

**Sonoma County Public Infrastructure**  
**Johannes J. Hoevertsz, Director**

Janice Thompson, Deputy Director- Engineering & Maintenance  
Trish Pisenti, Deputy Director- Transportation & Operations, Fleet  
Keith Lew, Deputy Director – Facilities Development & Management



March 14, 2024

Laura Jeanne Burgess  
c/o Edwin W. Wilson, Attorney at Law  
Sayre & Wilson  
420 Hudson Street, Suite D  
Healdsburg, CA 95448

Re: North Fitch Mountain Road Storm Damage Repair Project  
Property Owner: Laura Jeanne Burgess, a married woman as her sole and separate property  
Site Address: 1670 River Ln., Healdsburg, CA 95448  
APN: 087-030-004  
Offer to Purchase Permanent Right of Way Easement and Temporary Construction Easement  
County Project Number: C11601  
Federal Project Number: ER-32LO (502)

Dear Ms. Burgess:

The County of Sonoma Department of Infrastructure (County) is proposing to repair storm damage on North Fitch Mountain Road near Healdsburg in Sonoma County. The County recently had an appraisal report prepared for the valuation of the certain permanent and temporary property interests proposed to be acquired involving your property by the County.

As you are aware, Associated Right of Way Services, Inc., (AR/WS) has been retained to assist with the proposed acquisition of permanent and temporary property interests on behalf of the County of Sonoma. This letter and accompanying paperwork contain material related to an offer to purchase property interests for this public project.

Our preliminary title report shows Laura Jeane Burgess, a married woman as her sole and separate property, to be the owner of property located at 1670 River Lane, Healdsburg, CA, Assessor's Parcel Number 087-030-004.

Attached for your review are the following documents:

- Summary Statement Relating to the Purchase of Real Property or an Interest Therein (1)
- Appraisal Summary Statement (1)
- Right of Way Contract (1)
- Easement Deed (1)
- Temporary Construction Easement Deed (1)
- "Property Owner Information Handbook" (1)
- W-9 Form (1)
- Title VI Information (1)

Please review the documents closely. In accordance with the requirements of Section 7267.2 of the Government Code, the County proposes to purchase a portion of your land for a permanent right of way easement and a temporary construction easement identified in the attached documents together with any impacted improvements, for the sum of **\$900.00**. Per the California Code of Civil Procedure, you are entitled for the County of Sonoma to pay the reasonable cost, not to exceed \$5,000, for an independent appraisal of her property. If you elect to independently obtain an appraisal, please contact us in advance of retaining your appraiser. At that time the

County will be able to further explain timing requirements, how to arrange for payment of costs, and how to ensure appraisal compliance in accordance with applicable law.

Steve Castellano from AR/WS is the acquisition agent on this project. He is available to discuss the proposed acquisition of property interests with you. Please contact Steve at (925) 691-2802 or by email at [scastellano@arws.com](mailto:scastellano@arws.com). He will assist you in processing all documents, including providing notary public services and escrow coordination. All expenses incidental to transfer of title to the County of Sonoma (identified in the Right of Way Contract) are paid for by the County of Sonoma.

Finally, please be aware that nothing in this letter is intended to pre-commit the County of Sonoma to any particular action with respect to the proposed acquisition of this property.

Sincerely,



Cindy Rader PE  
Senior Engineer – Special Projects

Enclosures (8)

cc: Steve Castellano - AR/WS

**COUNTY OF SONOMA**

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

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The County of Sonoma ("Agency") is proposing to purchase real property or interests therein, and related improvements and appurtenances in connection with the construction of the North Fitch Mountain Road Storm Damage Repair Project ("Project").

Your property located at 1670 River Lane, Healdsburg, CA. is within the project area and identified by the Sonoma County Assessor as Parcel No. 087-030-004.

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 you, as an owner from whom a public agency proposes to purchase real property or an interest therein or as a tenant owning improvements on the property must be provided with a summary of the valuation of the real property or interest therein, as well as the following information:

1. You are entitled to receive full payment prior to vacating the real property proposed to be 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 allocable to any period following the passage of title or possession.
2. The County of Sonoma will offer to purchase any remnant(s) considered by the County of Sonoma 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, of the real property proposed to be acquired are being conveyed unless other disposition of these improvements has been made. The real property interests proposed to be acquired include: one permanent right of way easement consisting of a total of 1,253 square feet and one temporary construction easement totaling 1,440 square feet described in the Right of Way Contract and in the Appraisal Summary Statement delivered contemporaneously with this document.
4. The market value of the property proposed to be acquired is based upon a market value valuation which is summarized on the attached Appraisal Summary Statement and such amount:
  - A. Represents the full amount of compensation for the property interests proposed to be purchased;
  - B. Is not less than the approved valuation of just compensation for the property proposed to be purchased;
  - C. Disregards any decrease or increase in the fair-market value of the real property proposed to be acquired prior to the date of valuation which might be caused by the Project itself or by the likelihood that the property would be acquired for or in connection with the Project, 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 County of Sonoma.
5. Pursuant to California Code of Civil Procedure Section 1263.025, should you elect to obtain an independent appraisal, The County of Sonoma will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:
  - A. You, not the County of Sonoma must order the appraisal. Should you enter into a contract with the selected appraiser, the County of Sonoma will not be a party to the contract.
  - B. The selected appraiser must be licensed with the California Bureau of Real Estate Appraisers (BREA).

**COUNTY OF SONOMA**

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

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- C. Appraisal cost reimbursement requests must be made in writing, and submitted to the County of Sonoma, Dept. of Public Infrastructure, attention Janice Thompson, at 2300 County Center Drive, Suite B-100 Santa Rosa, CA 95403 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 invoice for completed work by the appraiser must be provided to the County of Sonoma concurrent with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property proposed to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the business owner's ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the California Code of Civil Procedure.
  7. If you ultimately elect to reject the County of Sonoma's offer for your property interest, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
  8. You are entitled to receive all benefits that are available through donation to the County of Sonoma of all or part of your interest in the real property sought to be acquired by the County of Sonoma as set out in Street and Highways Code Sections 104.2 and 104.12.
  9. Because the Project schedule anticipates use of the property within two (2) years of its acquisition the County of Sonoma does not offer to lease this property back to you after acquiring it.

County of Sonoma  
North Fitch Mountain Storm Damage Repair Project  
APPRAISAL SUMMARY STATEMENT AND  
SUMMARY OF THE BASIS FOR JUST COMPENSATION  
(Pursuant to Government Code Section 7267.2)

APN: 087-030-004

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**BASIC PROPERTY DATA**

OWNER: Laura Jeanne Burgess

PROPERTY ADDRESS: 1670 River Lane, Healdsburg, CA

DATE PROPERTY ACQUIRED BY OWNER: More than five years.

ZONING: RR B8 RC200/100 X5 (Rural Residential)

PRESENT USE: Unoccupied land

HIGHEST AND BEST USE ①: As Vacant: Speculative residential development or assemblage with an adjoining parcel.

As Improved: Not Applicable.

TOTAL PROPERTY AREA: 2.71 acres or 118,047 square feet (sf) (according to public records)

PROPERTY RIGHTS PROPOSED TO BE ACQUIRED: Permanent Easements: Parcel A - 97 sf and Parcel B - 1,156 sf (totaling 1,253 sf); and  
Temporary Construction Easements: Parcel A - 1,050 sf and Parcel B - 390 sf (totaling 1,440 sf)

DATE OF VALUATION: February 4, 2024 (date of site visit)

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**BASIS OF VALUATION**

The just compensation being offered by the County of Sonoma (County) is not less than the County's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein (Page 5). The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California 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.

California 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.

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The market value for the property proposed to be acquired by the County is based upon Code of Civil Procedure Section 1263.320 (a) as defined on the previous page.

Value of the Entire Property (land only on a per lot basis): \$ 60,000.00

Value of the Property Rights proposed to be acquired:

A. Permanent Easements: \$ 633.00

Property Rights Appraised	Land Area (Sq. Ft.)	Estimated Value / Sq. Ft.	% Diminution In Fee Value	Estimated Value
Permanent Easement (Parcel A)	97 x	\$0.51	x 99%	= \$49
Permanent Easement (Parcel B)	1,156 x	\$0.51	x 99%	= \$584
<b>Total Proposed Permanent Easement Acquisitions:</b>				<b>\$633</b>

B. Temporary Construction Easements (TCE): \$ 221.00

Property Rights Appraised	Land Area (Sq. Ft.)	Estimated Value / Sq. Ft.	Rental Rate / Month	Duration (Years)	Estimated Value
Temporary Construction Easement (Parcel A)	1,050 x	\$0.51	x 10%	x 3	= \$161
Temporary Construction Easement (Parcel B)	390 x	\$0.51	x 10%	x 3	= \$60
<b>Total Proposed Temporary Construction Easement Acquisition:</b>					<b>\$221</b>

\$ 854.00  
 (Sum of items A&B)

Severance Damages ②: \$ N/A

In addition to determining the market value of the parcel(s) sought to be acquired, severance damages were considered. Severance damages are determined based on whether or not the remainder would be diminished in value by reason of the proposed acquisition and/or by the construction of the improvement in the manner proposed. Some severance damage may be mitigated or entirely eliminated by estimating the cost to cure the damage. Where severance damages are found, offsetting benefits are determined. (See Page 9 – Benefits defined.) Under California law, benefits can only be offset against severance damages. If no severance damages are found, there is no application of offsetting benefits.

No severance damages were found for the following reasons: After the project, the subject property retains a similar overall utility in comparison with the before condition. Therefore, no permanent damages are judged to accrue to the remainder as a result of the proposed acquisitions required for the project or from the construction of the project as proposed.

Construction Contract Work: None.

Benefits③: \$ (Not Quantified)

The amount of any other compensation: \$ None

**JUST COMPENSATION FOR ACQUISITION: \$ 854.00**

**Rounded to: \$ 900.00**

**(THE FOLLOWING INFORMATION IS BASED ON THE PARTIAL ACQUISITION ONLY)**

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

Indicated value by Sales Comparison Approach                      \$ 0.51 per sf (on a \$60,000 per lot basis)

See Page 5 for principal transactions.

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	\$	<u>N/A</u>
Depreciation from all causes	\$	<u>N/A</u>
Value of Improvements in Place	\$	<u>N/A</u>

Land (estimated by direct sales comparison)	\$	<u>N/A</u>
Indicated value by Cost Approach	\$	<u>N/A</u>

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

Overall Capitalization Rate		<u>N/A</u>
Net Operating Income	\$	<u>N/A</u>
Indicated value by Income Approach	\$	<u>N/A</u>

4. Other Indicated Value
- |  |    |            |
|--|----|------------|
|  | \$ | <u>N/A</u> |
|--|----|------------|

**SUMMARY OF THE BASIS FOR JUST COMPENSATION**

**Narrative summary of the valuation process supporting compensation:**

**Project Description**

The project consists of two sites on the North Fitch Mountain Road, located in the northeastern section of Sonoma County, adjacent to the Russian River. The project includes roadway repair, reconstruction of a failed slope and installation of drainage features.

The project will require acquisition of both permanent easements and temporary construction easements. The project is anticipated to impact 11 parcels which are owned by nine separate property owners.

**Property Description**

*Larger Parcel*

There are three criteria, or tests, for determining the larger parcel. These are: unity of ownership; contiguity; and unity of use. The property that is the subject of this report is comprised of assessor's parcels number (APN): 087-030-004. The property owner also owns a nearby improved residential property and vacant property, one directly adjacent and two sites nearby to the southwest. The property directly adjacent to the subject is currently being used for private roadways, which provide surface access to parcels in the area. It has been concluded that the property that is the subject of this report would be viewed in the market as a single economic unit and constitutes the larger parcel.

**County of Sonoma**  
**North Fitch Mountain Storm Damage Repair Project**  
**APPRAISAL SUMMARY STATEMENT AND**  
**SUMMARY OF THE BASIS FOR JUST COMPENSATION**  
*(Pursuant to Government Code Section 7267.2)*

APN: 087-030-004

*Site Description*

The subject property is located north of North Fitch Mountain Road and east of Eagle Rock Drive and Scenic Lane in unincorporated Healdsburg of Sonoma County. It is in an area comprised of primarily rural residential, agricultural, and open space uses. The Sonoma County Assessor identifies the subject property as APN 087-030-004, as previously described. According to public records, the site is 2.71 acres or 118,047 square feet in size. The subject site is irregular in shape and has variable topography which includes level and very steep areas, and with portions of the site that front and encompass part of the Russian River. Reportedly, the land along the roadway of North Fitch Mountain Road near the subject has slid down the slope of the subject property, moving the roadway from its original intended location. According to the project engineer, the site does not have existing access from North Fitch Mountain Road. Access to the site is from Eagle Rock Drive, a narrow gravel and dirt private roadway near the subject.

*Personal Property Description*

A detailed inventory of personal property on the subject property was not taken by the Appraiser since there are no displacements. No personal property items were observed in the areas of the proposed acquisitions on the date of value.

**Title and Property History**

A condition of title guarantee for the subject property was provided to the Appraiser. This report was prepared by First American Title Company and dated March 30, 2020. According to the report reviewed, the subject's fee ownership is vested in: Laura Jeanne Burgess, a married woman as her sole and separate property

The subject has been under the same ownership for more than five years and is not currently being offered for sale. The Appraiser is not aware of any leases or current offers to purchase the subject.

**Zoning and General Plan of the Larger Parcel**

The zoning category for the subject is **RR B8, F1 RC200/100 X5 (Rural Residential)**.

The General Plan land use designation for the subject is **RR 20 (Rural Residential)**.

As stated in the zoning ordinance, the Rural Residential (RR) zone "...preserves the rural character and amenities in areas best utilized for low-density residential development. Rural residential uses are intended to take precedence over agricultural uses. Agricultural service uses are not allowed."

As stated in the Sonoma County General Plan, the Rural Residential (RR) designation "provides for very low density residential development on lands that have few if any urban services but have access to County maintained roads. The primary use shall be detached single family homes. Secondary uses include attached dwellings, farming, small scale animal husbandry, home occupations, small scale home care and group care facilities, second dwelling units, public and private schools and places of religious worship, and other uses incidental to and compatible with the primary use." Densities range from one to twenty acres per dwelling.

**Highest and Best Use Analysis**

Based on the four tests of legally permissible, physically possible, financially feasible, and maximally productive, the Appraiser analyzed the highest and best use of the subject.

The subject is vacant land that appears to conform to all aspects of the applicable zoning ordinance. The subject also appears to be consistent with the General Plan. As vacant, the highest and best use of the subject site would be for a speculative or limited residential development or assemblage.



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**Valuation Methodology**

The Sonoma County Department of Public Infrastructure has requested an appraisal of the current market value of the proposed partial acquisition required from the larger parcel. Since the proposed acquisitions will include only land, only the value of the land has been estimated, by applying the Sales Comparison Approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject by comparison. The concluded lot value was then converted to a per square foot basis for calculation purposes.

The income and cost approaches are not considered applicable to this assignment since the approaches do not typically apply to the valuation of land.

Research was conducted to find comparable land sales in the subject's market area. The comparable sales were researched, inspected, and verified to the extent possible. Those that could not be confirmed with a party to the transaction were verified through public records, subscription services and other sources. The following table displays a summary of the selected sales reflecting the actions of buyers and sellers in the marketplace and judged to be most representative of current market conditions for the subject property.

**Sales Data Summary**

No.	Address City, State APN	Sales	Parcel Size	Zoning	Sales Price
		Contract Date COE	(Acres) Parcel Size (Sq. Ft.)	General Plan	
L-01	2480-2517 N Fitch Mountain Rd Healdsburg, CA (uninc.) 087-061-017, 087-062-014	11/01/23 12/01/23	0.78 33,977	RR B8, F1 RC 200/100 X5 (Rural Residential) RR 20 (Rural Residential)	\$45,000
L-02	2477-2491 Riverview Dr Healdsburg, CA (uninc.) 087-062-036, -037	N/A 05/26/23	0.24 10,453	RR B8, X5 (Rural Residential) RR 20 (Rural Residential)	\$70,500
L-03	2580-2590 N Fitch Mountain Rd Healdsburg, CA (uninc.) 087-092-001, -002	N/A 06/30/22	0.24 10,454	RR B8, RC200/100 X5 (Rural Residential) RR 20 (Rural Residential)	\$32,500
L-04	Camp Rose Rd Healdsburg, CA (uninc.) 087-175-032	01/19/22 02/08/22	3.49 152,024	RR B8, F1 RC200/100 X5 (Rural Residential) RR 20 (Rural Residential)	\$55,000
Subject	1670 River Ln Healdsburg, CA 087-030-004	DOV 02/04/24	2.71 118,047	RR B8, F1 RC200/100 X5 (Rural Residential) RR 20 (Rural Residential)	N/A

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**Summary of Sales Comparables**

The four comparable land sales range from an unadjusted sales price of \$32,500 to \$70,500.

After adjustments were made for various market factors (such as, financing terms, conditions of sale, expenditures after the sale, market conditions at the time of sale, location characteristics, physical characteristics, and site utility) the comparable sales indicate a bracketed value range for the subject between \$45,000 and \$70,500 and near \$55,000 indicated by L-01, L-02, and L-04 respectively. Based on the foregoing data, while considering the definition of market value, the land of the subject property is judged to warrant a value toward middle of the adjusted range, or \$60,000 on a per-lot basis, as of the date of value.

The concluded value for the subject property is indicated in the following table and has been converted to a price per square foot for calculation purposes.

Subject Property	Estimated Lot Value	Size (Sq.Ft.)	Indicated Value / Sq.Ft.
Fee Simple Land Value	\$60,000	÷ 118,047	= <b>\$0.51</b>

**Property to be Acquired**

The Sonoma County Department of Public Infrastructure proposes to acquire two permanent easements and two temporary construction easements.

A summary of the proposed acquisition areas is included below:

- Permanent Easement (Parcel A): 97 square feet
- Permanent Easement (Parcel B): 1,156 square feet
- Temporary Construction Easement (Parcel A): 1,050 square feet
- Temporary Construction Easement (Parcel B): 390 square feet

The proposed permanent easement (Parcel A) is a triangular area on the southwestern corner of the property along North Fitch Mountain Road. The size of permanent easement (Parcel A) is 97 square feet. The proposed permanent easement (Parcel B) is a nearly rectangular area on the southwestern portion of the property just east of permanent easement (Parcel A) along North Fitch Mountain Road. The size of permanent easement (Parcel B) is 1,156 square feet. The permanent easements are proposed to be for right of way improvements including slope and drainage purposes.

The proposed temporary construction easement (TCE) (Parcel A) is an area directly north of proposed permanent easement (Parcel A) near North Fitch Mountain Road. The size of TCE is 1,050 square feet. The proposed TCE (Parcel B) is an area directly east of proposed permanent easement (Parcel B) near North Fitch Mountain Road. The size of TCE (Parcel B) is 390 square feet. The duration of the temporary construction easements is proposed to be for a 3-year period and is intended for the necessary workspace for the construction of the project.

**Easement Valuation Methodology**

The Sonoma County Department of Public Infrastructure requires permanent and temporary easements for the North Fitch Mountain Road Storm Damage Repair Project. The rights to be acquired are defined within an easement deed. According to the project engineer, the permanent easement will also include rights for right of way improvements. The Appraiser has determined a reasonable value for the parcels to be acquired for said easement purposes.

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An easement is defined as an interest in the land of another person or entity, which entitles the owner of such an interest to a limited use, or enjoyment of the land area so encumbered. It can either be affirmative by allowing some act or actions on the land, or negative by precluding doing certain things with the land so encumbered. The easement is an interest in real property and is considered non-possessory. The holder of an easement has only such control of the land as is necessary for the purpose of using the easement. Others using the land may not interfere with the use of the easement.

It is commonly understood that the fee interest in land is 100% ownership. Because land can be divided into various rights, the concept of a "Bundle of Rights" exists. The proposed easements require only specific rights, which are a portion of the rights. The easement deed defines those rights. The fee ownership will remain the same.

The imposition of an easement requires that the Appraiser analyze the effect on the land and any existing or proposed improvements. The valuation of the rights to be acquired and the limitations imposed on the grantor's use of the easement area have been analyzed to determine a reasonable allocation for the rights acquired and those remaining to the property owner/grantor. This division or allocation may be expressed as a percentage of the fee simple interest. The valuation of a temporary use of a portion of a property is based on an estimated reasonable rental rate for the land and/or a reasonably expected rate of return for an alternative short-term investment for a specified period of time. Upon expiration of the temporary construction easement, all previous land rights and use of the land revert back to the owner.

#### **Permanent Easement**

The permanent easement will be for roadway and utility purposes, including ... "to construct, reconstruct, install, inspect, maintain, replace, remove, and use facilities of the type hereinafter specified, together with a right of way therefor, within a strip or parcel of land or along a route as hereinafter set forth, and also ingress thereto and egress therefrom on, under, over, and across the lands described below.

The specified facilities shall consist of, but not necessarily be limited to, the following:

Roadway facilities and appurtenances thereto for use by the public, including but not limited to motor vehicle use, pavement, landscaping, and appurtenances; underground improvements for stabilization and maintenance of slopes adjoining the road right of way; drainage facilities, including underground conduits, drainage channels and ditches, culverts, and appurtenances; sewer, and street lighting facilities and appurtenances; also uses for pedestrian, equestrian, and non-powered vehicle purposes; and the right to construct, maintain and reconstruct any such roadway or facilities mentioned above. Said easement shall also include the right to excavate or fill the easement for the full width and to a reasonable depth thereof." The permanent easements are judged to attribute a 99% diminution in fee value. The calculation of the permanent easements is shown on page 2 of this summary.

#### **Temporary Construction Easement**

Leases for rural residential, agricultural, or open space land are predominately for much larger and typical-shaped areas, and often for longer terms. Shorter term leases, or leases of smaller areas (such as for cell towers or advertising signs), often command a higher rate of return. Leases of areas similar to the project temporary construction easements would be expected to command a relatively high rate of return. A reasonable rate of return on the value of land is determined to be 10% annually. The calculation of the temporary construction easements is shown on page 2 of this summary.

#### **Damages**

Damages generally occur when the acquisition of a portion of a property results in the remaining property having less value after the acquisition and construction of the project in the manner proposed than it had as part of the original property prior to the taking. Stated another way, after the acquisition of a portion of the property and

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construction of the project in the manner proposed, the value of the remaining property is less than it was as part of the entire property before the taking.

After the project, the subject property retains a similar overall utility in comparison with the before condition. Therefore, no permanent damages are judged to accrue to the remainder as a result of the proposed acquisitions required for the project or from the construction of the project as proposed.

**Benefits**

Since no permanent damages accrue as a result of the proposed partial acquisitions, benefits have not been quantified.

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**DEFINITIONS\***

① Highest and Best Use Analysis

*Highest and best use* is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the County's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)

③ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

\* *These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

**Appraisal Summary and Offer of Just Compensation  
Authorized and Approved for Presentation in the amount of \$900.00**

County of Sonoma

By: Cindy Rader

Title: Senior Engineer

Date: 3/14/2024

**COUNTY OF SONOMA**  
**DEPT. OF PUBLIC INFRASTRUCTURE**  
Santa Rosa, California

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

Owner: LAURA JEANNE BURGESS, A MARRIED WOMAN AS HER SOLE AND  
SEPARATE PROPERTY

APN: 087-030-004

Project Name: North Fitch Mountain Road Storm Damage Repair Project

County Project No.: C11601

Federal Project No.: ER-32LO (502)

**RIGHT OF WAY CONTRACT - PUBLIC HIGHWAY**

Exhibit A, in the form of an Easement Deed and Exhibit B in the form of a Temporary Construction Easement Deed, covering the property particularly described in the above instruments, have been executed and delivered to Associated Right of Way Services, Right of Way Consultant for the County of Sonoma on behalf of the acquiring agency, the County of Sonoma ("County").

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 County of Sonoma of all further obligation or claims on the account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Exhibit A and Exhibit B for County roadway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and Grantee is compelled to acquire the property.
- (C) Both Grantor and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

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

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

2. The County of Sonoma shall:

(A) Pay the undersigned Grantor the sum of \$900.00 for the property of interest conveyed by above documents when title to said property interests vest in the County of Sonoma, a Political Subdivision of the State of California, 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 above referenced document.
- c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.
- d. Such matters as may be waived by the County of Sonoma's Right of Way Manager, or designated representative.

(B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the County, the premium charged therefor.

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

3. Any or all monies payable under this contract, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with terms and conditions of said trust deed(s) or mortgage(s) shall, upon demand(s) be made payable to the mortgage(s) or beneficiary(s) entitled thereunder; said mortgage(s) or beneficiary(s) to furnish Grantor with good and sufficient receipt showing said moneys credited against the indebtedness secured by said mortgage(s) or deed(s) of trust.

4. Grantor hereby authorizes County to prepare and file escrow instructions in accordance with this Contract on behalf of both parties. This transaction will be handled by First American Title Company, 627 College Ave., Santa Rosa CA 95404; File No. 5026900-6213103.

5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the permanent property rights being purchased by the County of Sonoma, including the right to remove and dispose of improvements, shall commence upon acceptance of this contract by the Sonoma County Board of Supervisors and deposit of funds in escrow controlling this transaction, or upon the close of escrow, whichever occurs first, and that the amount of \$6,100.00 includes, but is not limited to, full payment for such possession and use, and damages, if any, from said date.

6. It is further agreed and confirmed by the parties hereto that permission is hereby granted the County of Sonoma or its authorized agent(s), to enter upon Grantor's land where necessary within that certain area (TCE Area) described in Exhibit B for the purpose of a temporary construction easement (TCE). The right of possession and use of the TCE, shall commence on April 1, 2025 and rights shall terminate on March 31, 2028. Grantor shall have use of the TCE Area until the County of Sonoma takes physical possession. In case of unpredictable delays in construction, upon written notification to Grantor, the terms of the TCE may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension period prior to the expiration of the original period. The County engineer shall notify the Grantor 72 hours prior to the commencement of actual construction or by 10 days written notice, first class mail, delivery deemed completed on date of mailing.

7. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, and the Grantor further agrees to hold the County of Sonoma harmless and reimburse the County of Sonoma for any and all of their losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.

8. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waives any and all claims to any money that may now be on deposit in said action.

9. At no expense to the Grantor and at the time of the project construction, The County shall construct the improvements as shown on approved plans on file with the Department of Public Infrastructure. All site improvements and utilities located within the proposed acquisition areas will be repaired, replaced or relocated as a cost of the project.

10. All work done under this Agreement shall conform to all applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the County of Sonoma shall be left in as good condition as found.

11. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous wastes on, from, or under the property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened



release of hazardous substances or hazardous wastes on, from, or under the property that may have occurred prior to Grantor taking title to the property.

The acquisition price of the property interests being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste that requires mitigation under federal or state law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

12. County agrees to indemnify and hold harmless Grantor from any liability arising out of County's operations under this Agreement. County further agrees to assume responsibility for any damages proximately caused by reason of County's operations under this Agreement and County will, at its option, either repair or pay for such damage.

13. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the parties to this Agreement.

14. Grantor understands that this Agreement is subject to the approval of the Sonoma County Board of Supervisors. Further, that this Agreement shall have no force or effect unless and until said approval has been obtained.

15. In the event of a breach of this Agreement by Grantor, County shall be entitled to pursue any and all remedies available to it against Grantor, including without limitation, claims for all damages attributable to Grantor's breach, and specific performance of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

By GRANTOR this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By COUNTY this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

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

LAURA JEANNE BURGESS

**COUNTY OF SONOMA:**

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

Johannes J. Hoevertsz  
Director, Department of  
Public Infrastructure

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

**Approved as to Form:**

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

County Counsel

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

**Reviewed as to Substance:**

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

Right of Way Manager

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

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

Project Engineer

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

**EXHIBIT A – EASEMENT DEED**

RECORDING REQUESTED BY:  
COUNTY OF SONOMA

When recorded return to:

EXECUTIVE SECRETARY  
DEPARTMENT OF PUBLIC  
INFRASTRUCTURE  
2300 County Center Dr., Ste. B100  
Santa Rosa, CA 95403

APN 087-030-004 (Portion)

**Record Without Fee**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Govt. Code. §6103 & §27383

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF EASEMENT  
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LAURA JEANNE BURGESS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY,** hereinafter referred to as "Grantor (s)."

GRANTS TO: **THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,** hereinafter referred to as "Grantee",

A permanent easement for slope and drainage purposes including installation of underground improvements for stabilization and maintenance of slopes adjoining the road right of way, under, over, across, with permanent ingress thereto, and egress therefrom, that portion of Grantor's property as more particularly described in the attached Exhibit "A", and depicted in the attached Exhibit "B", situated in the unincorporated area of the County of Sonoma, State of California.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any permanent structures, earthfill, large trees, large shrubs, block walls, and/or other similar improvements on the easement area that would interfere with underground drainage systems or limit Grantee's access to the easement for the purposes of repair, replacement, or installation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

By: EXHIBIT ONLY  
Laura Jeanne Burgess

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA  
COUNTY OF SONOMA

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

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

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT RIGHT-OF-WAY EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Laura Jeanne Burgess as described by Quitclaim Deed recorded under Document Number 2014-017276, Sonoma County Records, said portion is more particularly described as follows:

PARCEL 'A'

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 114.90 feet; thence continuing along said centerline, along a curve to the left having a radius of 140.00 feet, through a central angle of 23°20'00", for a length of 57.01 feet; thence South 81°54'36" West 12.09 feet; thence leaving said centerline, North 8°05'24" West 25.00 feet to a point the northerly right-of-way of North Fitch Mountain Road, being the POINT OF BEGINNING; thence along said northerly right-of-way, North 81°54'36" East 12.09 feet; thence continuing along said right-of-way, along a curve to the right having a radius of 165.00 feet, through a central angle of 4°30'31", for a length of 12.98 feet; thence leaving said northerly right-of-way, North 75°27'21" West 21.96 feet, more or less, to the westerly line of said lands of Burgess; thence along said westerly line, South 23°01'52" West 9.27 feet to the POINT OF BEGINNING.

Containing 97 square feet more or less.

PARCEL 'B'

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 107.27 feet; thence leaving said centerline, North 15°14'36" East 25.00 feet to a point on the northerly right-of-way of North Fitch Mountain Road, said point being the POINT OF BEGINNING; thence along said northerly right-of-way North 74°45'24" West 7.63 feet; thence continuing along said right-of-way, along a curve to the left having a radius of 165.00 feet, through a central angle of 8°07'06", for a length of 23.38 feet; thence leaving said northerly right-of-way, North 44°33'15" East 52.30 feet; thence South 50°17'40" East 25.67 feet; thence South 43°39'47" West 37.89 feet; to the POINT OF BEGINNING.

Containing 1,156 square feet more or less.

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

Page 1 of 3

CPI No.: 8896-20  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT RIGHT-OF-WAY EASEMENT

END OF DESCRIPTION

Being a portion of APN 087-030-004

Basis of Bearings: California Coordinate System, Zone 2, NAD 83, Epoch 2017.50 as determined locally by a line between Continuous Global positioning Systems (CGPS) Station P197 and Station P204; being North 11°05'36" East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614

 4/13/2023  
Date

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401


Page 2 of 3

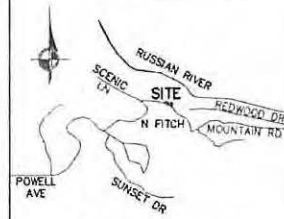
CPI No.: 8896-20  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

**EXHIBIT B**

**HEALDSBURG, CA**

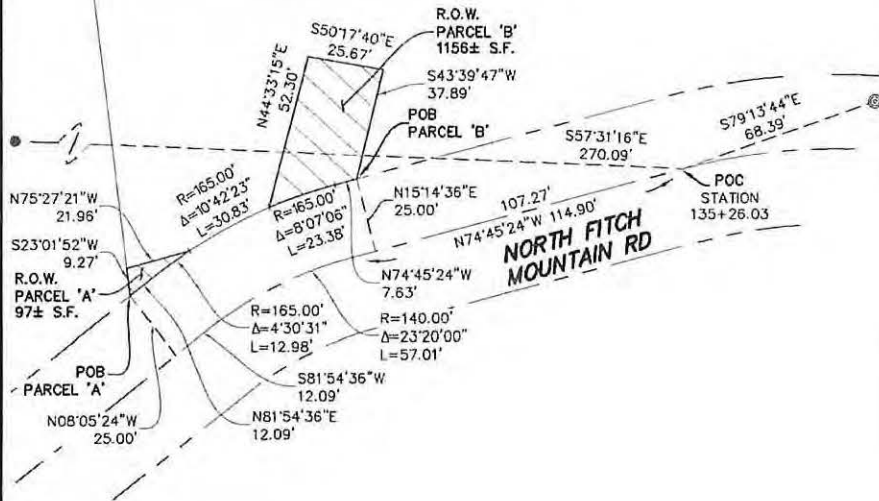
**LEGEND**

- ROADWAY CENTERLINE
- - - ROADWAY RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- - - SURVEY TIE
-  EASEMENT AREA
- ⊙ FOUND 1/2" IRON PIPE, NOT TAGGED
- ⊗ FOUND REBAR TAGGED LS8485
- R.O.W. PERMANENT RIGHT-OF-WAY EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- DN DOCUMENT NUMBER
- S.F. SQUARE FEET



**LOCATION MAP**  
NOT TO SCALE

LANDS OF  
BURGESS  
APN 087-030-004  
DN 2014-017276

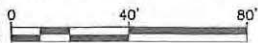


**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2017.50 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATION P197 AND STATION P204; BEING NORTH 11°05'36" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).

**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

- ⊙ BOUNDARY
  - ⊗ TOPOGRAPHIC
  - ⊕ CONSTRUCTION
  - ⊙ SUBDIVISIONS
- 1360 No. Dutton Ave.  
Santa Rosa, Ca. 95401  
Phone: (707) 542-6268  
Fax: (707) 542-2106  
WWW.CINQUINIPASSARINO.COM



JOB NAME: N FITCH MOUNTAIN LANDSLIDES  
TASK ORDER NO. 14  
DESCRIPTION: R.O.W. OVER THE LANDS OF  
BURGESS - APN 087-030-004

DRAWN BY: AJD	CHECKED BY: AGG
SCALE: 1"=40'	DATE: 2/1/22
JOB #: 8896-20	PAGE: 3 OF 3

Y:\8896\Cad\Exhibits\8896\8896\8896\_R0W\_BURGESS\_087-030-004-rev20220203.dwg  
 Apr 13, 2023 1:16:00 PM

**EXHIBIT B - TEMPORARY CONSTRUCTION EASEMENT DEED**

**RECORDING REQUESTED BY**

COUNTY OF SONOMA  
.....

WHEN RECORDED, RETURN  
TO  
EXECUTIVE SECRETARY  
DEPARTMENT OF PUBLIC  
INFRASTRUCTURE  
2300 County Center, Ste. B100  
Santa Rosa, CA 95403

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE**

Project Name: North Fitch Mountain Road Storm Damage Repair Project  
APN: 087-030-004 (portion of)  
Dated \_\_\_\_\_, 20\_\_

Record free per Gov. Code  
6103. Required by Sonoma  
County Dept. of Public  
Infrastructure.

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**LAURA JEANNE BURGESS, A MARRIED WOMAN AS HER SOLE AND SEPARATE  
PROPERTY**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION  
OF THE STATE OF CALIFORNIA, A TEMPORARY EASEMENT FOR:**

A non-exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for access to the construction of improvements for the North Fitch Mountain Road Storm Damage Repair Project. Such purposes, as necessary, to include, but not limited to (storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during the construction period shown below.)

**THE TEMPORARY CONSTRUCTION EASEMENT CONSISTS OF THE FOLLOWING  
DESCRIBED PARCEL:**

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

**SEE EXHIBITS "A" and "B" ATTACHED**

Said Temporary Construction Easement shall commence on April 1, 2025 and terminate on March 31, 2028 or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "North Fitch Mountain Road Storm Damage Repair Project" whichever shall occur first.

**GRANTOR:**

**EXHIBIT ONLY**  
**LAURA JEANNE BURGESS**



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA  
COUNTY OF SONOMA

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

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

WITNESS my hand and official seal.

SIGNATURE \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Laura Jeanne Burgess as described by Quitclaim Deed recorded under Document Number 2014-017276, Sonoma County Records, said portion is more particularly described as follows:

T.C.E. A

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 114.90 feet; thence continuing along said centerline, along a curve to the left having a radius of 140.00 feet, through a central angle of 23°20'00", for a length of 57.01 feet; thence South 81°54'36" West 12.09 feet; thence leaving said centerline, North 8°05'24" West 25.00 feet to a point the northerly right-of-way of North Fitch Mountain Road; thence along the westerly line of said lands of Burgess, North 23°01'52" East 9.27 feet to the POINT OF BEGINNING; thence continuing along said westerly line North 23°01'52" East 19.81 feet; thence leaving said westerly line, South 79°53'55" East 59.28 feet; thence South 44°33'15" West 20.06 feet to a point on said northerly right-of-way; said point being the beginning of a non-tangent curve to the left, from which point the radius bears South 7°07'33" West 165.00 feet, thence along said right-of-way on said curve to the left through a central angle of 10°42'25", for a length of 30.83 feet, thence leaving said right-of-way, North 75°27'21" West 21.96 feet to the POINT OF BEGINNING.

Containing 1,050 square feet more or less.

T.C.E. B

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 107.27 feet; thence leaving said centerline, North 15°14'36" East 25.00 feet to a point on the northerly right-of-way of North Fitch Mountain Road, said point being the POINT OF BEGINNING; thence along said right-of-way, South 74°45'24" East, 25.19 feet; thence leaving said right-of-way, North 14°32'32" East, 19.70 feet; thence North 74°16'01" West 14.22 feet; thence South 43°36'47" West 22.54 feet to the POINT OF BEGINNING.

Containing 390 square feet more or less.

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

Page 1 of 3

CPI No.: 8896-20  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

END OF DESCRIPTION

Being a portion of APN 087-030-004

Basis of Bearings: California Coordinate System, Zone 2, NAD 83, Epoch 2017.50 as determined locally by a line between Continuous Global positioning Systems (CGPS) Station P197 and Station P204; being North  $11^{\circ}05'36''$  East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614



4/13/2023

Date

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

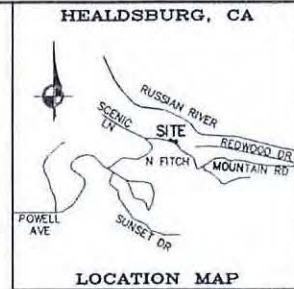
Page 2 of 3

CPI No.: 8896-20  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

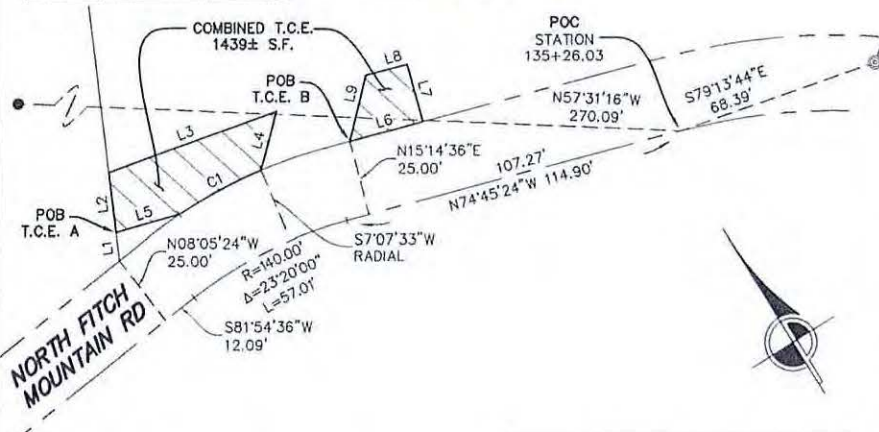
**EXHIBIT B**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N23°01'52"E	9.27'
L2	N23°01'52"E	19.81'
L3	S79°53'55"E	59.28'
L4	S44°33'15"W	20.06'
L5	N75°27'21"W	21.96'
L6	S74°45'24"E	25.19'
L7	N14°32'32"E	19.70'
L8	N74°16'01"W	14.22'
L9	S43°39'47"W	22.54'

**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2017.50 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATION P197 AND STATION P204; BEING NORTH 11°05'36" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).



LANDS OF BURGESS  
 APN 087-030-004  
 DN 2014-017276



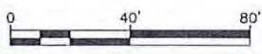
**LEGEND**

- ROADWAY CENTERLINE
- - - ROADWAY RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- - - SURVEY TIE
- ▨ EASEMENT AREA
- FOUND 1/2" IRON PIPE, NOT TAGGED
- ⊙ FOUND REBAR TAGGED LS8485
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- E.A. EXCEPTION AREA
- DN DOCUMENT NUMBER
- S.F. SQUARE FEET

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	165.00	10°42'25"	30.83

**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**  
 ▲ BOUNDARY 1360 No. Dutton Ave.  
 ▲ TOPOGRAPHIC Santa Rosa, Ca. 95401  
 ▲ CONSTRUCTION Phone: (707) 542-6268  
 ▲ SUBDIVISIONS Fax: (707) 542-2106  
 WWW.CINQUINIPASSARINO.COM

Y:\8896\Cad\Exhibits\8896EASE\_TCE\_BURGESS\_087-030-004-rev20220203.dwg  
 Apr. 13. 2023 1:18pm



JOB NAME: N FITCH MOUNTAIN LANDSLIDES TASK ORDER NO. 14	DRAWN BY: AJD	CHECKED BY: AGC
DESCRIPTION: T.C.E. OVER THE LANDS OF BURGESS - APN 087-030-004	SCALE: 1"=40'	DATE: 2/1/22
	JOB #: 8896-20	PAGE: 3 OF 3

RECORDING REQUESTED BY:  
COUNTY OF SONOMA

When recorded return to:

EXECUTIVE SECRETARY  
DEPARTMENT OF PUBLIC  
INFRASTRUCTURE  
2300 County Center Dr., Ste. B100  
Santa Rosa, CA 95403

APN 087-030-004 (Portion)

**Record Without Fee**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Govt. Code. §6103 & §27383

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTIONS 6103 and 27383 OF THE CALIFORNIA GOVERNMENT CODE.

**GRANT OF EASEMENT  
DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **LAURA JEANNE BURGESS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY,** hereinafter referred to as "Grantor (s),"

GRANTS TO: **THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA,** hereinafter referred to as "Grantee",

A permanent easement for slope and drainage purposes including installation of underground improvements for stabilization and maintenance of slopes adjoining the road right of way, under, over, across, with permanent ingress thereto, and egress therefrom, that portion of Grantor's property as more particularly described in the attached Exhibit "A", and depicted in the attached Exhibit "B", situated in the unincorporated area of the County of Sonoma, State of California.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any permanent structures, earthfill, large trees, large shrubs, block walls, and/or other similar improvements on the easement area that would interfere with underground drainage systems or limit Grantee's access to the easement for the purposes of repair, replacement, or installation.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

**GRANTOR:**

By: \_\_\_\_\_  
Laura Jeanne Burgess

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

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

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

WITNESS my hand and official seal,

SIGNATURE \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT RIGHT-OF-WAY EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Laura Jeanne Burgess as described by Quitclaim Deed recorded under Document Number 2014-017276, Sonoma County Records, said portion is more particularly described as follows:

PARCEL 'A'

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 114.90 feet; thence continuing along said centerline, along a curve to the left having a radius of 140.00 feet, through a central angle of 23°20'00", for a length of 57.01 feet; thence South 81°54'36" West 12.09 feet; thence leaving said centerline, North 8°05'24" West 25.00 feet to a point the northerly right-of-way of North Fitch Mountain Road, being the POINT OF BEGINNING; thence along said northerly right-of-way, North 81°54'36" East 12.09 feet; thence continuing along said right-of-way, along a curve to the right having a radius of 165.00 feet, through a central angle of 4°30'31", for a length of 12.98 feet; thence leaving said northerly right-of-way, North 75°27'21" West 21.96 feet, more or less, to the westerly line of said lands of Burgess; thence along said westerly line, South 23°01'52" West 9.27 feet to the POINT OF BEGINNING.

Containing 97 square feet more or less.

PARCEL 'B'

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 107.27 feet; thence leaving said centerline, North 15°14'36" East 25.00 feet to a point on the northerly right-of-way of North Fitch Mountain Road, said point being the POINT OF BEGINNING; thence along said northerly right-of-way North 74°45'24" West 7.63 feet; thence continuing along said right-of-way, along a curve to the left having a radius of 165.00 feet, through a central angle of 8°07'06", for a length of 23.38 feet; thence leaving said northerly right-of-way, North 44°33'15" East 52.30 feet; thence South 50°17'40" East 25.67 feet; thence South 43°39'47" West 37.89 feet; to the POINT OF BEGINNING.

Containing 1,156 square feet more or less.

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

Page 1 of 3

CPI No.: 8896-20  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

EXHIBIT A  
LEGAL DESCRIPTION  
PERMANENT RIGHT-OF-WAY EASEMENT

END OF DESCRIPTION

Being a portion of APN 087-030-004

Basis of Bearings: California Coordinate System, Zone 2, NAD 83, Epoch 2017.50 as determined locally by a line between Continuous Global positioning Systems (CGPS) Station P197 and Station P204; being North 11°05'36" East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614

 4/13/2023  
Date

Cinquini & Passarino, Inc.  
1360 North Dutton Avenue, Suite 150  
Santa Rosa, CA 95401

Page 2 of 3













CPI No.: 8896-20  
Tel: (707) 542-6268 Fax: (707) 542-2106  
www.cinquinipassarino.com

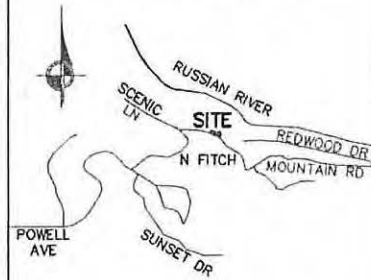


**EXHIBIT B**

**HEALDSBURG, CA**

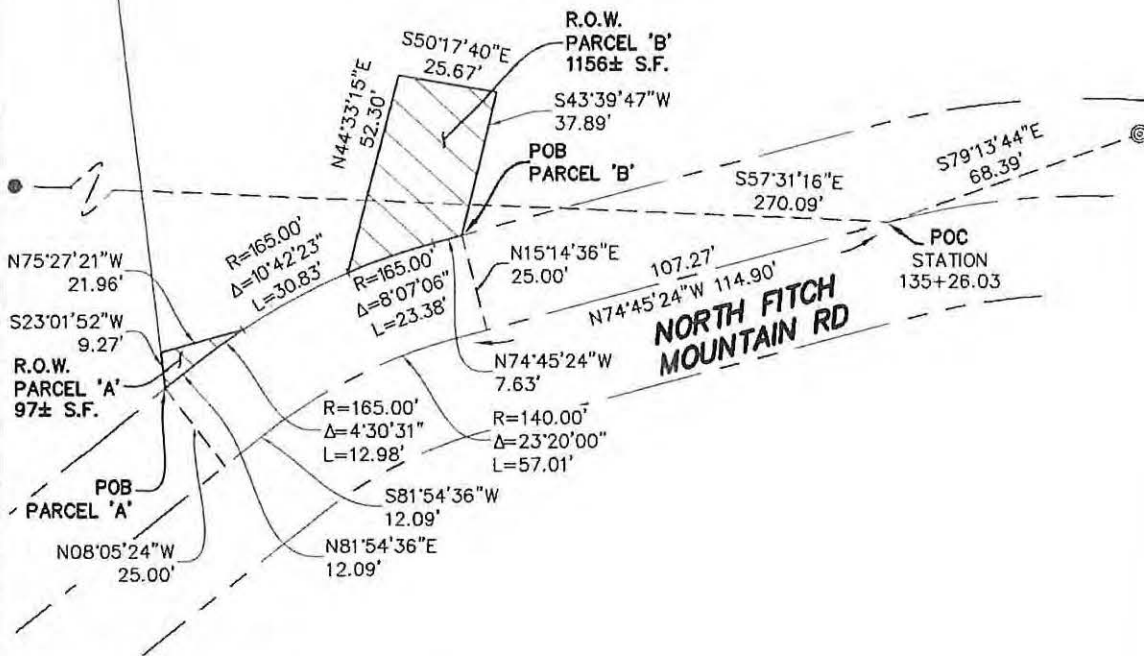
**LEGEND**

-  ROADWAY CENTERLINE
-  ROADWAY RIGHT-OF-WAY
-  ADJACENT PROPERTY LINE
-  SURVEY TIE
-  EASEMENT AREA
-  FOUND 1/2" IRON PIPE, NOT TAGGED
-  FOUND REBAR TAGGED LS8485
-  R.O.W. PERMANENT RIGHT-OF-WAY EASEMENT
-  POC POINT OF COMMENCEMENT
-  POB POINT OF BEGINNING
-  DN DOCUMENT NUMBER
-  S.F. SQUARE FEET



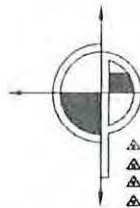
**LOCATION MAP  
NOT TO SCALE**

LANDS OF  
**BURGESS**  
APN 087-030-004  
DN 2014-017276



**BASIS OF BEARINGS**

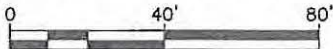
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2017.50 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATION P197 AND STATION P204; BEING NORTH 11°05'36" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).



**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

- ▲ BOUNDARY 1360 No. Dutton Ave.
- ▲ TOPOGRAPHIC Santa Rosa, Ca. 95401
- ▲ CONSTRUCTION Phone: (707) 542-6268
- ▲ SUBDIVISIONS Fax: (707) 542-2106

WWW.CINQUINIPASSARINO.COM



JOB NAME: N FITCH MOUNTAIN LANDSLIDES  
TASK ORDER NO. 14  
DESCRIPTION: R.O.W. OVER THE LANDS OF  
BURGESS - APN 087-030-004

DRAWN BY: AJD	CHECKED BY: AGC
SCALE: 1"=40'	DATE: 2/1/22
JOB #: 8896-20	PAGE: 3 OF 3

Y:\8896\Cad\Exhibits\8896EASE\_ROW\_BURGESS\_087-030-004-rev20220203.dwg  
 Apr 13, 2023 1:16pm

**RECORDING REQUESTED BY**

**COUNTY OF SONOMA**  
.....

**WHEN RECORDED, RETURN  
TO  
EXECUTIVE SECRETARY  
DEPARTMENT OF PUBLIC  
INFRASTRUCTURE  
2300 County Center, Ste. B100  
Santa Rosa, CA 95403**

**SPACE ABOVE THIS LINE IS FOR RECORDER'S USE**

Project Name: North Fitch Mountain Road Storm Damage Repair Project  
APN: 087-030-004 (portion of)  
Dated \_\_\_\_\_, 20\_\_

Record free per Gov. Code  
6103. Required by Sonoma  
County Dept. of Public  
Infrastructure.

**GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

**LAURA JEANNE BURGESS, A MARRIED WOMAN AS HER SOLE AND SEPARATE  
PROPERTY**

**GRANT(S) TO: THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION  
OF THE STATE OF CALIFORNIA, A TEMPORARY EASEMENT FOR:**

A non-exclusive TEMPORARY CONSTRUCTION EASEMENT for all purposes necessary for access to the construction of improvements for the North Fitch Mountain Road Storm Damage Repair Project. Such purposes, as necessary, to include, but not limited to (storage of materials and equipment, including trucks and tractors, as well as ingress to and egress from the property during the construction period shown below.)

**THE TEMPORARY CONSTRUCTION EASEMENT CONSISTS OF THE FOLLOWING  
DESCRIBED PARCEL:**

All that Real property situated in the unincorporated area of the County of Sonoma, State of California, described as follows:

**SEE EXHIBITS "A" and "B" ATTACHED**

Said Temporary Construction Easement shall commence on April 1, 2025 and terminate on March 31, 2028 or upon the filing of the Notice of Completion at the Sonoma County Recorder's Office for the project entitled "North Fitch Mountain Road Storm Damage Repair Project" whichever shall occur first.

**GRANTOR:**

\_\_\_\_\_  
**LAURA JEANNE BURGESS**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA  
COUNTY OF SONOMA

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

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

WITNESS my hand and official seal,

SIGNATURE \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

Lying within the unincorporated area of County of Sonoma, State of California and being a portion of the lands of Laura Jeanne Burgess as described by Quitclaim Deed recorded under Document Number 2014-017276, Sonoma County Records, said portion is more particularly described as follows:

T.C.E. A

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 114.90 feet; thence continuing along said centerline, along a curve to the left having a radius of 140.00 feet, through a central angle of 23°20'00", for a length of 57.01 feet; thence South 81°54'36" West 12.09 feet; thence leaving said centerline, North 8°05'24" West 25.00 feet to a point the northerly right-of-way of North Fitch Mountain Road; thence along the westerly line of said lands of Burgess, North 23°01'52" East 9.27 feet to the POINT OF BEGINNING; thence continuing along said westerly line North 23°01'52" East 19.81 feet; thence leaving said westerly line, South 79°53'55" East 59.28 feet; thence South 44°33'15" West 20.06 feet to a point on said northerly right-of-way; said point being the beginning of a non-tangent curve to the left, from which point the radius bears South 7°07'33" West 165.00 feet, thence along said right-of-way on said curve to the left through a central angle of 10°42'25", for a length of 30.83 feet, thence leaving said right-of-way, North 75°27'21" West 21.96 feet to the POINT OF BEGINNING.

Containing 1,050 square feet more or less.

T.C.E. B

COMMENCING at a point on the centerline of North Fitch Mountain Road at Station 135+26.03 as shown on that pending Record of Survey of the Right-of-Way of a Portion of North Fitch Mountain Road, Job #8896-20 on file in the office of Cinquini & Passarino, Inc., from which point a 1/2-inch iron pipe, not tagged, bears North 57°31'16" West 270.09 feet and a rebar tagged "LS 8485" bears South 79°13'44" East 68.39 feet; thence along said centerline, North 74°45'24" West 107.27 feet; thence leaving said centerline, North 15°14'36" East 25.00 feet to a point on the northerly right-of-way of North Fitch Mountain Road, said point being the POINT OF BEGINNING; thence along said right-of-way, South 74°45'24" East, 25.19 feet; thence leaving said right-of-way, North 14°32'32" East, 19.70 feet; thence North 74°16'01" West 14.22 feet; thence South 43°36'47" West 22.54 feet to the POINT OF BEGINNING.

Containing 390 square feet more or less.


EXHIBIT A  
LEGAL DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT

END OF DESCRIPTION

Being a portion of APN 087-030-004

Basis of Bearings: California Coordinate System, Zone 2, NAD 83, Epoch 2017.50 as determined locally by a line between Continuous Global positioning Systems (CGPS) Station P197 and Station P204; being North  $11^{\circ}05'36''$  East as derived from geodetic values published by the California Spatial Reference Center (CSRC).

Prepared by Cinquini & Passarino, Inc.

  
Anthony G. Cinquini, P.L.S. 8614



4/13/2023

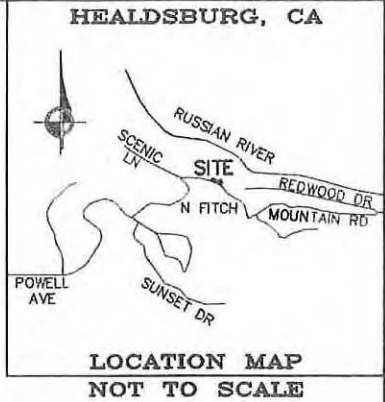
Date

**EXHIBIT B**

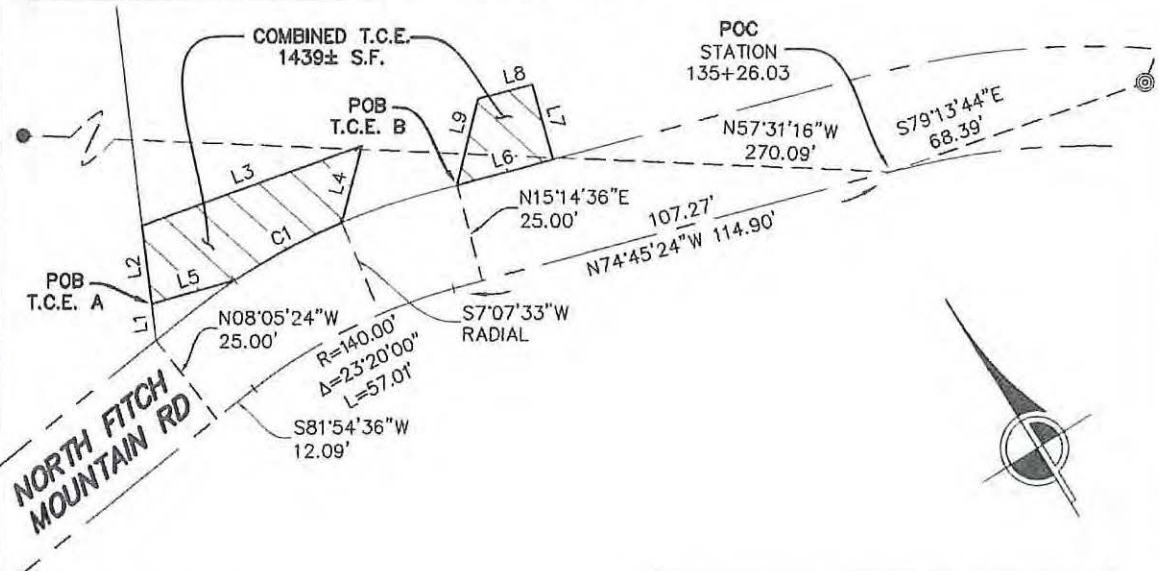
LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N23°01'52"E	9.27'
L2	N23°01'52"E	19.81'
L3	S79°53'55"E	59.28'
L4	S44°33'15"W	20.06'
L5	N75°27'21"W	21.96'
L6	S74°45'24"E	25.19'
L7	N14°32'32"E	19.70'
L8	N74°16'01"W	14.22'
L9	S43°39'47"W	22.54'

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 2, NAD 83, EPOCH 2017.50 AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING SYSTEMS (CGPS) STATION P197 AND STATION P204; BEING NORTH 11°05'36" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED BY THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC).



LANDS OF BURGESS  
 APN 087-030-004  
 DN 2014-017276



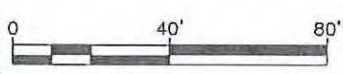
**LEGEND**

- ROADWAY CENTERLINE
- ROADWAY RIGHT-OF-WAY
- ADJACENT PROPERTY LINE
- SURVEY TIE
- EASEMENT AREA
- FOUND 1/2" IRON PIPE, NOT TAGGED
- FOUND REBAR TAGGED LSB485
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- E.A. EXCEPTION AREA
- DN DOCUMENT NUMBER
- S.F. SQUARE FEET

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	165.00	10°42'25"	30.83

**CINQUINI & PASSARINO, INC.**  
**LAND SURVEYING**

△ BOUNDARY 1360 No. Dutton Ave.  
 △ TOPOGRAPHIC Santa Rosa, Ca. 95401  
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 WWW.CINQUINIPASSARINO.COM



JOB NAME: N FITCH MOUNTAIN LANDSLIDES TASK ORDER NO. 14	DRAWN BY: AJD	CHECKED BY: AGC
DESCRIPTION: T.C.E. OVER THE LANDS OF BURGESS - APN 087-030-004	SCALE: 1"=40'	DATE: 2/1/22
	JOB #: 8896-20	PAGE: 3 OF 3

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 Apr 13, 2023 1:18pm

# Property Owner Information Handbook

## Regarding Property Acquisition



*This is an informational pamphlet only. It is not intended to give a complete statement of all State and Federal laws and regulations pertaining to the County's efforts to purchase your property for public use, the relocation assistance program, technical legal definitions, or any form of legal advice.*

## ***Introduction:***

This informational handbook is provided by the County of Sonoma ("County") to give you general information about property acquisitions for projects. It is not intended to be a definitive summation of the law or to provide specific advice. For such purposes, the County recommends consulting your personal attorney or other advisor of your choice.

***Please note that property acquisitions for projects may include the acquisition of either permanent (e.g. fee simple, easements) or temporary rights (e.g. construction easements, access easements), or both.***

## ***What Right Does the County Have to Acquire My Property?***

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

The rights of each of us are protected, however, by laws such as the Fifth and Fourteenth Amendments to the United States Constitution, the State Constitution, and eminent domain laws. These laws guarantee that if a County takes private property it must pay "just compensation" to the owner. Further, the owner may have additional protections, some of which are explained in this informational handbook.

Title VI of the Civil Rights Act of 1964 (42USC 2000d et. seq.) sets forth the policy of the United States, within constitutional limits, to ensure that all services and/or benefits will be administered without regard to race, color, national origin, or sex.

Pursuant to California regulations, property leasebacks will generally not be offered if the property is scheduled to be used within two years of its acquisition.

## ***How Will the County Determine How Much to Offer Me for My Property?***

Before making an offer of compensation to you, the County will obtain at least one appraisal by a competent state-licensed real property appraiser who is familiar with local property values. The appraiser will inspect your property and provide the County with an appraisal report stating his or her opinion of the fair market value of the property rights to be acquired by the County. The appraisal report will be reviewed by the County to confirm that the estimate of value is fair.

The County is required to offer you just compensation for your property. This amount, with limited exceptions, is the fair market value of the property rights to be acquired.



### ***What is "Just Compensation"?***

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

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.

### ***How Does an Appraiser Determine Fair Market Value of My Property?***

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

- How it compares with similar properties in the area that have been sold recently;
- How much it would cost to reproduce the buildings and other structures, less any depreciation;
- How much rental income it could produce;
- Other factors affecting use of the property.

### ***Will I Have A Chance to Talk to the Appraiser?***

**YES.** You must be contacted and given the opportunity to accompany the appraiser on his inspection of your property. You may then inform the appraiser of any special features which you believe may add to the value of your property. It is in your best interest to provide the appraiser with all the useful information you can in order to ensure that nothing of allowable value will be overlooked. If you are unable to meet with the appraiser, you may wish to have a person who is familiar with your property represent you.

### ***How Soon Will the County Give Me a Written Purchase Offer?***

Generally, you should receive a purchase offer within 60 days of the approved appraisal. The timing of a purchase offer depends on the following factors:

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

### ***What is in the County's Statement of the Basis for Its Determination of Just Compensation?***

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

- A general statement of the County's proposed use for the property.
- An accurate description of the property to be acquired.
- A list of the improvements covered by the offer and any conditions.
- The amount of the offer.
- An indication that the offer does not reflect any relocation payments or other relocation assistance which you may receive under other regulations.
- The recognized definition of the term "fair market value".

### ***Can I Have My Own Appraisal Done?***

**YES.** You may decide to obtain your own appraisal of the property in negotiating the fair market value with the County. At the time of making its initial offer to you, the County must offer to reimburse you the reasonable costs, not to exceed \$5,000, of an independent appraisal of your property. To be eligible for reimbursement, the independent appraisal must be conducted by an appraiser licensed by the California Bureau of Real Estate Appraisers. Please discuss the reimbursement process with the County's acquisition representative.

### ***Does the County Consider Buildings, Structures, and Improvements?***

Sometimes buildings, structures, or other improvements considered to be real property are located on the property to be acquired. If this is the case, the County must offer to acquire buildings, structures, or other improvements if they must be removed or if the County decides that the improvements will be adversely affected by the public program or project.

When an improvement can be considered real property if owned by the owner of the real property on which it is located, then this improvement will be treated as real property.

### ***Does the County Consider Tenant-Owned Buildings, Structures and Improvements?***

Sometimes tenants lease real property and build or add improvements for their use. Frequently they have the right or obligation to remove the improvements at the expiration of the lease term. If, under State law, the improvements are considered to be real property, the County must make an offer to the tenants to acquire these improvements.

In order to be paid for these improvements, the tenant-owner must assign, transfer, and release to the County all right, title, and interest in the improvements. Also, the owner of the real property on which the improvements are located must disclaim all interest in the improvements.

Just compensation for an improvement will be the amount that the improvement contributes to the fair market value of the whole property, or its value for removal from the property (*salvage value*), whichever is greater.

### ***May I Keep Any of the Buildings or Other Improvements on My Property?***

Very often, many or all improvements on a property are not required by the County. This might include such items as a fireplace mantel, your favorite shrubbery, or even an entire house. If you wish to keep any improvements, please let the County know as soon as possible. Retention of improvements by the property owner will require an appropriate adjustment to the purchase price.

### ***Must I Accept the County's Initial Offer?***

**NO.** You are entitled to present your evidence as to the amount you believe is the value of your property and to make suggestions for changing the terms and conditions of the offer. The County must make reasonable efforts to consider and respond to your evidence and suggestions.

### ***May I Have Someone Represent Me During Negotiations?***

**YES.** If you would like an attorney, real estate agent, or anyone else to represent you during negotiations, please so inform the County in writing. However, state law does not require the County to pay the costs of any such representation.

### ***If I Agree to Accept the County's Offer, How Soon Will I Be Paid?***

If you reach a voluntary agreement to sell your property and your ownership (*title*) is clear of encumbrances, payments will be made at the earliest possible date or a mutually acceptable time. Generally, this should be possible within 90 days after you sign a purchase contract. If your ownership is not clear, you may have to pay the cost of clearing title sufficiently to convey clear title on your property. (*Title evidence is basically a legal record of the ownership of the property. It identifies the owners of record and lists any restrictive deed covenants and recorded mortgages liens, and other instruments affecting your ownership of the property.*)

### ***What Happens if I Don't Agree to the Purchase Offer by the County?***

If you are unable to reach a voluntary agreement with the County, a public hearing of the County Board of Supervisors will be held to determine the need and necessity for the acquisition of your property. You will be notified of the action and given reasonable advance notice of your right to attend the hearing. After the hearing, assuming need and necessity have been determined, the County will file a suit in court to acquire your property through a condemnation proceeding.

### ***What Happens if the County Condemns My Property?***

Condemnation proceedings are procedures through a court to acquire real property under the power of eminent domain. Beginning with a necessity hearing and during the condemnation proceedings and trial, you will be provided an opportunity to introduce your evidence as to the need for acquisition and the value of your property to be acquired by the County. Of course, the County will have the same opportunity. After hearing the evidence of all parties during the trial, the court or jury will determine the right to acquire and the amount of just compensation. To help you in presenting your case in a condemnation proceeding, you may wish to consider employing an attorney and other experts. However, the costs of these professional services and other costs which you incur in presenting your evidence to the court may be your responsibility.

If construction must begin prior to the condemnation trial, the County may obtain a court's order of immediate possession.

### ***What is an Order for Possession?***

An order for possession is a procedure within a condemnation proceeding. The order for possession issued by the court allows the County to have the use of the portion of your property which is the subject of the proceeding prior to an award of just compensation in court. This procedure is used typically only where the use of your property is necessary to accomplish timely construction of the project for which your property is required.

To obtain an order for possession, the County must deposit with the court or the County an amount not less than its appraisal of the fair market value of the property to be acquired. Sometimes, the owner is then permitted to withdraw a portion of or all of this amount, depending upon the individual circumstances. It is recommended that you have the help of an attorney if you intend to do this. Should the court award exceed the amount deposited by the County, you will be paid the difference, plus any interest that may be provided by State Law.

### ***What Can I Do If I Am Not Satisfied With the Court's Determination?***

If you are not satisfied with the court's determination of the amount for just compensation, you may file an appeal with the appropriate appellate court for the area in which your property is located. The County may also file an appeal if it believes the amount of the court judgment is too high.

### ***Will I Have to Pay any Settlement Costs?***

You will not be responsible for the reasonable and necessary costs of typical services required to complete the sale, recording fees, transfer taxes, and any similar expenses which are incidental to transferring ownership of your property to the County.

### ***Can the County Take Only A Part of My Property?***

**YES.** But, if the purchase of only a part of your property reduces the value of the remaining part(s), you must be paid for the loss in value. The determination of any loss in value is an appraisal problem involving variables in which a brief explanation might not adequately cover all situations. Should this situation be involved, County representative will fully explain the effect of a part purchase on your remaining property.

### ***If the County Does Acquire My Property, How Soon Must I Move?***

Every reasonable effort will be made to give you ample time to relocate after the acquisition of your property. In most cases, a mutually satisfactory arrangement can be worked out. Except in an unusual instance where there is an urgent need for your property, you cannot be required to move from your residence or to move your business or farm operation without at least 90 days advance written notice of the date by which your move is required.

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

If you are being displaced from your residence, decent, safe and sanitary replacement housing must be available before you can be required to move.

### ***Will I Receive Assistance with Relocation?***

**YES.** If eligible and, in addition to any compensation paid through the property acquisition process, the County will provide relocation referral assistance and cash payments for eligible moving expenses. The amount of relocation expense is determined on a case-by-case basis in accordance with the Federal Uniform Act and State Guidelines. A Relocation Assistance Program brochure describing relocation benefits will be available from the County, if the project proceeds.

No relocation payment received will be considered as income for the purpose of the Internal Revenue Code of 1954.

### ***I'm A Veteran, How About My GI Loan?***

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

### ***Will I Be Compensated for the Loss of Goodwill for My Business?***

If you own a business located and conducted on the real property to be acquired, you may have a right to claim compensation for loss of goodwill. See your acquisition representative.

### ***If My Property, which the County is Acquiring, is Worth More Now than When I Bought it, Must I Pay Capital Gains Tax on the Increase?***

It is recommended that you consult your tax advisor or the appropriate tax agencies if you have questions concerning these issues. Also, Internal revenue Service (IRS) Publication 544, "Sales and Other Dispositions of Assets", is available from the IRS. (NOTE: The number of this publication may change from time to time.) It explains how the Federal income tax would apply to a gain or loss under the threat of condemnation for public purposes. If you have any questions about the IRS rules, you should discuss your particular circumstances with your personal tax advisor or your local IRS office. The State of California Franchise Tax Board should be able to provide information regarding any State tax due, if any, resulting from the purchase by the County.

***Won't My Property Taxes Increase Substantially When I Purchase A New Home Because of the Proposition 13 Re-Assessment Formula?***

**NO.** Not as long as the replacement property's purchase price does not exceed 120% of the sales price for the acquired property. Section 2(d) of Article XIII A of the California Constitution provides that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by the County. If the full cash value of the comparable replacement property does not exceed 120% of the purchase price or the court judgment of the property acquired or taken, then the adjusted base year value of the property acquired or taken shall be transferred to the comparable replacement property. An application for this property tax relief adjustment must be filed with the County Assessor as soon as possible after the settlement of the purchase of the replacement property, governmental acquisition or condemnation proceedings. Contact the County Assessor's office and/or your tax advisor with questions you may have regarding this real property tax relief provision.

***Is it Possible to Donate My Property to the County?***

**YES.** However, prior to accepting a donation, the County must inform the owner in writing of the amount it believes to be just compensation for the property to be acquired. The property owner must indicate in writing that although he/she understands he/she cannot be required to sell his/her property for less than just compensation, he/she voluntarily agrees to do so or to contribute the property without payment of compensation. You are advised to consult with a tax advisor and lender(s) prior to making a donation.

## **Definitions**

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear. Please note that these definitions are general and are provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.

**Acquire** – To purchase.

**Answer** – The property owner's written reply, in appropriate legal form, filed with the court in response to the complaint and as requested by the summons.

**Compensation** – The amount of money to which a property owner is entitled under the law for the purchase or damage to the property.

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

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

**Counsel** – An attorney or attorneys.

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

**Final order of condemnation** – The instrument which, when recorded, transfers title to public ownership.

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

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

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

**Parcel** – Usually means the property that is being acquired.

**Plaintiff** – The public County that desires to purchase the property.

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

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

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

**Title** – Legal ownership.

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

**Verdict** – The amount of compensation to be paid for the property.





# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

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

## Part I Taxpayer Identification Number (TIN)

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

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

<b>Social security number</b>								
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## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

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

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

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

## Part II. Certification

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

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

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

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

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

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

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

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

### Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**District 1**  
**Equal Employment**  
**Opportunity**  
**(EEO) Office**  
1656 Union Street  
Eureka, CA 95501  
(707) 445-5318

**District 2**  
**EEO Office**  
1657 Riverside Drive  
Redding, CA 96001  
(530) 225-3055

**District 3**  
**EEO Office**  
703 B Street  
Marysville, CA 95901  
(530) 741-7130

**District 4**  
**EEO Office**  
P.O. Box 23660, MS 6A  
Oakland, CA 94623  
(510) 286-5871

**District 5**  
**EEO Office**  
50 Higuera Street  
San Luis Obispo, CA 93401  
(805) 549-3037

**District 6**  
**EEO Office**  
1352 West Olive Avenue  
Fresno, CA 93728  
(559) 444-2522

**District 7**  
**EEO Office**  
100 S. Main Street  
Los Angeles, CA 90012  
(213) 897-8244

**District 8**  
**EEO Office**  
464 West 4th Street,  
MS 1249  
San Bernardino, CA 92401  
(909) 383-4229

**District 9**  
**EEO Office**  
500 S. Main Street  
Bishop, CA 93514  
(760) 872-0752

**District 10**  
**EEO Office**  
1976 East Dr. Martin Luther  
King Jr. Blvd.  
Stockton, CA 95205  
(209) 948-3911

**District 11**  
**EEO Office**  
4050 Taylor Street, MS 251  
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(916) 324-1700

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**will be made**  
**available in**  
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upon request by calling  
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Business & Economic  
Opportunity  
(916) 324-1700  
711 (TTY)

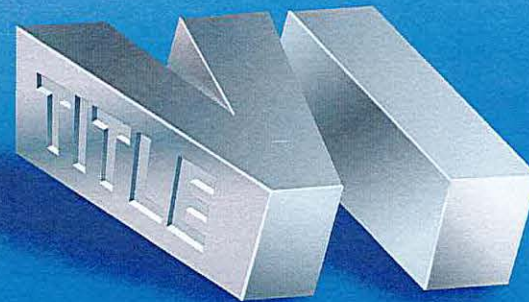


C-0145/ December 2013

# Caltrans & You

## Your Rights Under Title VI and Related Statutes

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





## What is Title VI?

### Title VI is a statute provision of the Civil Rights Act of 1964.

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

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."  
(42 U.S.C. Sec. 2000d)*

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

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

Related statutes provide protection against discrimination on the basis of sex, age, or disability by programs receiving federal financial assistance.

## What does this mean?

That Caltrans strives to ensure that access to and use of all programs, services, or benefits derived from any Caltrans activity will be administered without regard to race, color, national origin, sex, age, disability or socioeconomic status.

Caltrans will not tolerate discrimination by a Caltrans employee or recipients of federal funds such as cities, counties, contractors, consultants, suppliers, universities, colleges, planning agencies, and any other recipients of federal-aid highway funds.

Caltrans prohibits all discriminatory practices, which may result in:

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

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

- **Avoid or reduce harmful human health and environmental effects on minority and low-income populations;**
- **Ensure the full and fair participation by all communities including low-income and minority populations in the transportation decision-making process;**
- **Prevent the denial of, reduction in, or significant delay in the receipt of benefits by minority and low-income populations.**

Additionally, any recipient, including, but not limited to, Metropolitan Planning Organizations and cities and counties, who receive federal financial aid bears a responsibility to administer its program and activities without regard to race, color, national origin, sex, age, disability, or socioeconomic status.

## Benefits and Services

Caltrans' mission is to provide the people of California with a safe, efficient, and effective inter-modal transportation system. All of the work Caltrans performs is intended to assist the transportation needs of all the people of California regardless of race, color, national origin, sex, age, disability, or socioeconomic status.

## Are your rights being violated?

If you believe that you have been discriminated against because of your race, color, national origin, sex, age, or disability, you may file a written complaint with the Caltrans Equal Employment Opportunity (EEO) Office. District EEO offices are located statewide. The addresses and telephone numbers are located on the back of this brochure. Title VI complaints are forwarded to Sacramento for investigation by the Caltrans Discrimination Complaint Investigation Unit.

## Who bears the responsibility to Title VI?

All of Caltrans employees and its functional programs.

The Caltrans Office of Business & Economic Opportunity Title VI Program provides continuous leadership, guidance, and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice.