



Federal Project #: ATPL 6164(026) PPNO 1290A

**RECEIPT OF OFFER PACKAGE**

**Arts and Music Line Street Improvement Project**

No Situs  
Coachella, CA 92236  
APN: 603-220-051

1. Property Owner: City of Coachella, a Municipal Corporation
2. Property Address: No Situs, Coachella, CA 92236

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

- Written Offer Letter Dated October 28, 2024
- Waiver Valuation prepared by Monument
- Right of Way Contract
- Temporary Construction Easement Deed
- Exhibit Map for the Interest to be acquired
- Preliminary Title Report
- Acquisition Brochure
- Title VI Package
- W-9 Request for Taxpayer ID

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



200 Spectrum Center, Suite 300, Irvine, CA 92618

info@monumentrow.com | 800 577 0109

monumentrow.com



Federal Project #: ATPL 6164(026) PPNO 1290A

October 28, 2024

City of Coachella, a Municipal Corporation  
1515 6<sup>th</sup> Street  
Coachella, CA 92236-1757

**Re: Offer to Acquire Property Rights  
Arts and Music Line Street Improvement Project  
No Situs, Coachella, CA 92236  
Assessor Parcel No. 603-220-051**

Dear City of Coachella:

The Coachella Valley Association of Governments (CVAG) (herein called "CVAG") is proceeding with the Arts and Music Line Active Transportation Project (the "Project"). CVAG worked with the cities of Coachella, Indio, La Quinta, and Riverside County to develop the 9-mile bike path. The Arts & Music Line Street Improvement Project is a community connector to the Coachella Valley Link located primarily along Avenue 48 between Washington Street and Dillon Road. The east end will extend along Dillon Road from Avenue 48 to the White Water River.

CVAG has determined that the Project will require the acquisition of a certain property interest in the property located at No Situs, Coachella, CA 92236 and identified by the Riverside County Assessor as Assessor Parcel Number 603-220-051 (the "Property"). A review of public records indicates that you are the owner of record of the Property.

CVAG is interested in negotiating the purchase of a 9,087 square foot temporary construction easement (the "Property Interest") in your Property for a term of thirty-six (36) months. The Property Interest is depicted in the enclosed exhibit map. CVAG hereby offers you the amount of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)** for the Property Interest.

CVAG has retained Monument ROW ("Monument") to contact the property owners in order to acquire the necessary rights for the Project and has specifically authorized Monument to make this offer to you.

It is CVAG's policy to acquire privately owned property only when it is essential to do so, and through voluntary purchase if possible. While CVAG has the power of eminent domain, condemnation has not been authorized with respect to the Property Interest.

Federal and California law require that before making an offer to acquire real property or an interest in real property, CVAG must obtain an appraisal/valuation to determine the fair market value of the property interests to be acquired for the Project, establish an amount which it believes to be just compensation for the property interest to be acquired, and make an offer to the owner or owners of record to acquire the property interest in the full amount of the just compensation so established.



200 Spectrum Center, Suite 300, Irvine, CA 92618  
info@monumentrow.com | 800 577 0109

monumentrow.com

CVAG has determined that the amount of just compensation for the Property Interest is the sum of **ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00)**. CVAG's offer is the full amount that CVAG has determined to be the fair market value of the Property Interest. The basis for that determination is explained in the enclosed waiver valuation prepared by Monument dated October 9, 2024.

It is CVAG's hope that this price is agreeable to you and that the acquisition can begin immediately. This offer is, however, conditioned upon CVAG's ratification of the offer by execution of a contract of acquisition in a form and substance approved by Board of Directors of CVAG. This offer is also based on the assumption that the Property Interest is free of contamination and requires no remediation. If contamination is found, this offer will be subject to amendment.

You have the right to obtain your own independent appraisal. Pursuant to California Code of Civil Procedure section 1263.025, you are entitled to be reimbursed for the reasonable cost, up to five thousand dollars (\$5,000), for an independent appraisal you obtain. In order to receive any reimbursement, the appraiser you choose must be licensed with the California Bureau of Real Estate Appraisers (formerly the California Office of Real Estate Appraisers) and you must submit your reimbursement request in writing to Monument. With your reimbursement request, you must submit (1) copies of the contract (if a contract was made), (2) the appraisal report, and (3) the invoice for the completed work by the appraiser. Your request must be submitted to Monument within ninety (90) days of the earlier 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.

If you wish to accept this offer, please sign the enclosed Right of Way Contract, sign and notarize the enclosed deed and call Cami Stigall of Monument at (949) 280-0313 so that delivery of the signed contract and signed and notarized deed can be arranged. If you have any questions or wish to discuss this matter further, please feel free to call Cami Stigall at the number noted above.

Sincerely,  
**Monument**



Cami Stigall  
Right of Way Agent  
*On behalf of CVAG*

Enclosures:

Waiver Valuation  
Right of Way Contract  
TCE Deed  
Acquisition Brochure  
Title VI Package



200 Spectrum Center, Suite 300, Irvine, CA 92618

info@monumentrow.com | 800 577 0109

[monumentrow.com](http://monumentrow.com)

**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: 603-220-051

Date: October 9, 2024

Owner: City of Coachella

Property Address: No Situs, Coachella, CA 92236

Zoning: Open Spaces      Present Use: Recreational      Best Use: Current Use

Date of Previous Sale: According to the public records, no deeds conveying the subject property have been recorded within a period of 5 years prior to the date of this report.

Total Lot Size: 25.4 acres / 1,106,424      Land Area Affected (SF): 9,087 Sq. Ft. - TCE  
Sq. Ft.

Interest Valued: Temporary Construction Easement

---

<b>Waiver Valuation Total:</b>	<b>\$1,000.00</b>
--------------------------------	-------------------

**PARCEL DESCRIPTION:**

The subject property is identified as APN 603-220-051, totaling 1,106,424 square feet/25.4 acres. The property is situated in the City of Coachella, in the County of Riverside, and located on Van Buren Street, between Avenue 48 and Avenue 49. The parcel is zoned Open Spaces (OS). The property is currently being used as a recreational facility (Rancho Las Flores Park and Event Venue).

The Coachella Valley Association of Governments (CVAG) (herein called "CVAG") is proceeding with the Arts and Music Line Active Transportation Project (the "Project"). CVAG worked with the cities of Coachella, Indio, La Quinta, and Riverside County to develop the 9-mile bike path. The Arts & Music Line Street Improvement Project is a community connector to the Coachella Valley Link primarily along Avenue 48 between Washington Street and Dillon Road. The east end will extend along Dillon Road from Avenue 48 to the White Water River. This is a public project which may require the purchase of certain interests in a portion of the real property located at No Situs, Coachella, CA known by APN 603-220-051 for the interactive pedestrian and cycling pathway improvement purposes.

**ANALYSIS FINDING:**

Using the Comparable Sales appraisal method, recent sales of comparable open space land were compiled. Six comparable properties were identified and analyzed. These sales range from July 2022 to August 2024, and site sizes range from 87,120 square feet to 1,960,200 square feet. The sale prices per square foot range from \$0.04 to \$0.57. 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 \$0.35 per square foot. Comparables #1 and #6 are applied primary consideration in determining the subject's estimated price per square foot due to location characteristics (located in the city of Coachella). In addition, comparable #1 brackets the subject's site size; Comparable #6 is the most recent sale.

**COMPARABLE SALE CHART:**

Comp	APN	Property Address	City	Property Type	Sale Date	Lot Size (Sq. Ft.)	Sale Price	Price/SF Land
1	763-150-028	Unavailable	Coachella	OS	7/7/22	1,960,200	\$ 320,877	\$0.16
2	697-290-006	0 Fargo Canyon	Indio	OS	7/26/22	871,200	\$ 40,000	\$0.05
3	697-190-007	86315 Brack	Indio	OS	10/17/22	217,800	\$ 125,000	\$0.57
4	745-402-014	0 Old Aqueduct	Indio	OS	10/16/23	217,800	\$ 12,000	\$0.06
5	697-290-012	82777 Aqueduct	Indio	OS	2/13/24	204,732	\$ 7,500	\$0.04
6	697-210-003	Fargo Canyon Rd	Coachella	OS	8/15/24	87,120	\$ 45,000	\$0.52

**IMPROVEMENTS WITHIN THE ACQUISITION AREAS:****TEMPORARY CONSTRUCTION EASEMENT AREA (9,087 Sq. Ft.):**

All improvements within the TCE area will be protected in place.

**COST CALCULATION DETAILS/ASSUMPTIONS:**

The indicated comparable land value of \$.35 per Sq. Ft. is utilized as the basis for the valuation of the proposed acquisitions.

Based on our experience, rates of return on land leases range between 9% to 11% of the value of the land per year. Ten percent of the fee value per year is appropriate for the proposed TCE over the subject property. Additionally, the TCE is required for a period of 36 months and is valued as such.

The TCE areas are improved with shrubs, decorative rocks and asphalt as part of the driveway entrance to the venue. All improvements will be protected in place.

**CALCULATION: TEMPORARY CONSTRUCTION EASEMENT FOR PARCEL 603-220-051**

TCE area base land value (9,087 Sq. Ft. x \$.35/Sq. Ft.)	\$3,180.45
10% annual return on land value (\$3,180.45 x 10%)	\$318.45
Monthly ground rent on land value (\$318.45/ 12 months)	\$26.54
<b>Estimated compensation for TCE for 36 months (\$26.54 x 36 MONTHS)</b>	<b>\$955.44</b>
<b>TOTAL JUST COMPENSATION:</b>	<b>\$955.44</b>
<b>(ROUNDED)</b>	<b><u>\$1,000.00</u></b>

**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.

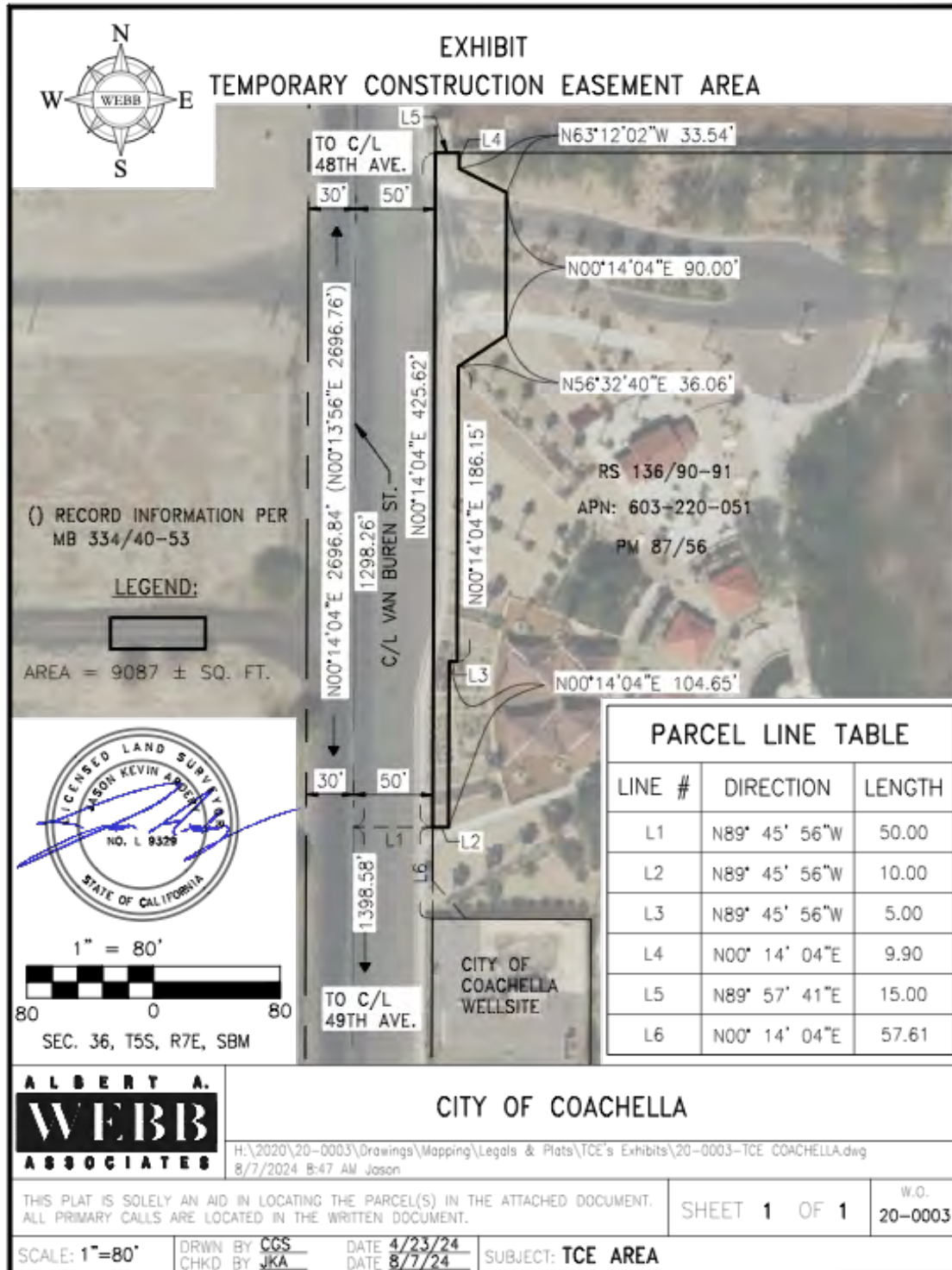
Inspected Date: 08/01/24

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

Jennifer Goralski, Project Manager



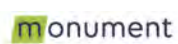
## ROW Exhibit Map Temporary Construction Easement







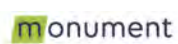
## SUBJECT PROPERTY PHOTOGRAPHS







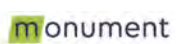
## SUBJECT PROPERTY PHOTOGRAPHS





## ASSESSOR PARCEL MAP

---



**RIGHT OF WAY CONTRACT****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.

District	County	Route	P.M. (KP)	E. A.	Fed. Ref.	Name	APN
8	RIV	N/A	N/A	N/A	ATPL 6164(026) PPNO 1290A	City of Coachella	603-220-051

City of Coachella, a Municipal Corporation  
Grantor

**RIGHT-OF-WAY CONTRACT**

City of Coachella, a Municipal Corporation (hereinafter, "Grantor"), owns the real property located at No Situs, Coachella, CA 92236 in the County of Riverside, Assessor Parcel Number 603-220-051 (the "Property"). A portion of the Property is needed for construction of the Arts and Music Line Street Improvement Project, a public project that plans to construct a 9-mile bike path which is a community connector to the Coachella Valley Link located primarily along Avenue 48 between Washington Street and Dillon Road. The east end will extend along Dillon Road from Avenue 48 to the White Water River (the "Project"). A Temporary Construction Easement Deed (Exhibit "1") to the Coachella Valley Association of Governments (CVAG), covering the property interest as depicted in Exhibit "A" attached to Exhibit "1" (collectively, the "Property Interest") has been executed and delivered to, Cami Stigall, Right-of-Way Agent for Monument, agent for CVAG.

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

1. (A) The parties have herein set forth the whole of their agreement ("Agreement"). The performance of this Agreement constitutes the entire consideration and shall relieve CVAG of all further obligations or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) CVAG requires said Property Interest described in Exhibit "1" for the Project, a public use for which CVAG has the authority to exercise the power of eminent domain. Grantor is compelled to sell and CVAG is compelled to acquire the Property Interest.
- (C) Both Grantor and CVAG recognize the expense, time, effort, and risk to both parties in determining the compensation for the Property Interest by eminent domain litigation. The compensation set forth herein for the Property Interest is in compromise and settlement, in lieu of such litigation.
- (D) It is agreed that CVAG may open an escrow in accordance with this Agreement at an escrow company of CVAG's choice ("Escrow Agent"). This Agreement constitutes the joint escrow instructions of CVAG and Grantor, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to perform all acts reasonably necessary to close this escrow within sixty (60) days following the opening of escrow.
2. (A) CVAG shall pay the undersigned Grantor the sum of **ONE THOUSAND DOLLARS and NO CENTS (\$1,000.00)** for the Property Interest conveyed by Exhibit "1" when title to said Property Interest vests in CVAG free and clear of all liens, deeds of trusts, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes.

**RIGHT OF WAY CONTRACT****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.

- (B) CVAG shall pay all escrow and recording fees incurred in this transaction, and if title insurance is desired by CVAG, the premium charged, therefore. Due to CVAG's status as a public agency, no recording fees will be payable (pursuant to Government Code Section 27383) and no documentary tax will be payable (pursuant to Revenue & Taxation Code Section 11922). This transaction may be handled through an external escrow with Commonwealth Land Title Company or another selected escrow company.
  - (C) CVAG shall have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.
3. **FULL AND COMPLETE SETTLEMENT.** Grantor hereby acknowledges that it is the sole and lawful owner of the Property and the compensation paid to Grantor through this Agreement constitutes the full and complete settlement of any and all claims against CVAG, the City of Coachella and the State of California, Department of Transportation (hereinafter "Releasees") by reason of the Project and/or acquisition of the Property Interest, including, but not limited to, any and all rights or claims that Grantor had, currently has, or may in the future have under Article 1, Section 19 of the California Constitution, the Eminent Domain Law, or any other law or regulation, except as provided herein. Grantor on behalf of itself and its successors and assigns, further knowingly and voluntarily waives and expressly releases and discharges Releasees and any and all of Releasees' employees, agents, officers, servants, representatives, contractors, attorneys, partner agencies and assigns, from liability in regard to any claims for the following: pre-condemnation damages, inverse condemnation, lost business goodwill, lost profits, lost rents, severance damages, mitigation damages, curative costs, landscaping, compensation for the construction and use of the Project in the manner proposed, damage to or loss of improvements pertaining to the realty, machinery, fixtures, inventory, equipment and/or personal property, interest, any right to repurchase, leaseback, or receive any financial gain from, the sale of any portion of the Property Interest, any right to challenge the adoption of a resolution of necessity, any right to receive any notices pursuant to Code of Civil Procedure section 1245.235, any right to enforce any obligation pursuant to the Eminent Domain Law, any other rights conferred upon Grantor pursuant to the Eminent Domain Law, and claims for litigation expenses, attorney's fees, statutory interest and/or costs. Grantor further consents to the dismissal of any Eminent Domain proceeding that is filed pertaining to the Property Interest and further waives all attorney's fees, costs, claims to money on deposit, disbursements and expenses in connection with the dismissal of said proceeding.
4. The parties intend that this Agreement will result in a full, complete and final resolution and settlement of any and all claims, causes of action or disputes which exist, or may exist, between them as to the acquisition, possession and/or use of the Property Interest, except as expressly provided herein. It is therefore understood that the waiver, under this Agreement, of any rights, damages, compensation or benefits to which Grantor is, or may be, entitled is intended to be full and complete. Accordingly, except as provided herein:
- (A) Pursuant to the releases set forth in this Agreement, Grantor specifically waives the provision of section 1542 of the Civil Code of the State of California which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
  - (B) Grantor represents and warrants that it understands the effect of this waiver of section 1542 and has had the opportunity to discuss the effect of this waiver with counsel of its choice.

**RIGHT OF WAY CONTRACT****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.

5. Any monies payable under this Agreement up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said deed(s) of trust or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) are to furnish Grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.
6. Grantor represents and warrants that it is the fee simple owner of the Property and that it has the right to convey the Property Interest. Grantor will defend and indemnify CVAG, its successors and/or assigns if it turns out that a claim is made or legal action is filed against CVAG, its successors and/or assigns by someone claiming a legal interest in or right to the Property, or any portion thereof. Grantor represents and warrants that it will defend and indemnify CVAG, its successor and/or assigns in the amount of any due and unpaid real property taxes, assessments, liens and any penalties and delinquencies on the Property. Grantor represents and warrants that it has made no assignment of any interest in the Property.
7. Grantor represents and warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month. Grantor agrees to hold CVAG harmless and reimburse CVAG for any and all of its losses and expenses occasioned by reason of any lease of said Property held by any tenant of Grantor for a period exceeding one month. Grantor acknowledges that a general release or quitclaim deed will be required from any lessee regarding the disclaimer of the tenants' interests in the amount payable under Clause 2(A) above. Said general releases or quitclaim deeds are to be provided by Grantor, prior to the close of escrow. The provisions of this paragraph shall apply to current leases on the Property as well as future leases, if any, that are entered into after the execution of this Agreement.
8. It is understood and agreed by and between the parties hereto that included in the amount payable under Clause 2(A) above is payment in full to compensate Grantor for the purchase of the following improvements, including but not limited to: None.
9. It is understood and agreed by and between the parties hereto that the following improvements within the Property Interest will be protected in place: Shrubs, decorative rocks and asphalt as part of the driveway entrance to the venue. It is further understood and agreed to by and between the parties hereto that the following improvements within the Property Interest will be relocated: None.
10. CVAG shall not take actual/physical possession of the Temporary Construction Easement until thirty (30) day advance notice by CVAG or CVAG's contractor is given to Grantor of CVAG's taking actual/physical possession of the TCE. Prior to CVAG's actual/physical possession of the TCE, Grantor agrees to hold harmless, defend and indemnify CVAG its officers, directors, employees and agents against any and all claims including property damage or injuries resulting from the use of the area within the TCE by Grantor and/or Grantor's guests, invitees, or any other person. CVAG shall not be deemed to have control of the TCE nor duty to maintain the TCE in a safe condition prior to the time CVAG or CVAG's contractor take actual/physical possession of the TCE.  
  
Grantor agrees to name CVAG as an additional insured under its current insurance policy. Grantor further agrees to notify CVAG in writing within thirty (30) days of any potential claim relating to the area within the Property Interest prior to CVAG taking actual/physical possession of the Property Interest.
11. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interest by CVAG, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) above are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) above includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.



**RIGHT OF WAY CONTRACT****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.

12. It is understood and agreed by and between the parties hereto that payment as provided in Clause 2(A) includes, but is not limited to, payment for any and all past, present, and/or future damages which have accrued or may accrue to Grantor's remaining property by reason of its severance from the property conveyed herein and the construction and use of the proposed Project, including, but not limited to, any expense which Grantor may incur in restoring the utility of the remaining property. This release is not intended to extend to unanticipated physical damage caused by construction.
13. It is agreed between the parties hereto that CVAG is not assuming responsibility for payment or subsequent cancellation of unpaid assessments on Property Interest acquired under this transaction. Said assessments include but are not limited to any assessments listed in the title report (Stewart Title Company order number 23000111258) Grantor acknowledges that it has received and reviewed the Preliminary Title Report. The assessments remain the obligation of Grantor. Payment for the Property Interest acquired under this transaction is made upon the basis that the Grantor retains its obligation to the levying body respecting said assessments.
14. The Temporary Construction Easement shall be for a period of thirty-six (36) months, commencing on June 1, 2025 and ending on May 31, 2028 ("TCE Term"). Grantor shall be provided at least thirty (30) days written notice prior to commencement of work within the Temporary Construction Easement area. Grantor agrees to keep the TCE area free and clear of all materials, shrubbery, crops, improvements, personal property, and debris during the TCE Term. Grantor agrees that any materials, shrubbery, crops, improvements, personal property and debris within the TCE area that remains after commencement of work within the TCE area may be removed by CVAG and/or its contractor. Grantor further agrees that the cost of removal of any materials, shrubbery, crops, improvements, personal property, or debris that are installed during the TCE Term shall be the sole responsibility of Grantor. In the event it is anticipated the use will extend beyond the prescribed time, CVAG and the Grantor shall enter into an amendment contract to extend the term of the TCE. CVAG shall provide Just Compensation for the extended period.
15. Any notice either party may or is required to give the other shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested. If by mail, service shall be deemed to have been received by such party at the time the notice is delivered to the following addresses:

**To Grantor:**

City of Coachella, a Municipal Corporation  
1515 6<sup>th</sup> Street  
Coachella, CA 92236-1757

**To CVAG:**

74199 El Paseo, Ste. 100  
Palm Desert, CA 92260  
Attn: Tom Kirk  
Executive Director

16. It is understood and agreed by and between the parties hereto that this Agreement inures to the benefit of, and is binding on, the parties, their respective heirs, personal representatives, subsequent purchasers, successors, and/or assignees. CVAG may freely assign any or all of its interests or rights under this Agreement.
17. Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or hazardous wastes on, from, or under the Property which may have occurred prior to Grantor taking title to the Property.

**RIGHT OF WAY CONTRACT****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.

The acquisition price of the Property Interest being acquired in this transaction reflects the full and complete settlement of the Property Interest without the presence of contamination. If the Property Interest being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, CVAG may elect to recover its clean-up costs from those who caused or contributed to the contamination including, but not limited to, Grantor.

18. It is understood and agreed that the fully executed Temporary Construction Easement Deed may be recorded in the Recorder's Office for the County of Riverside.
19. CVAG reserves the right to cancel escrow and terminate this Agreement if at any time CVAG determines that the Property Interest is no longer needed for the Project.
20. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by the party to be bound thereby.
21. If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.
22. Each individual executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Agreement, and that said entity will thereby be obligated to perform the terms of this Agreement.
23. This Agreement may be executed in counterparts, including by facsimile and/or e-mail, 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 instrument.
24. 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. Part 21 and 28 C.F.R. Section 50.3.
25. 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 subject of this contract.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS*

*In Witness Whereof*, the Parties vested have executed this Agreement the day and year set forth below.

City of Coachella, a Municipal Corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Coachella Valley Association of Governments (CVAG)

APPROVED AS TO FORM:

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

Tom Kirk  
Executive Director

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

Best Best & Krieger LLP

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

**RECORDING REQUESTED BY**

WHEN RECORDED RETURN TO:

**CVAG**

74199 El Paseo, Ste. 100  
Palm Desert, CA 92260  
Attn: Executive Director

**FREE RECORDING:**

This instrument is for the benefit of the Coachella Valley Association of Governments and is entitled to be recorded without fee or tax. (Gov. Code, §§ 6103, 27383; and Rev. & Tax. Code, § 11922.)

APN: 603-220-051

Above Space for Recorder's Use

**GRANT OF EASEMENT**  
**(Temporary Construction Easement)**

City of Coachella, a Municipal Corporation (**hereinafter, individually and collectively, "Grantor"**), is the owner of that certain real property located in the City of Coachella, County of Riverside, State of California, designated as Assessor's Parcel Number 603-220-051 ("**Grantor's Property**"). FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the **Coachella Valley Association of Governments (CVAG)**, ("**Grantee**"), its employees, agents, representatives, contractors, successors and assigns, a temporary easement for construction of the **Arts and Music Line Street Improvement Project**, in, on, over, under, and across that portion of Grantor's Property more particularly depicted in Exhibit "A", attached hereto and by reference made a part hereof. The term of the easement described herein is thirty-six (36) months and will commence on June 1, 2025 and end May 31, 2028.

GRANTOR:

City of Coachella, a Municipal Corporation

DATED: \_\_\_\_\_, 20\_\_

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

Its:

DATED: \_\_\_\_\_, 20\_\_

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

Its:

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)

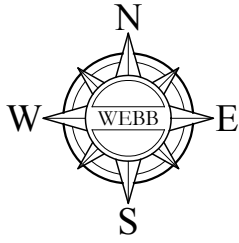


### **CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Temporary Construction Easement Deed dated \_\_\_\_\_, 20\_\_\_\_, from City of Coachella, a Municipal Corporation, to the Coachella Valley Association of Governments (CVAG), by the within instrument, the provisions of which are incorporated by this reference as though fully set forth in this Certification, is hereby accepted by the undersigned officer(s) on behalf of the CVAG pursuant to authority conferred by the CVAG Executive Committee Resolution No. 20-006 adopted on October 19, 2020, and the Grantee consents to recordation thereof by its duly authorized officer.

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

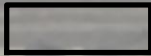
\_\_\_\_\_  
By:  
Its:



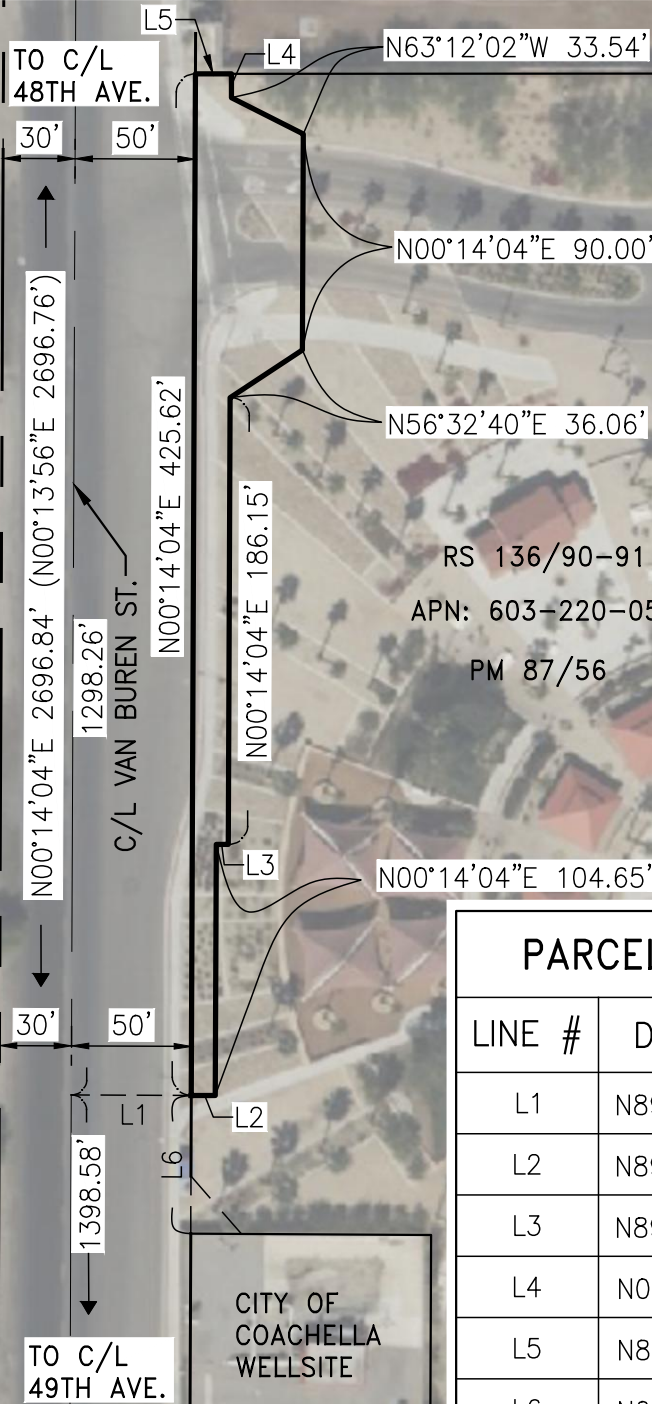
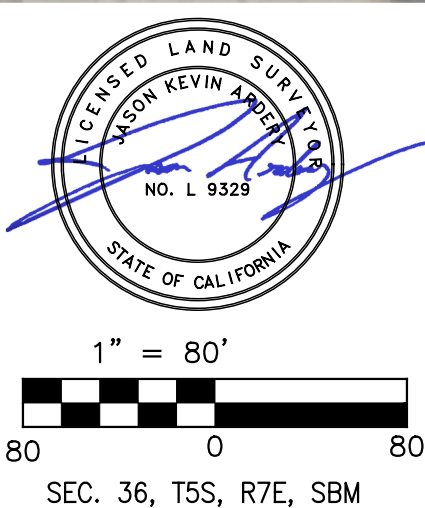
# EXHIBIT TEMPORARY CONSTRUCTION EASEMENT AREA

( ) RECORD INFORMATION PER  
MB 334/40-53

## LEGEND:



AREA = 9087 ± SQ. FT.



## PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N89° 45' 56"W	50.00
L2	N89° 45' 56"W	10.00
L3	N89° 45' 56"W	5.00
L4	N00° 14' 04"E	9.90
L5	N89° 57' 41"E	15.00
L6	N00° 14' 04"E	57.61

ALBERT A.  
**WEBB**  
ASSOCIATES

CITY OF COACHELLA

H:\2020\20-0003\Drawings\Mapping\Legals & Plats\TCE's Exhibits\20-0003-TCE COACHELLA.dwg  
8/7/2024 8:47 AM Jason

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) IN THE ATTACHED DOCUMENT.  
ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DOCUMENT.

SHEET 1 OF 1

W.O.  
20-0003

SCALE: 1"=80'

DRWN BY CGS  
CHKD BY JKA

DATE 4/23/24  
DATE 8/7/24

SUBJECT: TCE AREA



**Jimmy Morada**  
Associate Senior  
Underwriter/Advisory Title  
Officer

Stewart Title Guaranty Company  
Commercial Services (Los Angeles)  
525 North Brand Blvd.  
Glendale, CA 91203  
(818) 547-2037 Phone  
Jimmy.Morada@stewart.com

## PRELIMINARY REPORT

Order No. : 23000111258  
Title Unit No. : 11  
Your File No. :  
Buyer/Borrower Name : tbd  
Seller Name : City of Coachella

Property Address: apn 603-220-051, Coachella, CA 92210

In response to the above referenced application for a policy of title insurance, Stewart Title Guaranty Company Commercial Services (Los Angeles) 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 a defect, lien or encumbrance not shown or referred to as an exception below or not excluded from coverage pursuant to the printed Schedules, Exclusions from Coverage, and Conditions of said policy forms.

With respect to any contemplated owner's policy, the printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A, attached. 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/ALTA Homeowner's Policy of Title Insurance, which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages, are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A 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.**

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.

Dated as of November 15, 2023 at 7:30 a.m.

Jimmy Morada, Title Officer  
Kristine Poole, Title Officer

**When replying, please contact:**

**StewartcommercialservicesLA@Stewart.com**

**IF ANY DECLARATION, GOVERNING DOCUMENT (FOR EXAMPLE, COVENANT, CONDITION OR RESTRICTION) OR DEED IDENTIFIED AND/OR LINKED IN THIS TITLE PRODUCT CONTAINS ANY RESTRICTION BASED ON AGE, RACE COLOR, RELIGION, SEX, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, VETERAN OR MILITARY STATUS, GENETIC INFORMATION, NATIONAL ORIGIN, SOURCE OF INCOME AS DEFINED IN SUBDIVISION (p) OF SECTION 12955, OR ANCESTRY, THAT RESTRICTION VIOLATES STATE AND FEDERAL FAIR HOUSING LAWS AND IS VOID, AND MAY BE REMOVED PURSUANT TO SECTION 12956.2 OF THE GOVERNMENT CODE BY SUBMITTING A “RESTRICTIVE COVENANT MODIFICATION” FORM, TOGETHER WITH A COPY OF THE ATTACHED DOCUMENT WITH THE UNLAWFUL PROVISION REDACTED TO THE COUNTY RECORDER’S OFFICE. THE “RESTRICTIVE COVENANT MODIFICATION” FORM CAN BE OBTAINED FROM THE COUNTY RECORDER’S OFFICE AND MAY BE AVAILABLE ON ITS WEBSITE. THE FORM MAY ALSO BE AVAILABLE FROM THE PARTY THAT PROVIDED YOU WITH THIS DOCUMENT. LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.**

## **PRELIMINARY REPORT**

**The form of Policy of Title Insurance contemplated by this report is:**

- ☐ Standard Coverage Owner's Policy
- ☐ Extended Coverage Owner's Policy
- ☐ CLTA/ALTA Homeowner's Policy
- ☐ Standard Coverage Loan Policy
- ☐ Extended Coverage Loan Policy
- ☐ Short Form Residential Loan Policy
- ☒ Report Only

## **SCHEDULE A**

**The estate or interest in the land hereinafter described or referred to covered by this report is:**

Fee

**Title to said estate or interest at the date hereof is vested in:**

[City of Coachella, a Municipal Corporation](#)



## **LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Riverside, City of Coachella and described as follows:**

Being a portion of Parcel 1 and Parcel 2 of Parcel Map No. 17167, as shown by Map on File on January 23, 1981 in [Book 87 Page\(s\) 56](#), of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the Northeasterly corner of Tract Map 30498-1, recorded May 20, 2003 in [Book 334 Pages 40 through 53](#), also being the Southeast corner of said Parcel 1 of Parcel Map [17167](#), the true point of beginning; thence Westerly along the Northerly boundary said Tract Map [30498-1](#), North 89°46'37" West 1257.31 feet; thence along boundary said Tract Map [30498-1](#), South 64°50'46" West 101.81 feet; thence along boundary said Tract Map [30498-1](#), South 25°36'00" West 101.80 feet; thence leaving said boundary of Tract Map [30498-1](#) on line bearing South 58°08'10" West 127.57 feet to the beginning of a non-tangent curve, concaved Southwesterly, radial line bearing South 62°29'11" West, radius 70.00 feet; thence Northwesterly along said curve a distance of 19.93 feet, through a central angle of 16°18'52"; thence North 43°10'30" East 28.90 feet; thence North 00°13'23" East 100.20 feet; thence North 89°46'37" West 860.00 feet; thence North 80°18'55" West 65.39 feet, to the Southeast corner of well site, per City of Coachella Resolution 2003-32, by [Instrument 2003-422633](#) of Official Records; thence along Easterly side of said boundary of well site, North 00°13'56" East 100.00 feet; thence along Northerly boundary of said well site, North 89°42'07" West 100.17 feet, to Westerly boundary of said Parcel Map [17167](#), the Easterly right(s) of way of Van Buren Street; thence along Westerly boundary of said Parcel 1 of Parcel Map [17167](#), North 00°13'56" East 483.23 feet; thence leaving Westerly boundary of said Parcel 1 of Parcel Map [17167](#) on line bearing South 89°57'33" East 1881.64 feet; thence South 00°02'27" East 163.24 feet; thence South 89°57'33" East 412.83 feet, to the Easterly boundary of said Parcel 1 of Parcel Map [17167](#); thence along Easterly boundary of said Parcel 1 of Parcel Map [17167](#), South 36°07'59" East 142.34 feet; thence along Easterly boundary of said Parcel 1 of Parcel Map [17167](#) along a tangent curve, delta 16°58'14", radius 1000.00 feet, length 296.19 feet, to the true point of beginning.

APN: [603-220-051](#), [603-220-022](#), [603-220-046](#), [603-220-048](#)

APN: 603-220-051

(End of Legal Description)

**THE MAP ATTACHED THROUGH THE HYPERLINK ABOVE IS BEING PROVIDED AS A COURTESY AND FOR INFORMATION PURPOSES ONLY; THIS MAP SHOULD NOT BE RELIED UPON. FURTHERMORE, THE PARCELS SET OUT ON THIS MAP MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES. THERE WILL BE NO LIABILITY, RESPONSIBILITY OR INDEMNIFICATION RELATED TO ANY MATTERS CONCERNING THE CONTENTS OR ACCURACY OF THE MAP.**

## **SCHEDULE B**

**At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:**

### **Taxes:**

- A. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-051.
- B. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-022.
- C. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-046.
- D. General and special city and/or county taxes, bonds or assessments which may become due on the property, if, and when, title is no longer vested in a government or quasi-governmental agency. Parcel No: 603-220-048.
- E. Prior to recording, the final amount due for taxes must be confirmed with tax collector.
- F. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the revenue and taxation code of the State of California.
- G. Taxes and/or assessments affecting the land, if any, for Community Facility Districts including Mello Roos Districts which may exist by virtue of assessment maps or notices filed by said districts. Said taxes and/or assessments are typically collected with the County taxes; however, some districts may remove these taxes and/or assessment from the County taxes and assess and collect them separately.

### **Exceptions:**

- 1. Water rights, claims, or title to water, whether or not shown by the Public Records.
- 2. 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.
- 3. Any interests (including rights of the public) in and to any portion of the Land lying within roads, streets, alleys or highways.
- 4. Easement and rights incidental thereto for water pipeline to United States of America, as set forth in a document recorded July 19, 1949, in [Book 1095 Page 306](#), of Official Records.

Matters contained in a document entitled "United States Department of the Interior Bureau of Reclamation Boulder Canyon Project All-American Canal Project Coachella Branch - Quitclaim Deed and Release", recorded October 3, 2017, as [Instrument No. 2017-0410180](#), of Official Records.

Matters contained in a document entitled "United States Department of the Interior Bureau of

Reclamation Boulder Canyon Project All-American Canal Project Coachella Branch - Quitclaim Deed and Release", recorded July 31, 2018, as [Instrument No. 2018-0307549](#), of Official Records.

Matters contained in a document entitled "United States Department of the Interior Bureau of Reclamation Boulder Canyon Project All-American Canal Project Coachella Branch - Quitclaim Deed and Release", recorded July 31, 2018, as [Instrument No. 2018-0307550](#), of Official Records.

5. Easement and rights incidental thereto for power lines to Imperial Irrigation District, as set forth in a document recorded July 22, 1970, as [Instrument No. 70546](#), of Official Records.
6. Rights of the successor agency(ies) as to matters contained in the project plan recorded July 10, 2007, as [Instrument No. 2007-0449636](#), of Official Records.
7. Matters contained in a survey filed in [Book 136, Pages 90 and 91](#) of Records of Survey.
8. Matters contained in a document entitled "Deed Restriction", recorded December 14, 2011, as [Instrument No. 2011-0552701](#), of Official Records.
9. Matters contained in a document entitled "Water Quality Management Plan and Urban Runoff BMP Transfer, Access and Maintenance Agreement", recorded December 6, 2017, as [Instrument No. 2017-0512010](#), of Official Records.
10. Any trust, right, interest or claim that may exist, arise, or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §499a, et seq., or any similar state or federal law.
11. Rights or claims of parties in possession whether or not shown by the Public Records.
12. Any facts, rights, interests or claims which would be disclosed by an inspection of the land.

(End of Exceptions)

## **NOTES AND REQUIREMENTS**

A. N/A

## **CALIFORNIA "GOOD FUNDS" LAW**

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title Guaranty Company Commercial Services (Los Angeles) via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title Guaranty Company Commercial Services (Los Angeles). Stewart Title Guaranty Company Commercial Services (Los Angeles) may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title Guaranty Company Commercial Services (Los Angeles) shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title Guaranty Company Commercial Services (Los Angeles). Such benefits shall be deemed additional compensation to Stewart Title Guaranty Company Commercial Services (Los Angeles) for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

## EXHIBIT "A"

### LEGAL DESCRIPTION

Order No.: 23000111258  
Escrow No.: 23000111258

The land referred to herein is situated in the State of California, County of Riverside, City of Coachella and described as follows:

Being a portion of Parcel 1 and Parcel 2 of Parcel Map No. 17167, as shown by Map on File on January 23, 1981 in [Book 87 Page\(s\) 56](#), of Parcel Maps, Records of Riverside County, California, more particularly described as follows:

Beginning at the Northeasterly corner of Tract Map 30498-1, recorded May 20, 2003 in [Book 334 Pages 40 through 53](#), also being the Southeast corner of said Parcel 1 of Parcel Map [17167](#), the true point of beginning; thence Westerly along the Northerly boundary said Tract Map [30498-1](#), North 89°46'37" West 1257.31 feet; thence along boundary said Tract Map [30498-1](#), South 64°50'46" West 101.81 feet; thence along boundary said Tract Map [30498-1](#), South 25°36'00" West 101.80 feet; thence leaving said boundary of Tract Map [30498-1](#) on line bearing South 58°08'10" West 127.57 feet to the beginning of a non-tangent curve, concaved Southwesterly, radial line bearing South 62°29'11" West, radius 70.00 feet; thence Northwesterly along said curve a distance of 19.93 feet, through a central angle of 16°18'52"; thence North 43°10'30" East 28.90 feet; thence North 00°13'23" East 100.20 feet; thence North 89°46'37" West 860.00 feet; thence North 80°18'55" West 65.39 feet, to the Southeast corner of well site, per City of Coachella Resolution 2003-32, by [Instrument 2003-422633](#) of Official Records; thence along Easterly side of said boundary of well site, North 00°13'56" East 100.00 feet; thence along Northerly boundary of said well site, North 89°42'07" West 100.17 feet, to Westerly boundary of said Parcel Map [17167](#), the Easterly right(s) of way of Van Buren Street; thence along Westerly boundary of said Parcel 1 of Parcel Map [17167](#), North 00°13'56" East 483.23 feet; thence leaving Westerly boundary of said Parcel 1 of Parcel Map [17167](#) on line bearing South 89°57'33" East 1881.64 feet; thence South 00°02'27" East 163.24 feet; thence South 89°57'33" East 412.83 feet, to the Easterly boundary of said Parcel 1 of Parcel Map [17167](#); thence along Easterly boundary of said Parcel 1 of Parcel Map [17167](#), South 36°07'59" East 142.34 feet; thence along Easterly boundary of said Parcel 1 of Parcel Map [17167](#) along a tangent curve, delta 16°58'14", radius 1000.00 feet, length 296.19 feet, to the true point of beginning.

APN: [603-220-051](#), [603-220-022](#), [603-220-046](#), [603-220-048](#)

APN: 603-220-051

(End of Legal Description)

## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

Date: November 28, 2023

Escrow No.: 23000111258

Property: apn 603-220-051, Coachella, CA 92210

From: Stewart Title Guaranty Company - Commercial Services

This is to give you notice that Stewart Title Guaranty Company - Commercial Services ("Stewart Title") has a business relationship with Stewart Solutions, LLC, DBA – Stewart Specialty Insurance Services, LLC ("Stewart Insurance"). Stewart Information Services Corporation owns 100% of Stewart Insurance and Stewart Title of California. Because of this relationship, this referral may provide Stewart Title a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for purchase, sale, or refinance of the subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<b><i>Stewart Insurance Settlement Service</i></b>	<b><i>Charge or range of charges</i></b>
Hazard Insurance	\$400.00 to \$6,500.00
Home Warranty	\$255.00 to \$ 780.00
Natural Hazard Disclosure Report	\$ 42.50 to \$ 149.50



**[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 of 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)]

### 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)*

### **CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (07-01-2021)**

#### **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:

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*
Covered Risk 18:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*
Covered Risk 19:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*
Covered Risk 21:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*

**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:

	<b>Your Deductible Amount</b>	<b>Our Maximum Dollar Limit of Liability</b>
Covered Risk 16:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*
Covered Risk 18:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*
Covered Risk 19:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*
Covered Risk 21:	*% of Policy Amount Shown in Schedule A or \$* (whichever is less)	\$*

**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:

- any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
    - the occupancy, use, or enjoyment of the Land;
    - the character, dimensions, or location of any improvement on the Land;
    - the subdivision of land; or
    - environmental remediation or protection.
  - any governmental forfeiture, police, regulatory, or national security power.
  - 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.
- Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- Any defect, lien, encumbrance, adverse claim, or other matter:
  - created, suffered, assumed, or agreed to by the Insured Claimant;
  - 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;
  - resulting in no loss or damage to the Insured Claimant;
  - 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
  - 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.
- 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:
  - fraudulent conveyance or fraudulent transfer;
  - voidable transfer under the Uniform Voidable Transactions Act; or
  - preferential transfer:
    - 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
    - for any other reason not stated in Covered Risk 9.b.
- Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- 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.
- 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.

## 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.



**PROCEDURES TO ACCOMPANY THE  
RESTRICTIVE COVENANT MODIFICATION FORM**

The law prohibits unlawfully restrictive covenants based upon:

“...age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry... Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.”

As the individual holding or acquiring an interest in the property, you may elect to have any unlawfully restrictive covenants “removed”, which means “redacted.”

To have the unlawfully restrictive covenant removed, you may prepare and submit to the county recorder’s office, a “Restrictive Covenant Modification” form (RCM) together with a copy of the attached document with the unlawfully restrictive covenant redacted. This request must be submitted to the county recorder’s office and must include your return address so the county recorder can notify you of the action taken by the county counsel.

**NOTE: The RCM provided with your title product MAY NOT be the same form required by your county recorder’s office; please double check your county recorder’s office before completing this form.**

The process at the county recorder's office is as follows:

- The county recorder takes the RCM with the redacted document and the original document attached and submits it to the county counsel for review to determine if, from a legal standpoint, the language was an unlawfully restrictive covenant and thus the redacted version should be indexed and recorded.
- The county counsel shall inform the county recorder of his/her determination within a reasonable amount of time, not to exceed three months from the date of your request.
- If county counsel determined that the redacted language was unlawful then, once recorded, the redacted document is the only one that effects the property and this modified document has the same effective date as the original document.
- If county counsel determined that the redacted language was not unlawful then county counsel will return the RCM package to the county recorder and the county recorder will advise the requestor that same the request has been denied and the redacted document has not been recorded.
- The modification document shall be indexed in the same manner as the original document and shall contain a recording reference to the original document.

**RECORDING REQUESTED BY**

AND WHEN RECORDED MAIL TO

NAME

ADDRESS

CITY  
STATE & ZIP

TITLE ORDER NO.

ESCROW NO.

APN NO.

**RESTRICTIVE COVENANT MODIFICATION**

**(Unlawfully Restrictive Covenant Modification Pursuant to Government Code Section 12956.2)**

I(We)\_\_\_\_\_ have or are acquiring an ownership interest of record in the property located at \_\_\_\_\_ that is covered by the document described below.

The following reference document contains a restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in Section 12955 of the Government Code, or ancestry, that violates state and federal fair housing laws and is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive covenant as shown on page(s)\_\_\_ of the document recorded on \_\_\_\_\_ in book \_\_\_\_\_ and page \_\_\_\_\_ or instrument number \_\_\_\_\_ of the official records of the County of \_\_\_\_\_, State of California.

Attached hereto is a true, correct and complete copy of the document referenced above, with the unlawful restrictive covenant redacted.

This modification document shall be indexed in the same manner as the original document pursuant to subdivision (d) of Section 12956 of the Government.

The effective date of the terms and conditions of the modification document shall be the same as the effective date of the original document.

\_\_\_\_\_  
(Signature of Submitting Party)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature of Submitting Party)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_ County Counsel, or their designee, pursuant to Government Code Section 12956.2, hereby states that it has been determined that the original document referenced above \_\_\_\_\_ Does \_\_\_\_\_ Does Not contain an unlawful restriction and this modification may be recorded.

County Counsel  
By: \_\_\_\_\_

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

# STEWART INFORMATION SERVICES CORPORATION

Updated August 29, 2023

## GRAMM LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our" "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 your personal information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depend on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customer or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- k. Auditing for compliance with federal and state laws, rules and regulations.
- l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as an on going transaction or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

#### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- c. Stewart's affiliated and subsidiary companies.
- d. Parties involved in litigation and attorneys, as required by law.
- e. Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- f. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

#### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to [OptOut@stewart.com](mailto:OptOut@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

#### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

#### **Contact Information**

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270  
**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

## STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority owned subsidiary companies (collectively, "Stewart", "our" "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

- A. Identifiers.** A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
- B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).** A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.
- C. Protected classification characteristics under California or federal law.** Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.
- D. Commercial information.** Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- E. Internet or other similar network activity.** Browsing history, search history, information on a consumer's interaction with a website, application or advertisement.
- F. Geolocation data.** Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:
  - Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
  - Directly and indirectly from activity on Stewart's website or other applications.
  - From third parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.

- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information.

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

### **A. Your Consumer Rights and Choices Under CCPA and CPRA**

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

#### **i. Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

#### **ii. Deletion Request Rights**

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our

service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **iii. Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

### **iv. Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate personal information maintained about you.

### **v. Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below.

1. Emailing us at [OptOut@stewart.com](mailto:OptOut@stewart.com) or
2. <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.



Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you with a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPA Notice**

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

<https://www.stewart.com/en/privacy.html>

### **Contact Information**

Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056

# ACQUISITION BROCHURE

Coachella Valley Association of  
Governments  
(CVAG)

74199 El Paseo, Ste. 100  
Palm Desert, CA 92260  
(760) 346-1127

Dear Property Owner:

Our State and Federal Constitutions recognize the need for public agencies to purchase private property for public use. The Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (Uniform Act), or similar State Legislation and eminent domain law of the State of California authorize purchase of private property for public use and ensure that owners of real estate (real property) to be acquired are treated fairly and consistently.

This Brochure provides a brief summary of Coachella Valley Association of Governments ("Agency") acquisition procedures and various laws 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, technical legal definitions or any form of legal advice. Recipients of offer letters from the Agency should be aware that such laws and procedures are subject to change by future legislation and/or court decisions.

In the event the Agency decides to proceed with the proposed acquisition, the Agency's acquisition consultant will contact you.

## **TABLE OF CONTENTS**

	<b><u>PAGE</u></b>
WHY IS MY PROPERTY REQUIRED?	1
WHAT RIGHT DOES THE AGENCY HAVE TO ACQUIRE MY PROPERTY?	1
WHO MAKES THE DECISION TO BUY MY PROPERTY?	1
HOW WILL THE AGENCY DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?	1
WHAT IS FAIR MARKET VALUE?	1
HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?	2
WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?	2
ONCE THE AGENCY DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE AGENCY GIVE ME A WRITTEN PURCHASE OFFER?	2
WHAT IS IN THE AGENCY'S STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?	2
CAN I GET AN APPRAISAL?	3
MUST I ACCEPT THE AGENCY'S INITIAL OFFER?	3
MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?	3
IF I AGREE TO ACCEPT THE AGENCY'S OFFER, HOW SOON WILL I BE PAID?	4
WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER?	4
WHAT HAPPENS IF THE AGENCY CONDEMNS MY PROPERTY?	4
WHAT IS AN ORDER OF POSSESSION?	4
WILL I HAVE TO PAY ANY SETTLEMENT COSTS?	5
MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?	5
CAN THE AGENCY TAKE ONLY A PART OF MY PROPERTY?	6
WILL I HAVE TO PAY RENT TO THE AGENCY AFTER MY PROPERTY IS ACQUIRED?	6
HOW SOON MUST I MOVE?	6
AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?	6
I AM A VETERAN, HOW ABOUT MY GI LOAN?	7
MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?	7

## **WHY IS MY PROPERTY REQUIRED?**

The Coachella Valley Association of Governments ("CVAG" or "Agency"), has determined that your property may be required for the Arts & Music Line Street Improvement Project.

## **WHAT RIGHT DOES THE AGENCY HAVE TO ACQUIRE MY PROPERTY?**

Every public agency has certain powers that are necessary for it to operate effectively. For example, States have the power to levy taxes and the power to maintain order. Another power is the power to acquire private property for public purposes. This is known as the power of the eminent domain.

The rights of each of us are protected by the Fifth and Fourteenth Amendments of the U.S. Constitution, the State Constitution and eminent domain laws which guarantee that if a public agency takes private property it must pay "just compensation" to the owner.

Further, under the California Government Code and Title 25 of the California Code of Regulations, the owner has additional protections, some of which are explained in this brochure.

## **WHO MAKES THE DECISION TO BUY MY PROPERTY?**

The decision to acquire specific property for a public project usually involves many persons and many decisions. The final decision to proceed with a project is made by the Agency's Board of Directors after a thorough review that includes public hearings to obtain the views of interested citizens.

## **HOW WILL THE AGENCY DETERMINE HOW MUCH TO OFFER ME FOR MY PROPERTY?**

Before making you an offer, the Agency will obtain an appraisal of your property. A qualified, licensed, professional appraiser who is familiar with local property values will do the appraisal. The appraiser will inspect your property and state his or her professional opinion of its current fair market value in an appraisal report.

The Agency is required to offer you "just compensation" for your property. This amount cannot be less than the fair market value of your property, as determined by the Agency on the basis of its approved appraisal.

## **WHAT IS FAIR MARKET VALUE?**

The fair market value of real property being taken for a public project 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.

## **HOW DOES AN APPRAISER DETERMINE THE FAIR MARKET VALUE OF MY PROPERTY?**

Each parcel of real property is different and therefore no single formula can be devised to appraise all properties. Among the factors an appraiser typically considers in estimating the value of real property are:

- How it compares with similar properties in the area that have been sold recently.
- How much it would cost to reproduce the buildings and other structures, less any depreciation.
- How much rental income it could produce after expenses and how investors typically value that income.

## **WILL I HAVE A CHANCE TO TALK TO THE APPRAISER?**

**YES.** You must be contacted and given the opportunity to accompany the appraiser on the inspection of your property. You may then inform the appraiser of any special features that you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to insure that nothing of allowable value will be overlooked. If you prefer, you may designate a representative in writing for this purpose.

## **ONCE THE AGENCY DETERMINES THAT MY PROPERTY IS NECESSARY FOR A PUBLIC PROJECT, HOW SOON WILL THE AGENCY GIVE ME A WRITTEN PURCHASE OFFER?**

The timing of a purchase offer depends on the following factors:

- The amount of work required to appraise your property,
- The availability of funding; and
- Possible project delays caused by factors outside the control of the Agency.

Typically, when there are no funding issues or other project delay factors, you can expect a written purchase offer within 60 days of completion of the appraisal. The appraisal for business or industrial property can take several months to complete due to the much greater complexity involved.

The Agency will give you a written offer to acquire your property for the full amount determined to be just compensation, and it will do so promptly. Along with the offer you will receive a written statement explaining the basis for the determination of just compensation. The Agency will not initiate negotiations until the purchase offer is sent out and your receipt of the offer is acknowledged.

## **WHAT IS IN THE AGENCY'S STATEMENT OF THE BASIS FOR ITS DETERMINATION OF JUST COMPENSATION?**

The Agency's "statement of the basis for its determination of just compensation" will be provided to you with the written purchase offer. Among other things, this statement will include:

- The recognized definition of the term "fair market value" or the equivalent term.

- The date of valuation, highest and best use, and applicable zoning of property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer.
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- The amount of the offer.
- Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.
- An indication that the offer does not reflect any relocation payments or other relocation assistance that you may receive under other regulations.

### **CAN I GET MY OWN APPRAISAL?**

**YES.** Pursuant to the California Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Agency will pay for the actual reasonable costs up to \$5,000 subject to the following conditions;

- You may order your own independent appraisal. Should you enter into a contract with the selected appraiser, the Agency will not be a party to the contract.
- The selected appraiser you select must be licensed with the California State Office of Real Estate Appraisers (OREA).
- At the time the Agency makes its offer to you, it will offer to pay you the reasonable cost, not to exceed \$5,000 of the cost of your independent appraisal.
- Appraisal cost reimbursement requests must be made in writing and submitted to the Agency within ninety 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 appraisal contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the Agency concurrent with submission of the appraisal cost reimbursement request. All appraisal costs must be reasonable and justifiable.

### **MUST I ACCEPT THE AGENCY'S INITIAL OFFER?**

**NO.** You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The Agency will make reasonable efforts to consider and respond to your evidence and suggestions (including an appraisal). When fully justified by the available evidence of value, the Agency may make a revised offer.

### **MAY I HAVE SOMEONE REPRESENT ME DURING NEGOTIATIONS?**

**YES.** You may have an attorney or anyone else represent you during your negotiations with the Agency. If you choose to have representation during the negotiations, please so inform the Agency in writing. You will be responsible to pay the costs of any such representation.



## **IF I AGREE TO ACCEPT THE AGENCY'S OFFER, HOW SOON WILL I BE PAID?**

If you and the Agency reach an agreement for the purchase of your property by the Agency and your ownership (title) is clear, payment to you will be made at a mutually acceptable time. Generally, you can expect to be paid in about ninety (90) days after the Agency signs the Purchase Agreement. If the title evidence obtained by the Agency indicates that further action is necessary to show that your ownership is clear, you may be able to hasten the payment by helping the Agency to obtain the necessary proof. (Title evidence is a legal record of ownership of the property. It identifies the owners of record and lists the restrictive deed covenants and recorded mortgages, liens and other instruments affecting your ownership of the property.)

## **WHAT HAPPENS IF I DO NOT AGREE TO THE FINAL PURCHASE OFFER BY THE AGENCY?**

If you and the Agency are unable to reach an agreement through negotiations, the Agency will then either institute formal eminent domain (condemnation) proceedings to acquire the property or abandon its intention to acquire the property. In the latter case, the Agency will give you notice of its decision as provided by law.

## **WHAT HAPPENS IF THE AGENCY CONDEMNS MY PROPERTY?**

The power of eminent domain may only be exercised if: 1) the public interest and necessity require the project; 2) the project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and 3) the property sought to be acquired is necessary for the project. Eminent domain proceedings are often referred to as condemnation actions. The Agency may only file a condemnation action after the adoption of a Resolution of Necessity by its Board of Directors. Such resolution must be adopted at a public hearing, of which the owner(s) of the property will receive written notice at least 15 days in advance of the hearing. After the hearing, assuming need and necessity has been substantiated and determined, the Agency can file a condemnation suit.

During the condemnation action, you will be provided an opportunity to introduce your evidence as to the value of your property. The Agency will have the same right. After hearing the evidence of all parties, the court or a jury will determine the amount of just compensation to which you are entitled.

In the State of California, a property owner and the Agency have a constitutional right to have a jury determine the value of the property in question. If the owner and the Agency decide to waive their right to a jury trial, a judge can determine just compensation.

To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and an appraiser. However, the costs of these professional services and other costs that you incur in presenting your case to the court are your responsibility unless the court orders that you are to be reimbursed for your litigation expenses.

## **WHAT IS AN ORDER OF POSSESSION?**

An order of possession is a process within a condemnation action that allows the Agency to have the possession of your property prior to a negotiated settlement or an award of just compensation in

court. This procedure is used typically where the possession of your property is necessary to accomplish timely construction of the project for which your property is being acquired.

To obtain an order of possession, the Agency must deposit with the court an amount not less than its appraisal of the fair market value of the property. Ordinarily, the owner or lessees are then permitted to withdraw their share of this amount, **LESS** any amounts necessary to pay off any mortgage or other liens on the property and sums necessary to resolve any special ownership problems. A withdrawal of the deposit by the property owner results in a waiver by the owner of the right to challenge the Agency's authority to take the property, but does not waive the owners right to seek additional compensation. Early withdrawal of your share of the money will not affect your right to seek additional compensation for your property. Should the negotiated settlement or court award exceed the amount deposited by the Agency, you will be paid the difference plus any interest and costs as provided by law.

### **WILL I HAVE TO PAY ANY SETTLEMENT COSTS?**

If you and the Agency enter into an agreement for the Agency's purchase of your property, you will not be responsible for the reasonable and necessary costs of:

- Escrow fees and fees for other services typical in a real estate transaction, recording fees, transfer taxes and any similar expenses that are incidental to transfer ownership to the Agency.
- Penalty costs and other charges necessary to permit prepayment of an earlier recorded mortgage on the property that was entered into in good faith.
- Real property taxes covering the period after the Agency acquires your property.

Escrow or the Agency will identify these items in a Preliminary Closing Statement or equivalent to be given to you at the time of settlement. Ordinarily, if you have paid any of these expenses yourself, you will be repaid at that time. If you later discover other costs for which you should be repaid, you should request repayment from the Agency within six months after the acquisition. The Agency will assist you in processing your claim for these costs.

If there are loans or other liens and encumbrances against the property, you will be responsible for paying them from the purchase price being paid to you by the Agency.

### **MAY I KEEP ANY OF THE BUILDINGS OR OTHER IMPROVEMENTS ON MY PROPERTY?**

Sometimes improvements may exist on a property, which are not required by the Agency. If you wish to keep any of the improvements, please let your Acquisition Agent know. If you do arrange to keep any improvement(s), the Agency will deduct its salvage value from the purchase price you would otherwise receive. (The salvage value of an item is its probable selling price if offered for sale on the condition that the buyer will remove it at his or her own expense.) If you arrange to keep any improvement pertaining to the property, you will not be entitled to receive a relocation payment for the cost of moving it to a new location.

## **CAN THE AGENCY TAKE ONLY A PART OF MY PROPERTY?**

**YES.** But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value (offset by any special benefits accruing to the remainder resulting from the new public improvements). Also, under those circumstances, if any remaining part would have little or no utility or value to you, the Agency may offer to buy that remaining part if you so desire.

## **WILL I HAVE TO PAY RENT TO THE AGENCY AFTER MY PROPERTY IS ACQUIRED?**

If you (or your tenant) wish to remain in the property after acquisition for a short term or for a period subject to termination by the Agency on short notice, you will be required to sign a rental agreement or similar document. The rent will not exceed the lesser of the fair rental value of the property to a short-term occupier or the prorated portion of the fair rental value for a typical rental period.

However, the amount of rent to be paid by your or your tenant shall be within your financial means or your tenant's financial means, as the case may be.

## **HOW SOON MUST I MOVE?**

If you reach a voluntary agreement to sell your property, you cannot be required to move before you receive the agreed purchase price. In the case of a condemnation, you cannot be required to move before the estimated fair market value of the property has been deposited with the court so that you can withdraw your share.

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. You cannot be required to move without at least 90 days advance written notice of the date by which your move is required. In addition, if you are being displaced from your residence, a decent, safe and sanitary replacement property must be available before you can be required to move.

## **AM I ENTITLED TO RECOVER LOSS OF BUSINESS GOODWILL?**

The offer of compensation made by the Agency does not include any consideration for loss of business goodwill, which may be claimed by an owner of a business if one is being conducted on the property or on the remainder if the property being acquired is part of a larger parcel.

Code of Civil Procedure Section §1263.510 Loss of Goodwill Compensation Basis:

(a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for the loss of goodwill if the owner proves all of the following:

- (1) The loss is caused by the taking of the property or the injury to the remainder.
- (2) The loss cannot reasonably be prevented by relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

- (3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
- (4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.
- (b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage

### **I AM A VETERAN, HOW ABOUT MY GI LOAN?**

After your GI home mortgage loan has been repaid, you will be permitted to obtain another GI loan to purchase another property. Check on such arrangements with your nearest VA office.

### **MY PROPERTY IS WORTH MORE NOW THAN WHEN I BOUGHT IT. MUST I PAY CAPITAL GAINS TAX ON THE INCREASE?**

In most cases when the Agency acquires real property by condemnation or the threat of condemnation, the property owner may defer the payment of Federal capital gains taxes on profit from the sale under certain circumstances.

Internal Revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets" is available from the IRS. It explains how the Federal income tax would apply to a gain or loss resulting from the condemnation of real property or its sale under the threat of condemnation for public purposes.

To fully understand the income tax consequences relating to the condemnation of your property, you should consult with your personal tax advisor.

# 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)

**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. Direct any inquiries on information maintenance to the California High-Speed Rail Authority Records Staff at [iparecords@hsr.ca.gov](mailto:iparecords@hsr.ca.gov)

**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**

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. Direct any inquiries on information maintenance to the California High-Speed Rail Authority Records Staff at [iparecords@hsr.ca.gov](mailto:iparecords@hsr.ca.gov)

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

☐

Խոսողո՞ւմ ե՞սք նշողո՞ւմ կատարե՞ք այս քանակություն, եթե խոսողո՞ւմ կամ կարողո՞ւմ եք հայերեն:

2. Armenian

☐

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

3. Bengali

☐

ឈ្មោះបញ្ជាក់ក្នុងប្រអប់នេះ 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](http://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.	<b>1</b> 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.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) . . . . . <b>Note:</b> 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) _____	<b>4</b> 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.)
	<b>3b</b> 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"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

**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.

<b>Sign Here</b>	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](http://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	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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](http://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](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://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.