

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.

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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 **\$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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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 TRANSPORTATIONUNIT/SECTION
RIGHT OF WAYMAILING ADDRESS
703 B STREET

FAX

TELEPHONE (include area code)
530-649-7558CITY
MARYSVILLESTATE
CAZIP CODE
95901E-MAIL ADDRESS
LYNEDA.LINCOLN@DOT.CA.GOV

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

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

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

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

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

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.

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