

CHAPTER 8

ACQUISITION

INTERNAL CALTRANS EXHIBITS AND FORMS

<u>Exhibit No.</u>	<u>Title</u>
08-EX-03	Rental Escrow Instructions (for internal Caltrans use)
08-EX-05	Request for Confirmation of Market Value (for internal Caltrans use)
08-EX-09	Withdrawal Letter – Owner in Occupancy (for internal Caltrans use)
08-EX-10	Withdrawal Letter – Eligible Tenant in Occupancy (for internal Caltrans use)
08-EX-11	Withdrawal Letter – Tenant No Longer in Occupancy (for internal Caltrans use)
08-EX-12	Acquisition Management Review Checklist (for internal Caltrans use)
08-EX-15A	Appraisal Summary Statement (for internal Caltrans use)
08-EX-15B	Appraisal Summary Statement-Loss of Goodwill (for internal Caltrans use)
08-EX-15C	Valuation Summary Statement (for internal Caltrans use)
08-EX-16	Summary Statement Relating to the Purchase of Real Property or an Interest Therein (for internal Caltrans use)
08-EX-30	Goodwill Information Sheet (for internal Caltrans use)
08-EX-34	Summary of Estimates or Actual Costs-Functional Replacement (for internal Caltrans use)
08-EX-37	Parcel Progress Record (for internal Caltrans use)
08-EX-38	Warrant to Escrow Agent (for internal Caltrans use)
08-EX-39	Warrant to District (for internal Caltrans use)
08-EX-41	Certificate of Acceptance (for internal Caltrans use)
08-EX-42	Notice of Removal of Property from Taxrolls (for internal Caltrans use)
08-EX-47	Tax Cancellation Condemnation Letters – Order for Possession (for internal Caltrans use)
08-EX-50	Administrative Settlement/Statutory Offer (for internal Caltrans use)

Exhibit No.

08-EX-52

08-EX-55

Title

Request for Declaratory Relief Action (for internal Caltrans use)

Request for Letter of Consent – Federal Land Transfer (for internal Caltrans use)

Form No.

RW 08-03

RW 08-04

RW 08-06

RW 08-07

RW 08-08

RW 08-12

RW 08-13

RW 08-14

RW 08-15

RW 08-16

RW 08-17

RW 08-21

RW 08-36

Title

Right of Way Contract – State Highway (for internal Caltrans use)

Right of Way Contract – State Highway – Temporary Easement (for internal Caltrans use)

Application for Public Highway (Indian Lands) (for internal Caltrans use)

Affidavit of Completion (Indian Lands) (for internal Caltrans use)

Certificate (to Accompany Affidavit) (for internal Caltrans use)

Memorandum of Settlement (for internal Caltrans use)

Memorandum of Settlement (Short Form) (for internal Caltrans use)

Certification of Title (for internal Caltrans use)

Memorandum of Final Title (for internal Caltrans use)

Federal Participation Memorandum (for internal Caltrans use)

Acquisition Invoice (for internal Caltrans use)

Request for Information – Form UCC3 (for internal Caltrans use)

Escrow Instructions (for internal Caltrans use)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RENTAL ESCROW INSTRUCTIONS

CONFIDENTIAL

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

EXHIBIT
08-EX-03
Page 1 of 2

Parcel No. _____

Escrow No. _____

In order that rents for the property I am conveying may be correctly prorated through escrow, I hereby state that the rentals as to amounts and dates due are as follows:

Address	Full Name of Tenant	Monthly Rate	Due Date	Paid Through	Security Money	Prorate

Unless prior to date of recording I have notified you in writing of some change in tenancy, you are to consider that I will collect all rents which fall due according to the foregoing statement prior to the close of this escrow, and you will make the adjustments of rents as of the date following the date of recordation of the deed conveying title to the State up to and including the day preceding the due date. All rents shall be prorated in accordance with chart on reverse side, based on a 30-day month. You will also pay the State the above security money (if any) charging my account.

DATED: _____

MONTHLY PERCENTAGE TABLE FOR PRORATION OF RENT

DAYS	30-DAY MONTH
1	.0333
2	.0667
3	.1000
4	.1333
5	.1667
6	.2000
7	.2333
8	.2667
9	.3000
10	.3333
11	.3667
12	.4000
13	.4333
14	.4667
15	.5000
16	.5333
17	.5667
18	.6000
19	.6333
20	.6667
21	.7000
22	.7333
23	.7667
24	.8000
25	.8333
26	.8667
27	.9000
28	.9333
29	.9667
30	

Examples of using the 30-day proration chart for months with other than 30 days.

New Rental – Rent of \$100/mo. starts on February 20

28 day month	9 days on 30 day chart = .3000
<u>-19 (date minus 1 day)</u>	<u>x \$100</u>
9 days rent owed	\$30.00 rent owed

Termination – Rent of \$100/mo. ends on January 30

31 day month	1 day on 30 day chart = .0333
<u>-30 day</u>	<u>x \$100</u>
1 day refund	\$3.33 refund

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
REQUEST FOR CONFIRMATION OF MARKET VALUE

EXHIBIT
08-EX-05 (REV 7/2008)
Page 1 of 2

1. Appraisal Branch

Dist.

Co.

Rte.

Exp. Auth.

2. Acquisition/Condemnation Branch

Parcel No.

AR No.

Request for Confirmation of Market Value

People v. _____ (Pending)

Owner

To: Appraisal Branch

Acquisition must soon initiate condemnation proceedings in order to protect an impending certification date on the referenced project. The process will commence with the mailing of the Notice of Intent. Prior to taking such action, we must be assured that the approved appraisal represents current market value. We expect to submit a Resolution of Necessity request for Transportation Commission action at the _____, 20__ meeting. The Notice of Intent will be mailed on or about _____. Your response is required by _____.

- [] Attached are pertinent, factual data or related information of which the acquisition agent has learned and/or verified which may affect your appraiser's opinion of the current market value of the required property.

Acquisition Agent

Chief, Acquisition/Condemnation Branch

To: Acquisition/Condemnation Branch

STAFF APPRAISAL REVIEW PRIOR TO REQUESTING A RESOLUTION OF NECESSITY

1. [] An analysis and review of current market data, a search and review of data available from other sources, as well as an analysis and review of the data, if any, supplied by the Acquisition Branch, indicate a revision of the current appraisal. The revised appraisal represents current market value in the amount of \$_____ as of _____ (new date of value)_____.
2. [] An analysis and a review of the staff appraisal, current market data, the data, if any, supplied by the Acquisition Branch, as well as data available from recognized real estate data sources have been reviewed and analyzed. Based upon this review, it is my opinion that the value conclusions in the staff appraisal remain valid and the appraisal represents current market value in the amount of \$_____ as of _____ (updated date of value)_____.

Chief, Appraisal Branch

Date

REQUEST FOR CONFIRMATION OF MARKET VALUE (Cont.)

EXHIBIT
08-EX-05 (REV 7/2008)
Page 2 of 2

1. Appraisal Branch**2. Acquisition/Condemnation Branch**

Dist.

Co.

Rte.

Exp. Auth.

Parcel No.

AR No.

People v.

To: Appraisal Branch**Employment of Independent Staff or Fee Appraiser**

There is a minimal expectation this ownership will close without an increased offer and we therefore need to arrange for the services of (an) expert witness for the referenced pending litigation:

Is there a staff appraiser available to handle this assignment under the following conditions?

1. Estimated appraisal due date

2. Special requirements applicable to witness or appraisal format:

See attached sheet for additional requirements, comments, or information. If there is no staff appraiser available, we propose to hire the following fee appraiser(s):

Acquisition Agent

Chief, Acquisition/Condemnation Branch**To: Acquisition/Condemnation Branch****Date**

Staff appraiser available and qualified to meet the need: Yes ☐ / No ☐

If "Yes," appraiser's name:

If "No," (a) Name(s) of other prequalified appraiser(s):

(b) Appraisal Branch's estimate of time required to perform assignment:

 days.

(See attached page for additional comments.)

Chief, Appraisal Branch

Dist	Co	Rte	Post
Parcel No.		Exp Auth	

Dear _____:

This refers to our earlier offer to purchase your property for the proposed highway, State Route _____.

Since our funding is determined by the Legislature, we are permitted to purchase properties only on designated routes. This procedure allows for the orderly purchase of properties for highway routes in order of priority on a statewide plan.

At the present time, the highway route which affects your property has not been budgeted for purchases of right of way. Therefore, since we have not been allocated monies to purchase your property, the offer previously made for such purchase and any associated offer for relocation benefits are hereby withdrawn. It is not possible at this time to say when, if ever, your property will be acquired.

You, however, have the right to appeal this withdrawal of any previously offered relocation benefits to the Director of the Department of Transportation if this withdrawal will cause you a financial hardship by reason of a previous relocation commitment.

If you have any questions concerning this withdrawal, please do not hesitate to contact me. Kindly call or write me. My address and phone number are included for your convenience.

Sincerely,

District Division Chief, Right of Way

By _____
Acquisition Agent

(Tenant still in occupancy)

(To be sent concurrently with the withdrawal of acquisition offer)

_____	_____	_____	_____
Dist	Co	Rte	Post
_____		_____	
Parcel No.		Exp Auth	

Dear _____:

Due to the present unavailability of funding for State Route _____, State's offer to purchase the property you occupy at _____ (address) has been withdrawn. Accordingly, you will not be required to move and all relocation assistance and benefit offers previously made to you are hereby withdrawn.

You have the right to appeal the withdrawal of these benefits to the Director of the Department of Transportation if this withdrawal will cause you a financial hardship by reason of a previous relocation commitment.

If you have any questions concerning this withdrawal, please do not hesitate to contact the undersigned.

Sincerely,

(Name/Telephone Number)

(Tenant still in occupancy)

(To be sent concurrently with the withdrawal of acquisition offer)

_____	_____	_____	_____
Dist	Co	Rte	Post
_____		_____	
Parcel No.		Exp Auth	

Dear _____:

Due to the present unavailability of funding for State Route _____, State's offer to purchase the property you formerly occupied at _____ (address) has been withdrawn.

Accordingly, all relocation assistance and benefit offers previously made to you are hereby withdrawn. You have the right to appeal the withdrawal of these benefits to the Director of Transportation if this withdrawal will cause a financial hardship by reason of a previous relocation commitment.

If you have any questions concerning this withdrawal, please do not hesitate to contact the undersigned.

Sincerely,

(Name/Telephone Number)

ACQUISITION MANAGEMENT REVIEW CHECKLIST

_____	_____	_____	_____	Improved _____	Unimproved _____
Dist	Co	Rte	Parcel No.		
Appraisal Approved _____			Revised? _____	Appraised Value _____	
Date _____					
Assigned to Acquisition Agent _____			First Written Offer _____	Settlement \$ _____	
Date _____			Date _____		

	Manual Section; Gov. Code; CFR	YES	NO
1. Did the acquisition agent appraise if the total fair market value exceeds \$15,000?	8.01.03.00; 8.01.08.00	_____	_____
2. Just compensation established prior to acquisition discussion?	8.01.03.00; Gov. Code 7267.1; 49 CFR 24.102(d)	_____	_____
3. Signed, initialed and dated parcel diary maintained at all stages of acquisition?	8.01.03.00; 8.01.06.00	_____	_____
4. a) Prompt offer of appraised value (within 30 days of approved appraisal)?	8.01.10.00; 49 CFR 24.102(d);	_____	_____
b) If not, was reason for delay documented in the diary?	8.01.11.00; 8.01.02.06;	_____	_____
c) All offers in writing?	49 CFR 24.102(h)	_____	_____
d) No evidence of coercion?		_____	_____
5. Right of Entry solicited/secured Date () prior to First Written Offer: Type _____ Authorized By _____ Reason: _____	8.09.09.00	_____	_____
6. Acquisition discussion (First Written Offer) by personal contact? Exceptions?	8.01.11.00; 8.01.04.01	_____	_____
7. Copy of Department's appraisal provided to property owner. Corresponding diary entry made? Summary statements given to owners/lessees providing (1) compensation, (2) interest acquired, (3) improvements identified, and (4) damages, if any, separately stated. Corresponding diary entries made?	8.01.11.00; 8.01.12.00; S&H Code Section 102(b) Gov. Code 7267.2(b); 49 CFR 24.102.(e)	_____	_____
8. Diary entry indicating owner/occupant advised of Title VI program at First Written Offer? Delivery by appraiser verified?	8.01.11.00	_____	_____

ACQUISITION MANAGEMENT REVIEW CHECKLIST (Cont.)

EXHIBIT

08-EX-12 (REV 5/2025)

Page 2 of 4

	Manual Section; Gov. Code; CFR	YES	NO
9. Appropriate Occupancy certifications secured? Forwarded to RAP Senior within 2 business days of First Written Offer?	8.01.11.00 10.01.12.05	_____ _____	_____ _____
10. Owner disclaimed any and all interest in tenant-owned improvements (offset statement secured)?	8.01.11.00; 49 CFR 24.105	_____ _____	_____ _____
11. Tenant conveyed all interest in improvements (quitclaim deed secured)?	8.04.15.00	_____ _____	_____ _____
12. Tenant paid the value improvements contribute to the property or their salvage value, whichever is greater?	8.04.15.00; 49 CFR 24.105(c)	_____ _____	_____ _____
13. If donation, was owner advised of right to an appraisal and compensation offered?	8.28.02.00	_____ _____	_____ _____
14. File reflects appropriate disposition of any hazardous waste on property?	8.16.01.00	_____ _____	_____ _____
15. Hazardous waste investigation completed by Project Development prior to appraisal and acquisition?	7.04.12.01; 7.04.12.02	_____ _____	_____ _____
16. Acquisition of uneconomic remnant(s) offered to owner?	8.01.02.08; 8.06.22.00; 49 CFR 24.102(k)	_____ _____ _____	_____ _____ _____
17. If an administrative settlement was made, were all aspects fully documented/memo in file?	8.01.29.00; 49 CFR 24.102(i)	_____ _____	_____ _____
18. All offers and settlement supported by an appraisal, memorandum of adjustment, or Administrative Settlement?	8.01.28.00; 8.01.29.00; 8.01.29.01	_____ _____ _____	_____ _____ _____
19. a) Parcel submitted to the CTC only after offer of full amount of appraisal and adequate acquisition discussion? b) Personal call within the 30-day period prior to mailing Notice of Intent? c) Confirmation of Market Value in file?	9.01.09.00	_____ _____ _____	_____ _____ _____
20. Did the acquisition file reflect any evidence of discrimination?	8.01.03.00 (H)	_____ _____	_____ _____
21. Fully signed Federal Participation Memo (Form RW 8-16), contained in file/MOS?	8.50.04.00	_____ _____	_____ _____
22. Did settlement include compensation for loss of goodwill and is it properly coded?	8.50.04.01 (D)	_____ _____	_____ _____
23. Was escrow closed/payment made in reasonable time (90 days) after contract signed?	8.61.02.00	_____ _____	_____ _____

ACQUISITION MANAGEMENT REVIEW CHECKLIST (Cont.)EXHIBIT
08-EX-12 (REV 5/2025)
Page 3 of 4

	Manual Section; Gov. Code; CFR	YES	NO
24. If interest was part of the settlement, was it credited/segregated properly?	8.50.04.01	_____	_____
25. File reflects professional effort was made to acquire the property by agreement?	8.01.03.00	_____	_____
26. If an Order for Possession (OP) was obtained but parcel was settled by Contract:	9.14.00.00	_____	_____
Was case dismissed and Dismissal in File?		_____	_____
When check was requested, was deposit identified on Fed Par Form (Form RW 8-16)?		_____	_____
Was deposit cancelled by use of (Form RW 9-21) Release of Deposit?		_____	_____
27. If an OP was obtained and parcel settled by Judgment with a Final Order of Condemnation:			
Did Condemnation Check Request Invoice (Form RW 9-20) and (Form RW 8-16) identify deposit?		_____	_____
Was Deposit released using RW 9-21?		_____	_____
28. Data entered into IRWS / ROWMIS?		_____	_____
29. Acquisition by Hardship or Protection? Reason?	5.03.04.03; 5.04.03.00	_____	_____
The following documentation should be contained in each file:			
<u>Hardship Files</u>			
30. Written request from owner.		_____	_____
31. Owner's signed application.		_____	_____
32. Financial statement, if required.		_____	_____
33. Evidence of attempt to market property.		_____	_____
34. Signed authorization to obtain State and Federal income tax returns, if required.		_____	_____
35. Doctor's statement for medical hardships.		_____	_____
36. Letter from employer if transfer is reason.		_____	_____
37. Index map of project and parcel map.		_____	_____
38. Environmental clearance (categorical exemption/exclusion determination and required statement).		_____	_____
39. Stage 1 Authorization from FHWA; E-76, if required.		_____	_____
40. Resource Management approval letter.		_____	_____
41. Written approval of Regional Legal Office if project is not environmentally cleared.		_____	_____

ACQUISITION MANAGEMENT REVIEW CHECKLIST (Cont.)

EXHIBIT

08-EX-12 (REV 5/2025)

Page 4 of 4

	YES	NO
<u>Protection Files</u>		
42. Written request from owner.	_____	_____
43. Approval of protection acquisition by District or Division of Resource Management.	_____	_____
44. Protection Acquisition Savings Estimate (Exhibit 5-EX-1).	_____	_____
45. Resume of Protection Request (Exhibit 5-EX-2).	_____	_____
46. Strip map and parcel map.	_____	_____
47. Environmental clearance (categorical exemption/exclusion determination and required statement).	_____	_____
48. Stage 1 Authorization from FHWA; E-76, if required.	_____	_____
49. Written approval of Regional Legal office if project is not environmentally cleared.	_____	_____

Overall comments:

APPRAISAL SUMMARY STATEMENT**CONFIDENTIAL**

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EXHIBIT

08-EX-15A (REV 1/2024)

Page 1 of 7

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date/ Revised Date

Owner: (Name of Grantor/s)

Date Acquired: (Date owner bought property OR over 5 years)

Property Address: (Property address)

Property to be Acquired: Part ☐ All ☐

Locale: (City or near what city)

Total Property Area: (Area of total property)

Including Access Rights: Yes ☐ No ☐**STATUTORY BASIS OF VALUATION**

The market value for the property to be acquired by the State is based upon an appraisal prepared in accordance with accepted appraisal principles and procedures.

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Code of Civil Procedure Section 1263.321 defines the Value for Nonprofit, Special Use Property as follows:

A just and equitable method of determining the value of nonprofit, special use property for which there is no relevant, comparable market is as set forth in Section 824 of the Evidence Code, but subject to the exceptions set forth in subdivision (c) of Section 824 of the Evidence Code.

The market value for the property to be acquired by the State is based upon Code of Civil Procedure Section _____ as defined above.

BASIC PROPERTY DATA

Interest valued: (List whether: fee, easement, temporary construction easement, etc.)

Date of valuation: (List date valued) Original ☐ Updated ☐

Applicable zoning: (List zoning)

Area to be acquired: (Area we are acquiring)

Highest and best use: (Highest and best use as defined in the appraisal)

Current use: (List current use, i.e., agricultural, residential, commercial, etc.)

APPRAISAL SUMMARY STATEMENT (Cont.)

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EXHIBIT
08-EX-15A (REV 1/2024)
Page 2 of 7

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
------------	------

Total Area =

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
------	------

Lump Sum Total = \$

APPRAISAL SUMMARY STATEMENT (Cont.)

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EXHIBIT
08-EX-15A (REV 1/2024)
Page 3 of 7

(Delete when entire property is not valued)

Value of the Entire Property \$ _____

Value of the property being
acquired including the following
improvements:

Land: \$ _____
Imps: \$ _____

(Total value of the part taken) \$ _____

(List areas and improvements within the acquisition parcel OR use the attached additional page)

(Delete entire part-take analysis when only full-take is valued)

Value of the remainder as part of
the whole before the State's
acquisition \$ _____

(Delete only the before and after analysis when only minor, curative work is valued)
Value of the remainder as a separate parcel (cured) \$ _____

Severance Damages (see page 4):

Cost to Cure Damages: \$ _____

Incurable Damages: \$ _____

Total Damages: \$ _____

Benefits (see page 4): \$ _____

Net Damages: \$ _____

(Delete "other compensation" such as out of pocket expenses if not valued)

The amount of any other compensation: \$ _____

JUST COMPENSATION FOR ACQUISITION \$ _____

Rounded To \$ _____

Construction Contract Work \$ _____

(Delete CCW if not valued, OR list CCW lump sum total only [without including individual dollar amounts].
Use Page 5 for description)

APPRAISAL SUMMARY STATEMENT (Cont.)

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EXHIBIT
08-EX-15A (REV 1/2024)
Page 4 of 7

SEVERANCE DAMAGES

COST TO CURE DAMAGE ITEMS

Item

Size

Lump Sum Total

\$ _____

INCURABLE DAMAGES

(Narrative explanation and calculations, if applicable)

Lump Sum Total

\$ _____

TOTAL DAMAGES

\$ _____

BENEFITS

(Narrative explanation and calculations, if applicable)

Lump Sum Total

\$ _____

NET DAMAGES (Total Damages less Benefits)

\$ _____

APPRAISAL SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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EXHIBIT
08-EX-15A (REV 1/2024)
Page 5 of 7

CONSTRUCTION CONTRACT WORK ITEMS

(Do not include dollar amounts)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.
-

APPRAISAL SUMMARY STATEMENT (Cont.)

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EXHIBIT
08-EX-15A (REV 1/2024)
Page 6 of 7

(Delete the title when the entire property is valued)

THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY

(Delete the title when only the part taken is valued and the entire property is not valued)

THE FOLLOWING INFORMATION IS BASED ON THE ENTIRE SUBJECT PARCEL

(Delete the Sales Comparison Approach if not applicable)

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.
Indicated value by Sales Comparison Approach
See attached sheet for principal transactions.

\$ _____

(Delete the Cost Approach if not applicable)

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.
Total Replacement Cost New
Depreciation from all causes
Value of Improvements in Place

\$ _____
\$ _____ ()
\$ _____

(Delete land and total property value if only minor improvements are valued using the Cost Approach)

Land (estimated by direct sales comparison)
Indicated value by Cost Approach

\$ _____
\$ _____

(Delete the Income Approach if not applicable)

3. The income approach is based on an analysis of income and expenses to the property.
Overall Capitalization Rate
Net Operating Income
Indicated value by Income Approach

_____%
\$ _____
\$ _____

4. Other
Indicated value

\$ _____

SUMMARY OF THE BASIS FOR JUST COMPENSATION

(Insert Appraiser's "Summary of the Basis for Just Compensation" paragraph – narrative supporting compensation, summarize valuation process)

APPRAISAL SUMMARY STATEMENT (Cont.)

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EXHIBIT
08-EX-15A (REV 1/2024)
Page 7 of 7

LIST OF PRINCIPAL TRANSACTIONS – VACANT

(Type "Before" or "After" if applicable)

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

LIST OF PRINCIPAL TRANSACTIONS – IMPROVED

(Type "Before" or "After" if applicable)

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

APPRAISAL SUMMARY STATEMENT (Cont.)

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EXHIBIT
08-EX-15A (REV 1/2024)
INSTRUCTIONS

GUIDELINE INSTRUCTIONS FOR EXHIBIT 08-EX-15A "APPRAISAL SUMMARY STATEMENT"

The purpose of this exhibit is to comply with modifications to the State Uniform Act and to fully inform the grantor of pertinent elements to the valuation process. This exhibit is only for use with Appraisals – Full Narrative, URAR, and Non-Complex Valuation of \$10,000 or Less. Delete the instructional notes located within parentheses after completing this document.

Only include lump sum totals in (do not include individual dollar amounts):

- Improvements Within the Right of Way
- Cost to Cure Damage Items
- Construction Contract Work

When listing comparables, list only comparable address, APN, recording date, and sale price. When relying on other market data for analysis of value, you need to indicate the basis of the Appraiser's analysis.

It is ONLY allowable to delete options that are not contained in the appraisal, i.e., for the Comparison Approach, you may delete the Cost Approach and Income Approach blocks of information. However, if more than one approach is addressed in the Valuation, you must include the information on all the approaches used.

Attach the appropriate version of the Summary Statement Relating to the Purchase of Real Property (Exhibit 08-EX-16), based on whether you are using a Valuation Summary Statement or an Appraisal. For use with the Valuation Summary Statement, Item 4 should refer to the "Valuation Summary Statement" and the word "valuation" should appear in Items 4.a. and 4.b. For use with an Appraisal, Item 4 should refer to "Appraisal" and the word "appraisal" should appear in Items 4.a. and 4.b.

**APPRAISAL SUMMARY STATEMENT –
LOSS OF GOODWILL****CONFIDENTIAL**

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

EXHIBIT
08-EX-15B

PARCEL NO. _____

Dist. Co. Rte. Post

Owner:

Property Address:

Locale:

Zone:

Present Use:

Best Use:

Date Leased:

Term of Lease \$

monthly/semi-annually/
annually

Total Property Area:

Property to be Acquired:

All _____ Part _____

Include. Access Rights:

Yes _____ No _____

Compensation of Loss of Goodwill:
(check one)

() Loss of Goodwill \$

The loss of goodwill is based on
"before" and "after" values of the
business, based on goodwill
valuation appraisals prepared in
accordance with accepted appraisal
procedures.

() To be determined at a later date
provided the owner of the business
establishes such loss in accordance
with the requirements of Sections
1263.510 and 1263.520 of the Code
of Civil Procedure.

This summary of the basis of the amount offered as just compensation for loss of goodwill is presented in compliance with State law and has been derived from a formal appraisal prepared by the Department of Transportation which includes supporting sales data and other documentation.

VALUATION SUMMARY STATEMENT**CONFIDENTIAL**

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

EXHIBIT

08-EX-15C (REV 1/2024)

Page 1 of 8

Dist.	Co.	Rte.	P.M.	Parcel No.	Federal Aid Project No.	Date

Owner: (Name of Grantor/s)

Date Acquired: (Date owner bought property OR over 5 years)

Property Address: (Property address)

Property to be Acquired: Part ☐ All ☐

Locale: (City or near what city)

Total Property Area: (Area of total property)

Including Access Rights: Yes ☐ No ☐**BASIS OF VALUATION**

Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Recent sales of comparable properties and income data are utilized as appropriate. Full consideration is given to zoning, development potential and the income the property is capable of producing.

BASIC PROPERTY DATA

Interest valued: (List whether: fee, easement, temporary construction easement, etc.)

Date of valuation: (List date valued)

Applicable zoning: (List zoning)

Area to be acquired: (Area we are acquiring)

Highest and best use: (Highest and best use as defined in the appraisal)

Current use: (List current use, i.e., agricultural, residential, commercial, etc.)

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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EXHIBIT
08-EX-15C (REV 1/2024)
Page 2 of 8

BASIS OF VALUATION

(Delete the Sales Comparison Approach if not applicable)

1. The Sales Comparison approach is based on the consideration of comparable land and improved sales.

Indicated value by Sales Comparison Approach
See attached sheet for principal transactions.

\$ _____

(Delete the Cost Approach if not applicable)

2. The cost approach is based in part on a replacement cost new of improvements less depreciation. Cost information was obtained from cost service publications and/or knowledgeable vendors.

Total Replacement Cost New

\$ _____

Depreciation from all causes

\$ _____ ()

Value of Improvements in Place

\$ _____

(Delete land and total property value if only minor improvements are valued using the Cost Approach)

Land (estimated by direct sales comparison)

\$ _____

Indicated value by Cost Approach

\$ _____

(Delete the Income Approach if not applicable)

3. The income approach is based on an analysis of income and expenses to the property.

Overall Capitalization Rate

_____ %

Net Operating Income

\$ _____

Indicated value by Income Approach

\$ _____

(Insert Appraiser's "Summary of the Basis for Just Compensation" paragraph – narrative supporting compensation, summarize valuation process)

Value of the property being
acquired including the following
improvements:

Land: \$ _____

Imps: \$ _____

\$ _____

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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EXHIBIT
08-EX-15C (REV 1/2024)
Page 3 of 8

(List areas and improvements within the acquisition parcel OR use the attached additional page)

Damages:

(Delete Damages and Benefits Analyses if not applicable)

Severance Damages: \$ _____

Cost to Cure Damages: \$ _____

(List Cost to Cure Damages OR use the attached additional page.)

Total Damages: \$ _____

Benefits: \$ _____

(Delete "other compensation" if not applicable)

The amount of any other compensation: \$ _____

JUST COMPENSATION FOR ACQUISITION \$ _____

Rounded To \$ _____

Construction Contract Work

(Delete CCW if not applicable. Use the attached additional page if required)

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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EXHIBIT

08-EX-15C (REV 1/2024)

Page 4 of 8

LIST OF PRINCIPAL TRANSACTIONS – VACANT

(Type "Before" or "After" if applicable)

(Delete unused portion of list)

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

ADDRESS:

APN:

RECORDING DATE:

SALE PRICE:

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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EXHIBIT
08-EX-15C (REV 1/2024)
Page 5 of 8

LIST OF PRINCIPAL TRANSACTIONS – IMPROVED

(Type "Before" or "After" if applicable)

(Delete unused portion of list)

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

ADDRESS:
APN:
RECORDING DATE:
SALE PRICE:

VALUATION SUMMARY STATEMENT (Cont.)

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

EXHIBIT
08-EX-15C (REV 1/2024)
Page 6 of 8

AREAS WITHIN THE RIGHT OF WAY

Sub-parcel	Area
------------	------

Total Area =

IMPROVEMENTS WITHIN THE RIGHT OF WAY

Item	Size
------	------

Lump Sum Total = \$

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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

EXHIBIT
08-EX-15C (REV 1/2024)
Page 7 of 8

COST TO CURE DAMAGE ITEMS

Item

Size

(Do not include dollar amounts, except for lump sum total)

Lump Sum Total = \$

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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

EXHIBIT
08-EX-15C (REV 1/2024)
Page 8 of 8

CONSTRUCTION CONTRACT WORK ITEMS

(Do not include dollar amounts)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.
 - 11.
 - 12.
-

VALUATION SUMMARY STATEMENT (Cont.)

CONFIDENTIAL

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

EXHIBIT
08-EX-15C (REV 1/2024)
INSTRUCTIONS

GUIDELINE INSTRUCTIONS FOR EXHIBIT 08-EX-15C "VALUATION SUMMARY STATEMENT"

The purpose of this exhibit is to comply with modifications to the State Uniform Act and to fully inform the grantor of pertinent elements to the valuation process. This exhibit is only for use with Waivers of Appraisal – do not use for Appraisals. Delete the instructional notes located within parentheses after completing this document.

Only include lump sum totals in (do not include individual dollar amounts):

- Improvements Within the Right of Way
- Cost to Cure Damage Items
- Construction Contract Work

When listing comparables, list only comparable address, APN, recording date, and sale price. When relying on other market data for analysis of value, you need to indicate the basis of the Appraiser's analysis.

It is ONLY allowable to delete options that are not contained in the appraisal, i.e., for the Comparison Approach, you may delete the Cost Approach and Income Approach blocks of information. However, if more than one approach is addressed in the Valuation, you must include the information on all the approaches used.

Attach the appropriate version of the Summary Statement Relating to the Purchase of Real Property (Exhibit 08-EX-16), based on whether you are using a Valuation Summary Statement or an Appraisal Summary Statement. For use with the Valuation Summary Statement, Item 4 should refer to the "Valuation Summary Statement" and the word "valuation" should appear in Items 4.a. and 4.b. For use with an Appraisal Summary Statement, Item 4 should refer to Appraisal Summary Statement.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN**

EXHIBIT
08-EX-16 (REV 3/2017)
Page 1 of 2

The California Department of Transportation is proposing to ____ [brief description of the project] ____.

Your property located at ____ [address of the subject] ____ is within the project area, and is also identified by your county assessor as Parcel No. ____ [APN of subject] ____.

Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the California Relocation Assistance and Real Property Acquisition Guidelines require that each owner from whom the Department of Transportation purchases real property or an interest therein or each tenant owning improvements on said property be provided with at a minimum, a summary of the appraisal of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
 2. The State will offer to purchase any remnant(s) considered by the State to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
 3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired is ____ [describe requirement degree of title] _____. The property being purchased comprises ____ [area of the acquisition: ____ acres/square feet] ____ and is described in the attached deed and outlined in color on the attached map.
 4. The market value of the property being purchased is based upon a market value valuation which is ____ [included in the attached Appraisal and summarized on the attached Appraisal Summary Statement OR summarized on the attached Valuation Summary Statement] ____ and such amount:
 - a. Represents the full amount of the ____ [appraisal OR valuation] ____ of just compensation for the property to be purchased;
 - b. Is not less than the approved ____ [appraisal OR valuation] ____ of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property
-

**SUMMARY STATEMENT RELATING TO THE PURCHASE OF
REAL PROPERTY OR AN INTEREST THEREIN (Cont.)**

EXHIBIT
08-EX-16 (REV 3/2017)
Page 2 of 2

would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and

- d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the Department of Transportation.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Department will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:
- a. You, not the Department of Transportation (Department), must order the appraisal. Should you enter into a contract with the selected appraiser, the Department will not be a party to the contract;
 - b. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREA), formerly known as the Office of Real Estate Appraisers;
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to the Department of Transportation at ____ [insert appropriate address] ____ within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the Department of Transportation concurrent with submission of the Appraisal Cost Reimbursement Agreement. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the ____ [insert appropriate reference] ____ ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
7. If you ultimately elect to reject the State's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
8. You are entitled to receive all benefits that are available through donation to the State of California of all or part of your interest in the real property sought to be acquired by the Department of Transportation as set out in Streets and Highways Code Sections 104.2 and 104.12.
-

(Loss of and Compensation for Such Loss)

Both Federal and State law provide that just compensation must be paid for private property which is taken for public purposes. A separate part of State law provides that in certain cases an owner may be compensated for the loss of goodwill. That law states:

1263.510(a) The owner of a business conducted on the property taken, or on the remainder if such property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

1. The loss is caused by the taking of the property or the injury to the remainder.
2. The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
3. Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
4. Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

Goodwill loss is recoverable only to the extent it cannot reasonably be prevented by relocation or other efforts by the business owner to mitigate. The law places the burden of proof on the business owner to prove the loss.

You may agree to sell the real property rights to the State and reserve the right to make a claim for the loss of goodwill at a later date when your business records, tax returns, or other documents reflect that a loss has occurred.

At this stage of the process of acquiring your business property rights it cannot be reasonably determined what compensation will be due you for loss, if any, of goodwill.

The Department of Transportation requests, therefore, that you assist the Acquisition Agent in providing information so that the Agent may in turn provide you with appropriate assistance.

If you have any questions regarding this or other items relating to the acquisition of your property please call me at _____.

Right of Way Agent

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**SUMMARY OF ESTIMATES OR ACTUAL COSTS – FUNCTIONAL
REPLACEMENT**

EXHIBIT
08-EX-34 (REV 9/1997)

A summary should be prepared to show applicable cost items. A suggested format is as follows:

<u>Cost Items</u>	<u>Acquisition Based On Market Value Concept</u>	<u>Cost to Acquire Substitute Property</u>	
Land	\$ _____	\$ _____	\$ _____
Buildings	_____	_____	
Facilities	_____	_____	
Damages	_____	_____	
Moving Costs	_____	_____	
Replacement Housing	_____	_____	
Other Items	_____	_____	\$ _____
Total	\$ _____		
		Cost to Cure or Functionally Replace	
Buildings		\$ _____	
Facilities		_____	
Other Items		_____	(+) _____
SUBTOTAL			_____
		Nonparticipating Items (Betterments)	
(Identify Items)		\$ _____	
		_____	(-) _____

TOTAL			\$ _____

NOTE: Exact breakdowns need not be given if property estimates are appropriate. Moving costs, replacement housing and incidental expenses may be on averages or percentages.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
PARCEL PROGRESS RECORD

EXHIBIT
08-EX-37

PARCEL NO. _____ Grantor _____ Agt. _____ Vesting Change _____ Date _____ E.A. _____ Co. _____ Rte. _____ Full Take _____ 4 Part Take _____ ACLTA _____ Settlement Amount: \$ _____ Date Contract Signed _____ Date Contract Approved _____ Sched. to Acctg. _____ To HQ _____ Deed Recorded _____ Serial No. _____ Book _____ Page _____ Tax Cancelled _____ O.P. Date _____ Policy Received _____ To R/W Eng. _____ Memo of Final Title To HQ _____ PREMIUM-Policy of Title Over 36 Months \$ _____ Escrow Fee..... \$ _____ Recon. Fees..... \$ _____ CLTA Endorsement..... \$ _____ Date Paid _____ Amount Paid..... \$ _____	Prelim. Ordered _____ Rec'd Date _____ Fee: _____ Per Contract 20__/20__ Paid _____ Vesting Date _____ Continuation TR Updates Ordered By _____ Date _____ Fee \$ _____ Paid _____ By _____ Date _____ Fee \$ _____ Paid _____ Instructn. & Deed to Title Co. _____ Recorder _____ Q.C.D./Doc. to Title Co. _____ Recorder _____ Certified Closing Statement Received _____
CONDEMNATION	
People vs. _____	
S.C.C. No. _____ Parcel No. _____	
WITHHELD--DIRECT PAYMENT	
PAYEE _____	
\$ _____	
Sch. No. _____ H.O.S. No. _____	
To Acctg. _____ To HQ _____	
ASSESSORS to _____	
Prelim. TR Ordered by _____ Date _____	
Escrow No. _____ Title Co. _____	

ABC Escrow Company

Dist	Co	Rte	Post
Parcel No.			

ESCROW INSTRUCTIONS

Litigation Guarantee No. _____

Escrow No. _____

Service Contract No. _____

Grantor(s) _____

The State of California, Department of Transportation, has entered into a contract with the grantor(s), listed above, for the acquisition of property required for transportation purposes. Enclosed for deposit into Escrow No. _____ is the original grant deed and statements of information applicable to these grantors.

You will receive a warrant in the amount of \$_____, which is the consideration in this transaction. When you close escrow, you are authorized to release the funds to those persons legally entitled to such sums. Concurrently, you should record all instruments necessary to vest title in the State and thereafter and as soon as feasible issue your policy of title insurance. (Please attach an endorsement to the policy to cover access rights which have been relinquished to the State.)

Current taxes shall be processed pursuant to Section 5086 of the Revenue and Taxation Code, which reads in part, "The portion of the current taxes and any penalties and costs that are allocable to the part of the fiscal year that ends on the day before the date of apportionment shall be paid through escrow at the close of escrow or from the award in eminent domain." Notice to the Tax Collector will be given by the State to cancel taxes effective with the close of escrow.

You are authorized to deduct from the amount due grantor an amount sufficient to pay any delinquent taxes, together with penalties and interest thereof, for any fiscal year prior to the fiscal year in which this escrow closes.

You are further authorized to deduct from the amount due grantor an amount sufficient to pay any delinquent taxes, together with penalties and interest thereof, for any fiscal year prior to the fiscal year in which this escrow closes.

WARRANT TO ESCROW AGENT (Cont.)

EXHIBIT
08-EX-38 (REV 6/1995)
Page 2 of 2

You are further authorized to pay demands of beneficiaries under deeds of trust, and of mortgages under mortgages, affecting the property described in said deed. The remainder of the money deposited with you is to be paid to our grantors. (Obtain a copy of each promissory note secured by either a mortgage or deed of trust and forward the note(s) to undersigned after close of escrow.)

Title is to be vested in the State, free of all liens and encumbrances, except for Exception Nos. _____ in Litigation Guarantee No. _____ dated _____. No prepayment penalties on note secured by trust deeds or mortgages shall be made from the proceeds of this escrow.

Immediately upon close of escrow, please furnish a certified copy of the escrow closing statement submitted to the grantor on the date of recordation.

Immediately upon close of escrow, please insert recording date on the card which has been provided for this purpose and return it to this office.

Right of Way Agent

Telephone _____

Enclosures

ABC Escrow Company

_____	_____	_____	_____
Dist	Co	Rte	Post

Parcel No.			

ESCROW INSTRUCTIONS

Litigation Guarantee No. _____

Escrow No. _____

Service Contract No. _____

Grantor(s) _____

The State of California, Department of Transportation, has entered into a contract with the grantor(s), listed above, for the acquisition of property required for transportation purposes. Enclosed for deposit into Escrow No. _____ is the original grant deed and statements of information applicable to these grantors.

A warrant in the amount of \$_____, which is the consideration in this transaction, is in our Accounting Office. Please notify me when you are in a position to close escrow. We will arrange for delivery of the warrant to you within 24 hours after such notification. Please call _____, () ____-____, to arrange for delivery of the warrant into Escrow No. _____.

When you close escrow, you are authorized to release the funds to those persons legally entitled to such sums. Concurrently, you should record all instruments necessary to vest title in the State and thereafter and as soon as feasible issue your policy of title insurance. (Please attach an endorsement to the policy to cover access rights which have been relinquished to the State.)

Current taxes shall be processed pursuant to Section 5086 of the Revenue and Taxation Code, which reads in part, "The portion of the current taxes and any penalties and costs that are allocable to the part of the fiscal year that ends on the day before the date of apportionment shall be paid through escrow at the close of escrow or from the award in eminent domain." Notice to the Tax Collector will be given by the State to cancel taxes effective with the close of escrow.

You are authorized to deduct from the amount due grantor an amount sufficient to pay any delinquent taxes, together with penalties and interest thereof, for any fiscal year prior to the fiscal year in which this escrow closes.

WARRANT TO DISTRICT (Cont.)

EXHIBIT
08-EX-39 (REV 6/1995)
Page 2 of 2

You are further authorized to deduct from the amount due grantor an amount sufficient to pay any delinquent taxes, together with penalties and interest thereof, for any fiscal year prior to the fiscal year in which this escrow closes.

You are further authorized to pay demands of beneficiaries under deeds of trust, and of mortgages under mortgages, affecting the property described in said deed. The remainder of the money deposited with you is to be paid to our grantors. (Obtain a copy of each promissory note secured by either a mortgage or deed of trust and forward the note(s) to undersigned after close of escrow.)

Title is to be vested in the State, free of all liens and encumbrances, except for Exception Nos. _____ in Litigation Guarantee No. _____, dated _____.

No prepayment penalties on note secured by trust deeds or mortgages shall be made from the proceeds of this escrow.

Immediately upon close of escrow, please furnish a certified copy of the escrow closing statement submitted to the grantor on the date of recordation.

Immediately upon close of escrow, please insert recording date on the card which has been provided for this purpose and return it to this office.

Right of Way Agent

Telephone _____

Enclosures

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE SECTION 27281)

THIS IS TO CERTIFY, That the State of California, grantee herein, acting by and through the Department of Transportation hereby accepts for public purposes the real property, or interest therein, conveyed by the attached instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Director of Transportation

By _____

_____ and Attorney in Fact

Dear Sir:

By deed dated _____, executed by _____ and recorded _____, in volume _____, Page _____ of Official Records in the Office of the County Recorder of _____ County, the State of California, acting by and through the Department of Transportation acquired by negotiated purchase and sale fee title to the property described as follows:

The purpose of such acquisition was for State highway and therefore constitutes a public use and is now exempt from taxation.

In consideration of the foregoing facts, It is respectfully requested that you take appropriate action under Section 4986 of the Revenue and Taxation Code.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**TAX CANCELLATION CONDEMNATION LETTERS –
ORDER FOR POSSESSION**

EXHIBIT
08-EX-47 (REV 6/1995)

Dist	Co	Rte	Post
Parcel No.			

Dear Sir:

By Order for Possession, the State of California, acting by and through the Department of Transportation, will acquire title to property owned by _____, on _____, Parcel No. _____ in the Condemnation Suit, People vs. _____, SCC No. _____ filed, _____, described as follows:

The purpose of such acquisition is for State highway and therefore constitutes a public use and will be exempt from taxation upon the effective date of possession.

In consideration of the foregoing facts, it is respectfully requested that you take appropriate action under Section 4986 of the Revenue and Taxation Code.

Sincerely,

DEPARTMENT OF TRANSPORTATION

By _____
**District Division Chief
Right of Way**

**ADMINISTRATIVE SETTLEMENT/
STATUTORY OFFER****CONFIDENTIAL**

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

EXHIBIT
08-EX-50
REV 9/1997
Page 1 of 2

DATE:

Grantor/Defendant:

Dist

Co

Rte

Post

Exp Auth

Acquisition Agent:

Parcel No.

AR No.

Revised

Acquisition Senior:

	Dates	State	Owner
Project Certification			
Attorneys			
Suit Filed			
Order for Possession Effect.			
Trial Date			
Settlement Conference		\$	\$
Exchange of Appraisals		\$	\$
Statutory Offer		\$	\$

Appraisal Data	State		Grantor/Defendant		
Date					
Land	\$	\$	\$	\$	\$
Improvements					
Damages					
Curable					
Incurable					
Loss of Goodwill					
Machinery/Equipment					
Lease Bonus Value					
Const. Contract Work					
Other					
Total					

Estimated Litigation costs: \$_____

	Recommended Settlement	Approved Amount/Range
Owner		
Lessee		

Approved

Explanation: _____

**INSTRUCTIONS FOR COMPLETING ADMINISTRATIVE
SETTLEMENT/STATUTORY OFFER**

EXHIBIT
08-EX-50 (NEW 9/1997)
Page 2 of 2

1. This form is to be included in all requests for approval of statutory offers and substantial administrative settlements. Use for non-substantial administrative settlements is at District discretion.
 2. Completion of this form by hand (legibly, in ink) is acceptable.
 3. A written request for approval of the statutory offer or administrative settlement must also be included. This request can be in the form of a memorandum, electronic mail, or fax.
 4. All applicable portions of the form shall be completed.
 5. Explanation beyond what will fit on the form may be required. Such explanation can be included in the request memorandum, or on additional attached pages.
 6. Approved Administrative Settlements and/or statutory offers are to be incorporated into the Memorandum of Settlement.
-

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
REQUEST FOR DECLARATORY RELIEF ACTION

EXHIBIT
08-EX-52 (New 9/1997)

Date: _____

To: Legal Service Center

From: District _____
Right of Way

Dist Co Rte Post

Parcel _____
EA _____

Business Name _____

Owner's Name _____ Phone _____

Attorney _____ Phone _____

Property Address _____
and APN _____

Mailing Address _____

R/W Condemnation Agent _____ Phone _____

R/W Acquisition Agent _____ Phone _____

Goodwill Appraiser _____ Phone _____

Acquisition Amount \$ _____ Escrow Closed _____

☐ Partial Acquisition O.P. Filed _____

☐ Full Acquisition Total Personal Calls _____

Goodwill Appraisal Date _____ Date of Last Personal Call _____

Goodwill Offer Date _____ Total Telephone Calls _____

Goodwill Offer Amount \$ _____ Date of Last Offer _____

Counteroffer (if any) \$ _____ Amount of Last Offer \$ _____

Date shown on R/W Contract Goodwill Clause _____

Remarks: _____

Chief, Right of Way Acquisition Office

Enclosures: ☐ Legal Description ☐ R/W Contract ☐ Loss of Goodwill Appraisal
☐ Appraisal Summary Statement ☐ Summary Statement Relating to Purchase of Real
Property
☐ R/W Diary Entries Pertaining to Goodwill Issues

cc: (2) Legal Service Center, Condemnation, Acquisition Chief, Agent

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
REQUEST FOR LETTER OF CONSENT – FEDERAL LAND TRANSFER

EXHIBIT
8-EX-55 (NEW 8/2018)
Page 1 of 2

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION

District Office Street Address
P.O. Box
City, State, Zip Code
PHONE [YOUR PHONE NUMBER]
FAX [YOUR FAX NUMBER]
TTY 711



Making Conservation
A California Way of Life.

[Date of Letter]

[Granting Federal Agency (GFA) Name]

[GFA Address Line 1]

[GFA Address Line 2]

[Attention: GFA Contact Here]

ACQUISITIONS
Federal Land
Transfer
County xxx Route
000
PM 000.00 – 000.00
EA 00-00000
Project ID: 00-
00000000
R/W Parcel: 00-
00000

Dear [Enter Name of your GFA Contact Here]:

The California Department of Transportation (Caltrans), on behalf of the Federal Highway Administration (FHWA) and as authorized in the FHWA letter dated June 28, 2017 (see attached), is providing this correspondence to initiate the application process for right of way over government land as provided in Sections 107(d) and 317, Title 23, U.S.C. This is Caltrans' request for a Letter of Consent (LOC) from your agency. Upon receipt of your LOC, Caltrans will provide the application to FHWA for review and approval.

The State's project will [enter a short general description of the work to be done here] on [enter the location of the job here] on Route [enter the route designation here] in [enter county name here] County. The total land area required is [enter the total acquisition area in acres here]. The Federal Agency having jurisdiction is:

[Enter the mailing address of the local office of the granting Federal agency (GFA) here.]

Attention: [Enter the name, phone number, e-mail address of the GFA local contact person here].

Enclosed for your reference:

1. Caltrans' Direct Letter of Consent Correspondence Authority, 6/28/17
 2. Draft Highway Easement Deed.
 3. Mapping
 4. Approval pages of NEPA document
- [Include other attachments as appropriate]

I can be reached at (xxx) xxx-xxxx or via email at [EMAILNAME]@dot.ca.gov if you have any questions or other requirements.

Sincerely,

[NAME OF DISTRICT FLT COORDINATOR]
Associate Right of Way Agent

Enclosures

c: Joseph Vaughn, FHWA
Thomas O'Neil, Caltrans Headquarters

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY CONTRACT - STATE HIGHWAY
RW 08-03 (REV 04/2021)

DIST	CO	RTE	POST	EXP AUTH
			DATE	

GRANTOR

Document No. _____ in the form of a _____, covering the property particularly described in the above instrument has been executed and delivered to _____, Right of Way Agent for the State of California.

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

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

(B) Grantee requires said property described in Document No. _____ for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

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

(C) The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

(D) Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

2. The State shall:

(A) Pay the undersigned grantor(s) the sum of \$ _____ for the property or interest conveyed by above document(s) when title to said property vests in the State free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes, except:

a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code, if unpaid at the close of escrow.

b. Covenants, conditions, restrictions and reservations of record, or contained in the abovereferenced document.

c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.

(C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.

RIGHT OF WAY CONTRACT — STATE HIGHWAY — TEMPORARY EASEMENT

RW 08-04 (REV 09/2021)

DIST	CO	RTE	POST	EXP AUTH
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_____, California

_____, _____

Grantor

THIS DOCUMENT NO., _____ in the form of a TEMPORARY EASEMENT, covering the property particularly described in Clause 3 below has been executed and delivered to _____,
Right of Way Agent for the State of California.

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

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed improvement.
2. The State shall pay the undersigned grantor(s) the sum of \$ _____ for this Temporary Easement.
3. Permission is hereby granted the State or its authorized agent to enter upon grantor's land where necessary within that certain area shown outlined in red on the map marked Exhibit "A" attached hereto and made a part hereof, for the purpose of
4. This Temporary Easement shall terminate upon completion of the project known as

5. The undersigned grantor(s) warrant(s) that they are the owner(s) in fee simple of the property affected by this Temporary Easement as described in Clause 3 above and that they have the exclusive right to grant this Temporary Easement.
6. The parties to this contract shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Parts 21 and 28 C.F.R. Section 50.3.

Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this contract.

APPLICATION FOR PUBLIC HIGHWAY

RW 08-06 (REV 06/1995)

Page 1 of 2

DISTRICT	COUNTY	ROUTE	POST MILE	DATE	PARCEL NUMBER	EXP AUTH
----------	--------	-------	-----------	------	---------------	----------

BUREAU OF INDIAN AFFAIRS
CALIFORNIA INDIAN AGENCY
SACRAMENTO, CALIFORNIA

Attention:

Gentlemen:

The Department of Transportation of the State of California, hereby petitions the Secretary of the Interior to grant permission in accordance with Act of February 5, 1948 (62 Stat. 17) to open and establish a public highway across Indian lands for a distance of _____ kilometers as shown on accompanying map of definite location.

All of the laws of the State of California with regard to the opening and establishment of a State highway have been complied with in this instance.

The right of way applied for has a minimum width of _____ meters, with greater widths where required for cuts, fills and channel changes. Said right of way conforms to the applicant's standards for highway of the type proposed to be constructed. The highway is a (relocation, improvement, or applicable term) of a portion of the existing State Highway (Co., Rte., Post) between _____ and (nearest towns) in _____ County, California, and is public necessity for the reason (state reasons and warrants in brief). The proposed construction project is (state if FAP, Forest highway or other cooperative project).

Tracings and blueline prints showing map of definite location are attached to this application.

The State of California hereby agrees to comply with the following stipulations in the event the right of way herein applied for is granted.

(A) To construct and maintain the highway in a workmanlike manner.

(B) To pay promptly all damages and compensation, in addition to the deposit made pursuant to Section 161.4 (U. S. Code Title 25-Indians), determined by the Secretary to be due to the landowners and authorized users and occupants of the land on account of the survey, granting, construction and maintenance of the right of way.

APPLICATION FOR PUBLIC HIGHWAY

RW 08-06 (REV 06/1995)

Page 2 of 2

(C) To indemnify the landowners and authorized users and occupants against any liability for loss of life, personal injury and property damage arising from the construction, maintenance, occupancy or use of the lands by the applicant, its employees, contractors and their employees, or subcontractors and their employees.

(D) To restore the lands as nearly as may be possible to their original condition upon the completion of construction to the extent compatible with the purpose for which the right of way was granted.

(E) To clear and keep clear the lands within the right of way to the extent compatible with the purpose of the right of way; and to dispose of all vegetative and other material cut, uprooted, or otherwise accumulated during the construction and maintenance of the project.

(F) To take soil and resource conservation and protection measures, including weed control, on the land covered by the right of way.

(G) To do everything reasonably within its power to prevent and suppress fires on or near the lands to be occupied under the right of way.

(H) To build and repair such roads, fences, and trails as may be destroyed or injured by construction work and to build and maintain necessary and suitable crossings for all roads and trails that intersect the works constructed, maintained, or operated under the right of way.

(I) That upon revocation or termination of the right of way, the applicant shall, insofar as it is reasonably possible, restore the land to its original condition.

(J) To at all times keep the Secretary informed of its address, and in case of corporations, of the address of its principal place of business and the names and addresses of its principal officers.

(K) That the applicant will not interfere with the use of the lands by or under the authority of the landowners for any purpose not inconsistent with the primary purpose for which the right of way is granted.

Your favorable consideration is requested and, subsequently, it is expected that you will forward the approved grant of easement to this office.

STATE OF CALIFORNIA
BUSINESS, TRANSPORTATION AND HOUSING AGENCY
DEPARTMENT OF TRANSPORTATION

By _____
District Director

AFFIDAVIT OF COMPLETION

RW 8-7 (Rev. 9/1997)

Lock Data on Form

DISTRICT	COUNTY	ROUTE	KP (P.M.)

STATE OF _____ }
COUNTY OF _____ } §

_____, being first duly sworn, says that he/she is the _____
Engineer of _____ ; that the right of way has been constructed under his/her
supervision a distance of _____ kilometers/miles across a portion of the _____ Indian
Reservation, _____ ; that this construction began on _____ ,
_____, and completed on _____ , _____ ; that the right of way does not materially deviate
from the approved plans, notes, and maps filed _____ , _____ .

Construction Engineer

Subscribed and sworn to before me this _____ day of _____ , _____ .

CERTIFICATE

RW 8-8 (Rev. 6/1995)

DISTRICT	COUNTY	ROUTE	KP (P.M.)
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I, _____, do hereby certify that I am _____ for
_____ hereinafter designated the "applicant"; that _____, who
subscribed the foregoing affidavit, is employed by the "applicant"; that in its construction of the
right of way does not deviate from the approved plans, notes, and maps filed _____
, ____ ; and that the "applicant" has in all thigns complied with the requirements of the Act of
February 5, 1948, and applicable regulations pursuant to which the "applicant" has been granted
the right of way.

District Director

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
MEMORANDUM OF SETTLEMENT
 RW 8-12 (Rev. 6/1995)

CONFIDENTIAL

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

Page 1 of 7

PARCEL COUNT:

APPRAISAL REPORT NUMBER

FEDERAL PROJECT NUMBER

BOOK

INTERSTATE

DATE

☐ YES☐ NO

DIST

PARCEL NUMBER

CO

RTE

POST

EXP AUTH

PROGRAM NUMBER

TO:

DATE

FROM:

ACQUIRED FOR:

1. Normal RW

2. Hardship

3. Other

SUBJECT:

ADDRESS OF PROPERTY:

DOCUMENTS IN FILE

- | | |
|--|--|
| <input type="checkbox"/> R/W Contract | <input type="checkbox"/> Inventory and Disposal Record |
| <input type="checkbox"/> Grant Deed | <input type="checkbox"/> Parcel Diary |
| <input type="checkbox"/> Quitclaim Deed | <input type="checkbox"/> Appraisal Summary Statement |
| <input type="checkbox"/> Easement Deed | <input type="checkbox"/> Summary Statement Relating to Purchase of Real Property |
| <input type="checkbox"/> Title Report | <input type="checkbox"/> Excess Land Parcel Summary |
| <input type="checkbox"/> Map | <input type="checkbox"/> Excess Property Valuation |
| <input type="checkbox"/> Right of Entry | <input type="checkbox"/> Data Sheet in Duplicate |
| <input type="checkbox"/> Appraisal with Photograph(s) | <input type="checkbox"/> Rental-Escrow Instructions |
| <input type="checkbox"/> Parcel Information Sheet | <input type="checkbox"/> Occupancy Certification |
| <input type="checkbox"/> Statement of Information | <input type="checkbox"/> Owner-Occupant Residential Entitlement Form |
| <input type="checkbox"/> Copy of Letter to Beneficiary | <input type="checkbox"/> Federal Participation Memorandum |
| <input type="checkbox"/> Rap Valuation Summary | <input type="checkbox"/> Notice of Acquired Excess Land |
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

1. TYPE OF TRANSPORTATION FACILITY:☐ Freeway☐ Expressway☐ Conventional

Certification Date:

Construction Project:

2. ACCESS:☐ Acquired in accordance with the Certificate of Sufficiency

Frontage Road

☐ YES☐ NO☐ None-Entire Acquisition ☐ None-Not Required**3. DEED CLAUSES:**☐ Description checked against area being acquired.

Form RW

Standard Clauses:

Special Clauses: (See Page No.)

Do the subject exceptions and/or reservations have material effect on
 the market value of the property being acquired?

☐ YES☐ NO

MEMORANDUM OF SETTLEMENT (Cont.)
RW 8-12 (Rev. 6/1995)

	PARCEL NUMBER
--	---------------

4. DESCRIPTION OF PROPERTY ACQUIRED:

LAND:	
PARTIAL ACQUISITION AREA	TOTAL ACQUISITION AREA
REMAINDER AREA	AREA OF EXCESS
AREA IN RW	AREA OF REMNANT
FEE	OTHER AREA
EASEMENT	AREAS CALCULATED BY _____ ACRE _____ SQ. FT.
SUBSTITUTE UTILITY OR ACCESS EASEMENT AREA	

IMPROVEMENTS: ALL _____ PART _____ NONE _____

(See Page No.)

5. CONSTRUCTION CONTRACT OBLIGATIONS:

☐ None

CLAUSE NUMBER	APPRAISAL	SETTLEMENT

(See Explanation - Item 8 - for variation from appraisal)

6. EXCHANGE OF LAND: ☐ YES ☐ NO

☐ See Explanation - Item 8 - and map

--

MEMORANDUM OF SETTLEMENT (Cont.)

RW 8-12 (Rev. 6/1995)

PARCEL NUMBER

7. CONDEMNATION INFORMATION: ☐ NONE

PEOPLE V.

SCC NUMBER

DATE FILED

O.P. * EFFECTIVE DATE

INDEPENDENT APPRAISER EMPLOYED?

☐ YES☐ NO

* GRANTOR HAS WITHDRAWN OR MADE APPLICATION FOR WITHDRAWAL OF DEPOSIT

☐ YES☐ NO**8. SETTLEMENT:** ☐ By Contract ☐ Other**COMPARISON WITH APPRAISAL:**

ITEM	APPRAISAL	SETTLEMENT
Land	\$	\$
Improvements	\$	\$
Damages/Loss of Goodwill	\$	\$
Total	\$	\$
Rounded to:	\$	\$
a. Subtotal	\$	\$
LESS Credit for		\$ < >
Subtotal		\$
b. Interest Payment		\$
Cash to Grantor		\$
c. CCW Obligations	\$	\$
Total Consideration (a+b+c)	\$	\$

Funds withheld in the amount of \$ _____
to cover**EXPLANATION:**

(See Page No.)

MEMORANDUM OF SETTLEMENT (Cont.)

RW 8-12 (Rev. 6/1995)

		PARCEL NUMBER
T.R. NUMBER	DATE	
GRANTOR		

9. TITLE EXCEPTIONS:

TAKEN SUBJECT TO:

T.R.	Contact	Description and Explanation

Do the subject exceptions have material effect on the market value of property being acquired? ☐ YES ☐ NO

MEMORANDUM OF SETTLEMENT (Cont.)

RW 8-12 (Rev. 6/1995)

		PARCEL NUMBER
T.R. NUMBER	DATE	
GRANTOR		

9. TITLE EXCEPTIONS:

NOT TAKEN SUBJECT TO:

T.R.	Contact	Description and Explanation

(See Page No.)

MEMORANDUM OF SETTLEMENT (Cont.)

RW 8-12 (Rev. 6/1995)

PARCEL NUMBER

10. UNRECORDED INTERESTS:

Investigation indicates none involved.

Handled as follows:

11. SPECIAL CLAUSES IN CONTRACT:☐ NONE

CLAUSE NUMBER	EXPLANATION

(See Page No.)

12. POSSESSION AND OCCUPANCY:

PROPERTY TO BE DELIVERED

- ☐ Vacant on _____
- ☐ On Close of Escrow
- ☐ 15-Day Grace Period

PRESENT POSSESSION:

- ☐ Grantor
- ☐ State
- ☐ Tenant
- ☐ Vacant

Lease Quitclaimed ☐ YES ☐ NORENTABLE LAND: ☐ NONE

- ☐ Unimproved
- ☐ With Improvements

Grantor (Lessee) to Remove Improvements ☐ YES ☐ NO

RENTAL or LEASE Provisions in Contract

☐ YES ☐ NO

Rate \$ _____

COMMENTS:

13. DATE OF VESTING IN GRANTOR:

During last 5 years

☐ YES ☐ NO

ACQUISITION DATA WITHIN 5 YEARS:

DATE

CONSIDERATION:

\$

FROM WHOM ACQUIRED:

PERTINENT INFORMATION REGARDING PURCHASE:

MEMORANDUM OF SETTLEMENT (Cont.)

RW 8-12 (Rev. 6/1995)

PARCEL NUMBER

14. ADVERTISING STRUCTURES: ☐ NONELease: ☐ YES ☐ NO Structure(s) owned by: _____Cancellation clause in lease: ☐ YES ☐ NO

COST OF:

REMOVAL:

RELOCATION:

COST TO BE BORNE BY:

COMMENTS:

15. MISCELLANEOUS INFORMATION:

- a. The attached right of way contract embodies all of the considerations agreed upon between the undersigned and the property owner.
- b. The attached right of way contract was obtained without coercion, promises other than those shown in the contract, or threats of any kind whatsoever by or to either party.
- c. I understand that the rights being secured may be used in connection with a Federal-aid highway project.
- d. I have no direct or indirect present or contemplated future personal interest in the property being acquired or in any benefit from the acquisition of subject property.

RECOMMENDED FOR APPROVAL:

RIGHT OF WAY AGENT

DATE

CHIEF, ACQUISITION BRANCH, DISTRICT _____

DATE

APPROVED:

DISTRICT DIVISION CHIEF RIGHT OF WAY, DISTRICT _____

DATE

INSTRUCTIONS FOR COMPLETING FORM 8-12

The Memorandum of Settlement is used to explain the agreement reached with the property owner as contained in the Right of Way Contract and is completed as follows:

UPPER PORTION PAGE 1

Enter the Appraisal Supplement Number and date, whether or not the project is Interstate, the Federal Project Number, if applicable, and the Parcel Count. Below this, enter the District, Parcel No., County, Route, Post, E.A. and Program Number. The next line contains to whom the Memorandum is sent (DDC-RW, for instance), Date of preparation and Name of agent preparing. This is followed by the names of the Grantors, Address and location of the property being acquired and the purpose of the acquisition. The next section contains boxes to be checked to describe all of the documents in the file.

This is followed by a series of numbered sections as follows:

1. **Type of transportation facility.** The type of improvement involved, its construction limits and the proposed certification date as contained in the current report of Status of Unadvertised Projects.
2. **Access.** If access rights are being acquired, confirm that they are being acquired in accordance with the Certificate of Sufficiency. If not acquired, indicate whether it is a total acquisition or access rights are not required.
3. **Deed Clauses.** The Acquisition Agent must ensure the conveying instrument correctly describes the area for which payment is being made. If it is necessary to revise a standard deed clause, the reason for such revision must be stated with a copy of the clause included. List all clauses contained in the Deed to State such as DFA, DM-4, DM-9, etc.

Exceptions such as retention of water or other mineral rights in the Deed to State, shall be explained under "Deed Clauses" as to their effect, if any, on the market value of the property being acquired.

4. **Description of Property Acquired.** A description (by hectare or square meter) of land being acquired, including areas within the right of way, remainders, area acquired for utility relocation and excess, as appropriate.

Improvements which are accountable on Right of Way Improvements and Personal Property Inventory and Disposal Record (see Property Management Chapter) must be listed.

5. **Construction Contract Obligations.** Construction items which have been included in the Contract must be shown in a comparison with the construction items listed in the approved appraisal in some instances, grantors may request cash in lieu of the State's contractor performing the work, e.g., constructing fencing or a road approach. In these cases the portion of the payment covering the item(s) shall be shown as damages. If such payment is made, then the construction obligation is to be removed from the construction plans or "job book." These variations shall be explained here, and the Contract must contain appropriate clause(s) covering the situation. See Section 8.50.04.01L.
6. **Exchange of Land.** Where an exchange of land is proposed, it is necessary to provide the following material:
 - A. A market-value appraisal of the excess land as described in the Appraisal Chapter.
 - B. A map delineating the property being acquired, the remaining property of the grantor, the excess land proposed to be conveyed and any remaining State-owned excess land either contiguous to the land to be exchanged or to grantor's remaining land.
 - C. Where improvements are located on the excess land to be exchanged, their disposition must be explained.
 - D. If the credit received by State for the excess land varies from its market-value appraisal, the difference should be explained or justified.
 - E. The retention or release of access rights by the State is to be discussed and explained as necessary. Where the land is to be burdened with easements for slopes, drainage channels, or utilities, etc., discuss the effect these rights may have on the value of the property being conveyed unless they have already been accounted for in the market-value appraisal of the excess.

F. For exchanges which must have the prior approval of the Program Manager, RW & AM, see Section 8.01.16.00.

7. **Condemnation Information.** Where the State has filed a condemnation action, include the suit name, number and condemnation parcel number. If an OP has been secured, show the effective date of the Order as well as indication that the grantor has or has not made application for withdrawal of State's deposit.

If acquisition is completed by stipulated judgement, contested judgement, or default, Page 3 (alternate A) will be used in lieu of Page 3 and the MOS shall include a brief narrative explanation of the pertinent portions of the negotiations and subsequent condemnation proceedings and should be accompanied by any or all of the following documents which are applicable: Trial Report, copy of memorandum authorizing use of condemnation appraisals and a copy of the attorney's recommendation.

8. **Settlement.** A comparison of the settlement figures with the approved staff appraisal, segregated into land, improvements, and damages.

Where the settlement varies from the amount in the approved staff appraisal, complete justification shall be included. Where an Administrative Settlement is involved, the authorization letter and the requesting letter shall be included in the schedule submitted to RW&AM. If an independent or staff independent appraisal has been authorized for use, include the authorization letter and a copy of the requesting letter.

- A. The Appraisal Branch shall be responsible for preparation of revised Appraisal Reports, Appraisal Sheets, or Memoranda of Adjustment where valuation premises are involved.
 - B. If an independent appraiser has been employed by the State, list name, date of report, and amount of appraisal.
 - C. If the settlement varies from the appraisal and excess land is being acquired, the MOS shall contain appropriate proration of land, improvements, damages, and rent or interest between right of way and excess. The MOS will constitute the basis for preparation of the Federal Participation Memorandum. See Section 8.50.04.00.
 - D. In cases involving payment of interest for possession of the property, this amount shall be set forth separately after the total for land, improvements and damages. The calculations used in arriving at the interest payment shall also be shown.
 - E. If improvements are retained by the property owner, justification including the amount of credit received by State shall be included. If settlement is based on payment for the improvement less its salvage or retention value, include the memorandum establishing such salvage or retention value.
 - F. Where payment is to be made to owner in lieu of the State directly assuming responsibility of moving improvements, the payment for moving and rehabilitation shall be substantiated and supported by a statement of the names of bidders, the bids received and the items which were covered by such bids. These bids shall be retained in the District Office of Right of Way file. If the District has made its own detailed estimate to substantiate the contract amount, include a copy or summary of this estimate. Show the other items of cost and value allowed to the owner over and above those set forth in such bids and estimates.
 - G. Whenever the grantor is to perform work or is to remove improvements, a portion of the total payment should be withheld either to ensure performance or as liquidated damages in the event State must perform the work. It must be sufficient to cover State's total expense.
 - H. When excess lands are acquired, the inventory value (value of excess after the acquisition) and net damages to the excess land as shown on Excess Property Inventory Valuation are to be listed under "EXPLANATION."
9. **Title Exceptions.** Each title exception appearing in the Preliminary Title Report shall be explained in sufficient detail for accurate determination as to the nature and effect of such encumbrance. If a given encumbrance is to be eliminated after close of escrow, the method and approximate time of its elimination shall be clearly explained. All explanations shall include a reference to the exception number in the title report and its corresponding paragraph number in the Contract.

Where title is to be taken subject to an exception, a statement shall be included under "Title Exceptions - Taken Subject To" as to the effect of the subject exception on the State's title. If title encumbrances are to be eliminated in connection with the transaction, this fact and the proposed means of elimination shall be clearly explained.

If the property is being acquired without the benefit of a title report, include a statement that district personnel made the title search, or if an ownership statement was secured from an escrow company, such statement is to be included.

10. **Unrecorded Interests.** Describe all unrecorded interests in or affecting the parcel being acquired, and the method of their elimination.
11. **Special Clauses in Contract.** Any alteration of standard contract clauses must be described and justified. All clauses used, other than standard clauses, must be explained.
12. **Possession or Occupancy.** Indicate who is in possession of the property, and, if a lessee, whether a quitclaim deed has been obtained. Indicate how and when property will be delivered. All rental provisions must be explained. If the amount of rent is specified in the Contract, justify that amount. This may consist of the inclusion of data from the appraisal or memorandum from Property Management establishing the rate.
13. **Date of Vesting in Grantor.** If grantor acquired title within the five-year period immediately preceding the date of the Contract, the MOS must show the date acquired, the consideration which grantor paid, the person(s) from whom grantor acquired the property, and any other pertinent information available regarding the purchase price. A mere statement as to the amount of transfer tax stamps is not sufficient.
14. **Advertising Structures.** Indicate whether advertising structures are involved. Complete information should be given concerning any structure leases affecting the property, together with a statement as to the disposition of the structures and the responsibility for payment for their removal.
15. **Miscellaneous Information.** Any pertinent information (complaints, legislative inquiries) not presented elsewhere should be included here. How the complaint was handled should be included.

If the grantor is an employee of the Business, Transportation and Housing Agency, a statement to that effect giving Civil Service or other title and the Department or Division in which employed, will be included here.

- A. When acquisition is completed by Contract, the following statements will be included under Item 15:
 - (a) The attached Right of Way Contract embodies all of the consideration agreed upon between the undersigned and the property owner.
 - (b) The attached Right of Way Contract was obtained without coercion, promises other than those shown in the contract, or threats or any kind whatsoever by or to either party.
 - (c) I understand that the rights being secured may be used in connection with a Federal-aid highway project.
 - (d) I have no direct or indirect present or contemplated future personal interest in the property being acquired or in any benefit from the acquisition of subject property.
- B. When acquisition is completed by condemnation, the following statements should be included under Item 15.
 - (a) I understand that the rights being secured may be used in connection with a Federal-aid highway project.
 - (b) I have no direct or indirect present or contemplated future personal interest in the property being acquired or in any benefit from the acquisition of subject property.

Lock Form

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

MEMORANDUM OF SETTLEMENT (SHORT FORM)

RW 8-13 (Rev. 6/1995)

CONFIDENTIAL

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

DISTRICT	PARCEL NUMBER	COUNTY	ROUTE	POST	EXP AUTH	PROGRAM NUMBER
APPRAISAL REPORT NUMBER	PARCEL COUNT		ACQUIRED FOR:		FEDERAL PROJECT NUMBER	
			1. NORMAL R/W		#	
DATE			2. OTHER		INTERSTATE <input type="checkbox"/> YES <input type="checkbox"/> NO	

To:

From:

Right of Way Agent

SUBJECT: Acquisition of property from

Address of property

Cash settlement on the referenced parcel is in the amount of \$ _____.

Construction contract obligations, if any, total \$ _____.

Unless otherwise noted, eminent domain action has not been instituted and there have not been any complaints to Headquarters.

ADDITIONAL INFORMATION:

The attached Right of Way Contract embodies all of the considerations agreed upon between the undersigned and the property owner. The attached Right of Way Contract was obtained without coercion, promises other than those shown in the Contract, or threats of any kind whatsoever by or to either party.

I understand that the rights being secured may be used in connection with a Federal-Aid highway project. I have no direct or indirect present or contemplated future personal interest in the property being acquired or in any benefit from the acquisition of subject property.

RECOMMENDED FOR DISTRICT APPROVAL:

Chief, Acquisition Branch, Dist. __________
Right of Way Agent

APPROVED:

District Division Chief, Right of Way, Dist __________
Date

CERTIFICATION OF TITLE

RW 8 -14 (REV 4/2002)

Lock Data on Form

Parcel: _____

CERTIFICATION OF TITLE

On _____, I inspected the _____ records and hereby
certify to the best of my knowledge that:

A. The vesting of the subject property is:

B. There are no delinquent county taxes affecting the subject property.

C. There are no Notices of Default, liens, and/or other encumbrances affecting the subject property which will jeopardize State's title to the property to be acquired.

D. The State's standard indemnity clause has been included as Clause _____ of the Right of Way Contract, and pursuant to Clause _____ of the Right of Way Contract, the above listed grantors warrant ownership in fee simple and the exclusive right to execute the _____ Deed.

Comments:

Right of Way Agent

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

MEMORANDUM OF FINAL TITLE

RW 8-15 (Rev. 6/1995)

DATE	DISTRICT	COUNTY	ROUTE	POST	EXP AUTH	PARCEL NO.	AR NO.

To: Right of Way and Asset Management Program, Acquisition Branch

Transaction With _____

1. Retained in the District Files are the Following:

- | | |
|--|--|
| <input type="checkbox"/> Grant Deed | <input type="checkbox"/> Relinquishment Resolution No. _____ |
| <input type="checkbox"/> Quitclaim Deed | <input type="checkbox"/> Vacation Resolution No. _____ |
| <input type="checkbox"/> Easement Deed | <input type="checkbox"/> Special Use Permits |
| <input type="checkbox"/> Final Order of Condemnation | <input type="checkbox"/> Map Filing |
| <input type="checkbox"/> Relinquishment of Access Rights | <input type="checkbox"/> (Joint) (Common) Use Agreement |
| <input type="checkbox"/> Policy of Title Insurance | <input type="checkbox"/> Judgement in Condemnation |
| No. _____ | |

Schedule No. (s)

2. Supporting Information

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Donation | <input type="checkbox"/> Exchange |
| <input type="checkbox"/> Access rights involved | |
| <input type="checkbox"/> Entry made on District right of way records maps | |
| <input type="checkbox"/> Title conditions in the policy (are) (are not) in accordance with schedule letter dated _____ | |

If not, explain:

Documents have been accepted on behalf of the State and recorded _____

Volume _____ , Page _____ , Official Records, _____ County.

**DISTRICT DIRECTOR
OF TRANSPORTATION**

By _____

District Division Chief
Right of Way, Dist. _____

Lock Form

Federal Project #
FEDERAL PARTICIPATION
On the project ☐ YES ☐ NO
On the parcel ☐ YES ☐ NO

TO: 1) R/W Planning & Management

2) R/W Accounting Section

FROM: R/W ACQUISITION

Dist	Co	Rte	Post Mile
Parcel		Project ID/Phase	
Grantor			

An agreement has been reached with the owner of the referenced parcel, which creates an encumbrance or obligation of capital funds. Following is a segregation of funds indicating whether they are eligible for Federal reimbursement or reportable to the IRS/FTB.

	Eligible	Ineligible	Suspense	Sub-Obj
LAND: Right of Way/Right of Entry	(050)	(050N)	(050N)	P
Early Acquisition		(083N)	(083N)	P
Excess		(080N)	(080N)	P
Mitigation Site or Credits	(081)	(081N)	(081N)	P
TEMPORARY EASEMENT(S)	(050)	(050N)	(050N)	R
Early Acquisition		(083N)	(083N)	R
IMPROVEMENTS: Right of Way	(050)	(050N)	(050N)	P
Early Acquisition		(083N)	(083N)	P
Excess		(080N)	(080N)	P
PERSONALTY	(059)	(059N)	(059N)	P
MACHINERY & EQUIPMENT	(050)	(050N)	(050N)	P
DAMAGES to Remainder(s)				
Cost-to-Cure Damages (Reportable-see instructions)	(050)	(050N)	(050N)	P
Other Damages (Reportable-see instructions)	(050)	(050N)	(050N)	P
DAMAGES to Excess Parcel(s)				
Cost-to-Cure Damages	(050)			G
Other Damages	(050)			G
GOODWILL	(050)	(050N)	(050N)	P
INTEREST	(053)	(053N)	(053N)	I
COURT COSTS	(130)	(130N)	(130N)	P
RENT	(050)	(050N)	(050N)	R
OTHER	(050)	(050N)	(050N)	
SUBTOTALS TO GRANTOR	\$	\$	\$	
TOTAL TO GRANTOR	\$			
TOTAL TO DAMAGES to Excess Parcel(s)	\$			

I certify that FWO/ION was issued to the grantor(s) for amount shown on (date)

INFORMATION MUST BE PROVIDED FOR ACCOUNTING TO PROCESS THIS TRANSACTION:

A) CONDEMN DEPOSIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	Journal Entry No.	Total of Deposits \$	(09) (N)	\$
B) CONDEMN WITHDRAWAL	<input type="checkbox"/> Yes <input type="checkbox"/> No		CDF -	Amount	\$
C) Withheld Funds	<input type="checkbox"/> Yes <input type="checkbox"/> No			()	\$
D) Excess Exchanged	<input type="checkbox"/> Yes <input type="checkbox"/> No		DD# of Parcel Given	Mkt Value	\$
E) Right of Entry	<input type="checkbox"/> Yes <input type="checkbox"/> No		Date	Prev. Enc.	\$
F) Settled by:	<input type="checkbox"/> R/W Contract <input type="checkbox"/> Court Order <input type="checkbox"/> Not yet settled			FFY:	

R/W ACQUISITION AGENT:

Sign	Date	SR. R/W ACQUISITION AGENT APPROVAL:	
Print	Telephone	Sign	Date
		Print	Telephone

Add a coding line for any amounts in the "DAMAGES to Excess Parcel(s)" section.

RIGHT OF WAY PLANNING AND MANAGEMENT TO COMPLETE UNSHADED FIELDS

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE	(N)	SUB OBJ	BFY	AMOUNT
	C501	2660				1					
	C501	2660				1					
	C501	2660				1					

VCUST#

PLANNING & MANAGEMENT APPROVAL:

Sign	Date	ITEM	CHAP	STAT	FFY	\$
Print	Telephone	Signature				

CERTIFICATION OF FUNDS

I hereby certify that budgeted funds are available for the period and purpose of the expenditures shown.

Distribution: Original + 1 copy - R/W Accounting; 1 copy - District P & M; 1 copy - Originating Office; 1 copy + RW 16-1 - Excess Land

ADA Notice

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**INSTRUCTIONS FOR COMPLETING THE FEDERAL PARTICIPATION MEMORANDUM
(RW 08-16)**

The RW 8-16 form is completed for settlements or agreements such as Right of Way Contracts, condemnation settlements (executed with a Right of Way Contract) or court judgments (executed with court documents), temporary easements, rental payments, release of contract retention, etc. When properly completed, the form provides essential information to ensure that Federal reimbursement is maximized.

The form is forwarded to Planning and Management (P&M) for coding and funding review prior to sending to R/W Accounting for payment. The **original** is included as part of the Acquisition Claim Schedule Package for payment request. A **copy** is included in the official parcel file maintained in the Region/District.

Right of Way Acquisition identifies R/W costs for Federal Aid eligibility and completes the following fields:

- Federal project number, Federal participation on project and parcel
(Consult R/W Planning and Management for eligibility of Federal participation on both parcel and project or if parcel is being acquired under the Early Acquisition guidelines. Early Acquisition parcels are INELIGIBLE. Advance Acquisitions (e.g. Hardship and Protection parcels) are ELIGIBLE.
- District, County, Route
- Post Mile (PM), Parcel, Project ID, Phase
- Grantor Name
- Apply appropriate charges to the Eligible, Ineligible, and Suspense columns, subtotals and total.
Eligible/Ineligible refers to Federal participation
Reportable/non-reportable refers to IRS tax reporting. Reportable does not mean taxable.

LAND: Right of Way/Right of Entry - Acquisition Cost - enter value of land in R/W as indicated in the appraisal.

Early Acquisition - enter value of land within R/W acquired under early acquisition process.

Excess - pro rata value of land in acquired Excess. (Excess land is not eligible for FHWA participation. While damages to remaining land outside the right of way are eligible, the residual value of remainder property acquired as excess is not eligible.)

Mitigation Site or Credits - enter value of mitigation site or credits.

TEMPORARY EASEMENT(S) - value of the temporary easement - enter the amount paid to the grantor for use of land associated with (any) temporary easement. This amount is *reportable* to the IRS/FTB as rental income.

Early Acquisition - enter value of the temporary easement acquired under early acquisition process.

IMPROVEMENTS: Right of Way - enter value of improvements in R/W.

Early Acquisition - enter value of improvements within R/W acquired under early acquisition process.

Excess - enter value of improvements in the Excess. (Excess land is not eligible for FHWA participation.

While damages to remaining improvements outside the right of way are eligible, the residual value of remainder property acquired as excess is not eligible.

PERSONALTY - insert the settlement amount of personal property acquired pursuant to manual section 8.06.05.

MACHINERY & EQUIPMENT - enter value of acquired items pertaining to realty.

NOTE ON REPORTABILITY: Reportable does not mean taxable. Cost-to-cure damages will be reportable if the amount is greater than \$600.00.

DAMAGES to Remainder(s):

Cost-to-Cure Damages - in partial acquisitions, enter the amount of curative damages included in the acquisition price paid to the Grantor. These costs are normally eligible.

Other Damages - in partial acquisitions, enter the amount paid to the Grantor for permanent loss in value to the remainder. These damages are normally eligible.

INSTRUCTIONS FOR COMPLETING THE FEDERAL PARTICIPATION MEMORANDUM (con't)
(RW 08-16)

DAMAGES to Excess Parcel(s): These calculations are to capture federal participation only. They are not included in payment to Grantor.

Cost-to-Cure Damages - enter the amount of curative damages included in the partial acquisition appraisal, either primary or alternate, that is attributed to the excess parcel(s) acquired as either an uneconomic remnant or excess acquisition.

Other Damages - enter the amount of damages for permanent loss value to the excess parcel(s) included in the partial acquisition appraisal, either primary or alternate, that is attributed to the excess parcel(s) acquired as either an uneconomic remnant or excess acquisition.

GOODWILL - eligible for Federal participation.

INTEREST - eligible for Federal participation.

COURT COSTS - eligible for Federal participation.

RENT - rental amounts required to hold property vacant until acquisition is completed. Eligible for participation.

OTHER - are expenses paid to the Grantor such as Incentive Payments and Notary Fees.

NOTE ON INVERSE CONDEMNATION: Payment for inverse actions are generally ineligible unless individually approved for reimbursement by FHWA.

- **SUBTOTALS TO GRANTOR** - enter amounts for each column. Do not include amounts from the "DAMAGES to Excess Parcel(s)" section.
- **TOTAL TO GRANTOR** – enter total amounts in Eligible, Ineligible, and Suspense columns. Do not include amounts from the "DAMAGES to Excess Parcel(s)" section.
- **TOTAL TO DAMAGES to Excess Parcel(s)** - total amounts for the two boxes in the "DAMAGES to Excess Parcel(s)" section.
- Complete all Yes and No boxes in Rows A through E and mark appropriate box in Row F. Complete corresponding boxes to the right.
- ***I certify FWO/ION was issued to the grantor(s) for amount shown on _____.**
To be filled out only when the Region/District chooses to encumber funds at the time of the First Written Offer (Initiation of Negotiation). Insert the date the First Written Offer was issued to the grantor(s).
- Acquisition Agent will sign, date, print name and enter telephone number.
- Acquisition Senior will sign, date, print name and enter telephone number.

Right of Way - Planning & Management completes the following fields:

- Unshaded area of coding box.
- Add the letter "I" to reporting code if Incentive Payment is involved.
- Add a coding line for any amounts in the "DAMAGES to Excess Parcel(s)" section.
- *Codes the reference document prefix "FW" with the parcel number (i.e. FW parcel#) when encumbering funds at the time of the First Written Offer (Initiation of Negotiation).
- Planning and Management will sign the form indicating that the Project ID and FFY are set up in Advantage and that funding is available. Also date, print name and telephone number.
- Planning and Management will sign and date in Certification of Funds box indicating that they have confirmed through Advantage that the Project ID is set-up appropriately and that funding is available.

* Region/Districts have the ability to encumber funds at the time of the First Written Offer, subject to the procedures and criteria outlined in the Department's memorandum, entitled "Encumbering Right of Way Capital Funds at the First Written Offer" a.k.a. Initiation of Negotiation, dated November 29, 2005 issued by the Office of Planning and Management.

ACQUISITION INVOICE

RW 8-17 (REV 6/2012)

Lock Data on Form

To: **Right of Way Accounting Section**

Date: _____

From: **Right of Way - District** _____

District	County	Route	Post Mile	Project ID	Phase	Parcel No.

Payment for:

- ☐ Execution of Deed Number: _____
☐ Temporary Easement: _____
☐ Release of Contract Retention – (FE 'N') _____
☐ Rental Month(s): _____
☐ Other: _____
☐ Right of Entry: _____

- ☐ Invoice Field:
 - Payment Identifier _____
 - Escrow No. _____

(Required if payable to a title company)

Warrant/Check to be made payable to:

(Include mailing address if different from above)

Check Amount

\$ _____

PROPERTY ADDRESS OF PARCEL

Address _____

City _____ State _____

Zip _____

If no street address:

APN: _____

(If more than one parcel, put addresses in explanation)

REQUIRED CLAIM SCHEDULE DOCUMENTS

- ☐ **ACQUISITION**
 - Invoice for property acquired (RW 8-17) + 1 copy
 - Certified copy of the Right of Way Contract (RW 8-3) + 1 copy
 - Certified copy of Deed (RW 6-1) + 1 copy, if applicable
 - Federal Participation Memorandum (RW 8-16)
 - Interest computation worksheet, if applicable
 - Payee Data Record (STD 204), if not already on file
- ☐ **PAYMENTS FOR REAL PROPERTY; RENTAL**
 - Invoice for property rented (RW 8-17) + 1 copy
 - Right of Way Rental Agreement + 1 copy
 - Federal Participation Memorandum (RW 8-16)
 - Payee Data Record (STD 204), if not already on file

Prior payments on Acquisition, Rental or Withheld Funds Paid on: (if applicable)

Schedule(s) # _____

*Explanation:

Requested by:

Signature _____

Senior Right of Way Agent

Date _____

INSTRUCTIONS FOR COMPLETING THE ACQUISITION INVOICE (RW 8-17)

The RW 8-17 form is completed for settlements or agreements such as Right of Way Contracts, temporary easements, rental payments, release of contract retention, etc. (Condemnation - court judgments are to use Form RW 9-20, CONDEMNATION CHECK REQUEST - INVOICE.) The completed RW 8-17 becomes a part of the payment package described under the CLAIM SCHEDULE GUIDELINES section of the form.

The payment package is forwarded to Planning and Management for funding review, coding accuracy, and tracking before it is sent to R/W Accounting for payment.

Right of Way Acquisition Agent completes the following fields:

- Date the form is being completed.
- District, County, Route, Post Mile, Project ID, Phase and Parcel Number. These coding boxes should be identical to the RW 8-16.
- Left side columns provide information for cutting check/warrant. (If there is more than one payee, it is advised to use a separate RW 8-17.)
 - Rental month(s) - include the month or months the check is to cover.
 - Invoice Field - this is to be used to identify what the check is to cover. This field imprints on both the warrant and remittance advice sheet that is attached to the warrant. Up to 14 characters are available to be used.
 - Payment Identifier - enter client's name or trust fund name if a warrant is issued to an attorney.
 - Escrow Number - enter escrow number if the warrant is issued to a Title and Escrow Company.
 - Warrant/Check to be made payable to - include name and address (should be the same as the STD 204). Include mailing address if it is different from the property address of the parcel. When a warrant is payable to a title company, include a STD 204 from the title company, if it has not been previously submitted.
 - Check Amount - amount being paid to above payee.
- Right side columns provide information on property address of the parcel and claim schedule documents.
 - Property Address of parcel - this is the address of the parcel being acquired. If there is no street address enter the APN number.
 - Required Claim Schedule Documents - for Acquisition or Real Property include the documents listed to complete package.
 - Prior payments - complete if applicable.
- Explanation - use this area for multiple parcel addresses, special funding, or other instructions.

Right of Way Senior Acquisition Agent completes the following fields:

- Acquisition Senior will sign and date the form verifying that the form is correct and the payment is valid.
- The Acquisition Senior will forward the package onto Planning and Management Office.

Planning and Management:

- Review funding, coding accuracy and tracking.
- Forward completed package to Right of Way Accounting.

Right of Way Accounting:

- Review form for completion and signature of Senior Right of Way Agent.
-

STATE OF CALIFORNIA
SECRETARY OF STATE
UNIFORM COMMERCIAL CODE DIVISION
REQUEST FOR INFORMATION - FORM UCC3

Filing Officer please provide the following type(s) of information concerning the debtor named below:
(For personal name, show LAST NAME, FIRST NAME)

DEBTOR NAME: _____

SSN/FTN: (optional) _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____ **COUNTRY:** _____

**** PLEASE CHECK AT LEAST ONE REQUEST TYPE BELOW ****

☐ **CERTIFICATE**

A list of active filings containing the information stated above.

☐ **COPIES**

If copies are requested **at the same time** as a CERTIFICATE, copies of all filings appearing on the CERTIFICATE will be provided, unless otherwise noted.

If only copies are requested, up to 10 file numbers may be listed below. **Copies are not certified unless requested. An additional fee is required in that case.**

Special Instructions: _____

(This section applies if only COPIES are requested)

FILE NUMBER	TYPE OF DOCUMENT	FILE DATE	QUANTITY/INSTRUCTIONS

Signature of Requestor: _____ Date: _____

RETURN INFORMATION TO:

NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____

ZIP: _____ **COUNTRY:** _____

This Space Reserved for Use by the
Filing Officer

INSTRUCTIONS FOR COMPLETING REQUEST FOR INFORMATION - FORM UCC3

1. Please type or print clearly when completing this form.
2. Please show the name and address of the debtor for whom the information is requested.
 - A. Only one (1) debtor name per UCC3 will be accepted. Please show the debtor name exactly as it should appear in our records. If a personal name is requested, type or print the LAST NAME first.
 - B. Please show only (1) debtor address. "Any Address" may be stated rather than a specific address.
 - C. A social security number (SSN) and/or federal tax number (FTN) is optional. If stated, it will be used to further identify the debtor in our records.

PLEASE NOTE: If you want a very broad search of our records, do not show an SSN/FTN or a specific address for the debtor.
3. Please check the appropriate type of information requested. At least one type must be marked.
4. The signature of the requesting party is required.
5. The RETURN INFORMATION TO section of the UCC3 form must be completed and legible.
6. Please send the original and one copy to the Filing Officer. The original will be retained by the Filing Office and the copy returned with the requested information.

ESCROW INSTRUCTIONS

RW 08-36 (NEW 06/2021)

ESCROW INSTRUCTIONS

MAIL TO Title Company

Date

Dist/Co/Rte/PM

EA

Project ID No.

Parcel

Attn Your No.

We are enclosing an original and one copy of a Possession and Use Agreement for Parcel No. _____ from
_____ (Owner).

Pursuant to General Instructions on the reverse side of this letter, you are authorized to disburse the sum of \$ _____ as follows:

Pay:

1. Any delinquent general and/or specific County taxes (or assessments) as specified in Item 8 of General Instructions.

Balance to _____

Address _____

Possession to be taken subject only to current taxes as covered in Item 7 of General Instructions and those exceptions in your report dated
_____, and numbered as follows: _____, Title Report No. _____.

Special Instructions: This is a Possession and Use Agreement of (an improved) (an unimproved) (a commercial) (a residential) property. The property address is (address). There are (no) trust deeds on the property. When funds are received and ready for disbursement, please notify this office at (Phone Number). Also, please notify (Owner), Owner. Owner's telephone number is (Owner's telephone number).

NOTE: Owner may elect to leave funds in escrow pending acquisition of his property. Also, escrow instructions may be amended within 120 days.

The State's negotiator for this transaction is _____.

ESCROW INSTRUCTIONS

RW 08-36 (NEW 06/2021)

GENERAL INSTRUCTIONS

1. You are authorized and instructed to use the enclosed documents and to disburse to the parties named herein the sums set forth to be deposited with you at a later date when you can issue your Policy of Title Insurance in the sum prescribed by the Service Agreement in effect at the time this order was placed, showing Title to the property described in the enclosed Deed vested in the State of California, free and clear of all liens, encumbrances and leases except those specifically mentioned herein.
2. When specifically set forth on reverse side, you are authorized and instructed to pay from the proceeds of this escrow any demands of the beneficiary(ies) under Deed(s) of Trust shown thereon, up to and including the total amount of the unpaid principal and interest on the note(s) secured by said Deed(s) of Trust, together with penalties, if any, (except prepayment penalties) when you can furnish the Trustor(s) with valid receipt showing said moneys have been credited against the indebtedness secured by said Deed(s) of Trust.
3. Please notify us when you receive Full Reconveyance and/or Partial Reconveyances. Reconveyances fees, Trustee(s) fees, or forwarding fees for any Reconveyance of Deed of Trust or release of mortgage will be paid by the State.
4. When access rights are conveyed to the State by the enclosed Deed, please include your Freeway Endorsement in the State's Title Policy.
5. Please certify the enclosed copies of instrument(s) to be true copies of the originals and forward them, together with your bill in triplicate in the sum set forth to be disbursed for the account of the persons herein named, to this department for further handling.
6. In those special cases where Real Property Transfer Tax is required, it is to be deducted from the funds due the grantor(s). Under no circumstances is the Real Property Transfer Tax to be borne by the State. NO tax is due when the entity acquiring title is a governmental agency. Any instruments necessary to complete the chain of title to the State should be entitled to free recordation.
7. Title is taken subject to County and City taxes for the fiscal year in which this escrow closes. Said taxes shall be processed after the close of this escrow pursuant to Section 4986 of the Revenue and Taxation Code, and your title company shall have no obligation or responsibility in connection therewith. Notice to the Tax Collector will be given by the State. Title is also taken subject to non-delinquent current year taxes or assessments of those taxing agencies other than County or City.
8. You are hereby authorized and instructed to deduct from the amount due Grantor(s), an amount sufficient to pay any delinquent County and City taxes, together with penalties and interest thereon, for any fiscal years prior to the fiscal year in which this escrow closes. You are further authorized and instructed to pay any delinquent taxes or assessments, including those of the current fiscal year, of an Irrigation District or any taxing agency other than the County or City together with penalties and interest thereon.
9. Upon receipt of the State warrant, you are instructed to hold same uncashed until such time as you are in a position to close this escrow and record the Deed.
10. When Grantor(s) Rental-Escrow Instructions are attached to and made a part of these instructions, please prorate the rents according to directions contained therein and pay the required sum(s) to the party(ies) entitled thereto. This office should be advised of any subsequent amendment by Grantor of the original Rental-Escrow Instructions.