



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

DATE: August 14, 2025

TO: Board of Commissioners

FROM: Jim Kruse, Chief Executive Officer

SUBJECT: Action Item 6: Consider Approving the sale of a portion of the land currently designated by the County as Stanislaus County Assessor's Parcel Number ("APN") 037- 039-025 located at 623 Leon Ave Modesto CA for street and sidewalk improvements.

PREPARED BY: Jim Kruse, Chief Executive Officer

RESOLUTION NO: 24-25-26

RECOMMENDATION:

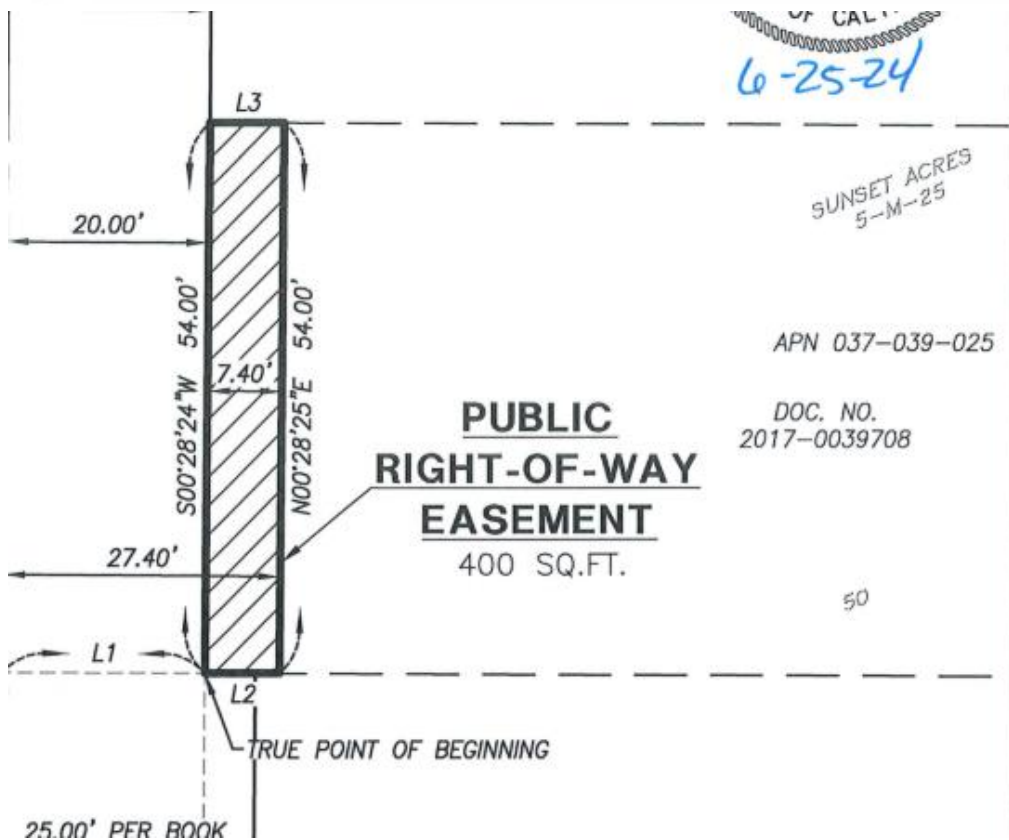
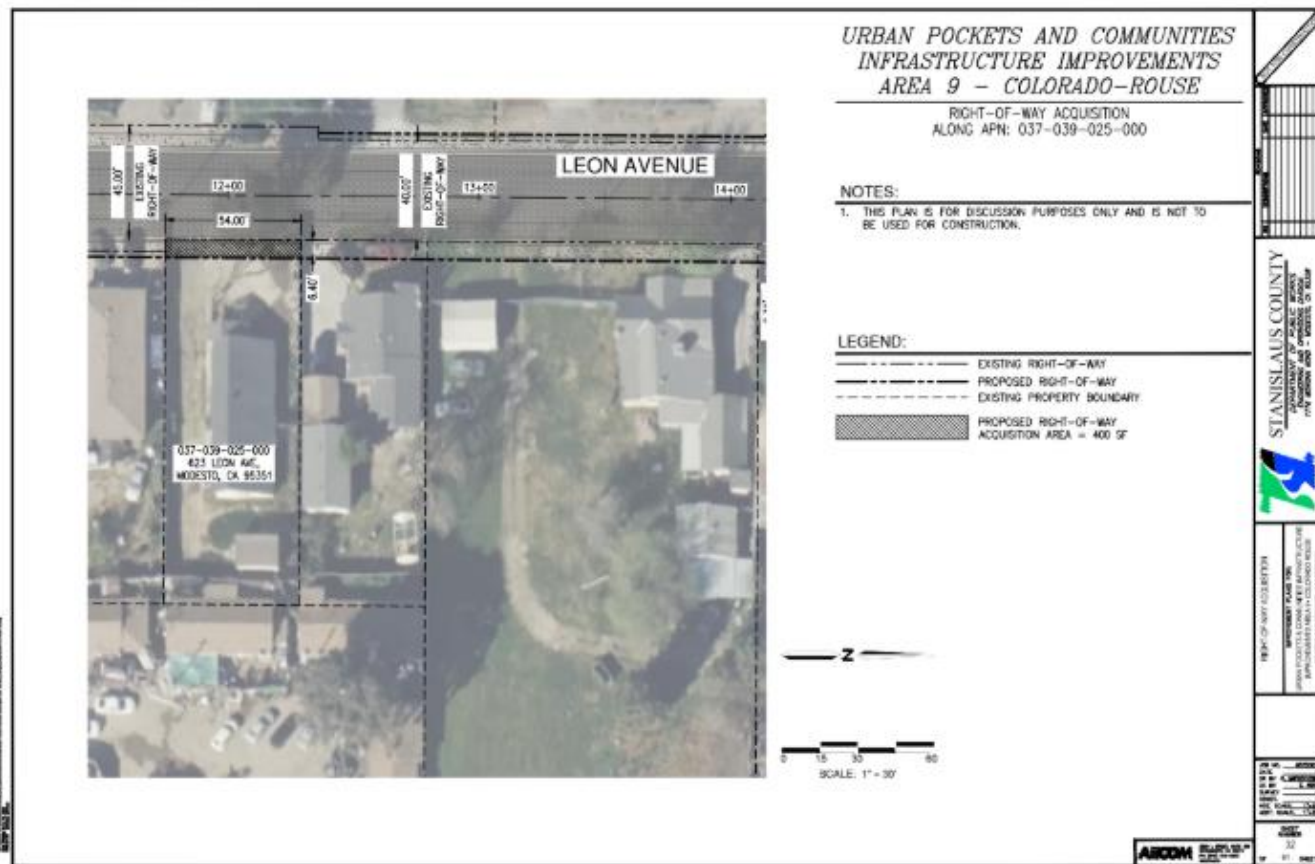
Staff recommends approving the sale of a portion of the land currently designated by the County as Stanislaus County Assessor's Parcel Number ("APN") 037- 039-025 located at 623 Leon Ave Modesto CA for street and sidewalk improvements.

SUMMARY:

The Housing Authority was contacted in October of 2024 by Stanislaus County Representatives to discuss the Housing Authority interest in selling the subject property. The Stanislaus County Department of Public Works ("County") is proposing to undertake a street improvement project which will include the design and construction of storm drain facilities (including curb and gutters), sidewalk improvements, domestic water facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction. In order to allow for construction of the Project, it will be necessary for the County to acquire a Road Easement along a portion of the property located at 623 Leon Ave., Modesto, CA 95351.

To ensure that the Housing Authority is offered fair market value for your property, a Waiver Valuation has been completed by Monument, Inc., a Right-of-Way to assess the value of the easement. The County hereby offers to purchase a 400 square foot Road Easement for public right-of-way for the fair market value of \$7,300.00.

The following exhibit highlights the current easement and expansion area.



FISCAL IMPACT:

The Housing Authority would receive \$7,300 in compensation for the property that will be posted to the Local account.

ATTACHMENT:

Resolution No. 24-25-26

Agreement for Acquisition of Property

Offer Package



Stanislaus Regional Housing Authority

ALPINE | AMADOR | CALAVERAS | INYO | MARIPOSA
MONO | STANISLAUS | TUOLUMNE COUNTIES

RESOLUTION NO. 24-25-26

**RESOLUTION APPROVING THE SALE OF A PORTION OF THE LAND CURRENTLY
DESIGNATED BY THE COUNTY AS STANISLAUS COUNTY ASSESSOR'S PARCEL NUMBER
("APN") 037- 039- 025 LOCATED AT 623 LEON AVE MODESTO CA FOR STREET AND SIDEWALK
IMPROVEMENTS.**

WHEREAS, the Housing Authority desires to transfer any liability and ownership of the subject property for the proposed County improvements, and

WHEREAS, Stanislaus County desires to acquire said property, and

WHEREAS, Stanislaus County is amenable to compensate the Housing Authority for the full appraised value of the property, and

WHEREAS, the legal description of the property is more fully described in the attached Agreement for Acquisition of Property of this Resolution, and

WHEREAS, the appraised fair market value of the property has been determined to be Seven Thousand Three Hundred Dollars (\$7,300)

NOW THEREFORE BE IT RESOLVED, that

1. The sale of the portion of the property identified as Stanislaus County Assessor's Parcel Number ("APN") 037- 039- 025 located at 623 Leon Ave Modesto CA to Stanislaus County as described in Agreement for Acquisition of Property of this resolution is approved, for the sale price amount of Seven Thousand Three Hundred Dollars (\$7,300), and
2. The Chief Executive Officer is authorized, after legal review, to execute, on behalf of the Authority, all documents related to the sale of this property, and
3. This resolution shall take effect immediately

DULY AND REGULARLY ADOPTED by the Board of Commissioners of Stanislaus Regional Housing Authority this 14th day of August 2025. On a motion by Commissioner _____, seconded by Commissioner _____, and on the following roll call vote:

AYES:

NAYS

ABSENT:

ABSTAIN:

Approved: _____
Chairperson

Attest: _____
Secretary

**Attachment
Agreement for Acquisition of Property**

Project: Area 9 – Colorado-Rouse
Infrastructure Project
Grantor(s): Housing Authority of the
County of Stanislaus
APN: 037-039-025

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property (“Agreement”) is between Stanislaus County, a political subdivision of the State of California (“County”) and Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation (“Grantor”). This Agreement is expressly subject to approval by the Stanislaus County Board of Supervisors.

Subject to the terms and conditions set forth in this Agreement, Grantor shall execute and deliver to County a Road Easement Deed covering a portion of the land currently designated by the County as Stanislaus County Assessor’s Parcel Number (“APN”) 037-039-025 (the “Land”).

The parties to this contract shall, pursuant to 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 Section 50.3.

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 contract.

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

1. PROPERTY.

Grantor(s) agrees to sell to County, and County agrees to purchase from Grantor(s), on the terms and conditions set forth in this Agreement, the real property interest described in Exhibit A and depicted in Exhibit B and attached hereto which are incorporated herein by this reference (the “Property”).

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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of the Property shall be executed and delivered by Grantor(s) to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Fidelity National Title Company, 8525 Madison Avenue, Suite 110, Phone No. 916-646-6018 Escrow No.: FSSE-0102400188 -AM.

3. PURCHASE PRICE AND TITLE.

The consideration to be paid by the County for the Property is the Purchase Price of **Seven Thousand Three Hundred Dollars (\$7,300.00)** as consideration in full for the real property interests being conveyed in the referenced Deed(s).

Without the use of an escrow, County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Should the transaction be facilitated by a title company, County shall deliver the Purchase Price at the close of escrow after the delivery and execution of all necessary transfer documents have occurred. Grantor(s) shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments, leases recorded and/or unrecorded, and easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

[] Title insurance is not required; or [X] Good, marketable and insurable title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

County shall pay all costs of any escrow, title insurance, and recording fees incurred in this transaction.

Grantor(s) agrees that if claims are submitted by lien-holders, the County is hereby authorized to honor such claims and deduct the amount of said claims from the amount to be paid to the property owner. The County will notify the Grantor(s) of any such claims prior to payment.

Grantor(s) acknowledges that the acquisition of the Property by the County is for a public purpose, and therefore, the Property is otherwise subject to taking by the power of eminent domain. Grantor(s) acknowledges that in lieu of condemnation, the Purchase Price to be paid herein shall constitute full and fair compensation and consideration for any and all claims that Grantor(s) may have against the County by reason of the acquisition,

improvement, possession, use and/or occupancy of the Property, including, any and all claims for attorney fees, pre-condemnation damages, or any other claims.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor(s) hereby agrees and consents to dismissal of said action. Grantor(s) waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

The parties to this contract shall, pursuant to 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 Section 50.3.

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 contract.

4. IMPROVEMENTS PURCHASED AND COST TO CURE.

Payment in Clause 3 includes, but is not limited to, payment in full for all the land, real property interests, improvements, damages, severance, benefits, loss, replacement and moving of any improvements, that are considered to be part of the realty and are being acquired by the County in this transaction as conveyed by the Deed.

Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor(s) for the expense of performing the following work: None.

If Grantor(s) fails to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantor(s) releases County from any liability and/or claims to compensation related to said removal.

5. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor(s) authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

6. PERMISSION TO ENTER.

Upon Grantor(s) signature of this Agreement, Grantor(s) hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow. Entry shall be only for environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

7. PERMISSION TO ENTER.

Upon Grantor(s) signature of this Agreement, Grantor(s) hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantor(s), should there be no escrow. Entry shall be only for environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed(s).

8. POSSESSION.

Grantor(s) agrees that after the County's acceptance of the Agreement and Deed(s) and, should escrow occur, the date payment is deposited by County into escrow shall constitute the date of possession in which the County may enter upon and take possession of the Property. Should the deed be recorded by the County, the date in which the check is mailed from the County to the Grantor(s) shall constitute the date of possession in which the County may enter upon and take possession of the Property.

9. LEASE INDEMNIFICATION.

Grantor(s) warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor(s) agrees to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor(s) for a period exceeding one month.

10. HAZARDOUS WASTE MATERIAL

The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor(s)'s ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor(s) taking title to the Property.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence

of hazardous substances which requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

11. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor(s).

12. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]**

Agreement for Purchase
Housing Authority of Stanislaus County
Page 6 of 6

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/10/25 as follows:

COUNTY OF STANISLAUS

GRANTOR(S)
Housing Authority of the County of
Stanislaus, a California non-profit, public
benefit, corporation

By: _____



David A. Leamon, Director
Department of Public Works



Name: JAMES EDWARD KRUSE
Title: CEO/Executive Director

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

Name:
Title:

By: _____



Donya Nunes
Deputy County Counsel

EXHIBIT "A"
PUBLIC RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION
APN 037-039-025

All that certain real property, being a portion of Lot 50 as shown on that certain map entitled "Sunset Acres" filed for record January 14, 1911 in Book 5 of Maps, at Page 25, Stanislaus County Records, situate in a portion of Section 5, Township 4 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, being a strip of land 7.40 feet wide, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 50;

thence along the West line of said Lot 50, North 00°28'24" East 160.00 feet;

thence parallel with the North line of said Lot 50, South 89°43'36" East 20.00 feet to a point on the East right-of-way line of Leon Avenue as described in Dedication Deed to Stanislaus County filed for record September 14, 1922 in Book 372 Official Records, at Page 299, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence continuing parallel with said North line, South 89°43'36" East 7.40 feet;


thence parallel with and 27.40 feet distant at right angles from said West line of 50, North 00°28'24" East 54.00 feet to a point 50.00 feet distant at right angles South from said North line of Lot 50;

thence parallel with said North line, North 89°43'36" West 7.40 feet to a point on said East right-of-way line;

thence along said East right-of-way line, parallel with and 20.00 feet distant at right angles from said West line of Lot 50, North 00°28'24" East 50.00 feet to the **POINT OF BEGINNING**.

Containing 400 square feet more or less.

SUBJECT TO all easements and/or rights-of-way of record.



Tanya Cissell, P.L.S. 9857



6-25-24

PROFESSIONAL LAND SURVEYOR
 TANYA CISELL
 No. 9857
 STATE OF CALIFORNIA
 6-25-24

SUNSET ACRES
 5-M-25

APN 037-039-025

DOC. NO.
 2017-0039708

50

**PUBLIC
 RIGHT-OF-WAY
 EASEMENT**
 400 SQ.FT.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°43'36"E	20.00'
L2	S89°43'36"E	7.40'
L3	N89°43'36"W	7.40'

40.00' PER BOOK 372
 OF OFFICIAL RECORDS,
 PAGE 299, S.C.R.

25.00' PER BOOK
 1991 OF OFFICIAL
 RECORDS, PAGE
 213, S.C.R.

25.00' PER BOOK
 1997 OF OFFICIAL
 RECORDS, PAGE
 537, S.C.R.

LEON AVENUE

L3

20.00'

S00°28'24"W 54.00'

7.40'

N00°28'25"E 54.00'

27.40'

L1

L2

TRUE POINT OF BEGINNING

N00°28'24"E 160.00'

POINT OF COMMENCEMENT
 SOUTHWEST CORNER OF
 LOT 50, 5-M-25, S.C.R.

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NorthStar
 Engineering Group, Inc.
 • CIVIL ENGINEERING • SURVEYING • PLANNING •
 620 12th Street Modesto, CA 95354
 (209) 524-3525 Phone (209) 524-3526 Fax

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
 BEING A PORTION OF THE LOT 50 OF "SUNSET ACRES" BOOK 5
 OF MAPS, PAGE 25, S.C.R. LYING IN SECTION 5, TOWNSHIP 4
 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN
STANISLAUS COUNTY CALIFORNIA

JOB: J22-3184
 DATE: 6/7/2024
 SCALE: 1"=20'
 DRAWN: TC
 CHK'D: TC
 SHEET 1 OF 1

DWG NAME: K:\J22-3184_AECOM - Stanislaus Co. Urban Pocket 9, 40, 44\DWG\Maping\Arno 037-039-025 Housing Authority.dwg; 06/25/24 07:26



DEPARTMENT OF PUBLIC WORKS

David A. Leamon, PE, MPA
PUBLIC WORKS DIRECTOR
ROAD COMMISSIONER

Sambath Chrun, PE
DEPUTY DIRECTOR - ENGINEERING

Chad Johnson, LS
COUNTY SURVEYOR

Tracie Madison
ASSISTANT DIRECTOR - OPERATIONS

Andrew Malizia, PE
DEPUTY DIRECTOR - DEVELOPMENT
SERVICES & TRAFFIC

Janelle Kostlivy
SENIOR BUSINESS MANAGER

October 31, 2024

Housing Authority of the County of Stanislaus
1701 Robertson Rd.
Modesto, CA 95351

Subject: Offer Package
County of Stanislaus
Area 9 - Colorado-Rouse Infrastructure Project
APN# 037-039-025

Dear Property Owner:

The Stanislaus County Department of Public Works ("County") is proposing to undertake the above-referenced Project which will include the design and construction of storm drain facilities (including curb and gutters), sidewalk improvements, domestic water facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction. In order to allow for construction of the Project, it will be necessary for the County to acquire a Road Easement along a portion of your property located at 623 Leon Ave., Modesto, CA 95351.

To ensure that you are offered fair market value for your property, a Waiver Valuation has been completed by Monument, Inc., a Right-of-Way to assess the value of the easement. The County hereby offers to purchase a 400 square foot Road Easement for public right-of-way as detailed in the enclosed offer package, for the fair market value of **\$7,300.00** and impacted improvements, if any, are described in the enclosed Waiver Valuation.

The enclosed offer package contains the following documents for your review:

1. Receipt of Offer
2. Agreement for Acquisition of Property
3. Road Easement Deed
4. Waiver Valuation
5. Preliminary Title Report
6. Pamphlet "Your Property Your Transportation Project"
7. Title VI brochure
8. W-9 Tax Form

If you agree with the terms of this offer, please sign and return the following documents:

1. Agreement for Acquisition of Property (2 copies)
2. Road Easement Deed (1 copy) *Notary Required*
3. W-9 Tax Form (to allow County to issue payment)

An acquisition agent has been assigned to you and is available to discuss this offer, answer any questions you may have, and coordinate the signing and delivery of the required documents. Please contact your agent, Ryan Humphrey of Monument Inc. via telephone at (949) 648-3925, or via email at rhumphrey@monumentrow.com. We sincerely appreciate your cooperation and your support of this very important project for the County of Stanislaus.

Sincerely,



Chris Brady, P.E.
Project Manager
Stanislaus County Public Works
bradyc@stancounty.com

Cc: Benjamin Neighbors
Project Manager
Monument
bneighbors@monumentrow.com



DEPARTMENT OF PUBLIC WORKS

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SERVICES & TRAFFIC

Janelle Kostlivy
SENIOR BUSINESS MANAGER

RECEIPT OF OFFER PACKAGE

County of Stanislaus – Area 9, Colorado-Rouse Infrastructure Project

Property Owner: Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

Property Address: 623 Leon Ave., Modesto, California

APN: 037-039-025

This is to acknowledge receipt of the offer package containing the following items:

1. Offer Letter
2. Agreement for Acquisition of Property
3. Road Easement Deed
4. Waiver Valuation
5. Preliminary Title Report
6. Pamphlet “Your Property Your Transportation Project”
7. Title VI brochure
8. W-9 Tax Form

Acknowledgment of Receipt does not constitute acceptance of the offer to purchase.

This is to acknowledge receipt of the offer package covering the real property described above. Upon receipt, please sign below and return to Ryan Humphrey via email:
rhumphrey@monumentrow.com

Name of Recipient (please print)

Signature of Recipient

Date

(____)_____
Phone

(____)_____
Cell

E-mail

Project: Area 9 – Colorado-Rouse
Infrastructure Project
Grantor(s): Housing Authority of the
County of Stanislaus
APN: 037-039-025

AGREEMENT FOR ACQUISITION OF PROPERTY

This Agreement for Acquisition of Property (“Agreement”) is between Stanislaus County, a political subdivision of the State of California (“County”) and Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation (“Grantor”). This Agreement is expressly subject to approval by the Stanislaus County Board of Supervisors.

Subject to the terms and conditions set forth in this Agreement, Grantor shall execute and deliver to County a Road Easement Deed covering a portion of the land currently designated by the County as Stanislaus County Assessor’s Parcel Number (“APN”) 037-039-025 (the “Land”).

The parties to this contract shall, pursuant to 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 Section 50.3.

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 contract.

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

1. PROPERTY.

Grantor(s) agrees to sell to County, and County agrees to purchase from Grantor(s), on the terms and conditions set forth in this Agreement, the real property interest described in Exhibit A and depicted in Exhibit B and attached hereto which are incorporated herein by this reference (the “Property”).

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 County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

2. DELIVERY OF DOCUMENTS/ESCROW.

All documents necessary for the transfer of the Property shall be executed and delivered by Grantor(s) to the County's designated Acquisition Agent.

This transaction shall be handled through an escrow with Fidelity National Title Company, 8525 Madison Avenue, Suite 110, Phone No. 916-646-6018 Escrow No.: FSSE-0102400188 -AM.

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The consideration to be paid by the County for the Property is the Purchase Price of **Seven Thousand Three Hundred Dollars (\$7,300.00)** as consideration in full for the real property interests being conveyed in the referenced Deed(s).

Without the use of an escrow, County shall deliver the Purchase Price no later than 45 days after Board of Supervisors approval and after delivery and execution of all necessary transfer documents. Should the transaction be facilitated by a title company, County shall deliver the Purchase Price at the close of escrow after the delivery and execution of all necessary transfer documents have occurred. Grantor(s) shall convey good, marketable and insurable title to the Property free and clear of all liens, encumbrances, taxes, assessments, leases recorded and/or unrecorded, and easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

[] Title insurance is not required; or [X] Good, marketable and insurable title to the Property shall be evidenced by a CLTA owner's policy of title insurance ("Title Policy"). The Title Policy shall be in the amount of the Purchase Price, showing title to the Property vested in County. It shall be a condition precedent to County's obligations under this Agreement that escrow holder is able to issue the Title Policy to County.

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improvement, possession, use and/or occupancy of the Property, including, any and all claims for attorney fees, pre-condemnation damages, or any other claims.

If any eminent domain action that includes the Property, or any portion thereof, has been filed by the County, Grantor(s) hereby agrees and consents to dismissal of said action. Grantor(s) waives any and all claims to any money that may have been deposited with the State Treasurer in such action and further waives any and all claims for damages, costs, or litigation expenses, including attorney's fees, arising by virtue of the abandonment of the action pursuant to Section 1268.510 of the California Code of Civil Procedure.

The parties to this contract shall, pursuant to 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 Section 50.3.

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 contract.

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Also, included in the amount payable under Clause 3 is payment in full to compensate Grantor(s) for the expense of performing the following work: None.

If Grantor(s) fails to complete the work described above within said timeframe, County reserves the right to remove any improvements within the area described above and Grantor(s) releases County from any liability and/or claims to compensation related to said removal.

5. PRORATION OF TAXES.

- (a) Taxes shall be prorated in accordance with California Revenue and Taxation Code section 5086 et seq., as of the recordation of the Deed conveying title to County, except that where County has taken possession of the Property, taxes shall be prorated as of the date of possession.
- (b) Grantor(s) authorizes County to deduct from the purchase price any amount necessary to satisfy any delinquent taxes, together with penalties and interest thereon, and any delinquent or non-delinquent assessments or bonds, which are to be cleared from the title to the Property.

6. PERMISSION TO ENTER.

Upon Grantor(s) signature of this Agreement, Grantor(s) hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow. Entry shall be only for environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed.

7. PERMISSION TO ENTER.

Upon Grantor(s) signature of this Agreement, Grantor(s) hereby grants to the County, its agents and contractors, permission to enter upon the subject lands prior to the close of escrow or payment to Grantor(s), should there be no escrow. Entry shall be only for environmental purposes, subject to all applicable terms and conditions contained in this Agreement and the associated Deed(s).

8. POSSESSION.

Grantor(s) agrees that after the County's acceptance of the Agreement and Deed(s) and, should escrow occur, the date payment is deposited by County into escrow shall constitute the date of possession in which the County may enter upon and take possession of the Property. Should the deed be recorded by the County, the date in which the check is mailed from the County to the Grantor(s) shall constitute the date of possession in which the County may enter upon and take possession of the Property.

9. LEASE INDEMNIFICATION.

Grantor(s) warrants there are no oral or written leases on all or any portion of the herein referenced real property exceeding a period of one month, or if there are such leases, Grantor(s) agrees to hold the County harmless and reimburse County for any and all of its losses and expenses occasioned by reason of any lease of said property held by tenant of Grantor(s) for a period exceeding one month.

10. HAZARDOUS WASTE MATERIAL

The Grantor(s) hereby represent(s) and warrant(s) that during the period of Grantor(s)'s ownership of the Property, there have been no disposals or releases of hazardous substances on, from, or under the Property. Grantor(s) further represent(s) and warrant(s) that Grantor(s) has no knowledge of any disposal or release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor(s) taking title to the Property.

The Purchase Price of the Property reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence

of hazardous substances which requires mitigation under Federal or State law, the County reserves the right to recover its clean-up costs from those who caused or contributed to the contamination, or who may be otherwise deemed responsible parties.

11. ENTIRE AGREEMENT.

This Agreement and the attached Exhibits constitute the entire agreement between the parties relating to the sale of the Property including but not limited to the transfer of permanent and temporary real property interests described herein above. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the County and Grantor(s).

12. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK,
SIGNATURE PAGE FOLLOWS]**

Agreement for Purchase
Housing Authority of Stanislaus County
Page 6 of 6

IN WITNESS WHEREOF, the parties have executed this Agreement on _____ as follows:

COUNTY OF STANISLAUS

GRANTOR(S)

Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

By: _____
Mani Grewal
Chairman of the Board of Supervisors

By: _____

Name: _____

Its: _____

ATTEST:
Elizabeth A. King
Clerk of the Board of Supervisors of the
County of Stanislaus, State of California

By: _____
Deputy Clerk

APPROVED AS TO CONTENT:
Department of Public Works

By: _____
David A. Leamon, Director

EXHIBIT "A"
PUBLIC RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION
APN 037-039-025

All that certain real property, being a portion of Lot 50 as shown on that certain map entitled "Sunset Acres" filed for record January 14, 1911 in Book 5 of Maps, at Page 25, Stanislaus County Records, situate in a portion of Section 5, Township 4 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, being a strip of land 7.40 feet wide, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 50;

thence along the West line of said Lot 50, North 00°28'24" East 160.00 feet;

thence parallel with the North line of said Lot 50, South 89°43'36" East 20.00 feet to a point on the East right-of-way line of Leon Avenue as described in Dedication Deed to Stanislaus County filed for record September 14, 1922 in Book 372 Official Records, at Page 299, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence continuing parallel with said North line, South 89°43'36" East 7.40 feet;

thence parallel with and 27.40 feet distant at right angles from said West line of 50, North 00°28'24" East 54.00 feet to a point 50.00 feet distant at right angles South from said North line of Lot 50;

thence parallel with said North line, North 89°43'36" West 7.40 feet to a point on said East right-of-way line;

thence along said East right-of-way line, parallel with and 20.00 feet distant at right angles from said West line of Lot 50, North 00°28'24" East 50.00 feet to the **POINT OF BEGINNING**.

Containing 400 square feet more or less.

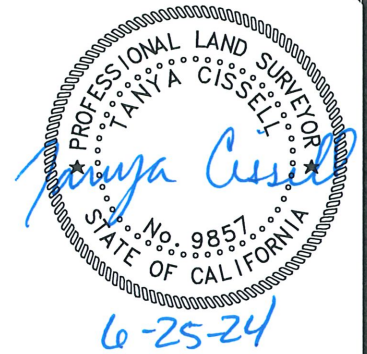
SUBJECT TO all easements and/or rights-of-way of record.



Tanya Cissell, P.L.S. 9857



6-25-24



SUNSET ACRES
5-M-25

APN 037-039-025

DOC. NO.
2017-0039708

50

40.00' PER BOOK 372
OF OFFICIAL RECORDS,
PAGE 299, S.C.R.

25.00' PER BOOK
1991 OF OFFICIAL
RECORDS, PAGE
213, S.C.R.

LEON AVENUE

20.00'

54.00'

L3

7.40'

54.00'

N00°28'25"E

27.40'

L1

L2

TRUE POINT OF BEGINNING

25.00' PER BOOK
1997 OF OFFICIAL
RECORDS, PAGE
537, S.C.R.

N00°28'24"E 160.00'

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
LOT 50, 5-M-25, S.C.R.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°43'36"E	20.00'
L2	S89°43'36"E	7.40'
L3	N89°43'36"W	7.40'

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EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE LOT 50 OF "SUNSET ACRES" BOOK 5
OF MAPS, PAGE 25, S.C.R. LYING IN SECTION 5, TOWNSHIP 4
SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN

STANISLAUS COUNTY

CALIFORNIA

JOB: J22-3184
DATE: 6/7/2024
SCALE: 1"=20'
DRAWN: TC
CHK'D: TC
SHEET 1 OF 1

NO FEE (GC 6103)
RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

When Recorded Mail To:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1716 MORGAN ROAD
MODESTO, CA 95358

Road Name: Leon Avenue

APN: 037-039-025

ROAD EASEMENT DEED

Exemptions:

No fee pursuant to Government Code 6103;
No Documentary Transfer Tax per R&T Code 11922;
No Recording fee per Government Code 27383(D)

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0.00.

() computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at the time of sale

() Unincorporated area : () City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, an easement for the construction, improvement, use, operation, repair, replacement, rehabilitation, and maintenance of public right of way and associated uses on, over, across, and under all that real property in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A" AND "B"

Undersigned : Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

BY: _____
(Sign)

_____, _____
(Print name) (Title)

Dated: _____

BY: _____
(Sign)

_____, _____
(Print Name) (Title)

Dated: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated _____, From

Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

*to the County of Stanislaus, a political subdivision of the State of California, is **hereby accepted** by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.*

David A. Leamon PE, Director of Public Works
Stanislaus County, State of California

By _____ Dated: _____

EXHIBIT "A"
PUBLIC RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION
APN 037-039-025

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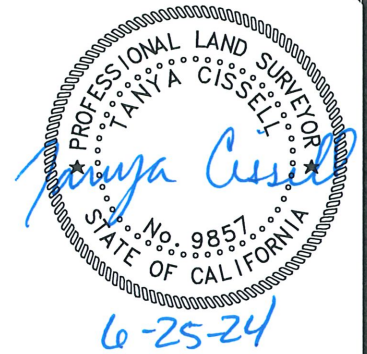
SUBJECT TO all easements and/or rights-of-way of record.



Tanya Cissell, P.L.S. 9857



6-25-24



SUNSET ACRES
5-M-25

APN 037-039-025

DOC. NO.
2017-0039708

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 **NorthStar**
Engineering Group, Inc.
• CIVIL ENGINEERING • SURVEYING • PLANNING •
620 12th Street Modesto, CA 95354
(209) 524-3525 Phone (209) 524-3526 Fax

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE LOT 50 OF "SUNSET ACRES" BOOK 5
OF MAPS, PAGE 25, S.C.R. LYING IN SECTION 5, TOWNSHIP 4
SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN

STANISLAUS COUNTY

CALIFORNIA

JOB: J22-3184
DATE: 6/7/2024
SCALE: 1"=20'
DRAWN: TC
CHK'D: TC
SHEET
1
OF 1

**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.

WAIVER VALUATION

APN: 037-039-025

Date: May 20, 2024

Owner: Housing Authority of Stanislaus County

Property Address: 623 Leon Avenue, Modesto, CA 95351

Zoning: Residential (R2) Present Use: Residential Best Use: Current Use

Possible Hazardous Waste including underground tanks: _____ Yes x No

Date of Previous Sale: 06/02/2017

Recording Number: 2017-0039708

Total Prop Area: _____ X Part _____ (Includes access rights) _____ Yes x No

Total Lot Size: 0.17 acres / 7,405 Sq. Ft Land Area Affected (SF): 400 Sq. Ft. - Easement

Interest Valued: Permanent Easement

Waiver Valuation Total:	\$7,300.00
--------------------------------	-------------------

PARCEL DESCRIPTION:

The subject parcel is identified as APN 037-029-025. It is a rectangular shaped parcel totaling 7,405 square feet/0.17 acres. The property is situated in the City of Modesto, in the County of Stanislaus, and located on Leon Avenue between South Avenue and Rouse Avenue. The parcel is zoned Residential (R2) and is improved with a Single-Family Residence, approximately 1,320 SF.

ANALYSIS FINDING:

The Stanislaus County Department of Public Works ("County") is proposing to undertake the Colorado-Rouse Infrastructure Project which will include the design and construction of storm drain facilities (including curb and gutters), sidewalk improvements, domestic water facilities, sanitary sewer facilities, roadside signs, and roadway reconstruction. As a result of this project, it will be necessary for the County to acquire an easement for Public Right-of-Way located along the frontage of the property located at 623 Leon Avenue, Modesto, CA 95351.



Using the Comparable Sales appraisal method, recent sales of comparable residential land were compiled. Four comparable properties were identified and analyzed. These sales range chronologically from March 2021 to March 2023 and site sizes range from 8,002 square feet to 10,433 square feet. The sale prices per square foot range from \$11.50 to \$18.69. After review of each comparable land sale, it is opined that the fair market bare land value of the subject parcel, as of the date of this analysis, is \$16.00 per square foot.

IMPROVEMENTS WITHIN THE ACQUISITION AREAS:

Application of Marshall & Swift cost index was used in the value calculation for the improvements within the acquisition area.

34 linear feet of wood fence (6' in height)

COST CALCULATION DETAILS/ASSUMPTIONS:

The indicated comparable land value of \$16.00 per Sq. Ft. is utilized as the basis for the valuation of the proposed acquisitions.

400 Sq. Ft. of the proposed acquisition area shall be valued at 100% of full fee value.

Additionally, the acquisition area is improved with two mailboxes. It is assumed that the mailboxes will be relocated.

CALCULATION:

Permanent Easement (400 Sq. Ft. X \$16.00/Sq Ft.)	\$6,400.00
---	-------------------

Improvements within the acquisition area:

34 linear feet of wood fence (6' in height) x \$25/Linear Ft.	\$850.00
---	-----------------

Total: \$7,250.00
Rounded: \$7,300.00



DAMAGES AND BENEFITS:

There are no severance damages accruing to the remainder as a result of the proposed acquisition, nor any quantified benefits added as a result of the proposed project.

CONSTRUCTION CONTRACT WORK:

There is no construction/contract work to be performed.

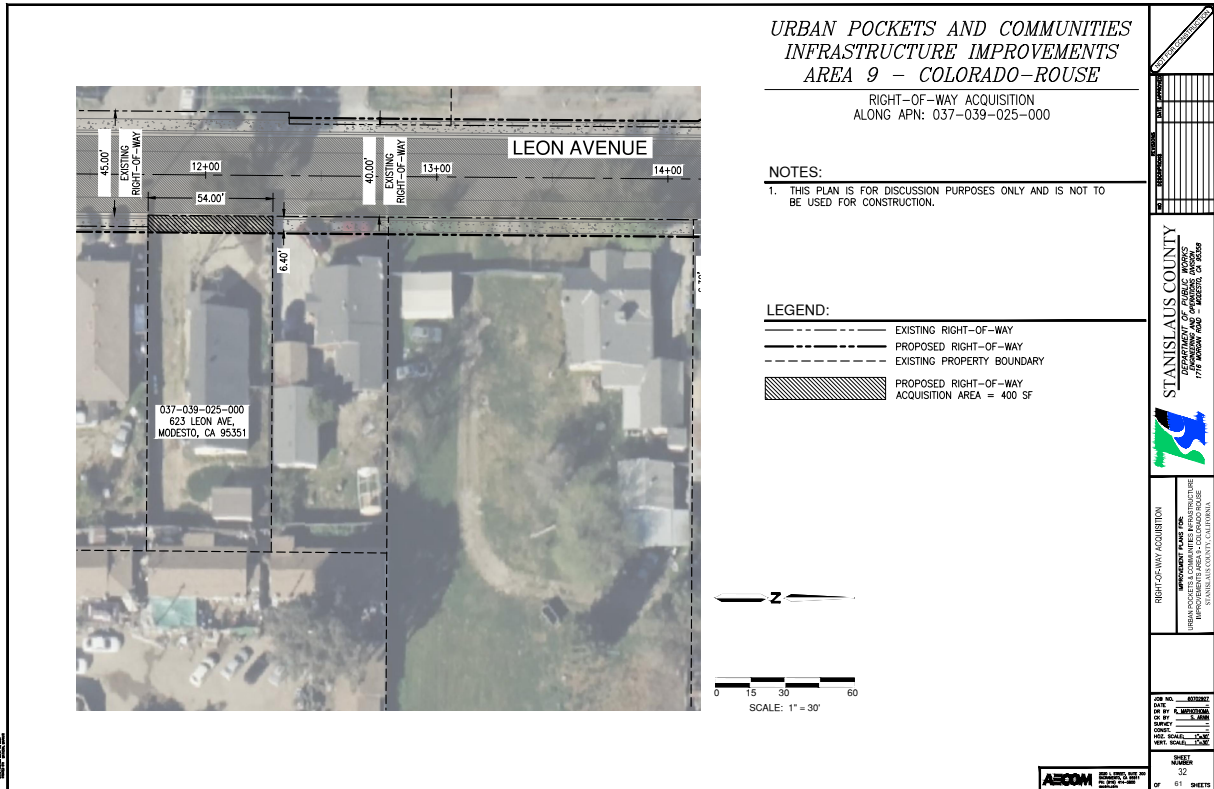
Inspected Date: 05/07/24

By: _____


Jeremy Nied, Real Estate Agent



ROW Exhibit Map Permanent Easement





LEGAL DESCRIPTION

EXHIBIT "A"
PUBLIC RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION
APN 037-039-025

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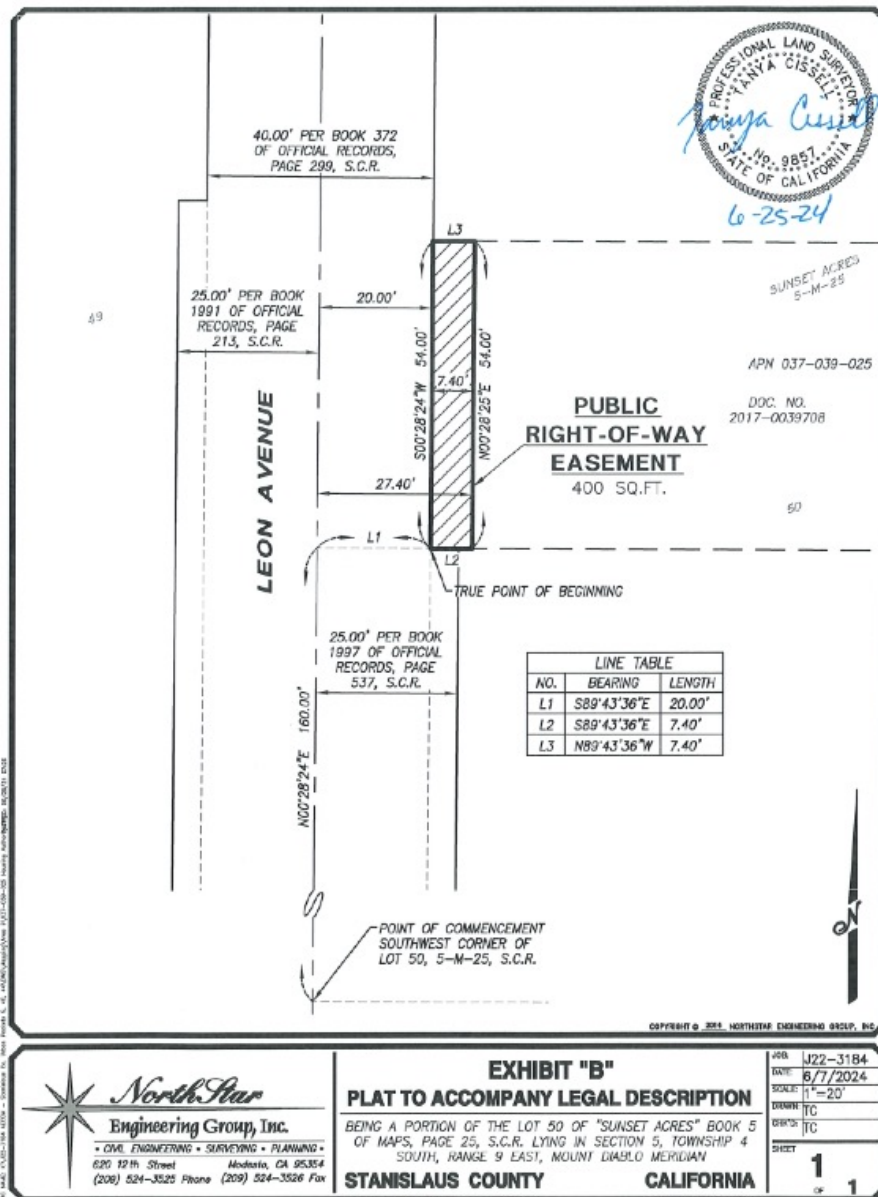
SUBJECT TO all easements and/or rights-of-way of record.


Tanya Cissell, P.L.S. 9857





PLAT MAP





SUBJECT PROPERTY PHOTOGRAPHS



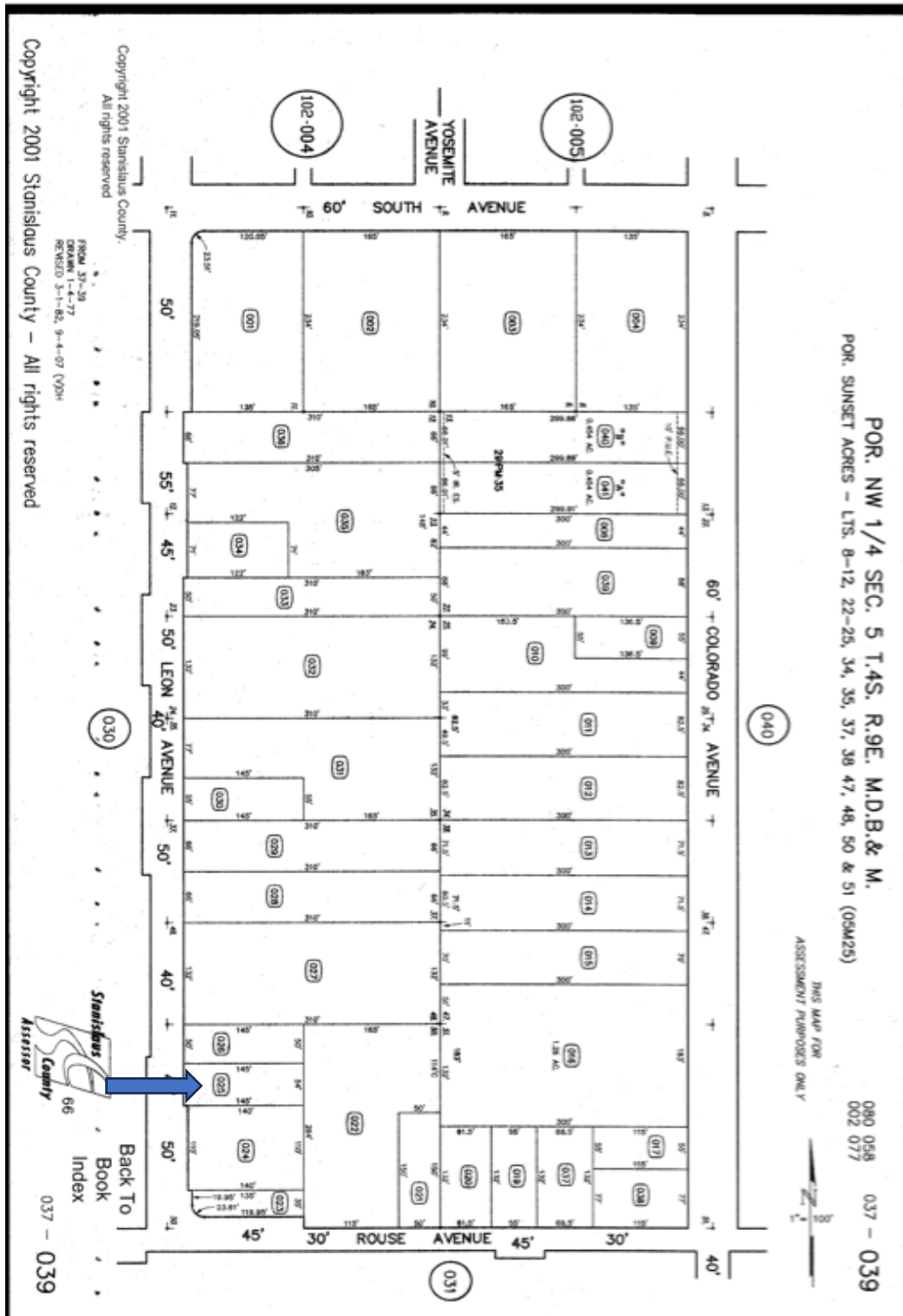


SUBJECT PROPERTY PHOTOGRAPHS





ASSESSOR PARCEL MAP





COMPARABLE LAND SALES

ADDRESS: 409 Empire Avenue, Modesto

APN: 035-042-006

SALE DATE: 03/03/21

SALE PRICE: \$92,000

TOTAL SIZE: 8,002 SF

PRICE PER SF: \$11.50

ADDRESS: 439 Coffee Road, Modesto

APN: 034-002-041

SALE DATE: 03/19/21

SALE PRICE: \$195,000

TOTAL SIZE: 10,433 SF

PRICE PER SF: \$18.69

ADDRESS: 0 Locke Road, Modesto

APN: 032-013-015

SALE DATE: 12/29/22

SALE PRICE: \$169,000

TOTAL SIZE: 9,374 SF

PRICE PER SF: \$18.03

ADDRESS: 630 Benson, Modesto

APN: 035-042-006

SALE DATE: 03/21/23

SALE PRICE: \$125,000

TOTAL SIZE: 8,002 SF

PRICE PER SF: \$15.62



Property Owner: Housing Authority of Stanislaus County

Project: Area 9- Colorado-Rouse
Infrastructure Project

Parcel: (portion of) 037-039-025

SUMMARY STATEMENT RELATING TO THE PURCHASE
OF REAL PROPERTY OR AN INTEREST THEREIN

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 requires that each property owner from whom the County of Stanislaus purchases real property or an interest therein or each tenant owning improvements on said property be provided with a summary of the appraisal or waiver valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. It is also understood that you are not required to pay recording fees, transfer taxes, or the pro-rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The County of Stanislaus will offer to purchase any remnant(s) considered to be an uneconomic unit(s) which is (are) owned by you or, if applicable, occupied by you as a tenant and which is (are) contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant are being conveyed unless other disposition of these improvements has been made. The interest to be acquired is a 400 square foot Road Easement, as described and depicted in the enclosed legal description and plat map, respectively.
4. The market value of the property being purchased is based upon a valuation which is summarized in the offer letter and purchase agreement, and such amount:
 - a. Represents the full amount of the valuation of just compensation for the property to be purchased;
 - b. Is not less than the approved valuation of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive.
5. Pursuant to Civil Code of Procedure section 1263.025 should you elect to obtain an independent appraisal, the County of Stanislaus will pay for the actual reasonable costs up to \$5,000 subject to the following conditions:
 - a. You, not the County, must order the appraisal. Should you enter into a contract with the selected appraiser; the County will not be a party to the contract.
 - b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Stanislaus, 1716 Morgan Rd., Modesto, CA 95358 within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the County concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the Business Owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to the County of all or any part of your interest in the real property sought to be acquired by the governmental agency as set forth in Streets and Highways Code Sections 104.2 and 104.12.

I certify this summary was given in compliance with the above stated Acts.

Date: September 9, 2024

Monument, Inc.

Agent: *Ryan Storz*
Ryan Storz - Right of Way Agent



PRELIMINARY REPORT

*In response to the application for a policy of title insurance referenced herein, **Fidelity National Title Company** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.*

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(ies) of title insurance to be issued hereunder will be policy(ies) of Fidelity National Title Insurance Company, a Florida corporation.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Authorized Officer or Agent



Visit Us on our Website: www.fntic.com



ISSUING OFFICE: 11320 Trade Center Drive, Ste C, Rancho Cordova, CA 95742

FOR SETTLEMENT INQUIRIES, CONTACT:

Fidelity National Title Company
8525 Madison Avenue, Suite 110 • Fair Oaks, CA 95628
(916)646-6018 • FAX (916)244-0941

***Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference***

PRELIMINARY REPORT

Title Officer: Deana Colliver
Email: Deana.Colliver@titlegroup.fntg.com
Title No.: FSSE-0102400188A

Escrow Officer: Audra Meyer
Email: audra.meyer@fnf.com
Escrow No.: FSSE-0102400188 -AM

TO: Monument
3626 Fair Oaks Blvd, Suite 100
Sacramento, CA 95864
Attn: Tim McCloud

PROPERTY ADDRESS(ES): 623 Leon Avenue, Modesto, CA

EFFECTIVE DATE: March 21, 2024 at 07:30 AM

The form of policy or policies of title insurance contemplated by this report is:

CLTA Standard Coverage Owner's Policy - 2022

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS [VESTED IN:](#)

Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"
Legal Description

For [APN/Parcel ID\(s\): 037-039-025-000](#)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF LOT FIFTY (50) OF SUNSET ACRES, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON JANUARY 14, 1911 IN VOLUME 5 OF MAPS, AT PAGE 25, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 50, SAID SOUTHWEST CORNER BEING IN THE CORNER OF LEON AVENUE BORDERING LOT 50 ON THE WEST; THENCE NORTH ALONG THE CENTER LINE OF LEON AVENUE, A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF PREMISES CONVEYED TO E.J. SNOW AND GRACE SNOW, HUSBAND AND WIFE, IN THE DEED DATED JULY 19, 1950 AND RECORDED AUGUST 1, 1950, INSTRUMENT NO. 16799, STANISLAUS COUNTY RECORDS, AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE EAST ALONG THE NORTH LINE OF SNOW PREMISES, A DISTANCE OF 165 FEET TO THE NORTHEAST CORNER OF SNOW PREMISES; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF LOT 50, A DISTANCE OF 164 FEET TO THE SOUTHEAST CORNER OF PREMISES CONVEYED TO IVAN H. GILLETTE AND DOROTHY GILLETTE, HUSBAND AND WIFE, BY DEED DATED MARCH 30, 1948 AND RECORDED APRIL 2, 1948 IN VOLUME 924 OF OFFICIAL RECORDS, AT PAGE 473, (INSTRUMENT NO. 7322), STANISLAUS COUNTY RECORDS; THENCE WEST AND ALONG THE SOUTH LINE OF GILLETTE PREMISES AND ITS WESTERLY EXTENSION, A DISTANCE OF 165 FEET TO THE SOUTHWEST CORNER OF PREMISES CONVEYED TO IVAN H. GILLETTE AND DOROTHY GILLETTE, HUSBAND AND WIFE, IN THE DEED DATED AUGUST 20, 1947 AND RECORDED AUGUST 22, 1947 IN VOLUME 909 OF OFFICIAL RECORDS, AT PAGE 73, (INSTRUMENT NO. 21860), STANISLAUS COUNTY RECORDS THENCE SOUTH ALONG THE WEST LINE OF LOT 50 A DISTANCE OF 164 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTH 110 FEET THEREOF.

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
2. Property taxes, including any personal property taxes and any assessments collected with taxes are as follows:

Code Area: 080-058
Tax ID No.: [037-039-025-000](#)
 Fiscal Year: 2023-2024
 1st Installment: \$82.46, Paid
 2nd Installment: \$82.46, Open
 Exemption: \$0.00
 Land: \$0.00
 Improvements:
 Personal Property: \$0.00

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
4. All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Any possible charges or assessments for water bills, public utilities, code enforcement and sanitary bills which may exist, but have not yet been recorded and/or filed.
5. Water rights, claims or title to water, whether or not disclosed by the public records.
6. A right of way over the West 20 feet of the herein described land for road purposed (Leon Avenue), as conveyed by W. P. Tellier, et al, to Stanislaus County, by Deed dated September 12, 1922 and recorded September 14, 1922 in [Volume 372 of Deeds, at Page 299](#), Stanislaus County Records.

EXCEPTIONS
(continued)

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

8. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

9. In order to complete this transaction the Company requires the following:

Satisfactory evidence showing the due formation and continued existence of County of Stanislaus as a legal entity under the laws of the State of CA.

The Company reserves the right to make additional requirements or add additional items or exceptions after review of the requested documentation.

10. Any rights of the parties in possession of a portion of, or all of, said Land, which rights are not disclosed by the Public Records.

The Company will require, for review, a full and complete copy of any unrecorded agreement, contract, license and/or lease, together with all supplements, assignments and amendments thereto, before issuing any policy of title insurance without excepting this item from coverage.

The Company reserves the right to except additional items and/or make additional requirements after reviewing said documents.

END OF EXCEPTIONS

NOTES

- Note 1.** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note 2.** Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.
- Note 3.** Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

Name(s) furnished: County of Stanislaus

If these name(s) are incorrect, incomplete or misspelled, please notify the Company.
- Note 4.** Note: The Company is not aware of any matters which would cause it to decline to attach CLTA Endorsement Form 116 indicating that there is located on said Land a Multiple Family Dwelling, known as 623 Leon Avenue, Modesto, California, to an Extended Coverage Loan Policy.
- Note 5.** Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- Note 6.** If a county recorder, title insurance company, escrow company, real estate agent or association provides a copy of the declaration, governing document or deed to any person, California law requires that the document provided shall include a statement regarding any unlawful restrictions. Said statement is to be in at least 14-point bold faced typed and may be stamped on the first page of any document provided or included as a cover page attached to the requested document. Should a party to this transaction request a copy of any document reported herein that fits this category, the statement is to be included in the manner described.
- Note 7.** The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note 8.** Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirements cannot be met, please call the company at the number provided in this report.

NOTES
(continued)

- Note 9.** The following Exclusion(s) are added to preliminary reports, commitments and will be included as an endorsement in the following policies
- A. 2006 ALTA Owner's Policy (06-17-06).
6. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- B. 2006 ALTA Loan Policy (06-17-06).
8. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
9. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- C. ALTA Homeowner's Policy of Title Insurance (12-02-13) and CLTA Homeowner's Policy of Title Insurance (12-02-13).
10. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
- D. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
12. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the Public Records but that would be disclosed by an examination of any records maintained by or on behalf of a Tribe or on behalf of its members.
13. Any claim of invalidity, unenforceability, or lack of priority of the lien of the Insured Mortgage based on the application of a Tribe's law resulting from the failure of the Insured Mortgage to specify State law as the governing law with respect to the lien of the Insured Mortgage.
- E. ALTA Expanded Coverage Residential Loan Policy - Assessments Priority (04-02-15).
7. Defects, liens, encumbrances, adverse claims, notices, or other matters not appearing in the public records but that would be disclosed by an examination of any records maintained by or on behalf of a tribe or on behalf of its members.
8. Any claim of invalidity, unenforceability, or lack of priority of the lien of the insured mortgage based on the application of a tribe's law resulting from the failure of the insured mortgage to specify state law as the governing law with respect to the lien of the insured mortgage.

END OF NOTES



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990 (11-09-18)

EXCLUSIONS FROM COVERAGE

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

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

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material unless such lien is shown by the public records at Date of Policy.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE OWNER'S POLICY (02-04-22)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy.
Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

PART I

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

PART II

(Variable exceptions such as taxes, easements, CC&R's, etc., are inserted here)

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (7-01-21) EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, or regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23, or 27.
2. Any power to take the Land by condemnation. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 17.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by You;
 - b. not Known to Us, not recorded in the Public Records at the Date of Policy, but Known to You and not disclosed in writing to Us by You prior to the date You became an Insured under this policy;
 - c. resulting in no loss or damage to You;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 5, 8.f., 25, 26, 27, 28, or 32); or
 - e. resulting in loss or damage that would not have been sustained if You paid consideration sufficient to qualify You as a bona fide purchaser of the Title at the Date of Policy.
4. Lack of a right:
 - a. to any land outside the area specifically described and referred to in Item 3 of Schedule A; and
 - b. in any street, road, avenue, alley, lane, right-of-way, body of water, or waterway that abut the Land.Exclusion 4 does not modify or limit the coverage provided under Covered Risk 11 or 21.
5. The failure of Your existing structures, or any portion of Your existing structures, to have been constructed before, on, or after the Date of Policy in accordance with applicable building codes. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 14 or 15.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transfer of the Title to You is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 30.
7. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
8. Negligence by a person or an entity exercising a right to extract or develop oil, gas, minerals, groundwater, or any other subsurface substance.
9. Any lien on Your Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 9 does not modify or limit the coverage provided under Covered Risk 8.a or 27.
10. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19 and 21, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

ATTACHMENT ONE (CONTINUED)

ALTA OWNER'S POLICY (07-01-2021)

EXCLUSIONS FROM COVERAGE

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

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments, imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

NOTE: The 2021 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

ATTACHMENT ONE (CONTINUED)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

NOTE: The 2006 ALTA Owner's Policy may be issued to afford either Standard Coverage or Extended Coverage. In addition to variable exceptions such as taxes, easements, CC&R's, etc., the Exceptions from Coverage in a Standard Coverage policy will also include the Western Regional Standard Coverage Exceptions listed below as 1 through 7 below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
4. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.]
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

Not all discounts are offered by every FNF Company. The discount will only be applicable to the FNF Company as indicated by the named discount.

FNF Underwritten Title Companies

CTC - Chicago Title Company
CLTC - Commonwealth Land Title Company
FNTC - Fidelity National Title Company of California
FNTCCA - Fidelity National Title Company of California
TICOR - Ticor Title Company of California
LTC - Lawyer's Title Company
SLTC - ServiceLink Title Company

Underwritten by FNF Underwriters

CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
FNTIC - Fidelity National Title Insurance Company
CTIC - Chicago Title Insurance Company
CLTIC - Commonwealth Land Title Insurance Company
CTIC - Chicago Title Insurance Company

Available Discounts

DISASTER LOANS (CTIC, CLTIC, FNTIC)

The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within twenty-four (24) months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be fifty percent (50%) of the appropriate title insurance rate.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS (CTIC, FNTIC)

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities, provided said charge is normally the church's obligation the charge for an owner's policy shall be fifty percent (50%) to seventy percent (70%) of the appropriate title insurance rate, depending on the type of coverage selected. The charge for a lender's policy shall be forty percent (40%) to fifty percent (50%) of the appropriate title insurance rate, depending on the type of coverage selected.

Your Property
Your
Transportation
Project

INTRODUCTION

This booklet was prepared for you as a person who may potentially be affected by a proposed public transportation project. If it is your property that is affected, you may wonder what will happen. Who will contact you? What will you be paid for your property? Important questions like these require specific answers.

We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

WHY DOES A PUBLIC AGENCY HAVE THE RIGHT TO BUY MY PROPERTY?

Our state and federal constitutions recognize the need for public agencies/entities to purchase private property for public use and provide appropriate safeguards to accomplish this purpose. State and federal constitutions and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, authorize the purchase of private property for public use and assure full protection of the rights of each citizen.

The Stanislaus County Department of Public Works ("County"), a public entity, may purchase private property for public use.

INITIAL PROJECT PLANNING

The responsibility for studying potential sites for a transportation project rests with a team of specially trained individuals selected to do this important job. Many months or even years are spent in preliminary study and investigation to consider possible locations for a project.

Consideration of the environmental and social impacts are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process may include public hearings and/or workshops, which give persons an opportunity to express their views on the locations being considered.

The team of trained individuals is composed of many specialists. Among these are:

- Transportation Planners
These individuals determine methods and routes for the traveling public. This includes studies of existing traffic patterns, "origin-destination" surveys and user benefits. They also determine whether the proposed project location is economically sound. They research and analyze the effects produced by similar projects upon other communities.
- Environmental Planners
These individuals evaluate the socio-economic and/or environmental impacts, including traffic, noise and visual impacts of the proposed project.
- Design Engineers

These individuals recommend the type of transportation project which will be of the most benefit to the public. They prepare design plans which determine the properties **needed** for the project.

- Transportation Surveyors

These individuals perform field surveys and monument property lines to delineate and map the County's right of way needs.

As a result of this team effort, the best possible location for a transportation project is selected after thorough social, economic, engineering and environmental analyses, as well as consideration of expressed public concerns and desires. The goal is that the project provides the greatest public good and the least private injury or inconvenience while rendering the best possible service.

FREQUENTLY ASKED QUESTIONS

WHO WILL CONTACT ME?

One of the first persons you will meet is an independent appraiser. You will be afforded the opportunity to accompany the appraiser on the inspection of your property. At the time of the inspection, the appraiser will also provide you the general project information. The appraiser will analyze your property and examine all of the features which contribute to its market value. Information about improvements you have made and any other special features that you believe may affect the market value of your property should be given to the appraiser to ensure he/she has all the information you feel is relevant.

It is the duty of the County to ensure that you receive fair market value for the property rights and/or interests needed for the project. The County cannot purchase the property rights and/or interests needed for more than they are worth, but it can and will assure you that you do not have to sell your property rights and/or interests for less than their fair market value. You will receive a copy of the appraisal upon which the County's offer is based.

At the time the offer is made to purchase property rights and/or the interests needed in your property, you may obtain your own independent appraisal and the County will reimburse you up to \$5,000 for the actual, reasonable costs of obtaining an independent appraisal. A licensed appraiser must perform your appraisal. The County's acquisition agent will provide more information concerning this reimbursement at the time of the offer.

HOW WILL THE TRANSACTION TAKE PLACE?

A purchase of property rights and/or interests in your property by the County is handled in the same way as any private property transaction.

The County will pay fair market value for the property rights and/or interests in your property. The County will also pay for the preparation of all documents, all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the County. Since this is a direct conveyance of real property from the property owner to the County, there are no real estate commissions involved, and the County will not recognize or pay any such real estate commissions.

A private property transaction will usually cost thousands of dollars in sales expenses. There are no seller's expenses in a purchase by the County.

Additionally, depending on your specific circumstances, you may be eligible for relocation payments and benefits for moving personal property and/or when you move. These benefits are described in supplemental booklets which will be provided to you, should the County's acquisition actually cause your personal property to be moved and/or you to be displaced from your property.

WILL I BE PAID FOR LOSS IN VALUE TO MY REMAINING PROPERTY?

When only certain interests (i.e. a Temporary Construction Easement) or a part of your property is needed for a project, every reasonable effort is made to ensure that you do not suffer damages to the remainder of your property. The total payment by the County will be for the property or interests in the property the County actually purchases, for any loss in market value to your remaining property and temporary damages to the remainder of your property, if any.

The determination of any loss in market value and/or temporary damages to the remainder are appraisal issues involving many variables. When these situations occur, the County's acquisition agent will explain the effect of a partial acquisition on your remaining property.

Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation of a loss of business goodwill. Your specific circumstances will need to be analyzed on a case-by-case basis.

THE COUNTY'S RIGHT OF EMINENT DOMAIN

The County may exercise its power of eminent domain to acquire private property for use.

A property owner's rights are guaranteed by the federal and state constitutions and applicable federal and state laws. The principal right is that "Just Compensation" must be paid for any property rights or interests acquired by eminent domain.

EMINENT DOMAIN PROCESS

The vast majority of our transactions are settled by contract. However, if the owner and the County cannot agree on the terms of sale, the County may resort to the eminent domain process to avoid delaying the project and will ultimately initiate condemnation proceedings.

At a public hearing called a Resolution of Necessity ("RON") hearing, the County will request authority from the County's Board of Directors ("Board") to file a condemnation action in court. You will be given an opportunity to appear before the Board to question whether public interest, necessity, planning and location require the proposed project and your property. The Board does not hear arguments regarding valuation or Just Compensation at the RON hearing.

Condemnation lawsuit documents are prepared by the County and filed with the court. The Summons and Complaint will then be served on the property owner and persons having a property

interest in the parcel. The persons served must file a response to the lawsuit with the court within 30 days.

Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

WHAT HAPPENS IN A CONDEMNATIONAL TRIAL?

The purpose of the trial is to determine the amount of Just Compensation. Usually the trial is conducted before a judge and jury. Both the property owner and the County will have the opportunity to present evidence of value. The jury will determine the amount of just compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation.

The Judgment is then prepared by counsel and signed by the judge. It will state that, upon payment of the amount of the verdict for the benefit of the property owner, title will be transferred to public ownership.

When the County makes the payment as required by the Judgment, the Final Order of Condemnation is signed by the judge and recorded with the County Recorder's office. This finalizes the actual transfer of title.

IF I WANT A TRIAL, MUST I HAVE AN ATTORNEY AND EXPERT WITNESSES?

Property owners have the right to represent themselves. However, you may wish to consult an attorney. If you do not have one, in many communities, the yellow pages of the telephone directory will refer you to an attorney reference services. The local bar association may also provide a list of attorneys who may offer services in eminent domain proceedings.

You and your attorney must decide what type of case you will present and what witnesses will be needed.

WHEN WILL THE PROJECT NEED MY PROPERTY?

Continued use of your property usually depends on when construction must begin, including utility relocations. If a settlement is not reached and construction must begin before the trial, the County will seek a court order for early possession of your property.

In this regard, the County will be required to deposit with the State Treasurer the probable amount of Just Compensation, as determined by an appraisal, as security for the value of the property rights it is seeking. Once the deposit is made, subject to the rights of any other person having an interest in the property, the property owner may withdraw all or a portion of it at any time during the condemnation proceedings.

The court may then grant to the County an order for early possession allow the County use of your property.

To obtain an Order for Possession, the County will file a motion with the court and schedule a hearing 90 days after you and your occupants of the property are served with the motion papers

(60 days if the property is unoccupied). You and the occupants, if any, will have 30 days to oppose the motion. Once the court grants an Order for Possession, the County may obtain possession of the property 30 days after service of the Order for Possession and the County can begin to use the property for construction of the project.

The County's acquisition agent will assist you in the transaction and will be available to answer any additional questions you may have.

DEFINITIONS

Acquire - To purchase

Complaint – The document filed with the court by the County which initiates an eminent domain proceeding.

Condemnation – The legal process by which a proceeding in eminent domain is accomplished.

Counsel – An attorney or attorneys.

Eminent Domain – The right of government to purchase private property for public use.

Fair Market Value – The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

Final Order of Condemnation – The instrument which, when recorded, transfers title to public ownership.

Judgment – The court's formal decision based on applicable law and the verdict.

Just Compensation – The measure of Just Compensation is Fair Market Value.

Loss of Business Goodwill – A loss in the value of a business caused by the County's acquisition of property that cannot be reasonably prevented by relocation of the business or the owner adopting prudent or reasonable steps that preserve the value of the business goodwill.

Parcel – Usually means the property that is being acquired.

Plaintiff – The public agency that desires to purchase the property.

Possession – Legal control; to have the right to use.

Property – The right of interest which an individual has in land, including the rights to use or possess. Property is ownership; the exclusive right to use, possess or dispose of a thing.

Summons – Notification of filing of a lawsuit in eminent domain and of the necessity to file answer or other responsive pleading.

Temporary Construction Easement – A temporary right for a specific time acquired from the owner of real property to provide a work area necessary for the construction of the project.

Title – Legal ownership.

Trial – The hearing of the facts from a plaintiff and defendant in court of law, either with or without a jury.

Verdict – The amount of just compensation to be paid for a property including any damages to the remainder, if applicable.

This is an informational pamphlet only. It is not intended to give a complete statement of all State or Federal laws and regulations pertaining to the purchase of your property for a public use, the Relocation Assistance Program, technical legal definitions, or any form of legal advice.

ADA Notice

For individuals with disabilities, this document is available in alternate formats.

For information contact:

Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95354
(209) 525-4130
WWW.STANCOUNTY.COM

Colorado-Rouse Infrastructure Project (Area 9)

TITLE VI PACKAGE

The project proposed by the Stanislaus County Department of Public Works (“County”) may be receiving federal financial assistance. Pursuant to Title VI of the Civil Rights Act of 1964, 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 subjected to discrimination under any program or activity receiving Federal financial assistance. Other statutes provide protection against discrimination on the basis of sex, age or disability.

The enclosed Title VI Package is being provided for your information to further explain your rights. The Package includes the following documents:

- Title VI Booklet
- Title VI of the 1964 Civil Rights Act and Related Statutes
- The U.S. Department of Commerce of the Census, Language Identification Flashcard
- Right of Way Title VI Survey Form with Self-Addressed Stamped Envelope
- Right of Way Title VI Discrimination Complaint Form

It is requested the Right of Way Title VI Survey form be completed and returned in the self-addressed stamped envelope.

If you read or speak a language different than English, please write your name and address on the top of the page and check the appropriate box on the Language Identification Flashcard; or, if you believe you have been subjected to discrimination, please fill out the Right of Way Title VI Discrimination Complaint form and return to the following:

Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95354
(209) 525-4130

Title VI

**Your Rights Under Title VI
and Related Statutes**

Your Rights Under TITLE VI

This leaflet is designed to notify you of the requirements of Title VI of the Civil Rights Act of 1964 and your rights under those requirements.

WHAT IS TITLE VI?

Title VI is a statute provision of the Civil Rights Act of 1964. President John F. Kennedy referred to Title VI as “Simple Justice – requiring that [all] public funds to which taxpayers of all races contribute not be spent in any fashion which encourages, entrenches, subsidizes or results in racial discrimination.”

Title VI (Sec. 601) of the Civil Rights Act of 1964 provides that:

“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 subjected to discrimination under any program or activity receiving Federal financial assistance.” (42 USC Sec. 2000d)

Additionally, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 1994 provides that:

“Each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations.”

WHAT DOES THIS MEAN?

This means utilization of and access to all departmental programs, services or benefits derived from any acquiring /displacing agency (“Agency”) activity will be administered without regard to race, color, or national origin.

The Agency will not tolerate discrimination by its employees or sub-recipients of Federal funds. The Agency prohibits all discriminatory practices, which may result in:

- Denial to an individual of any service, financial aid or benefit provided under the program to which he or she may otherwise be entitled
- Different standards or requirements for participation
- Segregation or separate treatment in any part of a program
- Distinctions in quality, quantity, or manner in which a benefit is provided
- Discrimination in any activities conducted in a facility built in whole or part with Federal funds

To ensure compliance with Title VI and the Presidential Executive Order on Environmental Justice, the Agency will:

- Avoid, minimize, or mitigate disproportionately high and adverse human health and environmental effects, including social and economic effects, on minority populations and low-income populations
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations

BENEFITS AND SERVICES

All of the work the Agency performs is intended to assist the transportation needs of all people regardless of race, color, national origin and /or socio-economic status.

WHO BEARS RESPONSIBILITY TO TITLE VI?

All Agency employees, and its functional programs.

ARE YOUR RIGHTS BEING VIOLATED?

All recipients of Agency services are entitled to fair and equal benefits and services. If you believe your rights have been violated, on the basis of discrimination, because of your race, color, or national origin, you may file a written complaint with the Agency. Please notify your assigned acquisition/relocation agent that you would like to file a written complaint, and they will provide you with further information and guidance.

NONDISCRIMINATION STATUTES

- **Title VI of the 1964 Civil Rights Act**, 42 U.S.C. 2000, provides in Section 601 that:

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION IN IMPACTS, SERVICES, AND BENEFITS OF, ACCESS TO, PARTICIPATION IN, AND TREATMENT UNDER A FEDERAL-AID RECIPIENT’S PROGRAMS OR ACTIVITIES)

- **The Age Discrimination Act of 1975**, as amended 42 U.S.C. 6101, provides:

“No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON AGE)

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, 42 U.S.C. 4601, provides:

“For the fair and equitable treatment of persons displaced as direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.” (PROVIDES FOR FAIR TREATMENT OF PERSONS DISPLACED BY FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS)

- **The Federal-aid Highway Act**, 49 U.S.C. 306

Outlines the responsibilities of the U.S. Department of Transportation and, at (c) outlines the Secretary’s authority to decide whether a recipient has not complied with applicable Civil Rights statutes or regulations, requires the Secretary to provide notice of the violation, and requires necessary action to ensure compliance.

- **The 1973 Federal-aid Highway Act**, 23 U.S.C. 324, provides:

“No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this Title or carried on under this title.” (PROHIBITS DISCRIMINATION ON THE BASIS OF SEX)

- **The Civil Rights Restoration Act of 1987**, P.L. 100-209, provides:

Clarification of the original intent of Congress in Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (RESTORES THE BROAD, INSTITUTION-WIDE SCOPE AND COVERAGE OF THE NON-DISCRIMINATION STATUTES TO INCLUDE ALL PROGRAMS AND ACTIVITIES OF FEDERAL-AID RECIPIENTS, SUB-RECIPIENTS AND CONTRACTORS, WHETHER SUCH PROGRAMS AND ACTIVITIES ARE FEDERALLY ASSISTED OR NOT)

- **The Uniform Relocation Act Amendments of 1987**, P.L. 101-246, provides:

“For fair, uniform, and equitable treatment of all affected persons; ... (and) minimizing the adverse impact of displacement... (to maintain)... the economic and social well-being of communities; and... to establish a lead agency and allow for State certification and implementation.” (UPDATED THE 1970 ACT AND CLARIFIED THE INTENT OF CONGRESS IN PROGRAMS AND PROJECTS WHICH CAUSE DISPLACEMENT)

- **The Americans with Disabilities Act**, P.L. 101-336, provides:

“No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government.” (PROVIDED ENFORCEABLE STANDARDS TO ADDRESS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES)
- **The Civil Rights Act of 1991**, in part, amended Section 1981 of 42 U.S.C. by adding two new sections that provided:

“(b) For the purposes of this section, the term ‘make and enforce contracts’ includes the making, performance, modification, and termination of contracts and the enjoyment of all benefits, privileges, terms, and conditions of the contractual relationship.

(c) The rights protected by this section are protected against impairment by non-governmental discrimination and impairment under color of State law.”
- **Title VIII of the 1968 Civil Rights Act**, 42 U.S.C. 3601, provides that:

“(I) It shall be unlawful...to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion or national origin.” (PROHIBITS DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING – HUD is the primary interest agency, but FHWA and States under Title VI are responsible for preventing discrimination in the function of Right-of-Way)
- **The National Environmental Policy Act of 1969**, 42 U.S.C. 4321
- Requires the consideration of alternatives, including the “no-build” alternative, consideration of social, environmental and economic impacts, public involvement, and use of a systematic interdisciplinary approach at each decisionmaking stage of Federal-aid project development.
- **Title IX of the Education Amendments of 1972**
- Makes financial assistance available to institutions of higher education to: (1) strengthen, improve and, where necessary, expand the quality of graduate and professional programs leading to an advanced degree; (2) establish, strengthen, and improve programs designed to prepare graduate and professional students for public service; and (3) assist in strengthening undergraduate programs of instruction in certain instances.
- **Section 504 of the Rehabilitation Act of 1973**, 29 U.S.C. 790, provides that:

“(N)o qualified handicapped person shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON PHYSICAL OR MENTAL HANDICAP)

Source: U.S. Department of Transportation
Federal Highway Administration Title VI Handbook
Title VI Nondiscrimination in the Federal-Aid Highway Program
FHWA Publication No. FHWA-HCR-06-006

CONFIDENTIAL

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

RIGHT-OF-WAY TITLE VI SURVEY

Page 1 of 1

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code § 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification to inspect all personal information in any record maintained on the individual by an identifying particular.

NON-DISCRIMINATION

All persons affected by State transportation projects are requested to provide information with regard to race, color, national origin, sex, disability, age or income status. Please check the items below which best describe you and return this form in the enclosed envelope.

The furnishing of this information is voluntary.

Head of household: ☐ Male ☐ Female

Age: ☐ Under 40 ☐ 41-65 ☐ Over 65

Race/Ethnicity: ☐ White ☐ American Tribe
☐ Black ☐ Pacific Islander
☐ Hispanic ☐ Other _____
☐ Asian Specify: _____

Language spoken, if other than English: _____

Are you or any member of your household suffering any physical disability or medical condition? ☐ Yes ☐ No

Are you a low-income family: ☐ Yes ☐ No

Enclosure

CONFIDENTIAL

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

RIGHT-OF-WAY TITLE VI DISCRIMINATION COMPLAINT

Page 1 of 1

PERSONAL INFORMATION NOTICE

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Name of Complainant

Home Telephone

Work Telephone

Mailing Address

BASIS OF DISCRIMINATION

Race

Color

National Origin

Sex

Disability

Low-Income

Non-English Speaker

Provide dates(s) and place of alleged discrimination.

Describe the nature of the action, decision, or conditions of the alleged discrimination (attach extra page, if necessary)

Name the individuals (if known) responsible for the action, decision or condition of alleged discrimination.

Provide supporting information known to complainant in support of his/her allegation.

Identify possible witnesses whom the complainant believes can provide factual information about this allegation.

State the action requested by complainant.

Signature of Complainant

Date Filed

NOTE: The use of the Right-of-Way Title VI Discrimination Complaint form is not mandatory. You may submit your complaint in any form that contains your signature.

☐

ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية.

1. Arabic

☐

Խնդրում ենք նշում կատարել այս բաժանարարում,
եթե խոսում կամ կարդում եք հայերեն:

2. Armenian

☐

যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন।

3. Bengali

☐

ឈ្មួចញ៉ាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។

4. Cambodian

☐

Motka i kahhon ya yangin ûntûngnu' manaitai pat ûntûngnu' kumentos Chamorro.

5. Chamorro

☐

如果你能读中文或讲中文，请选择此框。

6. Simplified Chinese

☐

如果你能讀中文或講中文，請選擇此框。

7. Traditional Chinese

☐

Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.

8. Croatian

☐

Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.

9. Czech

☐

Kruis dit vakje aan als u Nederlands kunt lezen of spreken.

10. Dutch

☐

Mark this box if you read or speak English.

11. English

☐

اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید.

12. Farsi

<input type="checkbox"/>	Cocher ici si vous lisez ou parlez le français.	13. French
<input type="checkbox"/>	Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen.	14. German
<input type="checkbox"/>	Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά.	15. Greek
<input type="checkbox"/>	Make kazye sa a si ou li oswa ou pale kreyòl ayisyen.	16. Haitian Creole
<input type="checkbox"/>	अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ।	17. Hindi
<input type="checkbox"/>	Kos lub voj no yog koj paub twm thiab hais lus Hmoob.	18. Hmong
<input type="checkbox"/>	Jelölje meg ezt a kockát, ha megérte vagy beszél a magyar nyelvet.	19. Hungarian
<input type="checkbox"/>	Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano.	20. Ilocano
<input type="checkbox"/>	Marchi questa casella se legge o parla italiano.	21. Italian
<input type="checkbox"/>	日本語を読んだり、話せる場合はここに印を付けてください。	22. Japanese
<input type="checkbox"/>	한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오.	23. Korean
<input type="checkbox"/>	ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ.	24. Laotian
<input type="checkbox"/>	Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim.	25. Polish

<input type="checkbox"/>	Assinale este quadrado se você lê ou fala português.	26. Portuguese
<input type="checkbox"/>	Însemnați această casuță dacă citiți sau vorbiți românește.	27. Romanian
<input type="checkbox"/>	Пометьте этот квадратик, если вы читаете или говорите по-русски.	28. Russian
<input type="checkbox"/>	Обележите овај квадратић уколико читате или говорите српски језик.	29. Serbian
<input type="checkbox"/>	Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky.	30. Slovak
<input type="checkbox"/>	Marque esta casilla si lee o habla español.	31. Spanish
<input type="checkbox"/>	Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog.	32. Tagalog
<input type="checkbox"/>	ให้กาเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย.	33. Thai
<input type="checkbox"/>	Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga.	34. Tongan
<input type="checkbox"/>	Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою.	35. Ukranian
<input type="checkbox"/>	اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔	36. Urdu
<input type="checkbox"/>	Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ.	37. Vietnamese
<input type="checkbox"/>	באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש.	38. Yiddish

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Shipment Details

Shipped To: Housing Authority-County of Stanislaus
1701 Robertson Rd Modesto CA 95351-3536 US

Mailing Date: 11/4/2024

Est. Delivery: 1 - 3 days

Service: usps_priority_mail

Signature: Not Required

Tracking: [9405511206205437586470](#)

**RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE**

NO FEE (GC 6103)

RECORDING REQUESTED BY:
BOARD OF SUPERVISORS

FSSE-0102400188-Am

When Recorded Mail To:

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS
1716 MORGAN ROAD
MODESTO, CA 95358

Road Name: Leon Avenue

APN: 037-039-025

ROAD EASEMENT DEED

Exemptions:

No fee pursuant to Government Code 6103;
No Documentary Transfer Tax per R&T Code 11922;
No Recording fee per Government Code 27383(D)

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0.00.

() computed on full value of property conveyed, or


() computed on full value less value of liens and encumbrances remaining at the time of sale

☒ Unincorporated area : () City of _____

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned does hereby grant to the COUNTY OF STANISLAUS, a political subdivision of the State of California, an easement for the construction, improvement, use, operation, repair, replacement, rehabilitation, and maintenance of public right of way and associated uses on, over, across, and under all that real property in the real property in the County of Stanislaus, State of California described as:

SEE EXHIBIT "A" AND "B"

Undersigned : Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

BY: 
(Sign) CEO / Executive Director
JAMES EDWARD KRUSE
(Print name) (Title)

(Name) (Title)

Dated: 2/19/25

Dated: _____

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Stanislaus)

On 2/19/25 before me, Leslie Ann Zapata, Notary Public,
personally appeared James Edward Kruse, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature Leslie Ann Zapata

(Seal)



EXHIBIT "A"
PUBLIC RIGHT-OF-WAY EASEMENT
LEGAL DESCRIPTION
APN 037-039-025

All that certain real property, being a portion of Lot 50 as shown on that certain map entitled "Sunset Acres" filed for record January 14, 1911 in Book 5 of Maps, at Page 25, Stanislaus County Records, situate in a portion of Section 5, Township 4 South, Range 9 East, Mount Diablo Meridian, County of Stanislaus, State of California, being a strip of land 7.40 feet wide, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 50;

thence along the West line of said Lot 50, North 00°28'24" East 160.00 feet;

thence parallel with the North line of said Lot 50, South 89°43'36" East 20.00 feet to a point on the East right-of-way line of Leon Avenue as described in Dedication Deed to Stanislaus County filed for record September 14, 1922 in Book 372 Official Records, at Page 299, Stanislaus County Records and the **TRUE POINT OF BEGINNING** of this description;

thence continuing parallel with said North line, South 89°43'36" East 7.40 feet;


thence parallel with and 27.40 feet distant at right angles from said West line of 50, North 00°28'24" East 54.00 feet to a point 50.00 feet distant at right angles South from said North line of Lot 50;

thence parallel with said North line, North 89°43'36" West 7.40 feet to a point on said East right-of-way line;

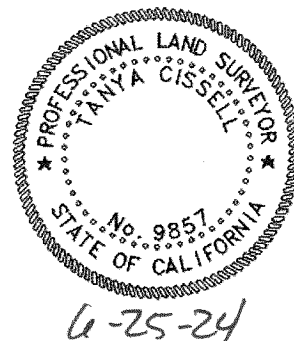
thence along said East right-of-way line, parallel with and 20.00 feet distant at right angles from said West line of Lot 50, North 00°28'24" East 50.00 feet to the **POINT OF BEGINNING**.

Containing 400 square feet more or less.

SUBJECT TO all easements and/or rights-of-way of record.



Tanya Cissell, P.L.S. 9857



6-25-24



SUNSET ACRES
5-M-25

APN 037-039-025

DOC. NO.
2017-0039708

50

25.00' PER BOOK
1991 OF OFFICIAL
RECORDS, PAGE
213, S.C.R.

LEON AVENUE

20.00'

54 00' 28.82"W

27.40'

L1

L2

-TRUE POINT OF BEGINNING

25.00' PER BOOK
1997 OF OFFICIAL
RECORDS, PAGE
537, S.C.R.

N00°28'24"E 160.00'

- POINT OF COMMENCEMENT
SOUTHWEST CORNER OF
LOT 50, 5-M-25, S.C.R.

PUBLIC
RIGHT-OF-WAY
EASEMENT
400 SQ.FT.

NO.	BEARING	LENGTH
L1	S89°43'36"E	20.00'
L2	S89°43'36"E	7.40'
L3	N89°43'36"W	7.40'

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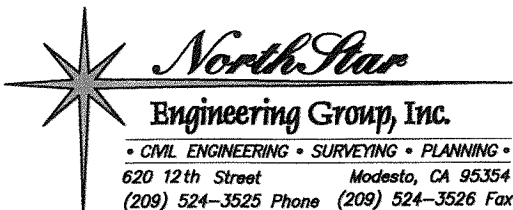


EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

BEING A PORTION OF THE LOT 50 OF "SUNSET ACRES" BOOK 5
OF MAPS, PAGE 25, S.C.R. LYING IN SECTION 5, TOWNSHIP 4
SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN

STANISLAUS COUNTY

CALIFORNIA

JOB:	J22-3184
DATE:	6/7/2024
SCALE:	1"=20'
DRAWN:	TC
CHK'D:	TC

SHEET

1

OF **1**

CERTIFICATE OF ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated 2/19/25, From

Housing Authority of the County of Stanislaus, a California non-profit, public benefit, corporation

to the County of Stanislaus, a political subdivision of the State of California, is **hereby accepted** by the undersigned officer or agent on behalf of the Board of Supervisors of the County of Stanislaus, pursuant to authority conferred by resolution of the Board of Supervisors of the County of Stanislaus adopted on March 8, 2011 in accordance with the provisions of Government Code Section 27281, and the grantee consents to recordation thereof by its duly authorized officer.

David A. Leamon PE, Director of Public Works
Stanislaus County, State of California

By  Dated: 4/10/25

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Stanislaus)

On April 10, 2025 before me, J. Akin, Notary Public
(insert name and title of the officer)

personally appeared David A. Leamon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jahi (Seal)

