

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY CONTRACT
STATE HIGHWAY**

RW 8-3 (Rev. 6/95)

CONFIDENTIAL

This document contains personal information, and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

Page 1 of 5

22-331-029

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.3	4E170	SHOPP	N/A	County of Nevada, a political subdivision of the State of California	38782-1

_____, California

_____, 2024

COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE
STATE OF CALIFORNIA

Grantor

RIGHT OF WAY CONTRACT - STATE HIGHWAY

This **Document No. 38782-1** in the form of a **Temporary Construction Easement (TCE)** to the **State of California**, covering the property as delineated on the map identified as Exhibit "A", particularly described in Clause #9 below has been executed and delivered to **LYNEDA LINCOLN**, Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described as **Parcel No. 38782-1** for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

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- (D) The parties to this agreement shall, pursuant Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT- Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3.
- (E) No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this agreement.
2. The State shall pay the undersigned Grantor the sum of **\$49,500.00 (\$45,000.00 in Fair Market Value Just Compensation plus a \$4,500.00 Incentive Payment as described in Clause 3 below)** for the property or interests conveyed in this transaction.
 3. In addition to Fair Market Value Just Compensation, it is agreed by and between the parties hereto that the amount in **Clause 2(A) above includes a payment of \$4,500.00 as an incentive** to the Grantors for the timely signing of this Right of Way Contract. This Incentive Payment offer will expire sixty (60) days from the Initiation of Negotiations, which occurred on 9/17/24.
 4. The State shall pay all escrow and recording fees, interest, notary fees, and related miscellaneous expenses incurred in this transaction, and if title insurance is desired by the state, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer taxes (as State is exempt from such taxes). This transaction shall be handled through an internal escrow by the State of California, Department of Transportation, District 03, 703 B Street, Marysville, California, 95901.
 5. The undersigned Grantor warrants that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** is the owner in fee simple of the property affected by the temporary construction easement (TCE) that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
 6. It is understood and agreed by and between the parties, hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, successors, and assignees.
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7. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantor under this contract.
 8. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a waiver will be required from any lessee that has a lease term exceeding one month. Said waiver is to be provided prior to the close of escrow.
 9. It is understood and agreed that the amount payable in Clause 2(A) above includes compensation in full for the actual possession and use of the TCE, identified as **Parcel No. 38782-1**, for the period commencing on **April 17, 2025** and terminating on **December 29, 2029**. If said parcel is no longer necessary for construction purposes, this TCE may be terminated prior to the above date by the Grantee upon written notice to the Grantor.

This TCE identified as **Parcel No. 38782-1** is for removing three (3) trees, relocating barrier gate, and relocating fence to complete driveway conform. Said easement shall be for a period of **fifty-seven (57)** months.

Permission is hereby granted the State or its authorized agent to enter upon Grantor's land where necessary within the TCE area shown on the map marked Exhibit "A" attached hereto and made a part hereof.

10. The State shall at no expense to Grantor and at the time of highway construction, conform the existing driveway. The existing driveway access will be realigned and will be conformed to the new highway at Post Mile 12.316 of Engineering Station (E.S.) 207+17.3. Upon completion of construction, the road approach will be considered as an encroachment under permit on the State highway and is to be maintained, repaired, and operated as such by Grantor, in accordance with and subject to the laws of the State of California and the rules and regulations of the Department of Transportation of said State.
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11. Permission is hereby granted the State or its authorized agent to enter on Grantor's land, where necessary, to conform an existing driveway as described in Clause 10 of this contract.

12. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.

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PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS
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Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

<input type="checkbox"/> SOLE PROPRIETOR / INDIVIDUAL <input type="checkbox"/> SINGLE MEMBER LLC <i>Disregarded Entity owned by an individual</i> <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST	CORPORATION (see instructions on page 2) <input type="checkbox"/> MEDICAL (e.g., dentistry, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (e.g., nonprofit) <input type="checkbox"/> ALL OTHERS
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Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

<ul style="list-style-type: none"> • For Individuals, enter SSN. • If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN. • Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN. • For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN). • For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN. • For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN. 	<p>Social Security Number (SSN) or Individual Tax Identification Number (ITIN)</p> <p>_____ - _____ - _____</p> <p>OR</p> <p>Federal Employer Identification Number (FEIN)</p> <p>_____ - _____ - _____</p>
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Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE DEPARTMENT OF TRANSPORTATION	UNIT/SECTION RIGHT OF WAY
MAILING ADDRESS 703 B STREET	FAX
CITY MARYSVILLE	STATE CA
ZIP CODE 95901	TELEPHONE (include area code) 530-649-7558
E-MAIL ADDRESS LYNEDA.LINCOLN@DOT.CA.GOV	

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - o For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.