

EXHIBIT A

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY
RIGHT OF WAY CONTRACT – STATE HIGHWAY
RW 8-3 (Rev. 6/1995)

DIST 03	CO PLA	RTE 80	POST	EXP AUTH
			DATE November 4, 2020	
GRANTOR THE CITY OF ROCKLIN, A MUNICIPAL CORPORATION				

This Right of Way Contract (“Contract”) is made and entered into this _____ day of _____, 20__, by and THE CITY OF ROCKLIN, A MUNICIPAL CORPORATION (“Grantor”), and South Placer Regional Transportation Authority (“Grantee”).

the Grantors are the owners of that certain real property situated in the County of Placer, State of California and also known as Assessor Parcel Number 045-110-n/a (the “Property”); and

The Grantee desires to acquire fee property, upon, over, under and across that portion of the Property which is more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and made a part hereof (“PROPERTY”); and

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 Grantee of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement
- (B) Grantee requires said property described in Exhibit “A” and depicted in Exhibit “B”, for the purpose of construction of roadway improvements, for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantor(s) is compelled to sell, and Grantee is compelled to acquire the property.

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

2. The Grantee shall:
 - (A) Pay the undersigned grantor(s) the sum of **\$750.00** for the property or interest conveyed by above document(s) when title to said property vests in the Grantee 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.

RIGHT OF WAY CONTRACT – STATE HIGHWAY

RW 8-3 (Rev. 6/1995)

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- d. Mineral of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relation thereto, whether or not appearing in the Public Records.
- (B) Pay all escrow and recording fees incurred in this transaction and, if title insurance is desired by the Grantee, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax
- (C) Have the authority to deduct and pay from the amount shown on Clause 2(A) above, any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid nondelinquent assessments which have become a lien at the close of escrow.
3. Permission is hereby granted the Grantee or its authorized agent to enter upon grantor's land where necessary within the certain area as described in Exhibit "A" and depicted in Exhibit "B", attached hereto and made a part hereof, for the purpose of **construction of roadway improvements for State highway purposes.**
4. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements, shall commence on the date the amount of funds as specified in Clause 2(A) herein are deposited into the escrow controlling this transaction. The amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.
5. The Grantor agrees that no improvements, other than those already on the property, shall be placed thereof; and the planting of any crops, trees, or shrubs or alterations, repairs, or additions to existing improvements which may hereafter be placed thereon are at Grantor's risk and without expectation of payment if removed by the Grantee.
6. In consideration of the Grantee's waiving the defects and imperfections in the record title, as set forth in Paragraph 2(a), the undersigned Grantor covenants and agrees to indemnify and hold the Grantee harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the Grantee shall not exceed the amount paid to the Grantor under this contract.
7. 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 Grantee, shall be left in as good condition as found.
8. 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 agrees to hold Grantee harmless and reimburse Grantee for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of grantor for a period exceeding one month.

RIGHT OF WAY CONTRACT – STATE HIGHWAY

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9. It is agreed that this transaction and the net proceeds of the amount payable under Clause 2(A) above shall be handled through an escrow with First American Title Company located at 484 N. Prospect St., Suite C, Porterville, CA 93257, their Escrow No. _____.

10. With respect to this Contract, any or all of the rights or obligations of the Grantee may be transferred, either in whole or in part, to the State of California, Department of Transportation and/or to any private, public or governmental association, agency or entity, whether now existing or hereafter created.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRANTOR:

GRANTEE:

THE CITY OF ROCKLIN, A MUNICIPAL CORPORATION

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY

BY: _____

BY: _____

NAME: _____

NAME: _____

ITS: _____

ITS: _____

Date: _____

RECOMMENDED FOR APPROVAL:

AGENCY COUNSEL
Approved as to Legal Form:

By: _____

Jamie Formico
Right of Way Manager
Dokken Engineering

Signature

Attest

BY: _____

NAME: _____

ITS: Clerk of the Board of Directors

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

EXHIBIT "A"

All that portion of the Southwest Quarter of Section 20, Township 11 North, Range 7 East, Mount Diablo Meridian, City of Rocklin, County of Placer, State of California, as described in the RELINQUISHMENT OF STATE HIGHWAY IN THE COUNTY OF PLACER, ROAD III-Pla-17-A, B, RECORDED ON April 21, 1961, in Volume 873, Page 601, Official Records of Placer County, more particularly described as follows:

All that portion of said RELINQUISHMENT lying northwesterly of the following described line:

COMMENCING at a 5/8" rebar, tagged L.S. 5250, on the southeasterly right of way of Interstate 80, at the westerly terminus of course "L6", as shown on Record of Survey No. 2126 for the City of Rocklin, recorded on November 23, 1998, in Book 15 of Surveys, Page 116, Official Records of Placer County; from whence a lead and brass tag L.S. 5250 in concrete, as shown on said Record of Survey, bears North 78° 56' 39" East 212.05 feet

THENCE FROM SAID POINT OF COMMENCEMENT, along said southeasterly right of way, South 83° 22' 21" West 48.96 feet to the POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING, leaving said right-of-way, along a non-tangent curve to left, having a radius of 915.00 feet, through a central angle of 21° 21' 04", an arc distance of 340.97 feet, subtended by a chord of South 57° 02' 32" West 339.00 feet;

Thence South 50° 07' 37" West 60.99 feet to said southeasterly right-of-way line of Interstate 80, and the end of the herein described line; from whence the POINT OF COMMENCEMENT bears North 58° 53' 54" East 443.66 feet.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

Bearing and distances used herein are grid based upon the California State Plane Coordinate System, Zone 2 NAD 83 (2004.69). To obtain ground distances divide distances shown by the combined grid factor of 0.999934.

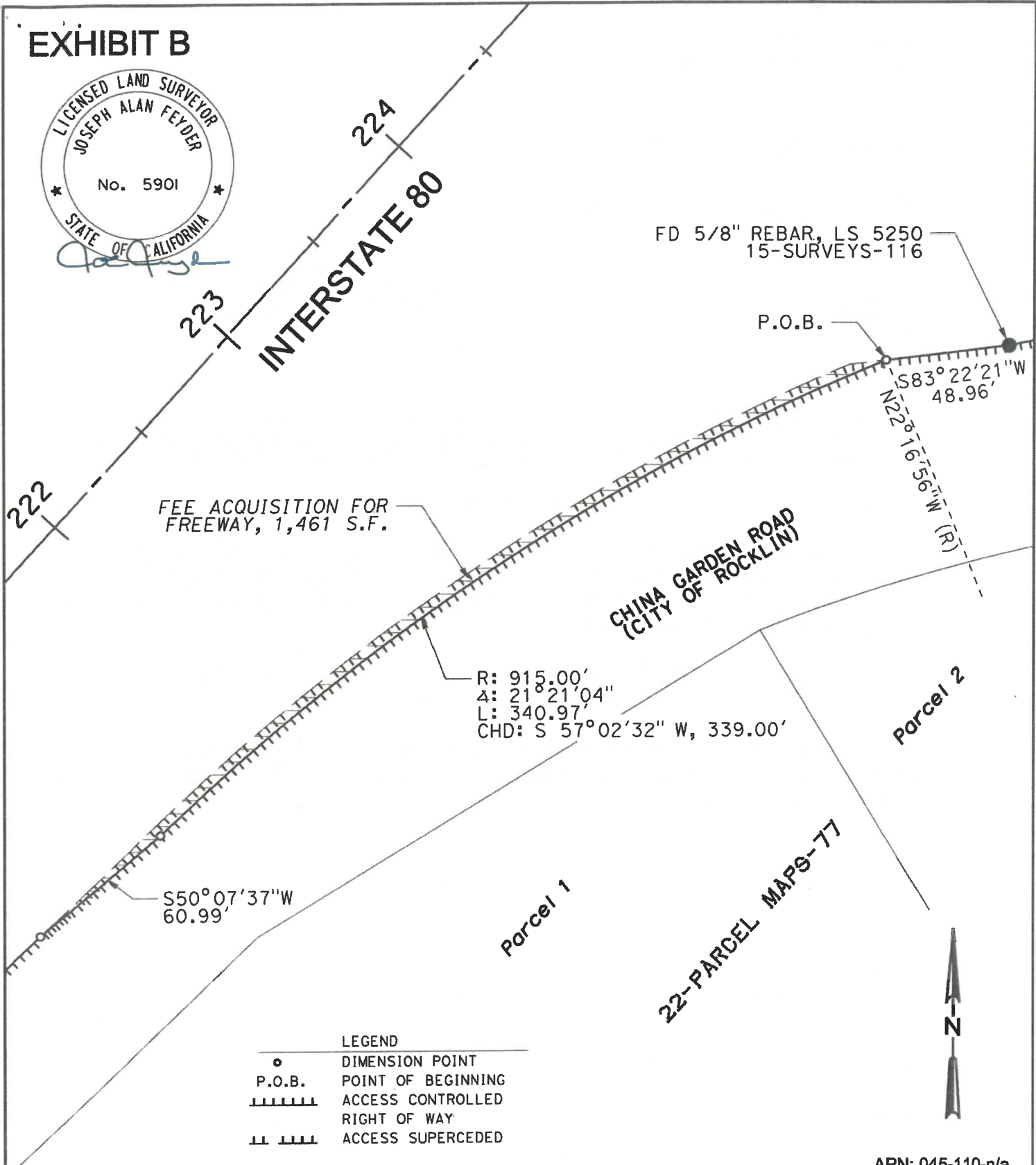
This real property description has been prepared
By me, under my direction, in conformance
with the Professional Land Surveyors Act.

Signature: Joe Feyder

Date: April 15, 2020



EXHIBIT B



LEGEND	
•	DIMENSION POINT
P.O.B.	POINT OF BEGINNING
	ACCESS CONTROLLED
	RIGHT OF WAY
	ACCESS SUPERCEDED

R. E. Y. ENGINEERS, Inc.
Civil Engineers / Land Surveyors
905 SUTTER STREET, SUITE 905
FOLSOM, CA 95630
(916) 366-3040 Fax (916) 366-3303



SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY	
FEE ACQUISITION FOR FREEWAY CITY OF ROCKLIN	
DATE: SEPT 29, 2020	SCALE: 1"=50'

APN: 045-110-n/a

NO FEE DOCUMENT
Government Code §6103 & §27383

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

South Placer Regional Transportation Authority
299 Nevada Street
Auburn, CA 95603

The Above Space For Recorder's Use Only

OK to Accept: _____
Date: _____

Project Name: I-80 Auxiliary Lanes Project
APN(s): 045-110-n/a
Title No. _____
Escrow No: _____

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 DEED

FOR VALUABLE CONSIDERATION, receipt and sufficiency of which is hereby acknowledged, THE CITY OF ROCKLIN, A MUNICIPAL CORPORATION ("GRANTOR"), hereby grants to the South Placer Regional Transportation Authority, all that real property situated in the County of Placer, State of California, described as follows:

See Exhibit "A", legal description, and Exhibit "B", plat to accompany legal description, attached hereto and made a part hereof.

This conveyance is made for the purpose of a freeway and the GRANTOR hereby releases and relinquishes any and all abutter's rights of access, appurtenant to GRANTOR's remaining property, in and to the freeway.

Executed this _____ day of _____, 20____

GRANTOR:

THE CITY OF ROCKLIN, A MUNICIPAL CORPORATION

By: _____

Name: _____

Its: _____

Exhibit "A"
Legal Description

EXHIBIT "A"

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This real property description has been prepared
By me, under my direction, in conformance
with the Professional Land Surveyors Act.

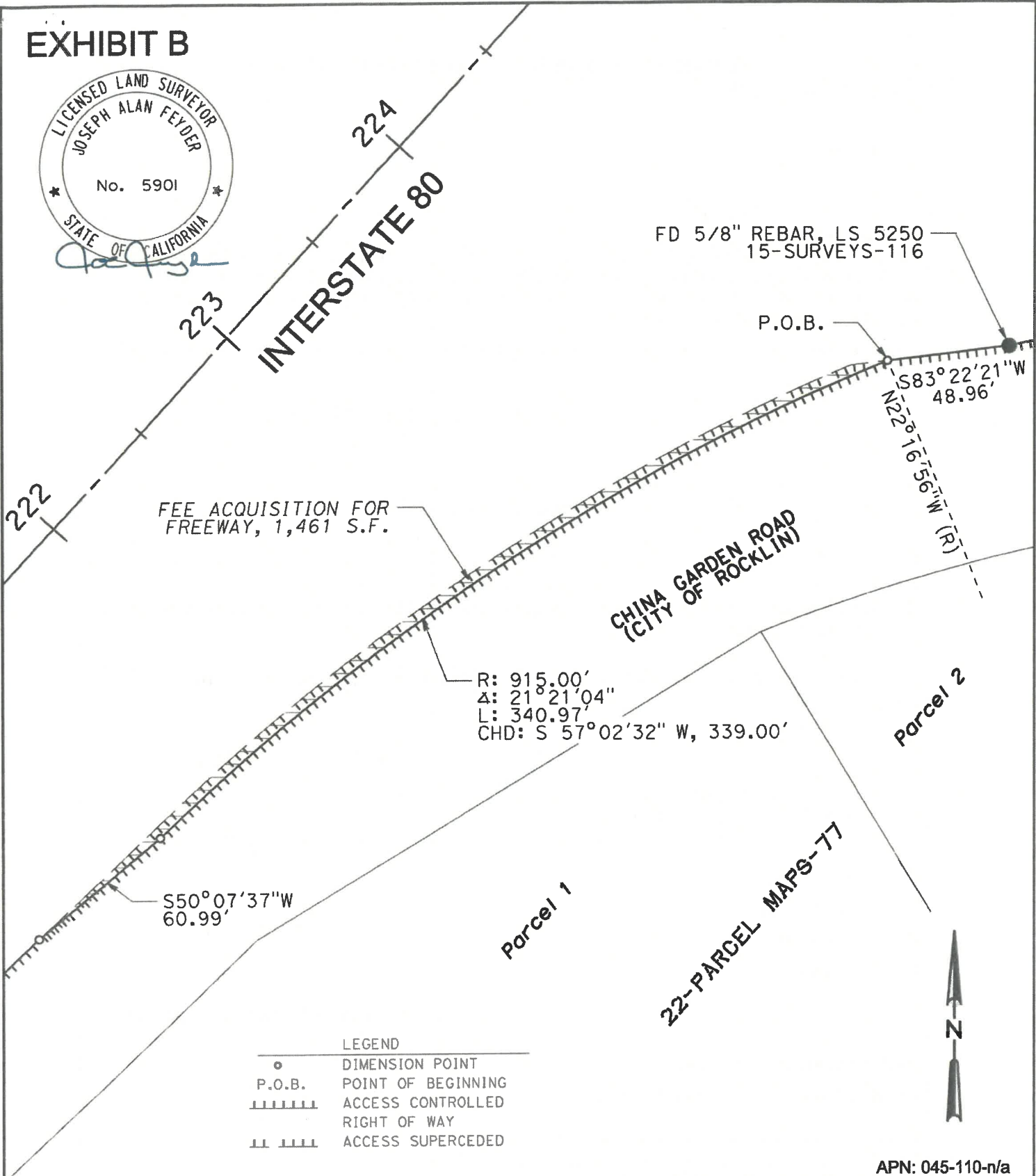
Signature: Joe Feyder

Date: April 15, 2020



Exhibit "B"
Plat Map

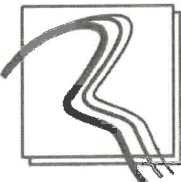
EXHIBIT B



LEGEND	
○	DIMENSION POINT
P.O.B.	POINT OF BEGINNING
	ACCESS CONTROLLED
----	RIGHT OF WAY
	ACCESS SUPERCEDED



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APN: 045-110-n/a

SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY	
FEE ACQUISITION FOR FREEWAY CITY OF ROCKLIN	
DATE: SEPT 29, 2020	SCALE: 1"=50'

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 names(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 OF NOTARY)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could
prevent fraudulent reattachment of this form

<p><input type="checkbox"/> CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> TITLE(S) LIMITED</p> <p><input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p>
--	--

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

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

(Form #)

The South Placer Regional Transportation Authority is proposing to improve Interstate 80 for the following two locations: auxiliary lane on I-80 Eastbound from State Route 65 to Rocklin Road; and 5th Lane on I-80 Westbound from east of Douglas Boulevard to west of Riverside Avenue.

Your property located at China Garden Road is within the project area, and is also identified by your county assessor as Parcel No. 045-110-n/a.

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

1. You are entitled to receive full payment prior to vacating the real property being purchased unless you have heretofore waived such entitlement. You are not required to pay recording fees, transfer taxes, or the pro rata portion of real property taxes which are allocable to any period subsequent to the passage of title or possession.
2. The South Placer Regional Transportation Authority will offer to purchase any remnant(s) considered by the South Placer Regional Transportation Authority to be an uneconomic unit(s) which is/are owned by you or, if applicable, occupied by you as a tenant and which is/are contiguous to the land being conveyed.
3. All buildings, structures and other improvements affixed to the land described in the referenced document(s) covering this transaction and owned by the grantor(s) herein or, if applicable, owned by you as a tenant, are being conveyed unless other disposition of these improvements has been made. The interest acquired is **Fee Simple Interest**. The property being purchased comprises **1,461 Square Foot Fee Simple Area** and is described in the attached deed and outlined in color on the attached map.
4. The market value of the property being purchased is based upon a market value valuation which is summarized on the attached Valuation Summary Statement and such amount:
 - a. Represents the full amount of the valuation of just compensation for the property to be purchased;
 - b. Is not less than the approved valuation of the fair market value of the property as improved;
 - c. Disregards any decrease or increase in the fair market value of the real property to be acquired prior to the date of valuation caused by the public improvement for which the property is to be acquired or by the likelihood that the property would be acquired for such public improvement, other than that due to physical deterioration within the reasonable control of the owner or occupant; and
 - d. Does not reflect any consideration of or allowance for any relocation assistance and payments or other benefits which the owner is entitled to receive under an agreement with the South Placer Regional Transportation Authority.
5. Pursuant to Code of Civil Procedure Section 1263.025 should you elect to obtain an independent appraisal, the Agency will pay for the actual reasonable costs up to five thousand dollars (\$5,000) subject to the following conditions:
 - a. You, not the South Placer Regional Transportation Authority (Agency), must order the appraisal. Should you enter into a contract with the selected appraiser, the Agency will not be a party to the contract;

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

(Form #)

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- b. The selected appraiser is licensed with the Bureau of Real Estate Appraisers (BREAs), formerly known as the Office of Real Estate Appraisers;
 - c. Appraisal cost reimbursement requests must be made in writing, and submitted to: Dokken Engineering, 110 Blue Ravine Road Suite 200, Folsom, California 95630 within ninety (90) days of the earliest of the following dates: (1) the date the selected appraiser requests payment from you for the appraisal; or, (2) the date upon which you, or someone on your behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and the invoice for the completed work by the appraiser must be provided to the South Placer Regional Transportation Authority concurrent with submission of the Appraisal Cost Reimbursement Agreement. The costs must be reasonable and justifiable.
6. The owner of a business conducted on a property to be acquired, or conducted on the remaining property which will be affected by the purchase of the required property, may be entitled to compensation for the loss of goodwill. Entitlement is contingent upon the **OWNER'S** ability to prove such loss in accordance with the provisions of Sections 1263.510 and 1263.520 of the Code of Civil Procedure.
 7. If you ultimately elect to reject the Agency's offer for your property, you are entitled to have the amount of compensation determined by a court of law in accordance with the laws of the State of California.
 8. You are entitled to receive all benefits that are available through donation to the State of California of all or part of your interest in the real property sought to be acquired by the South Placer Regional Transportation Authority as set out in Streets and Highways Code Sections 104.2 and 104.12.
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WAIVER VALUATION TITLE PAGE

(Form #)

Fed. Proj. No. _____

<u>1</u>	<u>3</u>	<u>PLA</u>	<u>80</u>	<u>KP</u>	<u>1</u>	_____	_____	_____
Report	Reg/Dist	Co	Rte	(P.M.)		Control Exp Auth	R/W Exp Auth (PH9)	Program

The South Placer Regional Transportation Authority (SPRTA), in coordination with Caltrans proposes improvements on Interstate 80 for the following two locations: auxiliary lane on I-80 Eastbound from State Route 65 to Rocklin Road; and 5th Lane on I-80 Westbound from east of Douglas Boulevard to west of Riverside Avenue.

Type of Road and Title Required: Fee Acquisition of 1,461 SF.

DATES:

Frwy Agmt.	Env. Clear. Cat. Exempt.	Appraisal	FY Acquisition	Certification	FY Const.
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>2020-2021</u>	<u>N/A</u>	<u>2021-2026</u>

Parcels: New 1 Rev. _____

The Waiver Valuation(s) contained herein are confidential and have been prepared for SPRTA use only as a step in the eminent domain process upon which to base offers of settlement.

The undersigned has made the determination of just compensation of the properties contained herein and recommends approval of this report:

Vanessa Cothran, SR/WA
Right of Way Agent
Dokken Engineering

Vanessa Cothran

The undersigned has reviewed and approved this report and certifies that the requirements of the R/W Manual have been met.

APPROVED:

Michael Luken
Executive Director
South Placer Regional Transportation
Authority
Approval Date:

[Signature]

10/20/2020

VALUATION SUMMARY STATEMENT

I-80 Auxiliary Lanes Project

Property Owners: City of Rocklin

Property Address: China Garden Road, Rocklin, CA 95677

Assessor's Parcel Numbers (s): China Garden Road, City of Rocklin

Total Property Area: *unknown*

Property to be Acquired: Full _____ Partial Fee Easement _____

BASIS OF VALUATION

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

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

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

BASIC PROPERTY DATA

Interest valued: Fee Simple
Date of valuation: 7/13/2020
Applicable zoning: Public Right of Way
Area to be acquired: 1,461 SF
Highest and best use: Current Use
Current use: Public Road Right of Way

Market Data: The following is a compilation of the market data used in the valuation:

Comparable No.1

APN: 132-0120-009
GRANTOR: Lowe Family Trust 2004
GRANTEE: Chin Mei
Date Recorded: 2/14/2018
Price: \$35,000
Price/SF: \$0.13
Terms: Not Disclosed
Parcel Size: 263,102 SF
Remarks: Comparable is larger in lot size to subject property..

Comparable No.2

APN: 075-090-014
GRANTOR: Z Donald Trust
GRANTEE: Cows N Co
Date Recorded: 11/12/2019
Price: \$215,000
Price/SF: \$0.58
Terms: Not Disclosed
Parcel Size: 368,082 SF
Remarks: Comparable is larger in lot size to subject property.

Comparable No.3

APN: 235-0311-034, 235-0390-001, 235-0400-001
GRANTOR: Sacramento Metro Fire District
GRANTEE: Yu Ping Separate Property Trust
Date Recorded: 4/16/2019
Price: \$265,500
Price/SF: \$0.83
Terms: Not Disclosed
Parcel Size: 321,037 SF
Remarks: Comparable is larger in lot size to subject property.

Conclusion of the Fee Simple Value: Based on the Data presented above and Subject current condition a value of \$0.50 per square foot is supported for the subject property.

Determination of Value of Area to be Acquired:

Comparables one through three range in value between \$0.13/SF and \$0.83/SF. The high end of the range is set by comparable two which is located within Placer County. A value of \$0.50/SF is supported for the subject in the before condition.

Conclusion of Just Compensation:

Our estimate of Just Compensation follows:

Fee Simple Area of 1,461 SF

The Fee Simple area of 1,461 SF is valued at \$0.50/SF: \$730.50, rounded to \$750.00

Onsite Improvements -0-
Estimated Severance Damages -0-
Less Benefits -0-
Net Severance Damages -0-
Cost to Cure: -0-

TOTAL ESTIMATED JUST COMPENSATION (ROUNDED) \$750.00

YOUR PROPERTY/YOUR TRANSPORTATION PROJECT **INFORMATIONAL BROCHURE**

INTRODUCTION

This booklet was prepared for you as a person who may potentially be affected by a proposed public project. If it is your property that is affected, you may have wondered what will happen. Who will contact you? What will you be paid for your property? Who will pay your moving costs? Will the South Placer Regional Transportation Authority (Agency) help you find a new place to live? Important questions like these require specific answers. We hope this booklet will answer some of your questions and present a better picture of our overall procedures.

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

Our State and federal constitutions recognize the need for public agencies to purchase private property for public use, and provide appropriate safeguards to accomplish this purpose. State and federal constitutions and the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended, authorize the purchase of private property for public use and assure full protection of the rights of each citizen. The responsibility for studying potential sites for a transportation project rests with a team of specially trained individuals selected to do this important job. Many months or even years are spent in preliminary study and investigation to consider possible locations for a project. Consideration of the environmental and social impacts are as much a part of location determination as engineering and cost. Participation by private citizens and public agencies is actively sought so that various views can be considered in the study process. The process may include public hearings and/or workshops, which give persons an opportunity to express their views on the locations being considered. The California Agency of Transportation is composed of many specialists. Among these are:

Transportation Planners

These individuals determine methods and routes for the traveling public. This includes studies of existing traffic patterns, "origin-destination" surveys and user benefits. They also determine whether the proposed project location is economically sound. They research and analyze the effects produced by similar projects upon other communities.

Environmental Planners

These individuals evaluate the socio-economic and/or environmental impacts, including traffic, noise and visual impacts of the proposed project.

Design Engineers

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

Relocation Specialists

These individuals perform early studies of the general needs of persons who may need to be relocated and the kind of replacement properties which may be required. A relocation impact analysis will be completed before the Agency requires anyone to move from their property. As a result of this team effort, the best possible location for a transportation facility is selected after thorough social, economic, engineering, and environmental analyses, as well as consideration of expressed public concerns and desires. The goal is that the project provide the greatest public good and the least private injury or inconvenience while rendering the best possible service.

Transportation Surveyors

These individuals perform field surveys and monument property lines to delineate and map the Agency's right of way needs. They are also authorized by law to enter real property to perform such tasks. It is the Agency's policy that owners and tenants of property will be notified prior to such surveys.

WHO WILL CONTACT ME?

One of the first persons you will meet is a Right of Way Agent performing the staff appraisal. You will be afforded the opportunity to accompany the appraiser on the inspection of your property. At the time of the inspection the appraiser will also provide you with general project information. The appraiser will analyze your property and examine all of the features which contribute to its market value. Information about improvements you have made and any other special features that you believe may affect the market value of your property should be given to the appraiser to ensure he/she has all the information you feel is relevant. It is the duty of the Agency to ensure that you receive fair market value as if you sold your property privately in the open market. The Agency cannot buy your property for more than it is worth, but it **can and will** assure you that you do not have to sell your property for less than its fair market value. California law provides that the owner shall receive a copy of the appraisal or a summary of the valuation upon which the Agency's offer is based. At the time the offer is made to purchase your property, you may obtain your own appraisal and the Agency will reimburse you up to \$5,000 for the actual, reasonable costs of obtaining an independent appraisal. A licensed State appraiser must perform your appraisal. Your Right of Way Agent will provide more information concerning this reimbursement at the time of the offer.

WHAT ADVANTAGE IS THERE IN SELLING YOUR PROPERTY TO THE AGENCY?

A real estate purchase by the Agency of Transportation is handled in the same way as any private sale of property. However, there can be financial advantages in selling to the Agency. The Agency will pay fair market value for your property. The Agency will also pay for the preparation of all documents, all title and escrow fees, a policy of title insurance, recording fees and such other fees as may be required for the conveyance of title to the Agency. Since this is a direct conveyance of real property from the property owner to the Agency, there are no real estate commissions involved, and the Agency will not recognize or pay any such real estate commissions. A private sale will usually cost thousands of dollars in sales expenses. There are no seller's expenses in a purchase by the Agency. Additionally, depending on your specific circumstances, you may be eligible for relocation payments and benefits when you move. These benefits are described in supplemental booklets which will be provided to you, should the Agency's acquisition actually cause you to be displaced from your property.

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

When only a part of your property is needed for a project, every reasonable effort is made to ensure that you do not suffer damages to the remainder of your property. The total payment by the Agency will be for the property the Agency actually purchases and for any loss in market value to your remaining property. The determination of any loss in market value is an appraisal problem involving many variables. When this situation occurs, the Right of Way Agent will explain the effect of a partial acquisition on your remaining property.

MAY I RETAIN AND MOVE MY HOME, BUSINESS BUILDING, MACHINERY, OR EQUIPMENT?

If your house is movable and you wish to make such an arrangement, the Agency will pay you on the basis of the market value of your present lot including landscaping, plus the reasonable cost of moving the building. There are cases where, because of age, size or condition of the house, the cost of moving it would exceed its present market value, less its salvage value. In such a case, payment of moving costs would, of course, be an unwise expenditure of public funds. If you operate a farm or business, you may wish to keep and move fixed machinery and equipment. Additionally, as an owner of a business conducted on the property to be purchased, you may be entitled to compensation for a loss of business goodwill. Your specific circumstances will need to be analyzed on a case-by-case basis. If any of these concepts are applicable to your situation, they will be explained by the Right of Way Agent assigned to purchase your property.

WILL I HAVE TIME TO SELECT ANOTHER HOME AFTER THE AGENCY MAKES ITS PURCHASE?

The Agency starts to appraise properties early enough so that you will have ample time to move prior to project construction. Like any other real estate transaction, it requires time to close an escrow after a right of way contract and deed have been signed. You will not be required to move until reasonable, decent, safe and sanitary replacement housing is available. Once you have received the written offer to purchase your property from the Agency, it is in your best interest to look for a new place to live as soon as possible. Finding a home early that best suits your needs before you are required to move will minimize your personal inconvenience and will avoid having to make a choice of housing under pressure. In some instances you may be able to sell your property to the Agency and rent back temporarily pending construction. The Agency also offers to provide you with assistance in finding a new place in which to live. The Agency will give you at least 90 days notice in writing before you are required to move.

WHAT HAPPENS TO THE LOAN ON MY PROPERTY?

After you and the Agency have agreed upon a price, a Right of Way Agent and/or a title company will contact all other parties having an interest in the property. Payment to satisfy outstanding loans or liens will be made through a title company escrow as in the case in any real estate transaction.

WHAT WILL HAPPEN TO MY GI OR CAL-VET LOAN?

The Veterans Administration and the California Department of Veterans Affairs allow your veteran loan privileges to be transferred and to become available for coverage on another property. Your Right of Way Agent will assist you in the transfer. However, it is to your benefit and your responsibility to check with the Veterans Administration or the California Department of Veterans Affairs for procedural instructions.

IF THE VALUE OF MY PROPERTY IS HIGHER TODAY THAN WHEN I PURCHASED IT, DO I HAVE TO PAY INCOME OR CAPITAL GAINS TAX ON THIS DIFFERENCE WHEN I SELL/CONVEY TO THE AGENCY?

According to the Internal Revenue Service, the sale of property to a governmental agency for public purposes comes under the definition of an "involuntary conversion". In these cases, it is not necessary to pay income tax or capital gains tax if the money you receive is used to buy a similar property within a limited period of time. In every case, however, you should check with your local Internal Revenue Service office and/or accountant.

WILL I LOSE THE FAVORABLE PROPERTY TAX BASIS THAT I NOW HAVE UNDER THE PROVISIONS OF PROPOSITION 13?

Section 2(d) of Article XIII-A of the California Constitution and Section 68, Rule 462.5 of the Revenue and Taxation Code generally provide that property tax relief shall be granted to any real property owner who acquires comparable replacement property after having been displaced by governmental acquisition or eminent domain proceedings. You will be given a copy of Rule 462.5 with an attached page showing examples of how to calculate estimates of the tax relief you may be eligible for. These are only approximations. You must see your county Tax Assessor for a final determination.

Note: Revenue and Taxation Code Section 68, Rule 462.5, G. 1 through G.4, set forth time limits that may affect your eligibility to retain your favorable current real property tax status.

THE AGENCY'S RIGHT OF EMINENT DOMAIN.

An owner's rights are guaranteed by the federal and State constitutions and applicable federal and State laws. The principal right is that "Just Compensation" must be paid. The vast majority of our transactions are settled by contract. However, if the owner and the Agency cannot agree on the terms of sale, the Agency may resort to the eminent domain process to avoid delaying the project, and will ultimately initiate condemnation proceedings. The Agency will request authority from the California Transportation Commission (Commission) to file a condemnation action in court. You will be given an opportunity to appear before the Commission to question whether public interest, necessity, planning and location require the proposed project and your property. The Commission does not hear arguments regarding valuation or just compensation. Condemnation lawsuit documents are prepared by the Agency and filed with the court in the county where the property is located. The Summons and Complaint will then be served on all persons having a property interest in the parcel. The persons served must Answer the lawsuit within 30 days. Counsel for the parties will then prepare for trial, and the court will set dates for preliminary motions and the trial.

WHAT HAPPENS IN A CONDEMNATION TRIAL?

The purpose of the trial is to determine the amount of Just Compensation. Usually the trial is conducted before a judge and jury. Both the property owner and Agency will have the opportunity to present evidence of value. The jury will determine the amount of compensation after being instructed as to the law by the judge. In those cases where the parties choose not to have a jury, the judge will decide the amount of compensation. The Judgment is then prepared by counsel and signed by the judge. It will state that, upon payment of the amount of the verdict for the benefit of the property owner, title will be transferred to public ownership. When the Agency makes the payment as required by the Judgment, the Final Order of Condemnation is signed by the judge and recorded with the County Recorder's office. This finalizes the actual transfer of title.

WHO PAYS THE CONDEMNATION TRIAL COSTS?

The Agency pays the costs of its attorney and its engineering and appraisal witnesses. It will also pay the jury fees and your recoverable costs allowed by law. The fee for filing your Answer with the court is an example of such costs. If the judge determines that the Agency's offer of settlement was unreasonable, while the demand of the property owner was reasonable as viewed in light of the evidence admitted at trial and the verdict, the property owner may receive litigation expenses such as their attorney's fees. The Judgment is then prepared by counsel and signed by the judge.

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

Most property owners will be represented by an attorney, although they have the right to represent themselves. You may wish to consult your family attorney. If you do not have one, in many communities the yellow pages of the telephone directory will refer you to an attorney reference service. The local bar association may also provide a list of attorneys who may offer services in eminent domain proceedings. You and your attorney must decide what type of case you will present and what witnesses will be needed.

WILL I BE PAID ANY RELOCATION ASSISTANCE BENEFITS EVEN THOUGH I GO TO COURT?

A decision to go to court has no effect on your right to relocation benefits. Payment of relocation benefits is administered separately from the condemnation action. You will be provided details of additional assistance to help displaced persons, businesses, farms or nonprofit organizations in finding, purchasing or renting, and moving to a new location. These are explained in various booklets prepared for homeowners, tenants, and business and farm operators and are made available by the Agency.

HOW LONG CAN I KEEP MY PROPERTY?

Continued use of your property usually depends on when construction must begin, including utility relocations, and the demolition and/or clearance of buildings. If construction must begin before the trial, the Agency will seek a court order for early possession of your property. In this regard the Agency will be required to deposit with the State Treasurer, the probable amount of just compensation, as determined by an appraisal as security for the value of the property rights it is seeking. The court will determine if the amount of money deposited is adequate. Once the deposit is made the owner may withdraw all or a portion of it at any time during the condemnation proceedings. The court may then grant to the Agency an order for early possession allowing the Agency to use the property for construction of the project. To obtain an Order for Possession, the Agency will file a motion with the court and schedule a hearing 90 days after you and all occupants of the property are served with the motion papers (60 days if the property is unoccupied). You and the occupants, if any, will have 30 days to oppose the motion. Once the court grants an Order for Possession of the property, the Agency may

obtain possession of the property 30 days after the owner and any occupants are served with the Order. Subject to the rights of any other persons having an interest in the property, you may withdraw all or part of the pre-Judgement deposit. If you do not make a withdrawal, the Agency will pay interest on the eventual court award, or agreed settlement sum from the time it legally occupied your property until the date of final payment to you. Interest will accrue at the applicable statutory rate until paid at the time of final settlement.

The Agency's Right of Way Agent assigned to purchase your property will assist you in the transaction and will be available to answer any additional questions you may have.

DEFINITIONS

The language used in relation to eminent domain proceedings may be new to you. These are some terms you may hear and their general meaning.

Acquire - To purchase

Answer - The property owner's written reply, in appropriate legal form, filed with the court in response to the eminent domain 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 of their property and any related damages.

Complaint - The document filed with the court by the Agency which initiates an eminent domain proceeding.

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

Counsel - An attorney or attorneys.

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

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

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

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

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

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

Parcel - Usually means the property that is being acquired.

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

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

Property - The right 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.

Right of Entry - An agreement between an owner and the Agency which allows the Agency to utilize the property while continuing to negotiate the terms of settlement.

Interest, calculated at the statutory rate, is included in the settlement upon conclusion of the transaction.

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

Title - Legal ownership.

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

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

**SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY
I-80 AUXILIARY LANES PROJECT**

TITLE VI PACKAGE

The Project proposed by the South Placer Regional Transportation Authority will be receiving federal financial assistance. Pursuant to Title VI of the Civil Rights Act of 1964, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Other statutes provide protection against discrimination on the basis of sex, age or disability.

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

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

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

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

**Vanessa Cothran, SR/WA
Right of Way Agent
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630**



THIS PUBLICATION

WILL BE MADE

DISTRICT 1 EQUAL OPPORTUNITY (EO) OFFICE

1656 Union Street
Eureka, CA 95501
(707) 445-5318

DISTRICT 2 EO OFFICE

4300 Caterpillar Road
Redding, CA 96003
(530) 225-3055

DISTRICT 3 EO OFFICE

P.O. Box 911
Marysville, CA 95901
(530) 741-7130

DISTRICT 4 EO OFFICE

P.O. Box 23660
Oakland, CA 94623
(510) 286-5871

DISTRICT 5 EO OFFICE

50 Higuera Street
San Luis Obispo, CA 93401
(805) 549-3037

DISTRICT 6 EO OFFICE

1352 West Olive Avenue
Fresno, CA 93728
(559) 444-2522

DISTRICT 7 EO OFFICE

100 S. Main Street
Los Angeles, CA 90012
(213) 897-8244

DISTRICT 8 EO OFFICE

464 West 4th Street
San Bernardino, CA 92401
(909) 383-4229

DISTRICT 9 EO OFFICE

500 S. Main Street
Bishop, CA 93514
(760) 872-0752

DISTRICT 10 EO OFFICE

1976 East Martin Luther
King Jr. Blvd.
Stockton, CA 95205
(209) 948-3911

DISTRICT 11 EO OFFICE

4050 Taylor Street, MS 250
San Diego, CA 92110
(619) 688-4249

DISTRICT 12 EO OFFICE

3337 Michelson Drive
Suite 380
Irvine, CA 92612
(949) 724-2021

HEADQUARTERS

TITLE VI COORDINATOR

1823 14th Street, MS 79
Sacramento, CA 95811
(916) 324-0817

and You

Title VI

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 local cities and counties, who receives 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, disability or socioeconomic status; you may file a written complaint with the Caltrans Civil Rights Office of Equal Opportunity (EO). District EO 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 Discrimination Complaint Investigation Unit.

WHO BEARS THE RESPONSIBILITY TO TITLE VI?

All of Caltrans employees and its functional programs. The Caltrans Civil Rights Title VI Program will provide continuous leadership, guidance and technical assistance to ensure ongoing compliance with Title VI and the Executive Order on Environmental Justice. Please refer to the Caltrans offices listed on the back.

NONDISCRIMINATION STATUTES

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

“No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION IN IMPACTS, SERVICES, AND BENEFITS OF, ACCESS TO, PARTICIPATION IN, AND TREATMENT UNDER A FEDERAL-AID RECIPIENT’S PROGRAMS OR ACTIVITIES)
- **The Age Discrimination Act of 1975, as amended 42 U.S.C. 6101, provides:**

“No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” (PROHIBITS DISCRIMINATION BASED ON AGE)
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, provides:**

“For the fair and equitable treatment of persons displaced as direct result of programs or projects undertaken by a Federal agency or with Federal financial assistance.” (PROVIDES FOR FAIR TREATMENT OF PERSONS DISPLACED BY FEDERAL AND FEDERAL-AID PROGRAMS AND PROJECTS)
- **The Federal-aid Highway Act, 49 U.S.C. 306**

Outlines the responsibilities of the U.S. Department of Transportation and, at (c) outlines the Secretary’s authority to decide whether a recipient has not complied with applicable Civil Rights statutes or regulations, requires the Secretary to provide notice of the violation, and requires necessary action to ensure compliance.
- **The 1973 Federal-aid Highway Act, 23 U.S.C. 324, provides:**

“No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance under this Title or carried on under this title.” (PROHIBITS DISCRIMINATION ON THE BASIS OF SEX)
- **The Civil Rights Restoration Act of 1987, P.L. 100-209, provides:**

Clarification of the original intent of Congress in Title VI of the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973. (RESTORES THE BROAD, INSTITUTION-WIDE SCOPE AND COVERAGE OF THE NON-DISCRIMINATION STATUTES TO INCLUDE ALL PROGRAMS AND ACTIVITIES OF FEDERAL-AID RECIPIENTS, SUB-RECIPIENTS AND CONTRACTORS, WHETHER SUCH PROGRAMS AND ACTIVITIES ARE FEDERALLY ASSISTED OR NOT)
- **The Uniform Relocation Act Amendments of 1987, P.L. 101-246, provides:**

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

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

“No qualified individual with a disability shall, by reason of such disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination by a department, agency, special purpose district, or other instrumentality of a State or a local government.” (PROVIDED ENFORCEABLE STANDARDS TO ADDRESS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES)

- **The Civil Rights Act of 1991, in part, amended Section 1981 of 42 U.S.C. by adding two new sections that provided:**

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

(c) The rights protected by this section are protected against impairment by non-governmental discrimination and impairment under color of State law.”

- **Title VIII of the 1968 Civil Rights Act, 42 U.S.C. 3601, provides that:**

“(I) It shall be unlawful...to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny a dwelling to any person because of race, color, religion or national origin.” (PROHIBITS DISCRIMINATION IN THE SALE OR RENTAL OF HOUSING – HUD is the primary interest agency, but FHWA and States under Title VI are responsible for preventing discrimination in the function of Right-of-Way)

- **The National Environmental Policy Act of 1969, 42 U.S.C. 4321**

Requires the consideration of alternatives, including the “no-build” alternative, consideration of social, environmental and economic impacts, public involvement, and use of a systematic interdisciplinary approach at each decision making stage of Federal-aid project development.

- **Title IX of the Education Amendments of 1972**

Makes financial assistance available to institutions of higher education to: (1) strengthen, improve and, where necessary, expand the quality of graduate and professional programs leading to an advanced degree; (2) establish, strengthen, and improve programs designed to prepare graduate and professional students for public service; and (3) assist in strengthening undergraduate programs of instruction in certain instances.

- **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790, provides that:**

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

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

LANGUAGE IDENTIFICATION FLASHCARD

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

1. Arabic

Խոսողո՞ւմ ե՞նք Նչո՞ւմ կատարե՞ք այս քառակուսու՞մ,
եթե խոսո՞ւմ կա՞մ կարո՞ւմ ե՞ք հայերեն:

2. Armenian

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

3. Bengali

ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។

4. Cambodian

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

5. Chamorro

如果你能读中文或讲中文，请选择此框。

6. Simplified
Chinese

如果你能讀中文或講中文，請選擇此框。

7. Traditional
Chinese

Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik.

8. Croatian

Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky.

9. Czech

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

10. Dutch

Mark this box if you read or speak English.

11. English

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

12. Farsi

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

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

TITLE VI SURVEY

PERSONAL INFORMATION NOTICE

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

Expenditure Authorization (EA)

NON-DISCRIMINATION

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

The furnishing of this information is voluntary.

Head of household: Male Female

Age: Under 40 41-65 Over 65

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

Language spoken, if other than English: _____

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

Are you a low-income family? Yes No

Enclosure

TITLE VI DISCRIMINATION COMPLAINT

PERSONAL INFORMATION NOTICE

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

Dist

Co

Rte

Post

Name of Complainant

Home Phone

Work Phone

Mailing Address

BASIS OF DISCRIMINATION

RACE COLOR NATIONAL ORIGIN SEX DISABILITY LOW-INCOME NON-ENGLISH SPEAKER

Provide date(s) and place of alleged discrimination

Describe the nature of the action, decision, or conditions of the alleged discrimination (Attach Extra Page. If Necessary)

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

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

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

State the action requested by complainant

Signature of Complainant

Date Filed

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

Required Proofs

§1263.510. Compensation for Loss of Goodwill.

- a) The owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:
 1. The loss is caused by the taking of the property or the injury to the remainder.
 2. The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.
 3. Compensation for the loss will not be included in payments under Section 7262 of the Government Code.
 4. Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.
- b) Within the meaning of this article, “goodwill” consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.
- c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:
 1. No additional goodwill shall accrue during the lease.
 2. The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain. Leg.H. 1975 ch. 1275, operative July 1, 1976, 2006 ch. 602 (SB 1650) §2.

2006 Note: This act shall apply prospectively and shall apply to property acquired after January 1, 2007. Stats. 2006 ch. 602 (SB 1650) §4.

Ref.: Cal. Fms Pl. & Pr., Ch. 247, “Eminent Domain and Inverse Condemnation”; CACI Nos. 3511-3513 (Mathew Bender); W. Cal. Ev., “Burden of Proof and Presumptions” §17; W. Cal. Sum., 8 “Constitutional Law” §§1145, 1206, 1220, 1223, 1244-1246; Miller & Starr, Cal. Real Estate 3rd §§19:145; 30:1.