



Oregon Regional Office
10300 SW Greenburg Rd., Suite 370
Portland, OR 97223
(503) 213-3977
epicland.com

January 21, 2022

City of Sweet Home, Oregon, an Oregon
municipal corporation
1140 12th Ave.
Sweet Home, Oregon 97386

File No.:	9736-025
Grantor:	City of Sweet Home, Oregon, an Oregon municipal corporation
Section:	US20/OR228 curb ramps (Sweet Home)
Highway:	016 - SANTIAM
County:	Linn
FAP No.:	SA00(409)e.d.12/31/24

RE: File 9736-025, 1470 1st Ave., Sweet Home, OR 97386

Dear Property Owner:

Epic Land Solutions, Inc. has been hired by the Oregon Department of Transportation to assist with obtaining the right of way interest needed to construct the above referenced project. Enclosed is the State's Offer for your consideration. If you accept the State's Offer, the following documents require execution as noted below and returned to my attention in order to process the closing paperwork and issue payment:

- ☒ **Terms of State's Offer** – This document must be signed and dated by authorized signor(s).
- ☒ **Permanent Easement** – This document must be signed in the presence of a notary public.
- ☒ **Taxpayer Identification Form W-9** – Due to IRS requirements, this form is required for the State to issue payment in the name of Grantor. Please complete the form with the appropriate information (including the address for the check to be sent to) and sign where indicated.
- ☒ **Signing Authority Documentation** – Provide authorization for transaction and documentation indicating who has authority to sign on behalf of the City of Sweet Home.
- ☒ **Grantors' Obligation(s) Agreement** – This document must be signed and dated by authorized signor(s).

Please send executed documents, as well as any supporting documentation that you wish to send in advance, to my attention as follows:



Epic Land Solutions

Attn: Jessie Medina
10300 SW Greenburg Rd., Suite 370
Portland, OR 97223

If you have any questions or concerns, please feel free to contact me directly at 503-213-3973 or by email at jmedina@epicland.com. Thank you for your cooperation in this matter.

Sincerely,



Jessie Medina
Right of Way Agent, Epic Land Solutions, Inc.
Contractor for the Oregon Department of Transportation

Enclosures:

- Owner Offer Letter
- Relocation Benefit Summary
- Acquisition Summary Statement
- Permanent Easement with Exhibit
- Terms of State's Offer
- Grantors' Obligation(s) Agreement
- Sketch Map
- Appraisal
- Preliminary Title Report
- Brochure: "Acquiring Land of Highways & Public Projects"
- Brochure: "Moving Because of Highway or Public Projects"
- W-9
- Self-Addressed Stamped Envelope
- Business Card



Oregon

Kate Brown, Governor

Department of Transportation

Region 2 Right of Way
455 Airport Road SE, Building A
Salem, OR 97301-5397
Phone: (503) 986-2601
Fax: (503) 986-2622
Toll Free: (888) 769-7342

January 21, 2022

City of Sweet Home, Oregon, an Oregon
municipal corporation
1140 12th Ave
Sweet Home, Oregon 97386

File No.:	9736-025
Grantor:	City of Sweet Home, Oregon, an Oregon municipal corporation
Section:	US20/OR228 curb ramps (Sweet Home)
Highway:	016 - SANTIAM
County:	Linn
FAP No.:	SA00(409)e.d.12/31/24

The Oregon Department of Transportation (ODOT) plans to proceed with the US20/OR228 curb ramps (Sweet Home) project. As part of this project, we need to acquire a permanent easement for highway right of way and a temporary easement for work area from your property. A determination of just compensation for the needed portion of your property has been made by a qualified appraiser based on market information. This compensation amount is outlined in the attached "**Acquisition Summary Statement.**" This offer is accompanied by either the written appraisal or written explanation of the bases and method by which the valuation was made.

Oregon law provides a **minimum** 40 days from the date of this initial written offer for you, the owner, to consider accepting or rejecting it. You may choose to accept or reject the offer at any time prior to the expiration of the 40-day period. If no attempt has been made to resolve issues and the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected. The 40-day provision does not apply when an emergency has been declared by the road authority.

The enclosed Acquisition document(s) and "Terms of State's Offer" cover the terms of our proposed real property agreement. Please read these documents carefully and, if acceptable, sign where indicated. The Acquisition documents must be notarized. Return these signed documents to this office. After the Right of Way Manager accepts the Acquisition document(s) and related agreements, you will receive notification of that acceptance and payment will follow.

The State will pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the compensation in order to provide sufficient title to the state. Taxes will be prorated as of the date of possession or transfer of title, whichever is earlier.

You have the right to donate the property if you wish. Should you desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

RELOCATION BENEFITS

For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

ODOT has hired a consulting firm to assist in the right of way acquisition process. ODOT's agent, Jessie Medina, of Epic Land Solutions, Inc., will be working directly with you and is available at (503) 213-3973. Jessie Medina is also prepared to meet with you at your convenience and will be available to assist you and work with you throughout the process.

Thank you for your time and timely attention to this matter. We look forward to working closely with you through successful completion of the acquisition process.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Thiessen', with a stylized, flowing script.

David Thiessen

Region 2 Right of Way / Utility Manager

DT:JM

ACQUISITION SUMMARY STATEMENT

January 21, 2022

File No.:	9736-025
Grantor:	City of Sweet Home, Oregon, an Oregon municipal corporation
Section:	US20/OR228 curb ramps (Sweet Home)
Highway:	016 - SANTIAM
County:	Linn
FAP No.:	SA00(409)e.d.12/31/24

Valuation	Comment	Value
Land:	Permanent Easement: Highway Right of Way Purposes, Temporary Easement: Work Area	\$458
Improvements:	Lawn, Landscaped Area with Ground Cover Plants and Irrigation	\$642
Other:	None	\$0
Damages:	Cut, Cap and Replace Irrigation	\$1,000
TOTAL JUST COMPENSATION:		\$2,100

Uneconomic Remainder:	None	\$0
Fencing Allowance:	None	\$0

LAND ACQUIRED:		
Parcel #	Rights to be Acquired	Area of Taking
Parcel 1	Permanent Easement: Highway Right of Way Purposes	133 Sq Ft
Parcel 2	Temporary Easement: Work Area	347 Sq Ft

NOTICE TO VACATE:

The State will not require you to vacate the property being acquired earlier than 90 days following this letter or within 30 days after payment (less deposits) whichever is later. You will be given the specific date to vacate the area acquired, when payment is made to you.

THE FOLLOWING SEPARATELY-HELD OWNERSHIP INTERESTS ARE NOT INCLUDED IN THE TOTAL JUST COMPENSATION:

APPRAISAL INFORMATION:	
Appraisal/Valuation By:	Bruce Cuff
Date of Valuation:	November 9, 2021
Value:	\$2,100
Date Written:	December 6, 2021

January 21, 2022

Benefit Determination For:

City of Sweet Home, Oregon, an Oregon
municipal corporation

File No.:	9736-025
Grantor:	City of Sweet Home, Oregon, an Oregon municipal corporation
Section:	US20/OR228 curb ramps (Sweet Home)
Highway:	016 - SANTIAM
County:	Linn
FAP No.:	SA00(409)e.d.12/31/24

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the booklet, *Your Rights and Benefits as a Displaced Person***, for additional information concerning this assistance.

- ☐ **RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
- ☐ **SEARCH EXPENSES** in locating a new site, not to exceed \$2,500. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
- ☐ **ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
- ☐ **MOVING COST - BASED ON ESTIMATES:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
- ☐ **COMMERCIAL MOVE COST:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
- ☐ **REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$25,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
- ☐ **FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$40,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
- ☒ **YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
- ☒ **RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 60 days of this notification.

PERMANENT EASEMENT

CITY OF SWEET HOME, OREGON, an Oregon municipal corporation, Grantor, for the true and actual consideration of **\$2,100.00**, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a permanent easement to construct, reconstruct, repair, and maintain a public highway and its appurtenances and facilities, and also to construct and maintain water, gas, electric and communication service lines, fixtures and facilities, and appurtenances therefore, upon, over, under and across the property described as **Parcel 1 on Exhibit "A" dated 8/11/2021** attached hereto and by this reference made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary easement for a work area for construction purposes over and across the property described as **Parcel 2 on Exhibit "A" dated 8/11/2021**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate two (2) years from the date hereof or upon completion of the State of Oregon Department of Transportation's construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described Parcel 2, except as stated herein, nor prevent Grantor from the use of said property; provided, however, that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

AFTER RECORDING RETURN TO:
OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY SECTION
4040 FAIRVIEW INDUSTRIAL DRIVE SE MS#2
SALEM OR 97302-1142

Map and Tax Lot #: 13S01E31BC-701

Property Address: 1470 1st Ave.
Sweet Home, OR 97386

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon the State of Oregon Department of Transportation, unless and until accepted and approved by the recording of this document.

Dated this ____ day of _____, 20____.

APPROVED AS TO FORM:

**CITY OF SWEET HOME, OREGON,
an Oregon municipal corporation**

By _____

By _____
Mayor

By _____
Auditor

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared _____ and _____,
who, being sworn, stated that they are the Mayor and Auditor of the City of Sweet Home, Oregon, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Ordinance No. _____, passed by the Council of said City on the ____ day of _____, 20____.

Notary Public for Oregon
My Commission expires _____

Accepted on behalf of the Oregon Department of Transportation

Parcel 1 – Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in the Lowell Ames, Sr. D.L.C. No. 48, Township 13 South, Range 1 East, W.M., Linn County, Oregon and being a portion of that property described in that Deed to the City of Sweet Home, recorded May 14, 1970 in Book 349, Page 119 of Linn County Records; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the "N1" center line of the Santiam Highway, which center line is more particularly described as follows:

Beginning at Engineer's center line Station "N1" 1475+52.00, said station being South 76°40'21" West 330.83 feet from the Northwest corner of the Lowell Ames Jr. D.L.C. No. 47, Township 13 South, Range 1 East, W.M.; thence South 56°04'45" East 747.29 feet; thence on a spiral curve left (the long chord of which bears South 58°48'04" East 749.32 feet) 750.00 feet; thence on a 2,630.81 foot radius curve left (the long chord of which bears South 71°31'28" East 666.57 feet) 668.37 feet; thence on a 5,745.24 foot radius curve left (the long chord of which bears South 80°08'08" East 267.31 feet) 267.34 feet; thence on a 1,435.73 foot radius curve left (the long chord of which bears South 84°52'47" East 170.85 feet) 170.95 feet to Engineer's center line Station "N1" 1501+55.95.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southerly Side of Center Line
"N1" 1476+73.00		"N1" 1477+03.00	55.00 in a straight line to 101.00
"N2" 1477+03.00		"N2" 1477+21.00	101.00

Bearings are based upon Oregon Coordinate Reference System (OCRS), Salem Zone, NAD83, (2011) Epoch 2010.

This parcel of land contains 133 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (2 years or duration of Project, whichever is sooner)

A parcel of land lying in the Lowell Ames, Sr. D.L.C. No. 48, Township 13 South, Range 1 East, W.M., Linn County, Oregon and being a portion of that property described in that Deed to the City of Sweet Home, recorded May 14, 1970 in Book 349, Page 119 of Linn County Records; said parcel being that portion of said property lying Southeasterly of a line at right angles to the "N1" center line of the Santiam Highway at Engineer's Station "N1" 1476+77.00 and lying between lines parallel with and 76.00 feet Southwesterly and 97.00 feet Southwesterly of said "N1" center line, which center line is more particularly described in Parcel 1.

EXCEPT therefrom Parcel 1.

This parcel of land contains 347 square feet, more or less.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

**OREGON
JANUARY 10, 2017
RALPH H. MORGAN III
91619**

RENEWS: 12-31-2022

NW¼ SEC 31, T13S, R 1E, W.M.

N

N1" 1475+00

N1" 1475+52.00 P.T.

Santiam Highway 016 (US 20)

S 56°04'

Temp. Ease. -
Work Area

② 347 ft²±

Perm. Ease. -
Hwy R/W

① 133 ft²±

City of
Sweet Home
MF 349-119
8,276 ft² ± Rem.
13S01E31BC-0701

1st Avenue

ACTIVE DRAWING

THIS DRAWING SHOWS THE PROPOSED
R/W NEEDED TO BE ACQUIRED TO
SUPPORT THE PROJECT DESIGN

SUBJECT TO CHANGE

OREGON DEPARTMENT OF TRANSPORTATION



**RIGHT OF WAY
ENGINEERING
SKETCH MAP**

SECTION

OR228 & US20 REGION 2 ADA (SWEET HOME)

HIGHWAY

SANTIAM HIGHWAY (016)

SCALE

1" = 50'

COUNTY

LINN COUNTY

FILE

9736025

DATE

AUGUST 2021

SEE DRAWING RW9736M

TERMS OF STATE'S OFFER

THE STATE'S OFFER IS AS DESCRIBED IN THE ENCLOSED ACQUISITION SUMMARY STATEMENT AND ACQUISITION DOCUMENT(S) AND INCLUDES THE FOLLOWING ADDITIONAL TERMS:

1. The State will pay recording costs, title insurance premiums, and all other normal costs of sale.
2. Outstanding encumbrances, including taxes and other interests, may need to be paid out of the just compensation in order to provide sufficient title to the State.
3. Pursuant to ORS 311.412-311.414, the State will pay the taxes proportional to the part of the property acquired and prorated as of the date of the acquisition.
4. As part of this acquisition for this Project, the State will require the following actions:

A. **Bonds.** The State and all subcontractors shall maintain a public works bond in full force and effect, as required by Oregon statutes, and shall obtain the mandatory insurance coverage required by the construction contract. The contractor shall verify subcontractors have filed a public works bond and required insurance certificates before the subcontractor begins work. All construction shall be completed in conformance with standard engineering and construction practices.

B. **Utilities.** (Check appropriate box)

☒ There will be no changes to public utilities to the property.

☐ Public utilities will be reconnected to improvements on the remainder property, except for the following:

NA.

☐ Public utilities will be made available within the right-of-way adjacent to the remainder property, except for the following: **NA.**

☐ Public utilities will not be available to the remainder property in the after.

If a public utility on the property is not reconnected, just compensation (payment) is provided.

C. **Access.** (Check appropriate box)

☒ Access to the remainder property will remain the same.

☐ There will be no access to the remainder property.

☐ Access to the remainder property will remain the same, except for the following access:

Access #1 located at: **NA**, is modified, relocated or closed as a result of:

☐ the access modification letter dated: **NA**(attached)

☐ this Project as follows: **NA.**

Access #2 located at: **NA**, is modified, relocated or closed as a result of:

☐ the access modification letter dated: **NA**(attached)

☐this Project as follows: **NA**.

Access #3 located at: **NA**, is modified, relocated or closed as a result of:

☐the access modification letter dated: **NA**(attached)

☐this Project as follows: **NA**.

After construction of the project, if any access to the property has been modified, relocated or closed, other than a reservation(s) of access noted in the acquisition document(s), the altered access shall be public access; said access before and after the Project is subject to the government's police powers.

The following access, **NA**, to be removed or modified as part of the project, shall remain open for access to the remainder property until the Project has completed construction of the new access as described above.

Access to the property shall remain open during construction with at least one lane for vehicle traffic, except for minimal closures (up to 2 hours) that are reasonably necessary pursuant to the Oregon Standard Specifications for Construction, Volume 2, Chapter 00220.02.

D. Improvements.

Private improvements in any easement areas shall be protected in place, or returned to a same or similar condition, except for the following: **lawn, landscaped area with ground cover plants and irrigation.**

Any sidewalks in the acquisition area, that are impacted by the Project, will be reconnected to preexisting sidewalks, except at the following locations: **NA**.

E. Fencing on the Property.

☒Will not be affected.

☐Will be replaced as follows: **NA**.

☐Will not be replaced.

F. Other terms of offer:

Temporary Easement for Work Area: The State will not occupy the Temporary Easement more than two (2) years with a one year period of active use. The State will protect or replace in kind the concrete sidewalk, sign, and bridge fencing.

5. To accept this offer, each of the persons listed on the attached signature page must (i) sign and return this document; and (ii) sign, notarize and deliver to ODOT all of the necessary acquisition document(s), in an original and unaltered form sufficient for transferring title and recording in the appropriate county recorder's office.

6. If this offer is addressed to multiple persons, it is a joint offer to all of those persons and must be accepted by all of the persons listed (or provide evidence showing any non-accepting persons do not have an interest in the property). If accepted, the just compensation in a joint offer may be apportioned among the persons listed in any mutually agreed upon manner.
7. The persons executing this offer each warrant and represent that they have authority to act for and bind their respective party with respect to the transfer of the real property interests that are the subject of this offer.
8. The "Terms of State's Offer" may be signed in counterparts. Once the signature of each person as set forth on the attached signature page has been affixed to one or more counterparts and returned to ODOT, this document shall be deemed fully executed as if all of the signatures were contained in a single document.
9. The Terms of State's Offer does not apply to any uneconomic remainder as identified in the appraisal.

[\[See attached Signature page\]](#)

GRANTORS' OBLIGATION(S) AGREEMENT

January 4, 2022

File No.:	9736-025
Grantor:	City of Sweet Home, Oregon, an Oregon municipal corporation
Section:	US20/OR228 curb ramps (Sweet Home)
Highway:	016 - SANTIAM
County:	Linn
FAP No.:	SA00(409)e.d.12/31/24

Grantors agree to do the following at their own cost and expense:

- Grantor to cut and cap the irrigation system by April 4, 2022.

City of Sweet Home, Oregon, an Oregon municipal corporation

Date

Request for Taxpayer Identification Number and Certification

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

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. 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).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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 his or her 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 his or her 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 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 under 4 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.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** 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.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 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 in 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 possession, 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 possession
- 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
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed 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 possession, 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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ADA ONLY
ADMINISTRATIVE DETERMINATION OF JUST COMPENSATION

File Number: 9736-025

Owner:	<u>City of Sweet Home</u>
Key Number:	<u>K22391</u>
Project Name:	<u>US20/OR228 curb ramps</u> <u>(Sweet Home)</u>
Date of Description:	<u>08/11/2021</u>
Date of Inspection:	<u>11/09/2021</u>
Date of Valuation:	<u>11/09/2021</u>

The Proposed Project:

The US20/OR228 curb ramps (Sweet Home) project will construct curb ramps to meet compliance with the Americans with Disabilities Act (ADA) standards. Currently, throughout the limits of the project, the majority of the curb ramps in Sweet Home are non-compliant. The project will improve mobility for pedestrians by bringing up to standard non-compliant ramps.

The project duration is one year with construction set to begin in 2022. Temporary Easement terms acquired are for two years or the length of the project, whichever comes first, to allow for construction flexibility and schedule changes. Actual occupation will be less than a total of one year.

Brief Description of the Subject including Access:

The subject is a vacant parcel that is a landscaped area with Entering Sweet Home sign, located at 1470 1st Avenue, Sweet Home, OR 97386.

The larger parcel defines the area to be considered in the appraisal for purposes of finding comparable market transactions. This is the parcel or grouping of parcels that share the same ownership, use and are contiguous. In this case the larger parcel consists of tax lots: 13S01E31BD 00701, 00702, & 00703. The tax lots meet the criteria to be considered a part of the larger parcel as they have the same ownership, the same use, and are contiguous.

This parcel is approximately 0.97 acres and zoned R1 (low density residential). Access to the subject property is from 1st Avenue or Osage Street. Access will not be impacted by the project.

Highest and Best Use:

This parcels highest and best use is the use that is physically possible, legally allowable, financially feasible and returns the highest rate of return to the owner. Highest and best use is established as if the land was vacant without improvements for the purpose of this valuation.

Based on this information the highest and best use of the subject is residential for purposes of this valuation.

Description of Acquisition:

The acquisition is for a Permanent Easement for Highway Right of Way purposes and a Temporary Easement for Work Area. The permanent easement area is needed for the construction of ADA curb ramps. The temporary easement area will be used to allow construction access to aid in setting forms and for work area to complete ADA curb ramp construction. Access to the local city street and/or the highway will remain the same.

Parcel 1: 133 sq. ft. Permanent Easement: Highway Right of Way Purposes. See Sketch map for location.

Parcel 2: 347 sq. ft. Temporary Easement for Work Area (2 years or duration of Project, whichever is sooner). See Sketch map for location.

Valuation of Land/Acquisition:

A reviewed sales book was completed for this project and reviewed on 11/08/2021. The most comparable sales were reviewed ResDev5 and ResDev6. The most likely selling unit of this parcel is per lot. Residential parcels sell on the market on a per lot basis and minor variations in square footage of the lot does not affect the overall selling price. Based upon the most probable unit of value being per lot, the most comparable sales were reviewed and the price per square foot value used for this valuation is \$2.37 per sq. ft. (\$100,000 per lot divided by 42,253 sq. ft. in the lot for \$2.37 per square foot.)

The ODOT standard for valuing Permanent Easement for Highway Right of Way purposes for ADA Projects only, is to value them at 95% of fee value. The value of the Permanent Easement for Highway Right of Way purposes for this valuation is \$2.26 / sq. ft.

All Temporary Easements for Work Area should be valued by applying a rate of return to the acquisition area. The ODOT standard for valuing Temporary Easements for Work Area for ADA projects only, is to apply a 4% rate of return. The parcel is therefore valued at 4% for 2 years. (4% times 2) times \$2.37 per square foot results in a price per square foot value for the temporary easement of \$0.19.

Valuation of Improvements:

Improvement that add value within the acquisition area include approximately 200 sq. ft. of lawn and landscaped area with ground cover plants (\$3.21 / sq. ft.) and irrigation (covered in landscaped area costs).

The landscaped area estimate is based on total acquisition area of 480 sq. ft. less approximately 280 sq. ft. of sidewalk. Improvements to be preserved and protected, or replaced in kind includes concrete sidewalk, sign and bridge fencing. (The value of the compensable improvements was estimated utilizing the Marshall Valuation Service Section 66, Pages 1-9.)

No personal property was in the acquisition area at the time of inspection.

Damages or Cost to Cure:

A cost to cure has been applied to cut and cap the system and to replace the irrigation outside of the permanent easement area. For ADA projects only, the ODOT standard cost to cure for impacts to irrigation is \$1,000.

Land: Project Sales Book Available Upon Request

<u>Parcel</u>	<u>Area</u>	<u>\$/Unit</u>	
Parcel 1: Permanent Easement for Hwy ROW purposes	133 sq. ft.	\$ 2.26	\$ 301
Parcel 2: Temporary easement for work area	347 sq. ft.	\$ 0.19	\$ 66
Total Land			\$ 367

Improvements: (List – see improvements section for details)

Improvements within the acquisition that add value: \$ 642

- Landscaped area (200 sq. ft. X \$3.21 / sq. ft.)

Improvements within the acquisition to be replaced in like kind: \$-0-

- Concrete Sidewalk, if damaged
- Bridge Fencing, if damaged
- Sign, may be relocated.

Total Improvements \$ 642

Personal Property: (List)

No personal property was in the acquisition area at the time of inspection.

Cost to Cure/Damages: \$ 1000

Total Value (land, improvements and damages and/or cost to cure): \$ 2,009

Estimate of **Fair Market Value** (rounded): \$ 2,100

Brian A. Cuff

Admin Preparer

12/06/2021

(Date)

Inspected on 11/09/21

Attachments: Photo Sheet, Legal Description, Sketch Map, Construction plan sheet

Photo Record of Subject Property

Address: 1470 1st Street Sweet Home OR 97386

File No.: 9736-025

Map & Tax lots: 13S01E31BD 00701, 00702, & 00703

Date Pictures Taken: 11/09/2021







Parcel 1 – Permanent Easement for Highway Right of Way Purposes

A parcel of land lying in the Lowell Ames, Sr. D.L.C. No. 48, Township 13 South, Range 1 East, W.M., Linn County, Oregon and being a portion of that property described in that Deed to the City of Sweet Home, recorded May 14, 1970 in Book 349, Page 119 of Linn County Records; said parcel being that portion of said property included in a strip of land variable in width, lying on the Southerly side of the "N1" center line of the Santiam Highway, which center line is more particularly described as follows:

Beginning at Engineer's center line Station "N1" 1475+52.00, said station being South 76°40'21" West 330.83 feet from the Northwest corner of the Lowell Ames Jr. D.L.C. No. 47, Township 13 South, Range 1 East, W.M.; thence South 56°04'45" East 747.29 feet; thence on a spiral curve left (the long chord of which bears South 58°48'04" East 749.32 feet) 750.00 feet; thence on a 2,630.81 foot radius curve left (the long chord of which bears South 71°31'28" East 666.57 feet) 668.37 feet; thence on a 5,745.24 foot radius curve left (the long chord of which bears South 80°08'08" East 267.31 feet) 267.34 feet; thence on a 1,435.73 foot radius curve left (the long chord of which bears South 84°52'47" East 170.85 feet) 170.95 feet to Engineer's center line Station "N1" 1501+55.95.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Southerly Side of Center Line
"N1" 1476+73.00		"N1" 1477+03.00	55.00 in a straight line to 101.00
"N2" 1477+03.00		"N2" 1477+21.00	101.00

Bearings are based upon Oregon Coordinate Reference System (OCRS), Salem Zone, NAD83, (2011) Epoch 2010.

This parcel of land contains 133 square feet, more or less.

Parcel 2 – Temporary Easement for Work Area (2 years or duration of Project, whichever is sooner)

A parcel of land lying in the Lowell Ames, Sr. D.L.C. No. 48, Township 13 South, Range 1 East, W.M., Linn County, Oregon and being a portion of that property described in that Deed to the City of Sweet Home, recorded May 14, 1970 in Book 349, Page 119 of Linn County Records; said parcel being that portion of said property lying Southeasterly of a line at right angles to the "N1" center line of the Santiam Highway at Engineer's Station "N1" 1476+77.00 and lying between lines parallel with and 76.00 feet Southwesterly and 97.00 feet Southwesterly of said "N1" center line, which center line is more particularly described in Parcel 1.

EXCEPT therefrom Parcel 1.

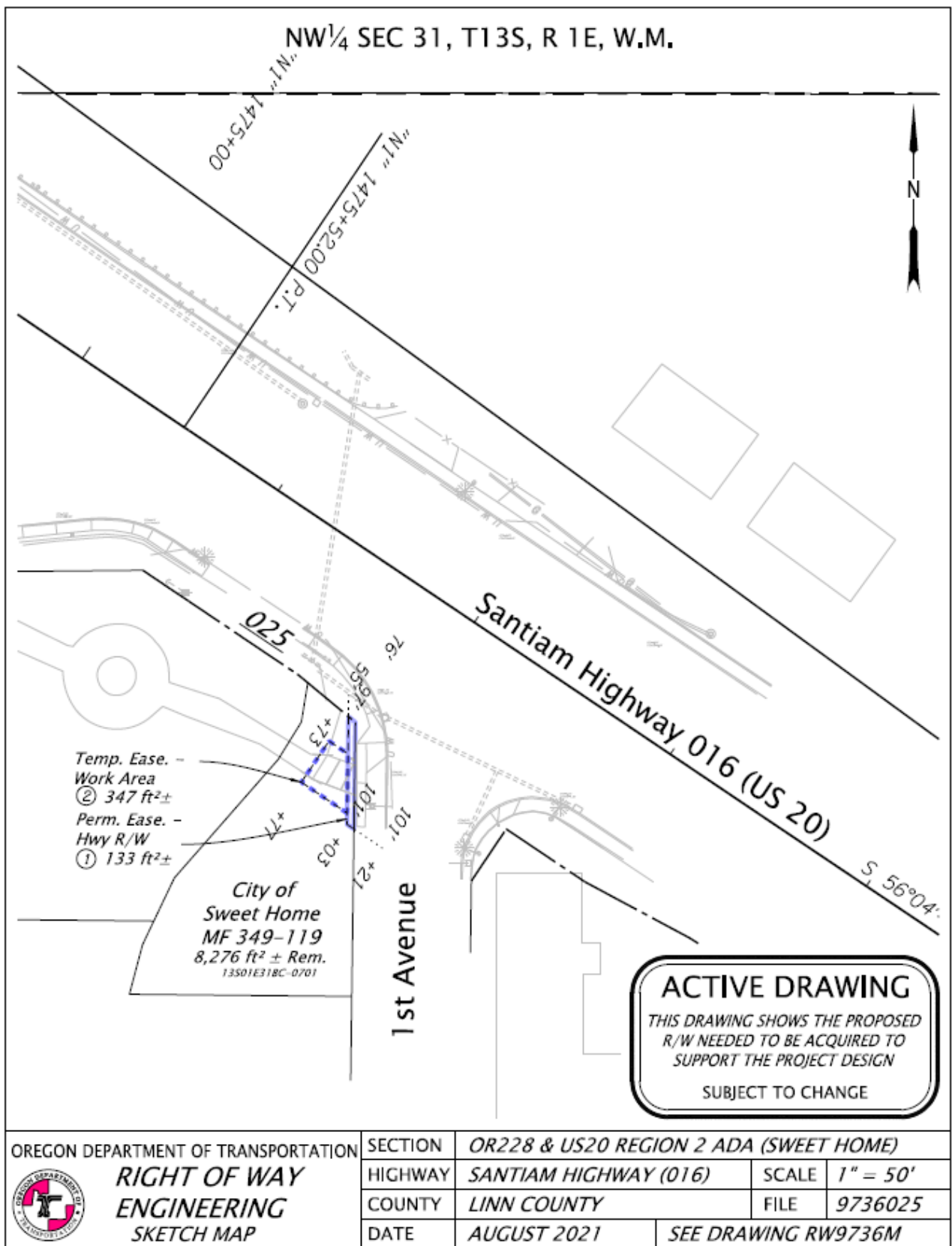
This parcel of land contains 347 square feet, more or less.

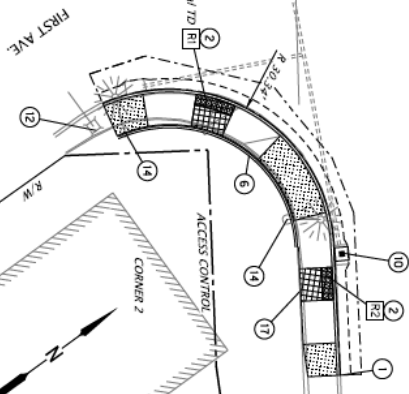
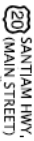
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Digitally Signed Aug 11 2021 3:17 PM

OREGON
JANUARY 10, 2017
RALPH H. MORGAN III
91619

RENEWS: 12-31-2022





- General Notes:**

Right-of-Way delays or access delays – 2
See 00180.65.

Scale: 1"=20'



REGISTERED PROFESSIONAL ENGINEER
#823999PE

REMARKS: 06-30-2022

DATE: 06-30-2022



DAVID EVANS AND ASSOCIATES INC.
7500 Center Street N.E. Suite 605
Seattle, Oregon 98105
Phone: (509) 251-0500

US20 / OR228 CURB RAMPS (SWEET HOME) PROJECT
HALSEY/SWEET HOME & SANTIAM HWYS.
LINN COUNTY

Contract: Strawberry Hill
Owner: Alan Wilder

Estimator: Tony Minkler
Checker: Paul Thompson

GENERAL CONSTRUCTION

SHEET NO. C13

Preliminary Report

Fidelity National Title - Oregon
1433 SW 6th Ave, Portland, OR 97201

File No.: 60222105916

Property Address: 1470 1st Avenue, Sweet Home, OR 97386

Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Fidelity National Title LiveLOOK report, Click Here](#)



Effortless, Efficient, Compliant, and Accessible



Fidelity National Title*
Company of Oregon

PRELIMINARY REPORT

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

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

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

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

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

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Randall S. Flynn Jr.



Fidelity National Title®

Company of Oregon

1433 SW 6th Ave, Portland, OR 97201
(503)646-4444 FAX (877)334-2996

PRELIMINARY REPORT

TITLE OFFICER: Tina Turner
tina.turner@titlegroup.fntg.com

ORDER NO.: 60222105916

TO: Epic Land Solutions, Inc
Kim Scott
10300 SW Greenburg Road, Suite 370
Portland, OR 97223

OWNER/SELLER: City of Sweet Home

BUYER/BORROWER: TBD

PROPERTY ADDRESS: 1470 1st Avenue, Sweet Home, OR 97386

EFFECTIVE DATE: June 14, 2021, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2006	\$ TBD	\$ TBD
Other Title Fees		\$ 250.00

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

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

City of Sweet Home, Oregon, an Oregon municipal corporation

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF SWEET HOME, COUNTY OF LINN, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

A tract of land in Section 31, Township 13 South, Range 1 East of the Willamette Meridian, City of Sweet Home, Linn County, Oregon, described as follows:

Beginning in the center of a creek which is South 0°22' West 384.5 feet and North 89°01'30" 345.45 feet from the Northeast corner of the Lowell Ames, Sr. Donation Land Claim No. 48, Township 13 South, Range 1 East; thence South 89°01'30" East 95.7 feet to the West right of way line of 1st Avenue; thence North 0°25' East 128.07 feet, along the said West right of way line of 1st Avenue, to the South right of way line of O Street; thence North 53°23' West 23.22 feet, along the Southerly right of way line of said O Street to the centerline of creek; thence, along the centerline of said creek, as follows: South 9°48' West 26 feet; South 32°15' West 18.7 feet; South 41°38' West 66.6 feet; South 25°32' West 31.3 feet; South 15°25' West 21.7 feet to the point of beginning.

SAVE AND EXCEPT that portion conveyed to the State of Oregon, by and through its Department of Transportation, by deed recorded August 18, 1975, Volume 113, Page 470.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

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 by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: [247698](#)

Map No.: 13S01E31BC00701

7. City Liens, if any, in favor of the City of Sweet Home.
8. Rights of the public to any portion of the Land lying within streets, roads and highways.
9. Rights of the public, riparian owners and governmental bodies as to the use of the waters of an unnamed creek and the natural flow thereof on and across that portion of the subject land lying below the high water line of said waterway.
10. Limited access to and from the Land as set forth in Deed shown below, which provides that there shall be no right of easement or right of access to, from or across the State Highway other than as expressly provided for in said Deed:

Grantor: City of Sweet Home

Grantee: State of Oregon, by and through its Department of Transportation, Highway Division

Recording Date: August 18, 1975

Recording No.: [Volume 113, Page 470](#)

11. Please be advised that our search did not disclose any open Deeds of Trust of record.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- B. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- C. Recording Charge (Per Document) is the following:
- | County | First Page | Each Additional Page |
|--------|------------|----------------------|
| Marion | \$86.00 | \$5.00 |
| Benton | \$108.00 | \$5.00 |
| Polk | \$91.00 | \$5.00 |
| Linn | \$105.00 | \$5.00 |
- Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.
- Note: Please send any documents for recording to the following address:
 Portland Title Group
 Attn: Recorder
 1433 SW 6th Ave.
 Portland, OR. 97201
- D. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- E. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- G. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

H. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1 st through June 30 th
Taxes become a lien on real property, but are not yet payable:	July 1 st
Taxes become certified and payable (approximately on this date):	October 15 th
First one third payment of taxes is due:	November 15 th
Second one third payment of taxes is due:	February 15 th
Final payment of taxes is due:	May 15 th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply.
If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - 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;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that 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.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - 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 Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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:

- 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.
- 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 by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- 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;
 - resulting in no loss or damage to the Insured Claimant;
 - 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
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - 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.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

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:

- 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.
- 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 by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2021

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for three main purposes:

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

When Information Is Disclosed

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

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

Security of Your Information

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

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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

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

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

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

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

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

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 934-3354 or by mail to:

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

General Summary of Relocation Benefits			
Residential		Business, Farm, Non-Profit	
Owner-occupant of 90 days or more prior to initiation of negotiations for the parcel		Owner-occupants and tenant-occupants entitled to the same benefits	
May be eligible for:		May be eligible for:	
Replacement Housing Differential Payment	\$31,000	Actual reasonable moving costs	Actual
Including Costs incidental to purchase or replacement dwelling		Or Negotiated moving costs payment not to exceed lower of two estimates secured by agency	No more than lowest estimate
And including: Increased interest cost on replacement dwelling			
Or Rent Supplement	\$7,200	Plus Tangible personal property loss due to relocation	Actual value or estimated costs to move, whichever is lower
All displacees may be eligible for:			
Actual reasonable moving costs	Actual	Plus Reasonable cost of search for new site	\$2,500 max.
And Storage of personal property up to twelve months with prior approval	Actual	Plus Storage of personal property for up to twelve months with prior approval	Actual
Or Moving costs based upon schedule		Plus Reestablishment expenses at the replacement site	\$25,000 max.
		Or Fixed payment in lieu of all other benefits; requires approval of agency	Average of annual net earnings for two years prior to year of relocation of \$1,000 min., \$40,000 max.



Moving Because of Highway or Public Projects?

A description of the Oregon Department of Transportation Relocation Assistance Program

Department of Transportation policy requires that no family or individual will be required to vacate any dwelling until such displacee has found or has been offered comparable replacement housing.

All replacement housing offered will be fair housing open to all persons regardless of race, color, religion, sex, or national origin.

Relocation payments and relocation advisory services, pursuant to State and Federal law, may not be provided to an alien unless the alien is lawfully present in the United States, except in cases of exceptional or extreme hardship. Displacees will be asked to sign a “Certification of Legal Residency in the United States.”

Relocation legislation, because of its wide scope, is somewhat complicated and difficult to read and interpret. For the benefit of those who are affected by the Department of Transportation property acquisitions, this brochure summarizes the principal provisions of relocation services and benefits. However, persons reading this brochure are urged not to form advance opinions as to the benefits and amounts to which they may be entitled. The Right of Way Agent assigned to purchase property will have detailed information for displaced persons.

No relocation payment received by a displaced person under this part shall be considered as income for the purpose of the Internal Revenue code of 1954, which has been redesignated as the Internal Revenue Code of 1986 or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law, except for any Federal law providing low-income housing assistance.

■ Relocation Services

The Department of Transportation maintains Regional Right of Way offices in the following locations:

Region 1 123 N.W. Flanders St. Portland, OR 97209 (503) 731-8200 (888) 769-7341	(888) 769-7343
Region 2 455 Airport Rd SE, Bldg. A Salem, OR 97301 (503) 986-2601 (888) 769-7342	Region 4 63055 N. Hwy 97, Bldg. M Bend, OR 97701 (541) 388-6196 (888) 769-7344
Region 3 3500 Stewart Pkwy., Ste. 164 Roseburg, OR 97470 (541) 957-3559	Region 5 3012 Island Ave. La Grande, OR 97850 (541) 963-7552 (877) 851-9091

These offices maintain current lists of replacement dwellings, businesses, and farms for displaced persons, as well as current data regarding required deposits for utilities, closing costs, typical down payments, interest rates, and FHWA and VA requirements and information. The offices also have maps showing the location of schools, parks, playgrounds, and shopping areas. Public transportation routes are shown, and schedules and fare information are available. Experienced Right of Way Agents are available to aid displaced persons to the fullest extent. Right of Way Agents do not expect and will not accept any fee for any service rendered.

■ Eligibility

It is important to note that eligibility for any of the following benefits is not established until you have received a written notice of eligibility from the State.

■ **General Moving Expenses**

Service charges for reconnecting utilities are reimbursable except under schedule move procedures.

■ **Individual and Family Moving Expenses**

Any individual or family displaced by a Department of Transportation project is entitled to receive a payment for actual and reasonable expenses for moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site.

In order to obtain a moving expense payment, a displaced person must file, within 18 months after displacement, a written claim with the Department of Transportation on a form provided for that purpose. In some cases, a written arrangement with the Department of Transportation will allow the displaced person to present an unpaid commercial moving bill, and the Department of Transportation will make payment directly to the mover. If the residential displacee chooses, costs may be reimbursed according to set schedule based upon the number of rooms of furniture to be moved.

■ **Residential Moving Schedule**

Unfurnished (Relocatee owns furniture)			
	\$600 (1 room)	\$800 (2 rooms)	
	\$1,000 (3 rooms)	\$1,200 (4 rooms)	
\$1,400 (5 rms)	\$1,600 (6 rms)	\$1,800 (7 rms)	\$2,000 (8 rms)
Plus \$200 for each additional room			

Furnished (Relocatee does not own furniture)

\$350 for first room plus \$100 for each added room

■ **Re-establishment Payment** (Businesses, farms, non-profit organizations only)

Displaced small businesses, farm operations, and non-profit organizations may receive a payment not to exceed \$25,000 for expenses actually incurred to relocate and re-establish themselves at a replacement site. Eligible expenses can include repairs and improvements required by law, replacement of soiled and worn surfaces at the replacement site and other modifications, exterior signing, advertisement of the replacement location, and estimated increased cost of operation of the first two years.

■ **Business, Farm and Non-Profit Organization Moving Expenses**

Displaced businesses, farm operations, and non profit organizations are entitled to receive actual reasonable moving expenses for moving personal property a distance not to exceed a 50-mile radius or to the nearest available and adequate site. The actual and reasonable cost of searching for a replacement location may be claimed in an amount up to \$2,500 for a farm, non-profit organization, or business. Such payments must be supported by receipted bills or other evidence of expenses incurred.

As an alternate moving expense procedure, in the case of a self-move, the business, farm operation, or non-profit organization may be paid an amount not to exceed the lower of two estimates secured by the Department of Transportation from qualified moving companies.

Under certain conditions, businesses, farms, and non-profit organizations may receive payments for direct loses of tangible personal property resulting from the necessity to relocate.

A displaced or discontinued business, non profit organization or farm operation, except advertising sign owners, may, under certain conditions, elect to receive a fixed payment in an amount equal to the average annual net earnings of the business or farm preceding the year in which such business or farm operation during the two tax years immediately preceding the year in which such business or farm operation is displaced. The payment cannot exceed \$40,000 and will not be less than \$1,000. Those who choose the fixed payment are not eligible for any other relocation benefit payment.

■ **Storage of Personal Property**

Storage of personal property requires the written approval of the Department of Transportation and may not exceed twelve (12) months except in unusual circumstances. It should be clearly understood that those dislocatees who accept the scheduled move or fixed payment are not eligible to receive the storage expense benefit.

■ **Replacement Housing**

A displaced owner-occupant of a dwelling owned and occupied for 90 days or more immediately prior to the initiation of negotiations for such property may be eligible for additional payments, the combined total of which may not exceed \$31,000. The replacement housing payment is the amount, if any, which when

added to the amount for which the State acquired his or her dwelling, equals the actual cost which the owner is required to pay for a decent, safe, and sanitary replacement dwelling or the amount determined by the State as necessary to purchase a comparable dwelling, whichever is less. This payment includes compensation for increased interest costs for financing the replacement dwelling and actual closing costs incidental to the purchase of replacement housing.

The rent payment is the increase in rent necessary to rent a comparable dwelling for 42 months or the amount determined by the State as necessary to rent a comparable dwelling for 42 months, whichever is less. To be eligible for these benefits, the displaced occupant must purchase or rent and occupy a decent, safe, and sanitary replacement dwelling within one year after the required date of displacement or within one year after the actual date of displacement, whichever is later.

Claims for replacement housing differential payment and rent supplements must be made in writing on a Department of Transportation form supplied for this purpose and must be filed with the Department of Transportation no later than 18 months after the date of displacement.

Before payments for any replacement dwelling benefits can be made, the replacement dwelling must be checked by Department of Transportation personnel to ascertain that it meets the decent, safe, and sanitary standards established by the Federal Department of Transportation. It is recommended that this determination be made prior to a commitment to rent or buy. The decent, safe, and sanitary inspection of the replacement dwelling by agency personnel is for the sole purpose of determining a relocatee's eligibility for a relocation payment.

■ **Possession**

No person lawfully occupying real property shall be required to move from his home, farm, or business location without at least 90 days' written notice. A displaced residential occupant will not be required to move earlier than 90 days after the date comparable replacement housing is made available.

The displacee will again be notified 30 or more days prior to the date the property must be vacated. The 30-day notice will not be given until the property owner has been paid for his or her property. However, if a purchase does not require the person to move, the agreement to purchase the property may require the person to surrender possession of his or her property upon payment.

■ **Appeals**

Any person who is dissatisfied with a determination of his or her eligibility or claim for any relocation benefit payment shall have the right of appeal. Any person making such an appeal will be given a choice of appealing for an optional reconsideration conference or for an administrative hearing. A reconsideration conference is an optional process to afford a displacee an opportunity to present additional relevant information that may not have been considered by the department or to correct factual errors and for the Department to reconsider the claim with the new or corrected information. An administrative hearing is a formal hearing process conducted by the Office of Administrative Hearings according to the Administrative Procedures Act, ORS 183.310 to 183.550. Either type of **appeal must be filed within 60 days of relocation benefit or claim determination**, and must be submitted on Form 734-3623 which is available from the Right of Way Agent assigned to the file.

■ **Right of Way Agent**

Relocatees will be given information regarding their eligibility and possible benefits by the Right of Way Agent assigned to acquire the property.

■ Possession

You are not required to surrender possession of your property until you have been paid the agreed purchase price or an amount equal to the Department's established estimate of just compensation has been deposited with the court for your benefit.

When negotiations begin, you, as well as any tenants occupying your property, will be notified in writing that it is the Department's intent to acquire the property. You will not be required to move from your home, farm, or business location earlier than 90 days following that notice or within 30 days after payment, whichever is later. However, if the purchase does not require you to move, the agreement to purchase your property may require you to surrender possession of your property upon payment.

The Department is aware of the need for a reasonable time for relocation. If your property is not needed for several months, your continued occupancy may be permitted on a short-term basis. The amount of rent the Department may charge you, or another tenant, may not exceed the fair rental value of the property to a short-term occupant.

■ Right of Way Offices

For your convenience the Department maintains Regional Right of Way Offices in the following locations:

Region 1 – Portland

123 NW Flanders
Portland, OR 97209
Voice: 503-731-8200
Fax: 503-731-8458
Toll Free: 888-769-7341

Region 2 – Salem

455 Airport Road SE Bldg. A
Salem, OR 97301-5397
Voice: 503-986-2601
Fax: 503-986-2622
Toll Free: 888-769-7342

Region 3 – Roseburg

3500 Stewart Parkway Suite 164
Roseburg, OR 97470
Voice: 541-957-3559
Fax: 541-957-3563
Toll Free: 888-769-7343

Region 4 – Bend

63085 N Highway 97 Suite 102
Bend, OR 97701-9901
Voice: 541-388-6196
Fax: 541-388-6381
Toll Free: 888-769-7344

Region 5 – LaGrande

3012 Island Avenue
LaGrande, OR 97850
Voice: 541-963-7552
Fax: 541-962-9819
Toll Free: 877-851-9097



Oregon Department of Transportation

Acquiring Land for Highways & Public Projects

A description of the
Department of Transportation
Land Acquisition Program



When improving highway facilities, the Department of Transportation has the task of acquiring right of way. It is the aim and desire of the Department to obtain right of way with fairness and equity.

The State is empowered to acquire private property for public use. With this power goes the obligation to protect the rights of the individual property owner. The Department thus has a dual responsibility. It is to recognize and protect the individuals who are affected by acquisition of land, as well as competent and efficient service to the public.

■ Public Hearings

Public hearings, when required, are held during the location and design stages of a project. Such hearings provide opportunities for public participation to ensure that highway locations and designs are consistent with Federal, State and Local goals and objectives.

The corridor hearing is held after preliminary studies have been made on several possible routes. During the course of this hearing, testimony is recorded for study by Department personnel and the Transportation Commission.

Upon selection of a corridor, a detailed survey within that corridor is made and a preliminary design plan developed for presentation at a "Design Hearing".

The "Design Hearing" provides an opportunity to present testimony about the final highway design.

In an instance where a choice of corridors is not involved, such as the case of an improvement to an existing highway, a single "Combination Corridor-Design Hearing" may be held.

After all data and testimony has been studied, a final design is adopted by the Transportation Commission and the acquisition of rights of way is authorized.

■ **Just Compensation**

Owners of property needed for a highway project will be offered Just Compensation for the required rights of way. Just Compensation includes the estimated value of all the land and improvements within the needed area. In addition, if only a part of a property is to be acquired, Just Compensation will also include any measurable loss in value to the remaining property due to the partial acquisition.

Just Compensation is based on the Department’s valuation of the needed property and its estimation of any damages to the remaining property. Department procedures, guided by Federal Regulations, have been designed to protect both owners of properties needed for highway rights of way as well as other taxpayers. The valuation process will be conducted either by an experienced and qualified employee of the Department or by an independent fee appraiser under a contract with the Department. The value arrived at will be by comparison of similar properties in the market that have recently sold, by knowledge and consideration of costs and depreciation for any improvement(s) to be acquired, and when applicable, by the property’s income potential. The final value determination will be based on this type of information from the local real estate market.

The property to be acquired is inspected by a qualified appraiser during the first part of the valuation process. With complex acquisitions involving large portions of the property, major buildings or improvements on the property, displacement of residents, and/or damages to the remaining part of the property not being acquired, property owners will be given 15 days to prepare the property, and will be given the opportunity to

accompany the appraiser during a detailed inspection of their property.

Any increase or decrease in the value of needed property brought about by public knowledge of the upcoming highway project, is disregarded in the valuation process.

The final value estimate is reviewed for completeness and accuracy, and Just Compensation is established by the Department’s Review Appraiser. In addition to this estimate of Just Compensation, the Department will make an offer to purchase any remaining property determined to have no remaining economic value to the owner.

■ **Acquisition Procedure**

The Right of Way Agent who calls on you has studied the Department’s valuation of the needed property and can illustrate with maps and other data how the acquisition will affect your property. The Department’s offer will be confirmed in writing, together with an acquisition summary statement, and an appraisal, or evaluation sheet, which provides the basis for that amount. The Agent is authorized to obtain a deed from you to purchase your property, subject to the approval of the Transportation Commission. The Agent is unable, under Department procedures governing acquisitions, to engage in “horse trading”; rather the Agent is confined to those monetary values indicated by the appraisal process.

However, the Department is ready and willing to reconsider its position in light of any new evidence of value presented by you including a documented professional appraisal.

The Department may not take any action which would coerce you into accepting its offer. Prohibited actions include advancing the time of condemnation, deferring negotiations or condemnation or

postponing the deposit of funds in court for your use.

You need not accept the State’s offer or enter an agreement felt to be unfair. Owner’s have a minimum 40-day period to accept or reject the offer, unless an emergency has been declared. A refusal is simply a case of disagreement between the two parties on the value of the property.

In the event the parties are still unable to agree as to the compensation to be paid, or you cannot clear the title, mediation of differences between parties, conducted by an independent mediator, can be arranged by the Department in order to reach settlement prior to filing any condemnation action. Mediation is a non-binding process where all parties reach agreement.

In the event parties are still unable to agree as to compensation to be paid, or if title cannot be cleared, a condemnation action will be filed. Once condemnation is filed, a trial date will be determined. However, an owner can elect binding arbitration prior to trial, through the Court, for amounts of \$20,000 or less, and non-binding arbitration for amounts between \$20,000 and \$50,000. Arbitration is not available above \$50,000.

Discussions and mediation can, of course, continue even after a condemnation action is filed in an effort to resolve differences. The filing allows the State to proceed with the construction project.

■ **Improvements**

When the Department acquires an interest in your land, it must acquire an equal interest in your house or any other improvements located on the land acquired. If buildings are required to be removed, the Department may allow the owner to retain the improvements. If you are interested, this can be discussed with the Right of Way Agent.

■ **Payment**

If you sign a deed and any accompanying agreements, and the Transportation Commission approves it, then the transfer of title and payment may proceed. As in a private sale, you are responsible for clearing encumbrances to the title such as unpaid taxes, assessments, mortgages, outstanding leases and other liens against your property. The Right of Way Agent will assist you in clearing title. No payment can be made until a warranty deed conveying clear title to the Department has been recorded in the appropriate county records.

At the time the deed is available for recording, authorization is given to prepare a check for your property. Normally, when no cloud obscures the title, you will receive payment for your property about four weeks after you give the Department a deed to the property.

If the condemnation action has been filed, the amount established by the Department as Just Compensation will be deposited with the court for distribution in accordance with the order of the court.

You are entitled to be reimbursed for fair and reasonable costs you incur for expenses incidental to conveying your property to the Department. Such expenses could be, but are not necessarily limited to, penalty costs for prepayment of any pre-existing recorded mortgage encumbering your property, mortgage release fees, and the State’s portion of real property taxes.