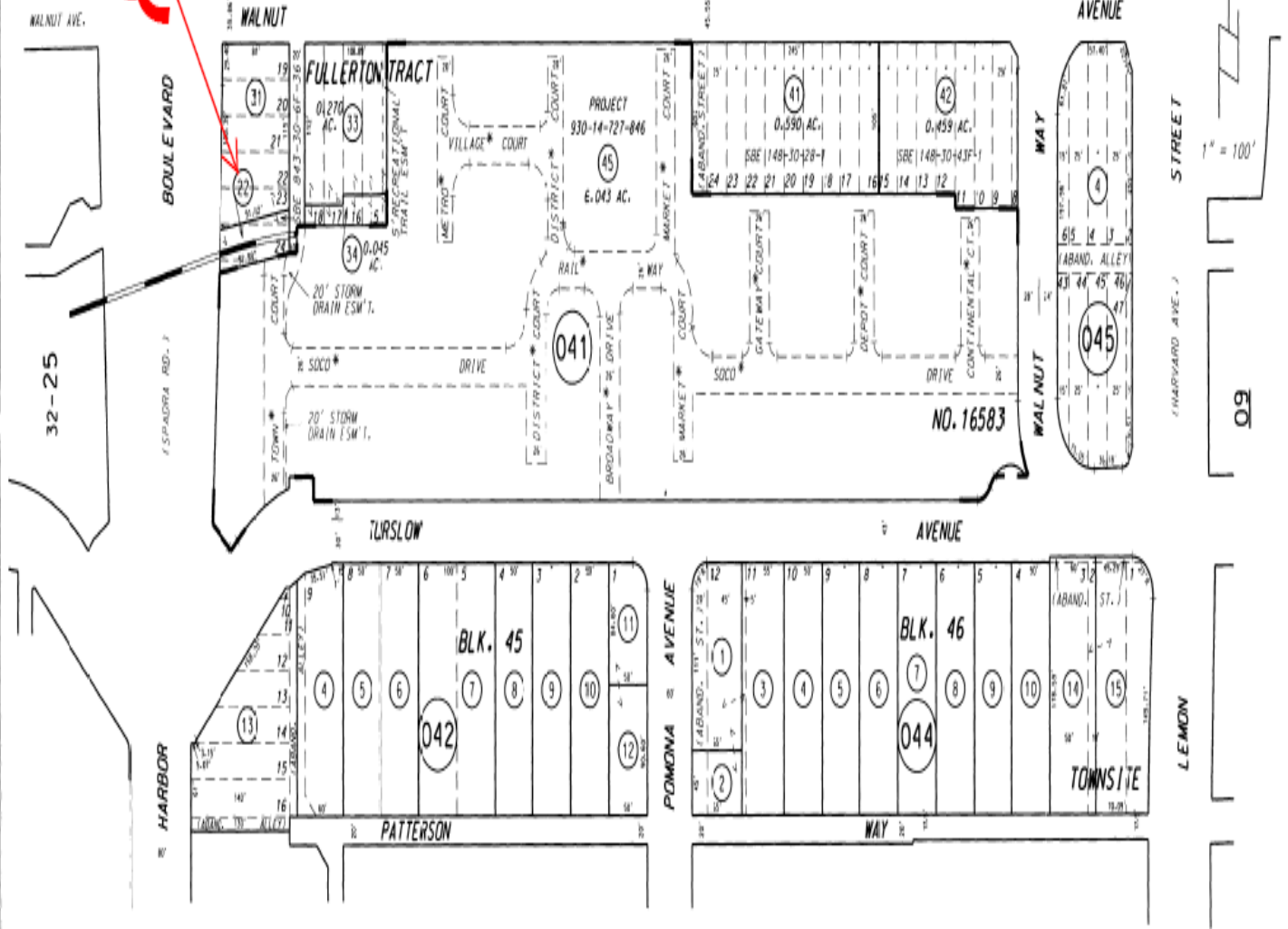
THANK YOU.

THIS MAP WAS PREPARED FOR ORANGE COUNTY ASSESSOR DEPT. PURPOSES ONLY. THE ASSESSOR MAKES NO GUARANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
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03



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MARCH 1949

FULLERTON TOWNSITE
TRACT NO. 16583

L.A. 2-38, 39, 40
M.M. 878-08 to 24 inc.

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

ASSESSOR'S MAP BOOK 033 PAGE 04 COUNTY OF ORANGE

* PRIVATE STREET

