

# ATTACHMENT I

## Real Property Conveyance Questionnaire\* for ASR

(\*Applies to sale, lease, license, or easement of County or District owned assets)

### Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for conveyance (e.g. fee, lease, license, easement)? **Fee**
  - a) Why is this property being considered for lease, license, sale or other conveyance? **The property is a former street that now serves as OCFA's only access into Fire Station 23. It is not used for street purposes and is not necessary for future road use.**
  - b) How and who identified this property as a potential conveyance? **OCFA**
  - c) What factors are key in recommending this property for conveyance? **Maintaining access to the Fire station and reducing liability and maintenance responsibility for the County.**
  - d) How does the proposed conveyance fit into the County's/District's strategic or general plan?
  - e) What are the short and long term anticipated uses of the property? **OCFA access and parking.**
  - f) Are there any limitations on the use of the property in the conveyance documents? **There is a blanket reservation of easement for any undocumented overhead or underground facilities that may have rights. There is also a reservation for an access easement over parcel A to provide access to an adjacent property.**
2. What analysis has been performed as to whether to convey the proposed real property interest? **Roads staff reviewed the current use and determined the property is not necessary for road purposes**
  - a) Have there been any internally or externally prepared reports regarding this property conveyance? **No**
  - b) Who performed the analysis?
  - c) Provide details about the analysis and cost/benefit comparison.
3. How was the conveyance price, or lease/license rent, determined? **Yes**
  - a) Who performed the appraisal or market study and what certifications do they possess? **County appraiser who is an MAI, stated the value would be minimal. OCFA requested the conveyance at no cost because the site has always been integral to their fire station use**
  - b) How does the price/rent compare with comparable properties?
  - c) Does the setting of the price/rent follow industry standards and best practices?
  - e) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable.
4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use? **OCFA will pay all costs for intended use**
  - a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? **Unknown**
  - b) Include estimates of the costs. **N/A**
  - c) What entity will be responsible for the costs? **OCFA**
5. Can the County terminate the sale/easement, lease/license? **Yes**
  - a) What would be necessary to terminate the agreement and when can it be terminated? **Only before the deed is recorded.**
  - b) Are there penalties to terminate the sale/easement, lease/license? **No**
6. What entity will be responsible for the payment(s)? **N/A**
  - a) How will the funds received be used or applied? **N/A**

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- b) What fund number will the funds from the conveyance ultimately be deposited into? **N/A**
  - c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.)
  - d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted? **N/A**
7. Does the proposed sale/easement, lease/license agreement comply with the CEO Real Estate standard language? **Yes**
- a) List any modified clauses and reasons for modification. **N/A**