



# RESOLUTION No. 24-579

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN NEVADA COUNTY AND THE CITY OF GRASS VALLEY TO TRANSFER \$1,500,000 IN RULE 20A CREDITS - DISTRICT III

WHEREAS, the Pacific Gas and Electric Company (PG&E) administers a Rule 20A program in Nevada County allowing for a portion of utility undergrounding costs to be paid for by the ratepayers; and

WHEREAS, City and County jurisdictions receive Rule 20A credit allocations annually; and

WHEREAS, Rule 20A credits may be transferred by a County to other City jurisdictions within the County; and

WHEREAS, on August 6, 2024, per Resolution 24-441, the Board approved the County's proposal for use of Rule 20A credits to underground utilities on Red Dog Road and to negotiate with City of Grass Valley to facilitate transferring Rule 20A work credits; and

WHEREAS, the City of Grass Valley submitted a letter dated September 24, 2024, requesting \$1,500,000 in Nevada County Rule 20A credits for their LaBarr Meadows Road undergrounding project; and

WHEREAS, the proposed project will serve the citizens of Grass Valley and citizens of the Nevada County unincorporated area; and

WHEREAS, the transfer of Rule 20A credits to the City of Grass Valley will provide a public benefit and will be in the best interest of the public; and

WHEREAS, staff is recommending that the Board approve a Memorandum of Understanding (MOU) between Nevada County and the City of Grass Valley allowing for the transfer of the requested Rule 20A credits; and

WHEREAS, The City of Grass Valley anticipates approving the MOU at their December 9, 2024, meeting.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves of the Memorandum of Understanding (MOU) between Nevada County and the City of Grass Valley requesting PG&E to transfer \$1,500,000 in Rule 20A Credits from Nevada County's Rule 20A credit allocation to the City of Grass Valley's Rule 20A credit allocation.
2. Authorizes the County Executive Officer to execute the attached Memorandum of Understanding (MOU) on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of November 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

By: 

  
Hardy Bullock, Chair

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into the 15th day of December 2024 (Effective Date), by and between the County of Nevada (COUNTY) and the City of Grass Valley (CITY). CITY and COUNTY are sometimes individually referred to herein as "Party," and collectively as "Parties."

### RECITALS

- A. Electric Utilities collect and allocate credits to communities to convert overhead electric facilities to underground electric facilities. These credits are commonly referred to as Rule 20A Credits. The amount of said funds allocated by Pacific Gas and Electric Company (PG&E) to COUNTY is hereafter referred to as the "COUNTY Allocation."
- B. CITY has identified a need for One Million Five Hundred Thousand Dollars (\$1,500,000) in additional RULE 20A Credits for the LaBarr Meadows Road undergrounding project per the City of Grass Valley Underground District No. 7.
- C. On December 9, 2024, the CITY Council authorized the CITY Manager to enter into this MOU with COUNTY to receive the transfer of Rule 20A Credits.
- D. On November 12, 2024, the COUNTY Board of Supervisors authorized the COUNTY County Executive Officer to enter into this agreement with CITY for the transfer of accrued COUNTY Allocation to CITY.
- E. It is for the public benefit and in the best interest of the public to transfer the Rule 20A credits from COUNTY to CITY.

### AGREEMENT

NOW, THEREFORE, the Parties hereto agree as follows:

1. **Assignment of Rights.** COUNTY agrees to assign, for use by CITY, its rights and interests in One Million Five Hundred Thousand Dollars (\$1,500,000) of the COUNTY Allocation to CITY, and CITY agrees to acquire, for mutual consideration, the COUNTY Allocation in accordance with the terms of this MOU. This MOU shall be subject to the approval of the Parties.
2. **Term.** This MOU shall become effective upon December 15, 2024 and shall remain in effect until CITY no longer requires any Rule 20A credit transfers from COUNTY under this MOU.
3. **Transfer and Assignment of County Allocation.** Within ten (10) business days of COUNTY's receipt of the fully executed agreement, COUNTY shall deliver a written request to PG&E, with a copy to CITY, making a formal request to transfer and assign \$1,500,000 of the COUNTY Allocation to and for the benefit of CITY. COUNTY shall cooperate in good faith with CITY to provide any additional

documentation or information that is reasonably requested by PG&E to complete the transfer. If PG&E is unable to complete the transfer, COUNTY shall incur no cost from CITY.

4. **Representations.** CITY acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of COUNTY Allocation for use in CITY projects. COUNTY has not made any representation or warranty to CITY with respect to same. The actual use of COUNTY Allocation by CITY shall be subject to the rules and procedures adopted by PG&E, the California Public Utilities Commission, and such other conditions or requirements as are set forth in the Public Utilities Code.
5. **Indemnification.** CITY shall indemnify, defend (with counsel reasonably acceptable to COUNTY), and hold harmless COUNTY, its elected officials, officers, employees, agents, contractors, and attorneys, from and against any and all demands, claims, actions, causes of action, damages, losses, liabilities, or expenses of any nature whatsoever, including those for reasonable attorney's fees, arising from the use of COUNTY Allocation in connection with the construction of any CITY project. CITY'S indemnification of COUNTY from such claims and demands arising from the use of COUNTY Allocation shall apply regardless of the merit or outcome of any such claim or suit, and regardless of whether the nature of such claim or suit is administrative, judicial, or legislative.
6. **Acknowledgement.** CITY acknowledges that it has read Section 5, pertaining to CITY'S indemnification of COUNTY, and fully understands its terms. CITY acknowledges, knows, and understands that it is signing the MOU freely and voluntarily.
7. **Termination for Breach.** In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this MOU on ten (10) business days' written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law.
8. **Notices.** All notices to be given pursuant to this MOU shall be delivered in person, by registered or certified U.S. mail (return receipt requested), or by commercial overnight delivery and shall be effective upon receipt. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice. All notices shall be sent and addressed to the representative of the Party that signs this MOU on behalf of the Party.
9. **Headings.** Headings used in this MOU are for reference purposes only and shall not be considered in construing this MOU.
10. **Authority to Enter MOU.** Each person executing this MOU on behalf of the Parties represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of COUNTY or CITY, and that this MOU is binding on COUNTY and CITY in accordance with its terms and conditions.

11. **Binding Effect.** This MOU shall inure to the benefit of and be binding upon the Parties hereto and their representative heirs, successors, and assigns.
12. **No Assignment.** No Party shall assign or transfer, by operation of law or otherwise, any or all its rights or obligations under this MOU without the prior written consent of the other Party and formal written modification.
13. **No Third-Party Beneficiaries.** Nothing contained in this MOU shall be construed to create any rights in third parties, and the Parties do not intend to create any such rights.
14. **Modification.** This MOU may be modified or amended only by a writing duly authorized and executed by COUNTY and CITY.
15. **Governing Law and Venue.** This MOU shall be governed and construed in accordance with the laws of the State of California, and any action brought relating to this MOU shall be adjudicated in a court of competent jurisdiction in the County of Nevada unless transferred by court order pursuant to Code of Civil Procedure section 394.
16. **Compliance with Applicable Law.** Each Party shall, at its own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, including federal, state, county, or municipal, whether now in force or hereinafter enacted.
17. **Waiver.** A waiver by either Party of any breach of any term, covenant, or conditions contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character, unless specifically stated in writing.
18. **No Party Deemed to be Draftsperson.** The terms of this MOU shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of the MOU or any other rule of construction which might otherwise apply.
19. **Severability.** If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
20. **Attorney's Fees.** In the event of any dispute or legal action arising under this MOU, the prevailing Party shall not be entitled to attorney's fees.
21. **Counterparts.** This MOU may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**22. Entire MOU.** This MOU contains the entire agreement between CITY and COUNTY relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. Any prior or other agreements or representations between CITY and COUNTY regarding those matters are null and void unless expressly set forth in this MOU. No oral understanding or agreement not incorporated in the MOU is binding on any of the Parties.

IN WITNESS WHEREOF, CITY and COUNTY have executed this Memorandum of Understanding effective on the date and year first herein above set forth.

CITY OF GRASS VALLEY  
125 East Main St.  
Grass Valley, CA 95945

COUNTY OF NEVADA  
950 Maidu Avenue  
Nevada City, CA 95959

By: \_\_\_\_\_  
Tim Kiser  
City Manager

By: \_\_\_\_\_  
Alison Lehman  
County Executive Officer

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

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

Attest:

By: \_\_\_\_\_  
Taylor Whittingslow  
City Clerk

By: \_\_\_\_\_  
Jeffery Thorsby  
Chief of Staff/Clerk of the Board

Approved as to form:

By: \_\_\_\_\_  
Legal Counsel to Grass Valley

By: \_\_\_\_\_  
Katharine L. Elliott  
COUNTY COUNSEL



**GRASS VALLEY**  
A PLACE TO LIVE AND THRIVE

**CITY OF GRASS VALLEY**  
**Public Works Department**

125 East Main Street  
Grass Valley, CA 95945  
530-274-4350

Engineering · Maintenance · Water and Wastewater · Parks and Recreation

September 24, 2024

Patrick Perkins, Principal Engineer  
Department of Public Works  
950 Maidu Avenue, Suite 170  
Nevada City, CA 95959

**Subject: Rule 20A Intra County Donation**

Dear Mr. Perkins:

As a follow up to your department's June 3, 2024 letter and our previous discussions regarding a potential Rule 20A Intra County Donation of County of Nevada work credits, the City of Grass Valley respectfully submits the following letter of request.

The City of Grass Valley has identified a promising electrical utility undergrounding project in the City area adjacent to South Auburn Street and La Barr Meadows Road, beginning near the intersection of McKnight Way and extending to the City limits, adjoining the Nevada County Operations Center at 12350 La Barr Meadows Road. The project meets Rule 20A program eligibility criteria in that it involves a street with a high volume of public traffic and is listed as a arterial roadway as defined in the Governor's Office of Planning and Research Guidelines.

We believe that the proposed undergrounding would have mutual benefits to the City and County through the hardening of electric facilities which ultimately serve the Operations Center, as well as facilitating civic improvements such as bike lanes or paths, intersection improvements, roadway widening and corridor safety along the recently annexed City portion of La Barr Meadows Road.

Project costs are estimated at \$3million. With a combination of the City's nearly \$1million in Rule 20A work credits and a donation of \$1.5million County of Nevada work credits, a fully funded project is within reach and the City would plan to identify remaining funding necessary to deliver the project. City Staff have been actively working with PG&E representatives to establish the La Barr Meadows Rd undergrounding as the City's "active" Rule 20A project.

The City of Grass Valley formally requests the County of Nevada to initiate proceeding to complete an Intra County donation of \$1.5million in PG&E work credits to the City, in support of the La Barr Meadows Road undergrounding project. We appreciate your consideration of this request. If you have any questions or require additional information, please do not hesitate to contact me at 530-274-4353 or [bjornj@cityofgrassvalley.com](mailto:bjornj@cityofgrassvalley.com)

Sincerely,

Bjorn P. Jones, PE  
City Engineer

**CITY OF GRASS VALLEY**







# RESOLUTION No. 24-580

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION DECLARING EXEMPT SURPLUS PROPERTY AND APPROVING THE SALE OF A PORTION OF COUNTY LANDS (THREE PARCELS) TO THE STATE OF CALIFORNIA FOR STATE HIGHWAY 49 IMPROVEMENTS, APPROVING THE ASSOCIATED RIGHT-OF-WAY CONTRACTS, AND GRANTING A TEMPORARY CONSTRUCTION EASEMENT, ALL ASSOCIATED WITH ASSESSOR'S PARCEL NUMBERS 022-160- 038, 022-331-039, & 022-331-040 – DISTRICT III

WHEREAS, the County of Nevada has received a request from the State of California Department of Transportation to purchase strips of land for Highway right-of-way purposes and a Temporary Construction Easement over three (3) parcels of County of Nevada owned lands known as APNs 022-160-038, 022-331-039, & 022-331-040; and

WHEREAS, the right-of-way area over APN 022-160-038 consists of approximately 54,826 sf (1.26 acres) as described in attached Grant Deed Document No. 38913-1 and shown in attached Right-of-Way Contract -State Highway Document No. 38913-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the right-of-way area over APN 022-160-038 is determined to be \$138,000 as shown in attached Appraisal for Parcel No. 38913-1 and the total purchase price of this strip of land is \$151,800 includes a \$13,800 Incentive Payment as described in the attached Right-of-Way Contract -State Highway Document No. 38913-1; and

WHEREAS, the right-of-way area over APN 022-331-039 consists of approximately 69,863 sf (1.60 acres) as described in attached Grant Deed Document No. 38913-1 and shown in attached Right-of-Way Contract -State Highway Document No. 38912-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the right-of-way area over APN 022-331-039 is determined to be \$179,000 as shown in attached Appraisal for Parcel No. 38912-1 and the total purchase price of this strip of land is \$196,900, which includes a \$17,900 Incentive Payment as described in the attached Right-of-Way Contract-State Highway Document No. 38912-1; and

WHEREAS, the right-of-way area over APN 022-331-040 consists of approximately 19,275 sf (0.44 acres) as described in attached Grant Deed Document No. 37666-1 and shown in attached Right-of-Way Contract -State Highway Document No. 37666-1 and Exhibit Map; and

WHEREAS, the Fair Market Value of the right-of-way area over APN 022-331-040 is determined to be \$51,100 as shown in attached Appraisal for Parcel No. 37666-1 and the total purchase price of this strip of land is \$56,200, which includes a \$5,100 Incentive Payment as described in the attached Right-of-Way Contract-State Highway Document No. 37666-1; and

WHEREAS, the Temporary Construction Easement over APN 022-331-039 consists of an easement area of approximately 33,377 sf (0.77 acres) located in the southwest portion of said parcel for construction purposes for a period of 57 months terminating in December 2029 as described and shown in attached Right-of-Way Contract -State Highway Document No. 38782-1 and Exhibit Map; and



WHEREAS, the Fair Market Value of the Temporary Construction Easement area over APN 022-331-039 is determined to be \$45,000 as shown in attached Appraisal for Parcel No. 38782-1 and the total purchase price of this Easement is \$49,500, which includes a \$4,500 Incentive Payment as described in the attached Right-of-Way Contract-State Highway Document No. 38782-1; and

WHEREAS, the total Fair Market Value of all three (3) strips of land and a Temporary Construction Easement is \$413,100 plus a total of Incentive Payments of \$41,300 for a total payment of \$454,400.00; and

WHEREAS, the Nevada County Surveyor has reviewed the proposed Grant Deeds and Temporary Construction Easement and finds that these documents are technically correct and ready for the Chairman's signature prior to recordation; and

WHEREAS, the right-of-way and easement shall be deeded to the State of California for the total sum of \$454,400; and

WHEREAS, the request has been circulated to the Nevada County Public Works Department and the Facilities Department and both have consented to the request; and

WHEREAS, the aforementioned properties have been determined to be exempt surplus County properties pursuant to Government Code 54221 (f)(1)(D).

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors has reviewed and considered this land sale and Easement for State Highway purposes and hereby finds and determines as follows:

1. The above recitals are true and correct.
2. The subject properties at Assessor's Parcels 022-160-038, 022-331-039, and 022-331-040 are declared exempt surplus properties.
3. Approves the sale of County of Nevada lands for State Highway purposes as described and shown in the attached Grant Deeds and Right-of-Way Contracts.
4. Approves the granting of a Temporary Construction Easement over a portion of County of Nevada lands for State Highway construction purposes as described and shown in the attached Temporary Construction Easement Deeds and Right-of-Way Contracts.
5. The strip of lands and Temporary Construction Easement shall be deeded to the State of California for the total sum of \$454,400.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors hereby:

1. Sells a portion of the existing County of Nevada Lands for State Highway purposes as described and shown in the attached Grant Deeds and Right-of-Way Contracts.
2. Grants a Temporary Construction Easement over a portion of County of Nevada lands for State Highway construction purposes as described and shown in the attached Temporary Construction Easement Deeds and Right-of-Way Contracts.
3. Authorizes the Chairman of the Board to sign the Contracts, Grant Deeds, Payee Data Records for APNs 022-160-038, 022-331-039, & 022-331-040 and a Temporary Construction Easement Contract and Payee Data Record for APN 022-331-039 on behalf of the County for the sale of the above-described strips of lands and easement.



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of November 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,  
Susan Hoek, and Hardy Bullock.  
Noes: None.  
Absent: None.  
Abstain: None.  
Recuse: None.

ATTEST:

TINE MATHIASSEN  
Chief Deputy Clerk of the Board of Supervisors

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



\_\_\_\_\_  
Hardy Bullock, Chair



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

APN 022-160-038

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.5	3H510 / 0318000009	SHOPP	P049(191)	County of Nevada, a political subdivision of the State of California	38913-1

\_\_\_\_\_, California

\_\_\_\_\_, 2024

COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE  
STATE OF CALIFORNIA\_\_\_\_\_  
Grantor**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

**Document No. 38913-1** in the form of a **GRANT DEED** to the **State of California**, covering the property particularly described in the above instrument, covering the property as delineated on the attached maps identified as Exhibits "A" and "B", have 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 **Document No. 38913-1** 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.
- (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:

- (A) Pay the undersigned Grantor the sum of **\$151,800.00 (\$138,000.00 in Fair Market Value Just Compensation plus a \$13,800.00 Incentive Payment as described in Clause 3 below)** for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through external escrow with
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ServiceLink Title Company, 3220 El Camino Real, Irvine, CA 92602, Escrow No. To be determined.

- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
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 \$13,800.00 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 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 Grant Deed, that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
  5. 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.
  6. It is agreed between the parties hereto that the State in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor and, as between the State and the Grantor, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the Grantor retain their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
  7. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;
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said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

8. 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.
  9. 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.
  10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 38913-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
  11. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property.
  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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13. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written

**AS VESTED**  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE**  
**OF CALIFORNIA**

\_\_\_\_\_  
HARDY BULLOCK                                DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_                                DATE  
LYNEDA LINCOLN  
Right of Way Agent  
Marysville

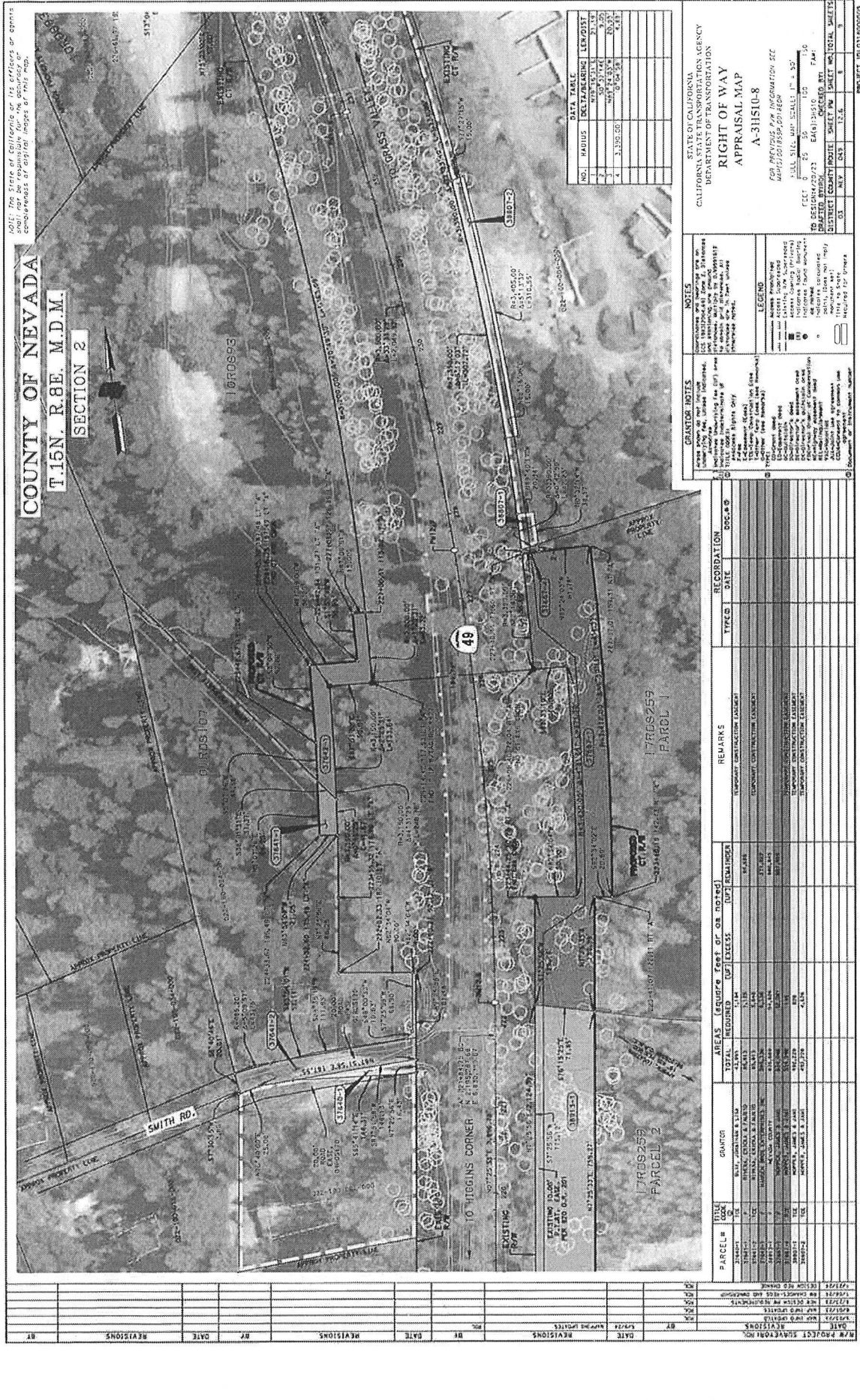
BY \_\_\_\_\_                                DATE  
JANEL D. WILSON  
Assistant Chief  
North Region Right of Way  
Marysville

BY \_\_\_\_\_                                DATE  
HARDEEP PANNU  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

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



Exhibit B



NOTE: THE FIELD OF VISIONS OF THE OFFICE OF APPLS AND FOR THE RESPONSIBILITY FOR THE ACCURACY OF COMPLETION OF CAPITAL IMAGES OF THIS MAP.

COUNTY OF NEVADA  
T.15N. R.8E. M.D.M.  
SECTION 2

NO.	DATE	BY	REVISIONS

DATE	BY	REVISIONS

DATE	BY	REVISIONS

PARCEL #	OWNER	TOTAL ACRES	REMARKS

RECORDATION	TYPED	DATE	DOC.#

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION  
RIGHT OF WAY  
APPRAISAL MAP  
A-3H51U-8  
FOR PREVIOUS P&I INFORMATION SEE  
A-3H51U-7  
SHEET NO. 10 OF 25  
DATE OF DESIGN 04/29/23  
DISTRICT COUNTY/ROUTE SHEET NO. SHEET TOTAL SHEETS  
03 002 024 124 8 PROJECT ID: 031000099

GRANTOR NOTES  
NOTES  
LEGEND

PROJECT ID: 031000099

**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

**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)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

**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.

- 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.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR

**Federal Employer Identification Number (FEIN)**

\_\_\_\_\_ - \_\_\_\_\_

**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

TELEPHONE (include area code)  
530-649-7558

CITY  
MARYSVILLE

STATE  
CA

ZIP CODE  
95901

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 (Form1099).

**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](mailto:wscs.gen@ftb.ca.gov)

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

Website: [www.ftb.ca.gov](http://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.

RECORDING REQUESTED BY  
DEPARTMENT OF TRANSPORTATION  
When Recorded Mail Deed & Applicable  
Tax Documents to:  
California Department of Transportation  
North Region Right of Way  
703 B Street, Marysville, California 95901  
Fee Exempt Gov. Agency  
R & T Code: 11922  
DOCUMENTARY TRANSFER TAX \$0  
Calif. Dept. of Transportation

Documentary Recording Fee  
Exempt Per G.C. 27383 \$0

Portion of APN: 022-160-038

Space above this line for Recorder's Use

## GRANT DEED

District	County	Route	Postmile	Number
03	NEV	049	12.5	38913-1

County of Nevada, a political subdivision of the State of California,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the unincorporated area known as Grass Valley, the County of Nevada, State of California, described as follows:

See Exhibit "A", attached.



EXHIBIT "A"  
Legal Description of Parcel 38913-1  
Page 1 of 2

A portion of that real property described in that Grant Deed recorded December 01, 2023, in Document No. 20230016921, also being a portion of that real property shown as Resultant Parcel 2 on that certain Record of Survey filed for record December 1, 2023, in Book 17 of Surveys, Page 259, Nevada County Official Records, lying Westerly of course (7) of the following described line:

COMMENCING at a point on the existing Westerly Right of Way line of State Route 49, marked by a Caltrans 6" x 6" concrete monument, said point marks the Westerly terminus of the course shown as "N 84°49'43" W 10.00' " on that certain Record of Survey filed for record April 4, 2005, in Book 13, Page 79, County of Nevada official records;

THENCE (1) South 85°14'39" East, 150.00 feet to the Easterly Right of Way line of State Route 49 to a point marked by a Caltrans 6" x 6" concrete monument, said point marks the Northerly terminus of the course shown as "N 05°08'47" E 643.38' " on said Record of Survey;

THENCE (2) South 04°35'56" West, 96.46 feet along said Existing Right of Way line;

THENCE (3) leaving said existing Right of Way Line, South 85°24'04" East, 41.26 feet;

THENCE (4) North 04°35'56" East, 251.67;

THENCE (5) North 07°25'33" East, 1,695.60 feet;

THENCE (6) North 66°30'00" East, 23.31;

THENCE (7) North 07°25'33" East, 1,865.52 feet;

THENCE (8) South 82°34'04" East, 20.60 feet to the beginning of a non-tangent curve, concave Westerly, having a radius of 3,472.00 feet, a radial to said point bears South 82°39'04" East;

THENCE (9) Northerly along said curve, an arc distance of 414.31 feet, through a central angle of 06°50'13";

THENCE (10) North 89°24'03" West, 81.78 feet to a point on said existing Easterly Right of Way line and the POINT OF TERMINUS, said point bears North 1°45'29" East, 136.67 feet from a Caltrans 6" x 6" concrete monument, said point marking the Westerly terminus of the course shown as "N 86°26'55" W 40.00' " on that certain Record of Survey filed for record December 1, 2023, in Book 17 of Surveys, Page 259, Nevada County Official Records.

EXHIBIT "A"  
Legal Description of Parcel 38913-1  
Page 2 of 2

The bearings and distances used in this description are on the California Coordinate System of 1983, Epoch 2004.69, Zone 2. Multiply distances by 0.99991612 to obtain grid distances.

This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.

Signature           *Hector Vega*            
                    Professional Land Surveyor

Date           9/17/2024          



Number
38913-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

*Vesting Ownership:*

County of Nevada, a political subdivision of the State of California

*Signature Block:*

Dated: \_\_\_\_\_

County of Nevada

\_\_\_\_\_  
Hardy Bullock

Chair of the Board of  
Supervisors

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact



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 6

022-331-039

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.3	3H510 / 0318000009	SHOPP	P049(191)	County of Nevada, a political subdivision of the State of California	38912-1

\_\_\_\_\_, California

\_\_\_\_\_, 2024

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

Grantor

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

**Document No. 38912-1** in the form of a **GRANT DEED** to the **State of California**, covering the property particularly described in the above instrument, covering the property as delineated on the attached map identified as Exhibit "A", 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 **Document No. 38912-1** 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.
  - (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:

- (A) Pay the undersigned Grantor the sum of **\$196,900.00 (\$179,000.00 in Fair Market Value Just Compensation plus a \$17,900.00 Incentive Payment as described in Clause 3 below)** for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through external escrow with
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ServiceLink Title Company, 3220 El Camino Real, Irvine, CA 92602, Escrow No. To be determined.

- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
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 \$17,900.00 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 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 Grant Deed, that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
  5. 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.
  6. It is agreed between the parties hereto that the State in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor and, as between the State and the Grantor, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the Grantor retain their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
  7. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;
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said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

8. 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.
9. 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.
10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 38912-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
11. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is a payment in full to compensate Grantor for the expense of performing the following work:
  - Metal Sign Relocation
  - Galvanized steel access gate relocation

The Grantor releases the State from any obligation to perform said work. Grantor will perform the metal sign and galvanized steel access gate relocation by **November 18, 2025**, and will inform the representative for the Right of Way Office in the California Department of Transportation that the work has been completed.

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12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property.
  
13. 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.

**This space intentionally left blank**

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14. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written

*AS VESTED*  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

\_\_\_\_\_  
HARDY BULLOCK DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_ DATE  
LYNEDA LINCOLN  
Right of Way Agent  
Marysville

BY \_\_\_\_\_ DATE  
JANEL D. WILSON  
Assistant Chief  
North Region Right of Way  
Marysville

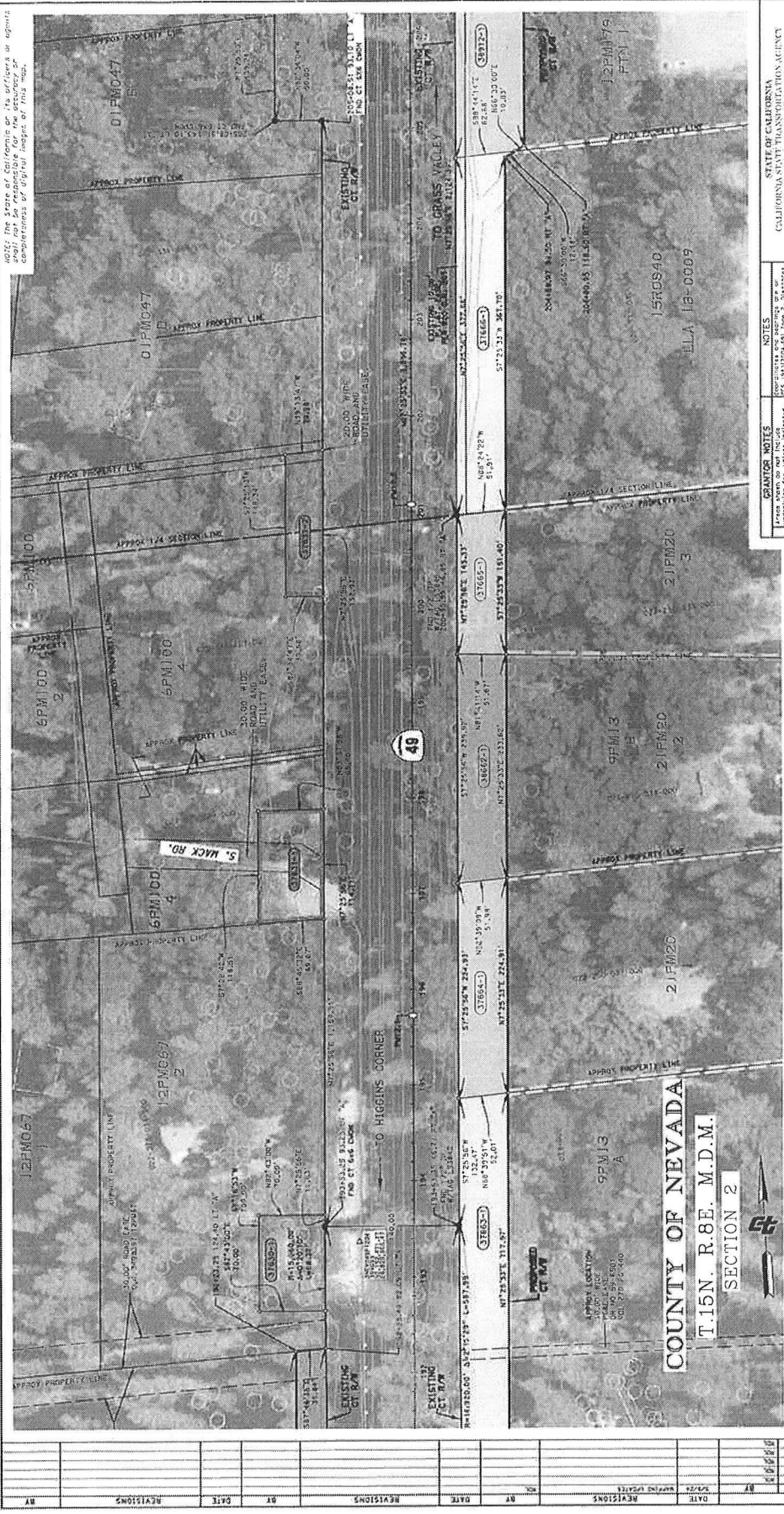
BY \_\_\_\_\_ DATE  
HARDEEP PANNU  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

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

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# Exhibit A

NOTE: The State of California or its officers or agents shall not be responsible for the accuracy or completeness of digital images of this map.



REVISIONS	DATE	BY	DESCRIPTION

REVISIONS	DATE	BY	DESCRIPTION

REVISIONS	DATE	BY	DESCRIPTION

REVISIONS	DATE	BY	DESCRIPTION

PARCEL NO.	CHARGE	TOTAL	REQUIRED	EXCESS	DEF	REMARKS

REVISIONS	DATE	BY	DESCRIPTION

REVISIONS	DATE	BY	DESCRIPTION

STATE OF CALIFORNIA  
 CALIFORNIA STATE LAND COMMISSION  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY**  
**APPRAISAL MAP**  
 A-3H510-6

FOR RECORDATION AND INFORMATION, SEE  
 MAPS 100/0100, 20/1000  
 FILE SIZE AND SCALE: 1" = 50'  
 EFFECTIVE DATE: 01/10/10  
 TO DESIGN/20/02/02 EALH/20/01/02  
 SUTTER COUNTY ROUTE 49  
 SHEET NO. TOTAL SHEETS  
 03 127 127

**GRANTOR'S NOTES:**  
 I, the undersigned, hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief.

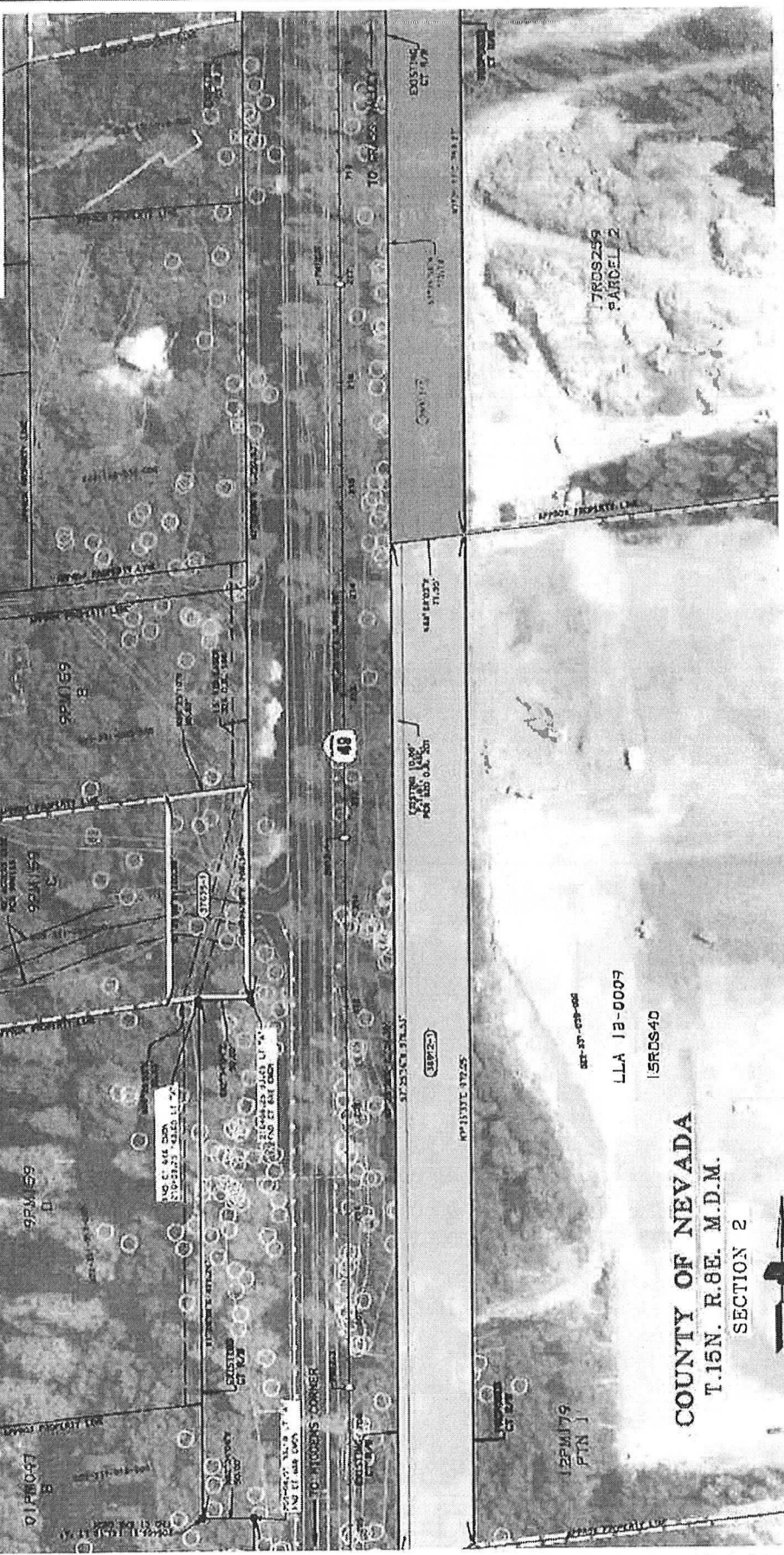
**NOTES:**  
 1. All measurements are in feet and inches, rounded to the nearest hundredth of an inch.  
 2. All bearings are true bearings, unless otherwise indicated.  
 3. All distances are in feet, unless otherwise indicated.  
 4. All areas are in square feet, unless otherwise indicated.  
 5. All corners are marked with iron pins, unless otherwise indicated.  
 6. All easements are shown with arrows and labels.  
 7. All utility lines are shown with dashed lines and labels.  
 8. All boundaries are shown with solid lines and labels.  
 9. All property lines are shown with dashed lines and labels.  
 10. All easement lines are shown with dashed lines and labels.

**LEGEND:**  
 - - - - - PROPERTY LINE  
 - - - - - EASEMENT LINE  
 - - - - - UTILITY LINE  
 - - - - - FENCE LINE  
 - - - - - RIGHT OF WAY LINE  
 - - - - - SURVEY LINE  
 - - - - - ADJACENT PROPERTY LINE  
 - - - - - SECTION LINE  
 - - - - - TOWNSHIP LINE  
 - - - - - RANGE LINE  
 - - - - - COUNTY LINE

**COUNTY OF NEVADA**  
**T.15N., R.8E., M.D.M.**  
**SECTION 2**

PROJECT: 0318000005

NOTE: The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.



STATE OF CALIFORNIA  
 CALIFORNIA STATE AGENCY  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY  
 APPRAISAL MAP**  
 A-3H510-7

FOR PROJECT A.A. 1700001000 - 412  
 MAP SHEET 150

NO. SHEET 25 OF 25  
 SHEET NO. 150  
 DISTRICT COUNTY ROUTE SHEET NO. SHEET NO. TOTAL SHEETS

**GRANTOR NOTES**

1. This map is prepared for the State of California Department of Transportation for the purpose of appraising the right of way for the proposed project.

2. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

3. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

4. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

5. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

6. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

7. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

8. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

9. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

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**NOTES**

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9. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

10. The State of California or its employees or agents shall not be responsible for the accuracy or completeness of this map.

**LEGEND**

1. Right of Way

2. Easement

3. Encroachment

4. Survey Line

5. Boundary Line

6. Easement Line

7. Encroachment Line

8. Survey Line

9. Boundary Line

10. Easement Line

PARCEL NO.	OWNER	AREAS (SQUARE FEET or as noted)		REMARKS	REGISTRATION	
		TOTAL	INCLUDED		TYPED	DATE
12PM179	PTN J					
7RS259						

NO.	DATE	REVISIONS
1		
2		
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10		

Print Form

Reset Form

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

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)
[ ] SOLE PROPRIETOR / INDIVIDUAL
[ ] SINGLE MEMBER LLC Disregarded Entity owned by an individual
[ ] PARTNERSHIP
[ ] ESTATE OR TRUST
CORPORATION (see instructions on page 2)
[ ] MEDICAL (e.g., dentistry, chiropractic, etc.)
[ ] LEGAL (e.g., attorney services)
[ ] EXEMPT (e.g., nonprofit)
[ ] ALL OTHERS

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.
• 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.
Social Security Number (SSN) or Individual Tax Identification Number (ITIN)
OR
Federal Employer Identification Number (FEIN)

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
TELEPHONE (include area code)
530-649-7558
CITY
MARYSVILLE
STATE
CA
ZIP CODE
95901
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](mailto:wscs.gen@ftb.ca.gov)

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

Website: [www.ftb.ca.gov](http://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.

RECORDING REQUESTED BY  
DEPARTMENT OF TRANSPORTATION  
When Recorded Mail Deed & Applicable  
Tax Documents to:  
California Department of Transportation  
North Region Right of Way  
703 B Street, Marysville, California 95901  
Fee Exempt Gov. Agency  
R & T Code: 11922  
DOCUMENTARY TRANSFER TAX \$0  
Calif. Dept. of Transportation

Documentary Recording Fee  
Exempt Per G.C. 27383 \$0

Portion of APN: 022-331-039

Space above this line for Recorder's Use

## GRANT DEED

District	County	Route	Postmile	Number
03	NEV	049	12.3	38912-1

County of Nevada, a political subdivision of the State of California,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the unincorporated area known as Grass Valley, the County of Nevada, State of California, described as follows:

See Exhibit "A", attached.

EXHIBIT "A"  
Legal Description of Parcel 38912-1  
Page 1 of 2

A portion of that real property described in that Grant Deed recorded August 30, 2011, in Document No. 20110020473, also being a portion of that real property shown as "Adjusted Parcel 2" in that Boundary Line Adjustment Deed recorded November 21, 2018 as Document No. 20180022915, all in County of Nevada Official Records, being a portion of Section 2, Township 15 North, Range 8 East, M.D.M., in the unincorporated area of the County of Nevada, State of California, lying Northwesterly and Westerly of courses (6) and (7) of the following described line:

COMMENCING at a point on the existing Westerly Right of Way line of State Route 49, marked by a Caltrans 6" x 6" concrete monument, said point marks the Westerly terminus of the course shown as "N 84°49'43" W 10.00' " on that certain Record of Survey filed for record April 4, 2005, in Book 13, Page 79, County of Nevada official records;

THENCE (1) South 85°14'39" East, 150.00 feet to the Easterly Right of Way line of State Route 49 to a point marked by a Caltrans 6" x 6" concrete monument, said point marks the Northerly terminus of the course shown as "N 05°08'47" E 643.38' " on said Record of Survey;

THENCE (2) South 04°35'56" West, 96.46 feet along said Existing Right of Way line;

THENCE (3) leaving said existing Right of Way Line, South 85°24'04" East, 41.26 feet;

THENCE (4) North 04°35'56" East, 251.67;

THENCE (5) North 07°25'33" East, 1,695.60 feet;

THENCE (6) North 66°30'00" East, 23.31;

THENCE (7) North 07°25'33" East, 1,865.52 feet;

THENCE (8) South 82°34'04" East, 20.60 feet to the beginning of a non-tangent curve, concave Westerly, having a radius of 3,472.00 feet, a radial to said point bears South 82°39'04" East;

THENCE (9) Northerly along said curve, an arc distance of 414.31 feet, through a central angle of 06°50'13";

THENCE (10) North 89°24'03" West, 81.78 feet to a point on said existing Easterly Right of Way line and the POINT OF TERMINUS, said point bears North 1°45'29" East, 136.67 feet from a Caltrans 6" x 6" concrete monument, said point marking the Westerly terminus of the course shown as "N 86°26'55" W 40.00' " on that certain Record of Survey filed for record December 1, 2023, in Book 17 of Surveys, Page 259, Nevada County Official Records.



EXHIBIT "A"  
Legal Description of Parcel 38912-1  
Page 2 of 2

The bearings and distances used in this description are on the California Coordinate System of 1983, Epoch 2004.69, Zone 2. Multiply distances by 0.99991612 to obtain grid distances.

This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.

Signature Hector Vega  
Professional Land Surveyor

Date 8/22/2024



Number
38912-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

*Vesting Ownership:*  
County of Nevada, a political subdivision of the State of California

*Signature Block:*  
Dated: \_\_\_\_\_

County of Nevada

\_\_\_\_\_  
Hardy Bullock  
Chair of the Board of  
Supervisors

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Director of Transportation

By \_\_\_\_\_  
Attorney in Fact

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

**22-331-089**

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.

- 
- (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.
-

- 
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.
-

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.

**This space intentionally left blank**

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13. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written

AS VESTED  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE  
OF CALIFORNIA**

\_\_\_\_\_  
HARDY BULLOCK                      DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
LYNEDA LINCOLN                      DATE  
Right of Way Agent  
Marysville

BY \_\_\_\_\_  
JANEL D. WILSON                      DATE  
Assistant Chief  
North Region Right of Way  
Marysville

BY \_\_\_\_\_  
HARDEEP PANNU                      DATE  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

---

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

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Print Form

Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

**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

**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)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC *Disregarded Entity owned by an individual*

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

**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.

- 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.

**Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

OR

**Federal Employer Identification Number (FEIN)**

\_\_\_\_\_ - \_\_\_\_\_

**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

TELEPHONE (include area code)  
530-649-7558

CITY  
MARYSVILLE

STATE  
CA

ZIP CODE  
95901

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

E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)  
Website: [www.ftb.ca.gov](http://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.

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.

APN 022-331-040

District	County	Route	P.M.	E.A. / Project ID.	Program	Fed. Ref.	Name	Parcel
03	NEV	49	12.0	3H510 / 0318000009	SHOPP	P049(191)	County of Nevada, a political subdivision of the State of California	37666-1

\_\_\_\_\_, California

\_\_\_\_\_, 2024

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

Grantors

**RIGHT OF WAY CONTRACT - STATE HIGHWAY**

**Document No. 37666-1** in the form of a **GRANT DEED** to the **State of California**, covering the property particularly described in the above instrument, covering the property as delineated on the attached map identified as Exhibit "A", 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 **Document No. 37666-1** 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.

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- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.
  - (D) The parties to this 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:

- (A) Pay the undersigned Grantor the sum of **\$56,200.00 (\$51,100.00 in Fair Market Value Just Compensation plus a \$5,100.00 Incentive Payment as described in Clause 3 below)** for the property or interest conveyed by above documents when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:
    - a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at close of escrow.
    - b. Covenants, conditions, restrictions and reservations of record, or contained in the above-referenced document.
    - c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
  - (B) Pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by the State, the premium charged therefore. Said escrow and recording charges shall not, however, include documentary transfer tax. This transaction will be handled through external escrow with
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ServiceLink Title Company, 3220 El Camino Real, Irvine, CA 92602, Escrow No. To be determined.

- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
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 \$5,100.00 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 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 Grant Deed, that **COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**, has the exclusive right to grant this right.
  5. 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.
  6. It is agreed between the parties hereto that the State in acquiring title subject to unpaid assessments, as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor and, as between the State and the Grantor, no contractual obligation has been made requiring their payment. Payment for the property acquired under this transaction is made upon the basis that the Grantor retain their obligation to the levying body respecting said assessments. The property acquired under this transaction is to be free and clear of any bonds and/or assessments at the close of escrow.
  7. Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder;
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said mortgagee(s) or beneficiary(ies) to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

8. 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.
  9. 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.
  10. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the **Parcel No. 37666-1** by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are paid to the Grantor. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
  11. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all damages which may accrue to the Grantor's remaining property by reason of its severance from the property conveyed herein and the construction of the proposed highway, including, but not limited to, any expense which may be entailed by the Grantor in restoring the utility of their remaining property.
  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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13. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written

AS VESTED  
**COUNTY OF NEVADA, A POLITICAL SUBDIVISION OF THE STATE  
OF CALIFORNIA**

\_\_\_\_\_  
HARDY BULLOCK                      DATE  
Chair of the Board of Supervisors

RECOMMENDED FOR APPROVAL:

ACCEPTED:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_ DATE  
LYNEDA LINCOLN                      DATE  
Right of Way Agent  
Marysville

BY \_\_\_\_\_ DATE  
JANEL D. WILSON                      DATE  
Assistant Chief  
North Region Right of Way  
Marysville

BY \_\_\_\_\_ DATE  
HARDEEP PANNU                      DATE  
Senior Right of Way Agent  
Acquisition & State Lands  
Marysville

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

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Print Form

Reset Form

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

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

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)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC Disregarded Entity owned by an individual

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

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.

- 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.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

OR

Federal Employer Identification Number (FEIN)

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 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

TELEPHONE (include area code)
530-649-7558

CITY
MARYSVILLE

STATE
CA

ZIP CODE
95901

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, nursing 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

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

RECORDING REQUESTED BY  
DEPARTMENT OF TRANSPORTATION  
When Recorded Mail Deed & Applicable  
Tax Documents to:  
California Department of Transportation  
North Region Right of Way  
703 B Street, Marysville, California 95901  
Fee Exempt Gov. Agency  
R & T Code: 11922  
DOCUMENTARY TRANSFER TAX \$0  
Calif. Dept. of Transportation

Documentary Recording Fee  
Exempt Per G.C. 27383 \$0

Portion of APN: 022-331-040

Space above this line for Recorder's Use

## GRANT DEED

District	County	Route	Postmile	Number
03	NEV	049	12.0	37666-1

County of Nevada, a political subdivision of the State of California,

hereinafter called GRANTOR, hereby grants to the State of California, Department of Transportation, hereinafter called STATE, all that real property in the unincorporated area known as Grass Valley, the County of Nevada, State of California, described as follows:

See Exhibit "A", attached.

EXHIBIT "A"  
Legal Description of Parcel 37666-1  
Page 1 of 2

A portion of that real property described in that Grant Deed recorded August 30, 2011, in Document No. 20110020473, also being a portion of that real property shown as "Adjusted Parcel 3" in that Boundary Line Adjustment Deed recorded November 21, 2018 as Document No. 20180022915, all in County of Nevada Official Records, being a portion of Section 2, Township 15 North, Range 8 East, M.D.M., in the unincorporated area of the County of Nevada, State of California, lying Westerly and Northwesterly of courses (5) and (6) of the following described line:

COMMENCING at a point on the existing Westerly Right of Way line of State Route 49, marked by a Caltrans 6" x 6" concrete monument, said point marks the Westerly terminus of the course shown as "N 84°49'43" W 10.00' " on that certain Record of Survey filed for record April 4, 2005, in Book 13, Page 79, County of Nevada official records;

THENCE (1) South 85°14'39" East, 150.00 feet to the Easterly Right of Way line of State Route 49 to a point marked by a Caltrans 6" x 6" concrete monument, said point marks the Northerly terminus of the course shown as "N 05°08'47" E 643.38' " on said Record of Survey;

THENCE (2) South 04°35'56" West, 96.46 feet along said Existing Right of Way line;

THENCE (3) leaving said existing Right of Way Line, South 85°24'04" East, 41.26 feet;

THENCE (4) North 04°35'56" East, 251.67;

THENCE (5) North 07°25'33" East, 1,695.60 feet;

THENCE (6) North 66°30'00" East, 23.31;

THENCE (7) North 07°25'33" East, 1,865.52 feet;

THENCE (8) South 82°34'04" East, 20.60 feet to the beginning of a non-tangent curve, concave Westerly, having a radius of 3,472.00 feet, a radial to said point bears South 82°39'04" East;

THENCE (9) Northerly along said curve, an arc distance of 414.31 feet, through a central angle of 06°50'13";

THENCE (10) North 89°24'03" West, 81.78 feet to a point on said existing Easterly Right of Way line and the POINT OF TERMINUS, said point bears North 1°45'29" East, 136.67 feet from a Caltrans 6" x 6" concrete monument, said point marking the Westerly terminus of the course shown as "N 86°26'55" W 40.00' " on that certain Record of Survey filed for record December 1, 2023, in Book 17 of Surveys, Page 259, Nevada County Official Records.

EXHIBIT "A"  
Legal Description of Parcel 37666-1  
Page 2 of 2

The bearings and distances used in this description are on the California Coordinate System of 1983, Epoch 2004.69, Zone 2. Multiply distances by 0.99991612 to obtain grid distances.

This real property description has been prepared by me,  
or under my direction, in conformance with the  
Professional Land Surveyors Act.

Signature *Hector Vega*  
Professional Land Surveyor

Date 8/22/2024



<b>Number</b>
37666-1

The GRANTOR further understands that the present intention of the STATE is to construct and maintain a public highway on the lands hereby conveyed and the GRANTOR, for itself and its successors and assigns, hereby waive any and all claims for damages to GRANTOR's remaining property contiguous to the property hereby conveyed by reason of the location, construction, landscaping or maintenance of the highway.

*Vesting Ownership:*

County of Nevada, a political subdivision of the State of California

*Signature Block:*

Dated: \_\_\_\_\_

County of Nevada

\_\_\_\_\_  
 Hardy Bullock  
 Chair of the Board of  
 Supervisors

This is to certify that the State of California, acting by and through the Department of Transportation (according to Section 27281 of the Government Code), accepts for public purposes the real property described in this deed and consents to its recordation.

Dated \_\_\_\_\_

By \_\_\_\_\_  
 Director of Transportation

By \_\_\_\_\_  
 Attorney in Fact